

MINUTE ITEM
This Calendar Item No. 26
was approved as Minute Item
No. 26 by the State Lands
Commission by a vote of 3
to 0 at its 4/26/89
meeting.

CALENDAR ITEM

A)
S) Statewide

26

04/26/89
W 23390
Beutler
Reese

PRC 7294

AUTHORIZATION TO EXECUTE A PARTICIPATING AGREEMENT
BETWEEN CALIFORNIA STATE LANDS COMMISSION AND
SHASTA-TRINITY NATIONAL FOREST, PACIFIC SOUTHWEST REGION,
FOREST SERVICE - UNITED STATES DEPARTMENT OF AGRICULTURE

APPLICANTS: State Lands Commission
1807 - 13th Street
Sacramento, California 95814

Shasta-Trinity National Forest
Pacific Southwest Region
Forest Service
United States Department of Agriculture
2400 Washington Avenue
Redding, California 96001

On June 30, 1987, the Commission authorized a Memorandum of Understanding (MOU) between the parties. The MOU facilitates exchange of the Commission's scattered parcels for federal lands of equal value contiguous to an existing State Lands Commission forest management unit and Lassen National Forest. The parties have budgeted appraisal money for Phase 2 of the exchange and agree to cooperatively finance the real property appraisals. This Participating Agreement addresses only the appraisal aspect of the exchange.

AB 884: N/A.

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Code Regs. 15061), the staff has determined that this activity is exempt

-1-

(ADDED pgs. 157-157.17)

CALENDAR PAGE	<u>157</u>
MINUTE PAGE	<u>1275</u>

CALENDAR ITEM NO. 26 (CONT'D)

from the requirements of the CEQA because the activity is not a "project" as defined by CEQA and the State CEQA Guidelines.

Authority: P.R.C. 21065 and 14 Cal. Code Regs. 15378.

EXHIBITS: A. Participating Agreement.
 I. State Lands Exchange Offer.
 II. USFS Exchange Offer.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. CODE REGS. 15061 BECAUSE THE ACTIVITY IS NOT A PROJECT AS DEFINED BY P.R.C. 21065 AND 14 CAL. CODE REGS. 15378.
2. AUTHORIZE THE EXECUTION OF A PARTICIPATING AGREEMENT BETWEEN THE CALIFORNIA STATE LANDS COMMISSION AND SHASTA-TRINITY NATIONAL FOREST, PACIFIC SOUTHWEST DIVISION, FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT "A".

EXHIBIT "A"
PARTICIPATING AGREEMENT
BETWEEN
CALIFORNIA STATE LANDS COMMISSION
AND
SHASTA-TRINITY NATIONAL FOREST
PACIFIC SOUTHWEST REGION
FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE

This Participating Agreement by and between, the California State Lands Commission, hereinafter referred to as the "State" and the U.S. Department of Agriculture, Forest Service, Pacific Southwest Region, hereinafter referred to as "Forest Service" under provisions of Public Law 94-148 (16 U.S.C. 565). Designated official representative for the State shall be Don Reese, Senior Land Agent and for the Forest Service shall be Ron Cecchi, North Zone Landownership Adjustment Team Leader.

WITNESSETH:

WHEREAS, pursuant to the authority of the Act of March 20, 1922, as amended, and the Act of October 21, 1976, the Secretary of Agriculture is authorized to enter into land exchange negotiations to acquire State lands for inclusion in the National Forest System; and

WHEREAS, the Forest Service desires acquisition of certain lands owned and offered for exchange by the State described in "Exhibit I", attached hereto and made part hereof, and

WHEREAS, the State desires acquisition through exchange of certain National Forest System lands described in "Exhibit II", attached hereto and made a part hereof, and

WHEREAS, both parties have a mutual interest in accomplishing the proposed land exchange which will provide a benefit to the public and to the State, and

WHEREAS, both parties agree to cooperatively finance the real property appraisals, and further agree that the purpose of this Participating Agreement addresses only the appraisal aspect of the proposed exchange. Both Parties recognize the benefits of jointly undertaking this work, because of the efficiency and economic advantages of cooperating in this effort rather than each party independently acquiring appraisals.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

