

MINUTE ITEM

This Calendar Item No. 38  
was approved as Minute Item  
No. 38 by the State Lands  
Commission by a vote of 2  
0 at its 12/12/1989  
meeting.

CALENDAR ITEM

38

A 34  
S 16, 25

12/12/89  
W 40243  
SA 5666  
W 23158  
Willard

AMENDMENT OF LAND EXCHANGE BETWEEN  
CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER,  
AND STATE LANDS COMMISSION  
AT OWENS LAKE, INYO COUNTY

BACKGROUND:

On June 21, 1984, in Calendar Item 46, and on August 21, 1984, in Calendar Item 49, the Commission approved two land exchanges between the State Lands Commission and the City of Los Angeles (City) (Exhibits "C" and "D"). Staff proposes to modify one exchange and to rescind the other.

For the past eight years, the Commission staff has worked to secure an upland site adjacent to Owens Lake to serve as a processing site for trona presently mined in the lake bed. As originally contemplated, two land exchanges were needed to assemble a 482-acre site and were authorized in 1984. They have never been consummated.

Since the original exchange authorizations, it has also become necessary to modify the configuration of the exchanges to accommodate changes in appraised value and the refusal of the City to accept one parcel of land because of access problems. Specifically to the former, more school lands in Kern County have been added to the exchange to add value because of the deletion of lands at Bartlett, Inyo County. The City's problems with access, as to the Bartlett lands, were because of the presence of railroad tracks and highway easements.

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MINUTE PAGE 4203

CALENDAR ITEM NO. 38 (CONT'D)

Further, the State's lessee has indicated it needs less land than anticipated and that it would not, therefore, lease Parcel B. The exchange between the City and the Commission, as originally planned and involving parcels A and B, is no longer necessary.

Staff proposes that the exchange dated June 21, 1984 be rescinded because the property is no longer needed for the processing project site. Staff also proposes that the Commission acquire lands described as Parcel C from the City in exchange for lands described as Parcel D and Parcel E. The City will convey an easement for access across its retained lands for Parcel C (see Exhibits "E" thru "J") A draft Memorandum of Understanding regarding the exchange is attached hereto as Exhibit "K".

The lands proposed to be exchanged out of the State are school lands and proprietary lands. The same characterization must be preserved in the lands proposed to be acquired by the State as to value. Staff proposes that Parcel C be apportioned between school and proprietary lands as shown on Exhibit "L" hereto.

Parcel C is traversed by an abandoned railway line owned by the Southern Pacific Railroad. A railway crossing permit from Southern Pacific is needed to ensure full access to Parcel C. Staff recommends that the permit be obtained.

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 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.