1. Specifications for Bid Invitation shall be reviewed and approved by the State and the Forest Service prior to solicitation for bid.
2. The third-party appraisal contract will be awarded to the lowest responsible bidder acceptable to both parties. Bidding will be restricted to those firms mutually agreed upon by the Parties.
3. The State shall contract and pay costs to obtain appraisals for both the federal and nonfederal lands. The appraisal contract shall allow for progress payments with a ten percent (10%) retention to be held until the completion of the contract. Upon completion of each phase of the appraisal, the appraiser will submit an invoice and documentation in accordance with

the Specifications of that contract. The Forest Service and the State shall jointly review and approve payments to the appraiser. The State shall submit an invoice to the Forest Service for payment of their prorata share of the appraisal cost(s). The Forest Service prorata share shall be based on the costs to perform contracted services for federal lands only and shall not exceed \$60,000 (sixty thousand dollars).

4. Parties shall obtain timber cruises and appraisals covering the subject federal and nonfederal lands in the subject proposed exchange, as described in Exhibits I and II. Timber Cruises must meet Forest Service standards and format and final appraisals establishing fair market value must be pursuant to "Uniform Appraisal Standards for Federal Land Acquisitions, 1973", and appraisals follow the review process for Forest Service approval.
5. Forest Service and the State shall jointly approve selection of land or timber appraiser prior to contracting for services.
6. Parties agree that commercial timber exists on the federal and/or nonfederal lands and agree to accept the completed timber cruise data.
7. This agreement or any supplement thereto may be terminated by either party by providing 30 days written notice to the other. In the event of such termination, incurred costs and benefits of both parties will be summarized, and reconciled through payment or otherwise, such that each party's benefits are proportional to its contribution. Unless terminated by written notice, this agreement will remain in full force and effect through June 30, 1990.
8. Nothing herein shall be construed as obligating the Forest Service to expend funds or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.
9. No member of or delegation to Congress or resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the last date written below:

SHASTA-TRINITY NATIONAL FOREST
FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

CALIFORNIA STATE LANDS COMMISSION
STATE OF CALIFORNIA

By: _____
ROBERT R. TYRREL
Forest Supervisor

By: _____
JAMES F. TROUT
Assistant Executive Officer

Date: _____

Date: _____

CALENDAR PAGE	157.3
MINUTE PAGE	1278

EXHIBIT I

STATE LANDS EXCHANGE OFFER
EL DORADO NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Amador	MDM	8N	16E	36	NE ⁴ NW ⁴ , N ² NE ⁴ , NE ⁴ SE ⁴	160
El Dorado	MDM	10N	16E	36	N ² SE ⁴ , SW ⁴ SE ⁴	<u>120</u>
Total Acres:						280

EXHIBIT I

STATE LANDS EXCHANGE OFFER

INYO NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Ac.</u>
Mono	MDM	3N	29E	36	SE4SW4	40
Mono	MDM	1S	29E	16	W2SE4	80
Mono	MDM	4S	30E	36	SW4NW4	40
Mono	MDM	4S	31E	16	N2, SW4, SE4SE4	520
Inyo	MDM	8S	32E	36	SE4SW4	<u>40</u>

Subtotal Acres: 720

MONO BASIN NATIONAL FOREST SCENIC AREA

Mono	MDM	2N	26E	16	E2NW4, NE4, E2SE4, SW4SW4	350
Mono	MDM	3N	26E	36	NW4, W2NE4	? (240 Ac.)
Mono	MDM	2N	28E	16	NE4NW4, S2NW4 N1/2SW4, SE4SW4	240
Mono	MDM	3N	27E	36	NW4, N2SW4, Lots 1, 2	<u>295</u>

Subtotal Scenic Area: 895

Note: Does not count Sec. 36, T3N, R26E Total Acres: 1,615

CALENDAR PAGE	157.5
MINUTE PAGE	1280

EXHIBIT I

STATE LANDS EXCHANGE OFFER

KLAMATH NATIONAL FOREST

<u>County</u>		<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acs.</u>
Siskiyou	MDM	39N	11W	36	W2NW4, NE4NW4		120
Siskiyou	MDM	40N	10W	16	NE4SE4		44
Siskiyou	MDM	41N	12W	16	E2NW4		80
Siskiyou	MDM	47N	8W	36	W2NW4, W2E2, N2SW4, SE4SW4		360
Siskiyou	HM	10N	8E	16	Lot 1		<u>33.63</u>