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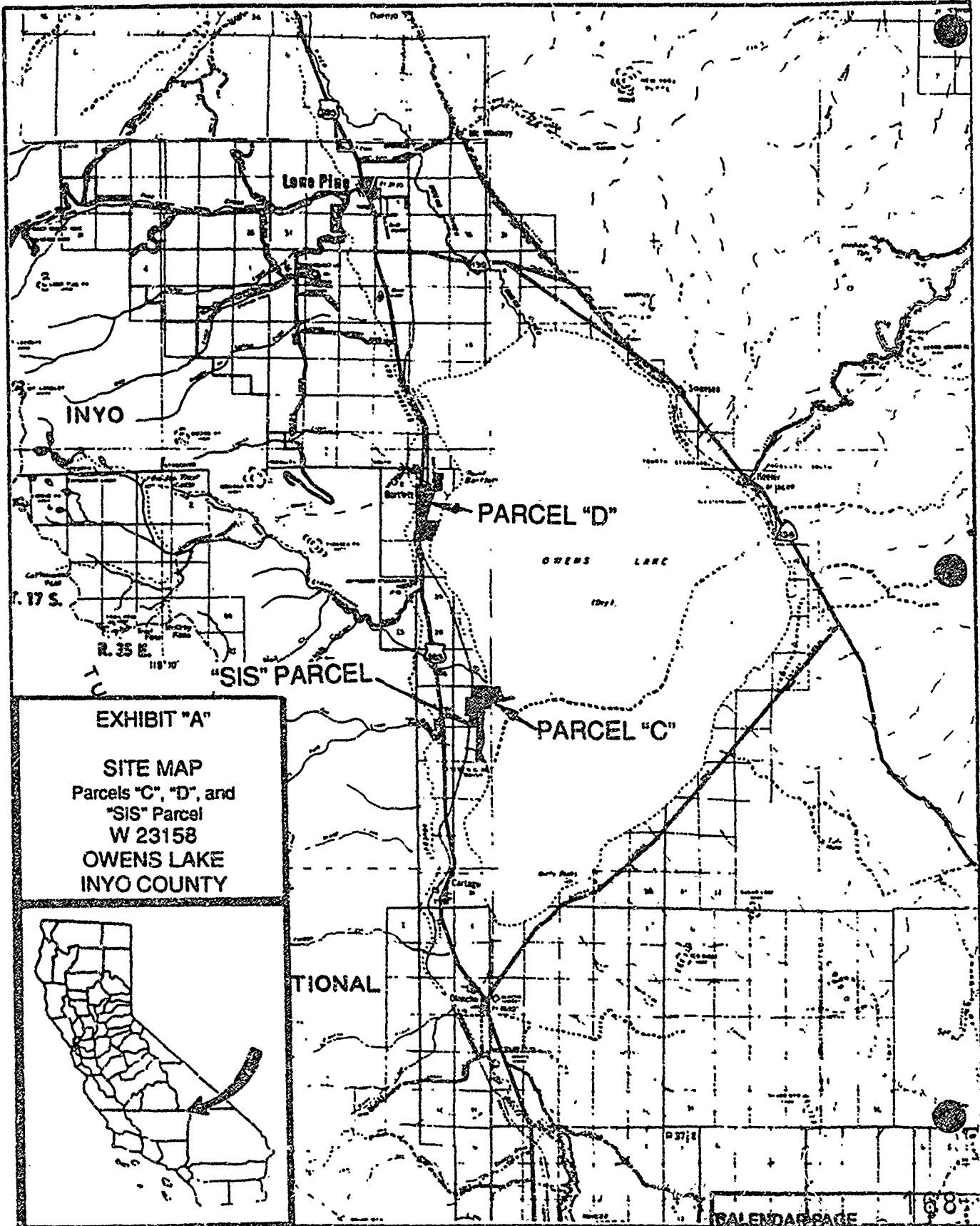
CALENDAR ITEM NO. 38 (CONT'D)

EXHIBITS:

- A. Site Map: Inyo County.
- B. Site Map: Kern County.
- C. Calendar Item 46 (June 21, 1984).
- D. Calendar Item 49 (August 21, 1984).
- E. Parcel C Inyo County Property Description.
- F. Parcel C Inyo County Parcel Map
- G. Parcel D Inyo County Property Description.
- H. Parcel D Inyo County Parcel Map.
- I. Parcel E Kern County Property Description.
- J. Parcel E Kern County Parcel Map.
- K. MOA between State Lands Commission and City of Los Angeles.
- L. Proposed Characterization of Lands in Parcel C.

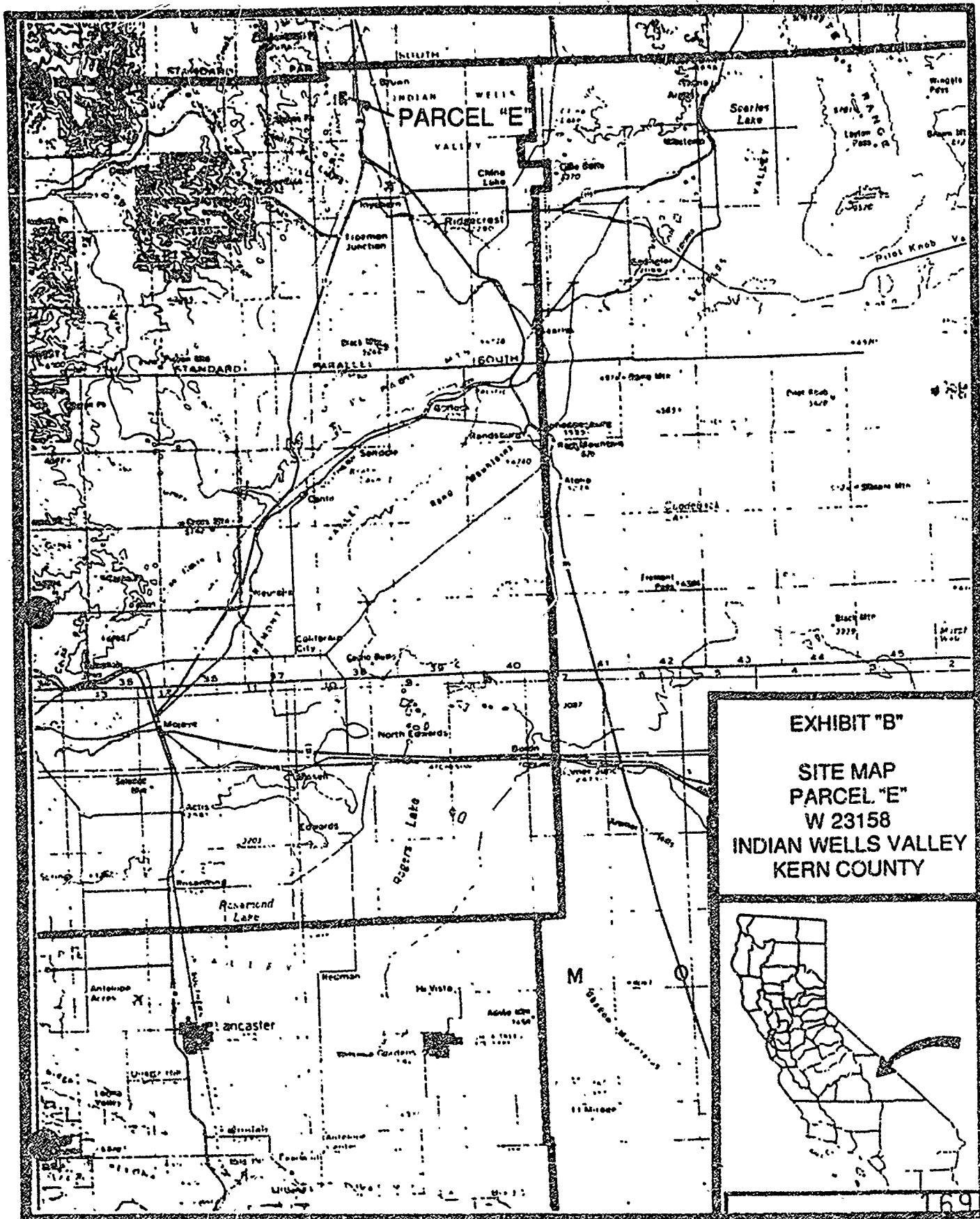
IT IS RECOMMENDED THAT THE COMMISSION:

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. RESCIND THE LAND EXCHANGE AUTHORIZED IN CALENDAR ITEM 46, JUNE 21, 1984.
3. MODIFY THE LAND EXCHANGE AUTHORIZED IN CALENDAR ITEM 49, AUGUST 21, 1984, TO CONFORM TO LANDS DESCRIBED IN THAT CERTAIN MEMORANDUM OF AGREEMENT SUBMITTED BY THE CITY OF LOS ANGELES ON OCTOBER 19, 1989, ATTACHED HERETO AS EXHIBIT "K".
4. APPROVE THE DIVISION OF LANDS IN PARCEL C TO REFLECT INTERESTS OF THE SCHOOL LAND TRUST AND THE STATE SOVEREIGN LAND TRUST IN THAT PARCEL (EXHIBIT "L").
5. AUTHORIZE STAFF TO PURSUE ACQUISITION OF AN ACCESS PERMIT FROM THE SOUTHERN PACIFIC RAILROAD IN PARCEL C.