Total Acres: 637.63

CALENDAR PAGE	157.6
MINUTE PAGE	1281

EXHIBIT I

STATE LANDS EXCHANGE OFFER

LASSEN NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Tehama	MDM	26N	2E	16	SE4NW4	40
Tehama	MDM	26N	3E	16	S2	320
Tehama	MDM	28N	3E	16	All	640
Plumas	MDM	27N	5E	36	Lots 2, 3, 4	<u>74.70</u>
Total Acres:						1,074.70

CALENDAR PAGE	157.7
MINUTE PAGE	1282

EXHIBIT I

STATE LANDS EXCHANGE OFFER

MODOC NATIONAL FOREST

<u>County</u>		<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Modoc	MDM	41N	9E	36		N2, N2S2, SW4SW4, SE4SE4	560
Modoc	MDM	41N	10E	36		NE4NE4	40
Modoc	MDM	43N	9E	7		SE4SE4	40
Modoc	MDM	43N	9E	8		W2SW	80
Modoc	MDM	43N	9E	18		N2NE4	80
Modoc	MDM	44N	9E	4		SW4NW4, NW4SW4	80
Modoc	MDM	44N	9E	5		Lot 8 & 9	73.7
Modoc	MDM	45N	7E	16		NW4NW4	40
Modoc	MDM	45N	10E	17		SW4NE4	40
Modoc	MDM	46N	9E	16		NW4SW4, SE4SW4	80
Modoc	MDM	46N	11E	1		N2SW4	80
Modoc	MDM	46N	11E	2		N2S2	160
Modoc	MDM	46N	11E	3		S2NW4, SW4NE, NE4SE4	160
Modoc	MDM	46N	11E	4		SW4SW4, NE4SW4, N2SE4	160
Modoc	MDM	46N	11E	8		NE4NE4, SW4NE4	80
Modoc	MDM	47N	10E	7		Lot 2	30.05
Modoc	MDM	47N	15E	16		W2SE4	80

Total Acres: 1,868.75

CALENDAR PAGE	157.8
MINUTE PAGE	1283

EXHIBIT I

STATE LANDS EXCHANGE OFFER
PLUMAS NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Plumas	MDM	22N	9E	16	NE ⁴ , NE ⁴ SE ⁴	200
Plumas	MDM	25N	12E	16	E ² NW ⁴ , N ² NE ⁴ , Pt. SE ⁴ NE ⁴	200
Plumas	MDM	25N	14E	16	N ² , N ² SW ⁴ , SE ⁴ SW ⁴ , NW ⁴ SE ⁴ , S ² SE ⁴	560
Plumas	MDM	25N	15E	16	All	640
Plumas	MDM	26N	15E	36	NW ⁴ , SW ⁴ NE ⁴ , W ² SE ⁴ , SW ⁴	440
Yuba	MDM	20N	8E	36	NW ⁴ NW ⁴	40
Total Acres:						2,080

CALENDAR PAGE	157.9
MINUTE PAGE	1284

EXHIBIT I

STATE LANDS EXCHANGE OFFER

SEQUOIA NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Fresno	MDM	14S	27E	2	S2NW4	<u>80</u>
					Total Acres:	80

CALENDAR PAGE	<u>157.10</u>
MINUTE PAGE	<u>1285</u>

EXHIBIT I

STATE LANDS EXCHANGE OFFER
SHASTA-TRINITY NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Siskiyou	MDM	43N	1E	36	SE4NE4, E2SE4	120
Shasta	MDM	37N	3E	16	Pt. SE4SW4, SW4SE4	68.03
Shasta	MDM	34N	4W	16	W2SW4, Ptn. E2SW4	125.03
Shasta	MDM	35N	5W	16	All	640
Shasta	MDM	36N	4W	36	All	640
Shasta	MDM	36N	5W	16	NW4, N2NE4	240
Shasta	MDM	36N	5W	36	All	640
Shasta	MDM	37N	3W	16	SE4SW4, SW4SE4	80
Shasta	MDM	37N	3W	32	NW4	160
Shasta	MDM	37N	5W	36	S2SE4	80
Tehama	MDM	27N	10W	36	All	640
Trinity	MDM	36N	10W	36	E2SE4SW4	20