**EXHIBIT "A"**  
**SITE MAP**  
 Parcels "C", "D", and  
 "SIS" Parcel  
 W 23158  
 OWENS LAKE  
 INYO COUNTY





**EXHIBIT "B"**  
**SITE MAP**  
**PARCEL "E"**  
**W 23158**  
**INDIAN WELLS VALLEY**  
**KERN COUNTY**



MINUTE ITEM

This Calendar Item No. 46  
was approved as Minute Item  
No. 46 by the State Lands  
Commission by a vote of 2  
to 0 at its 6/21/84  
meeting.

CALENDAR ITEM

- A. 34
- S. 25

46 ◀

06/21/84  
W 40243  
Frey  
Willard  
SLL 125

LAND EXCHANGE WITH CITY OF LOS ANGELES

APPLICANT: Department of Water and Power  
City of Los Angeles

PROPOSED AUTHORIZATION:  
Approval of a land exchange involving parcels  
in Inyo County.

PROPOSED PROJECT:  
Lake Minerals Corporation holds a lease from  
the Commission for the mining of trona in the  
bed of Owens Lake. Lake Minerals proposes to  
significantly expand its operations and  
requires a larger upland site adjacent to its  
leasehold. That property is now owned by the  
City of Los Angeles and the United States.  
Under the proposed project the State would  
acquire this City and federal land in exchange  
for State owned lands in Kern and Inyo  
Counties. The land would then be leased to Lake  
Minerals Corporation.

This exchange involves a 20-acre parcel of  
federal land which is littoral to Owens Lake.  
The proposal is for the State to acquire this  
parcel through the indemnity selection process  
and then convey it through an exchange to the  
City. The parcel has been withdrawn from sale  
by the United States under a withdrawal for  
protection of water resources in favor of Los  
Angeles. The City is willing to consent to a  
lifting of the withdrawal if the Commission  
will transfer water rights to it during the  
exchange. The Commission's authorization for  
the exchange is needed at this time in order to  
secure the City's approval of the transaction. ...

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MINUTE PAGE	1460

CALENDAR ITEM NO. 40 (CONT'D)

In the exchange the State will retain all minerals and the City will convey all minerals to the State. All statutory and constitutional easements will be reserved to the State.

OTHER INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The staff believes there is no possibility that this project may have a significant effect on the environment.

Authority: 14 Cal. Adm. Code 15061(b)(3).

STATUTORY REFERENCES:

P.R.C 6216 and PRC 7303.5.

AB 884: N/A.

EXHIBITS:

Exhibit A - Site Map.

Exhibit B - Description of State property at Owens Lake.

Exhibit C - Description of City of Los Angeles property at Owens Lake.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 BECAUSE THERE IS NO POSSIBILITY THAT THE ACTIVITY MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. (14 CAL. ADM. CODE 15061(b)(3)).
2. APPROVE THE EXCHANGE OF 20 ACRES OF STATE OWNED LAND FOR 20 ACRES OF LAND OWNED BY THE DEPARTMENT OF WATER AND POWER, CITY OF LOS ANGELES AS DESCRIBED IN EXHIBITS B AND C TO THIS CALENDAR ITEM. STATUTORY AND CONSTITUTIONAL EASEMENTS TO BE RESERVED BY THE STATE. MINERALS IN BOTH PARCELS WILL BE EITHER RESERVED OR CONVEYED TO THE STATE. WATER RIGHTS IN BOTH PARCELS WILL BE EITHER RESERVED OR CONVEYED TO THE CITY OF LOS ANGELES.

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MINUTE PAGE 4209

Added 6/18/84

-2-

Revised 6/19/84

CALIFORNIA PAGE 232.1  
MINUTE PAGE 1461

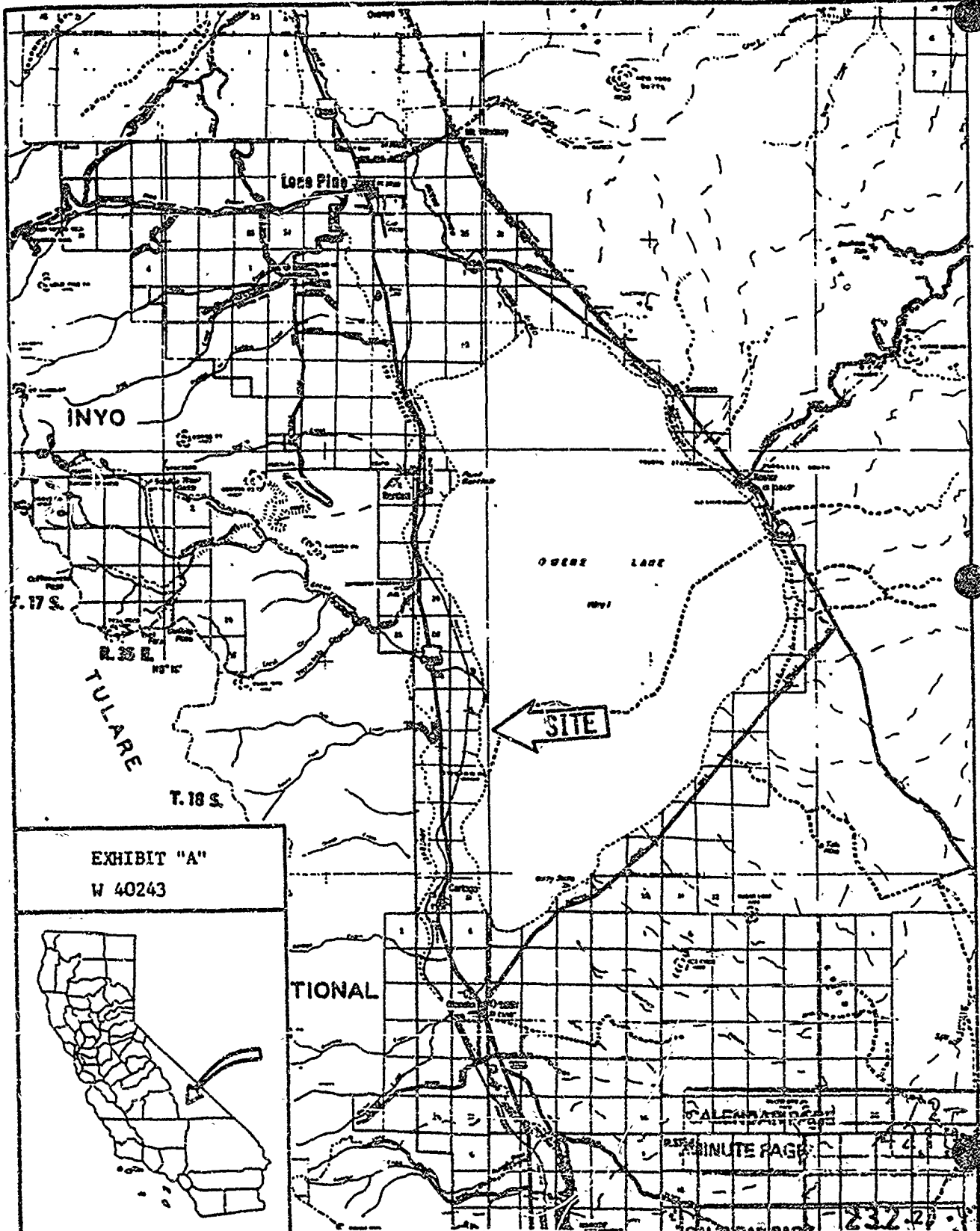


EXHIBIT "A"  
W 40243



SCALE	1" = 72'
MINUTE PAGE	44
SECTION PAGE	232.27
PLATE PAGE	1452

Added 6/18/84



EXHIBIT "B"

LAND DESCRIPTION

W 40243

A parcel of land situated in Inyo County, California, more particularly described as follows:

The fractional SW-1/4 of SE-1/4 of fractional Section 5,  
T18S R37E, MDM, according to the official plat thereof,  
dated August 13, 1856.