Total Acres: 3,453.06

CALENDAR PAGE	157.11
MINUTE PAGE	1286

EXHIBIT I

STATE LANDS EXCHANGE OFFER

SIERRA NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Fresno	MDM	9S	23E	36	SE4NW4, NW4NE4 E2SE4, E2SW4	240
Fresno	MDM	5S	28E	36	SE4SW4	<u>40</u>

Total Acres: 280

CALENDAR PAGE	157.12
MINUTE PAGE	1287

EXHIBIT I

STATE LANDS EXCHANGE OFFER

TAHOE NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Nevada	MDM	17N	11E	16	NE4NW4, Lot 6	76.54
Nevada	MDM	18N	16E	36	NE4	160
Yuba	MDM	18N	7E	36	Lot 1	11.28
Plumas	MDM	22N	14E	16	NW4	<u>160</u>
Total Acres:						407.82

EXHIBIT I

STATE LANDS EXCHANGE OFFER

TOIYABE NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Alpine	MDM	11N	19E	31	W2SE4	80
Mono	MDM	6N	25E	33	SE4SE4	40
Mono	MDM	6N	25E	34	SW4SW4	40
Mono	MDM	8N	23E	36	SW4NE4	40

Total Acres: 200

EXHIBIT II

FOREST SERVICE LANDS FOR EXCHANGE

LASSEN NATIONAL FOREST

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Ac.</u>
Butte	MDM	22N	4E	2	Lots 1, 2, 3, 8	158.47
Butte	MDM	22N	4E	4	Lots 1, 4, W2, Lots 5, 8	117.34
Butte	MDM	22N	4E	14	Lots 2, 3, 6, 13	158.95
Butte	MDM	22N	4E	22	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12	<u>404.66</u>
						839.42
Butte	MDM	23N	4E	2	Lots 3, 4, S2NW4, SW4	321.48
Butte	MDM	23N	4E	8	NE4, E2E2NW4, E2SE4	280.00
Butte	MDM	23N	4E	10	All Sections	640.00
Butte	MDM	23N	4E	16	All Sections	640.00
Butte	MDM	23N	4E	20	W2NW, W2SW, N2SE4, SW4, W2SW4SE4SW4, SESESW, Por. NE4, Por. E2NW4, Por. NESW, Por. SE4, Unpat. Por. M.S. 5328	570.02
Butte	MDM	23N	4E	26	S2S2	160.00
Butte	MDM	23N	4E	28	S2N2, SE4	320.00

EXHIBIT II

LASSEN NATIONAL FOREST (cont'd)

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acres.</u>
Butte	MDM	23N	4E	32	W2, W2NE ¹ , S2SE4	480.00
Butte	MDM	23N	4E	34	All Sections	640.00
Total Acres:						4,051.50

CALENDAR PAGE	157.16
MINUTE PAGE	1291

EXHIBIT II

FOREST SERVICE LANDS FOR EXCHANGE

LASSEN NATIONAL FOREST

The following lands are available for exchange only if they are needed to balance exchange values. They are listed by priority for exchange availability.

<u>County</u>	<u>Mer.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Sec.</u>	<u>Subdivision</u>	<u>Acs.</u>
Butte	MDM	23N	4E	12	All Sections	640.00
Butte	MDM	23N	4E	1	S1/2 SE1/4	80.00
Butte	MDM	23N	5E	6	W1/2 SW1/4	?
Butte	MDM	22N	4E	12	Lots 1,2,3,4,5 8,9,11,12,13,14,16	473.91
Butte	MDM	23N	4E	36	All Sections	640.00
Butte	MDM	23N	4E	24	NE1/4 NW1/4 NE1/4	200.00

CALENDAR PAGE	157.17
MINUTE PAGE	1292