END OF DESCRIPTION

PREPARED JUNE 1, 1984 BY BOUNDARY INVESTIGATION UNIT,  
ROY MINNICK, SUPERVISOR

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MINUTE PAGE	4211

Added 6/18/84

CALENDAR PAGE	232.3
MINUTE PAGE	1463

EXHIBIT "C"

LAND DESCRIPTION

W 40243

A parcel of land situated in Inyo County, California, more particularly described as follows:

The W-1/2 of N-1/2 of Lot 1 of SW-1/4 of fractional Section 6, T18S R37E, MDM, according to official plat thereof, dated August 13, 1856.

END OF DESCRIPTION

PREPARED JUNE 1, 1984 by BOUNDARY INVESTIGATION UNIT,  
ROY MINNICK, SUPERVISOR

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CALENDAR PAGE	232.4
MINUTE PAGE	1464

Added 5/18/84

49  
49  
Item  
8/21/84  
Meeting

CALENDAR ITEM

A 34  
S 16,25

49

08/21/84  
W 40243  
Frey  
Maricle  
SA 5666  
SLL 125

LAND EXCHANGE WITH CITY OF LOS ANGELES

APPLICANT: Department of Water and Power  
City of Los Angeles.

PROPOSED AUTHORIZATION: Approval of a land exchange involving parcels  
in Inyo and Kern Counties.

PROPOSED PROJECT: Lake Minerals Corporation holds a lease from  
the Commission for the mining of trona in the  
bed of Owens Lake. Lake Minerals proposes to  
significantly expand its operations and  
requires a larger upland site adjacent to its  
leasehold. That property is now owned by the  
City of Los Angeles. Under the proposed project  
the State would acquire this City land in  
exchange for State owned lands in Kern and Inyo  
Counties. The land would then be leased to Lake  
Minerals Corporation.

The exchange involves the acquisition of  
462 acres of city property on the west side of  
Owens Lake. It consists of uplands and lake  
land location property. In exchange for this,  
the State will convey to the City 278 acres of  
school land in Kern County and 161 acres of  
land at Owens Lake. The Kern parcel is  
traversed by the aqueduct. The City owns an  
easement over it for water transportation. The  
Owens Lake parcel is uplands property. It was  
acquired by donation from PPG in 1983. The City  
will retain water rights over land conveyed to  
the State and will convey all mineral rights to  
the State. The State will retain all mineral  
rights on property conveyed to the City.

All statutory and constitutional easements will  
be reserved to the State in the exchange.

(NON-SUBSTANTIVE REVISION 03/27/85) -1-

CALENDAR PAGE 175  
MINUTE PAGE 4213

CALENDAR PAGE 309  
MINUTE PAGE 1993

OTHER PERTINENT INFORMATION:

1. The land proposed to be conveyed to the City of Los Angeles, in Kern County, has been designated as possessing significant environmental values, Class "B". During the general plan process, the staff evaluated this parcel. Based upon its on-site inspection and consultation with other public agencies, staff believes that this particular parcel does not meet the criteria established to determine whether lands possess significant environmental values. Therefore, staff believes that this parcel does not possess significant environmental values and is not subject to the provisions of P.R.C. Section 6370.2.
2. P.R.C. Section 6373, provides that prior to the conveyance of significant lands to other parties, the intended recipient shall submit to the Commission and to the Legislature, a general plan as specified by the Commission, for the use of the lands to be transferred, together with the review and comments of other interested State agencies. The nominating and other agencies were contacted and they voiced no objections to the exchange.
3. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of the CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The staff believes there is no possibility that this project may have a significant effect on the environment.

Authority: 14 Cal. Adm. Code 15061 (b) (3).

STATUTORY REFERENCES:

P.R.C. 6216 and P.R.C. 7303.5.

AB 884:

N/A.

CALENDAR PAGE	176
MINUTE PAGE	4214

CALENDAR PAGE	309
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CALENDAR ITEM NO. 4.9 (CONT'D)

EXHIBITS:

- A. Site Map.
- B. Description of State property in Kern County.
- C. Description of State property in Inyo County.
- D. Description of City property at Owens Lake.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 BECAUSE THERE IS NO POSSIBILITY THAT THE ACTIVITY MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT. (14 CAL. ADM. CODE 15061 (b) (3)).
2. FIND THAT UPON ON-SITE INSPECTION AND CONSULTATIONS WITH KERN COUNTY AND THE STATE DEPARTMENT OF FISH AND GAME, THE LANDS IN KERN COUNTY PROPOSED FOR EXCHANGE DO NOT POSSESS SIGNIFICANT ENVIRONMENTAL VALUES AND ARE NOT SUBJECT TO THE PROVISIONS OF P.R.C. SECTION 6370.2. THAT PURSUANT TO P.R.C. 6373 A GENERAL PLAN OF INTENDED USE HAS BEEN CIRCULATED; AND THAT THE COMMENTING AGENCIES HAVE NO OBJECTION TO THE EXCHANGE.
3. APPROVE THE EXCHANGE OF 439 ACRES OF STATE OWNED LAND FOR 462 ACRES OF LAND OWNED BY THE DEPARTMENT OF WATER AND POWER; CITY OF LOS ANGELES AS DESCRIBED IN EXHIBITS B., C AND D. TO THIS CALENDAR ITEM. STATUTORY AND CONSTITUTIONAL EASEMENTS TO BE RESERVED BY THE STATE. MINERALS IN BOTH PARCELS WILL BE EITHER RESERVED OR CONVEYED TO THE STATE. WATER RIGHTS IN BOTH PARCELS WILL BE EITHER RESERVED OR CONVEYED TO THE CITY OF LOS ANGELES.

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CALENDAR PAGE	309 .2
MINUTE PAGE	1995



**EXHIBIT "B"  
LAND DESCRIPTION**

A parcel of land situated in Kern County, State of California,  
more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6 and 7 of Section 16, Township 25  
South, Range 38 East, MDM, according to the Official  
Plat thereof, dated April 4, 1930.

**END OF DESCRIPTION**

PREPARED AUGUST 3, 1984, BY BOUNDARY INVESTIGATION UNIT, ROY  
NINNICK, SUPERVISOR

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MINUTE PAGE	4217

CALENDAR PAGE	309.4
MINUTE PAGE	1997

## EXHIBIT "C"

## LAND DESCRIPTION

Those lands situated in Sections 1 and 12, Township 17 South, Range 36 East, MDN, in the County of Inyo, State of California, being a portion of Parcels No. 2, 3, 4, and 6, as conveyed by PPG Industries, Inc., a corporation of the Commonwealth of Pennsylvania, to the State of California, by that certain Corporation Grant Deed, recorded October 11, 1983, as Document No. 834719 of the Official Records of Inyo County, more particularly described as follows:

Parcel No. 2

The North half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDN, shown as having 52.40 acres, according to the Official Plat thereof, dated August 13, 1856, for which Patent No. 978380 from the United States of America to Walter A. Kuhnert was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder, in Volume 7, page 357, of Official Records.

Parcel No. 3

The East half of Lot 1 of the northwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDN, shown as having 40 acres, according to the Official Plat thereof, dated August 13, 1856, for which Patent No. 978378 from the United States of America to Walter A. Kuhnert was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder, in Volume 7, Page 355, of Official Records.

ALSO, the southwest quarter of the northeast quarter of fractional Section 1, Township 17 South, Range 36 East, MDN, shown as having 40 acres, according to the Official Plat thereof, dated August 13, 1856, for which Patent No. 978379 from the United States of America to Walter A. Kuhnert was issued under date of April 29, 1926, and is recorded in the Office of Inyo County Recorder, in Volume 7, page 356 of Official Records.

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MINUTE PAGE	1998



Parcel No. 4

Lot 2 of the fractional southeast quarter of Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the fractional southeast quarter of the southwest quarter of Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the northeast quarter of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the West half of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

EXCEPTING THEREFROM any portion thereof which was below the ordinary high water line of Owens Lake as it existed on September 9, 1850.

SUBJECT TO any and all easements and rights-of-way, whether of record or not, granted to or held by the Southern Pacific Company.

Parcel No. 6

The South half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the South half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the North half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

The said Parcels 2, 3, 4 and 6 having been previously conveyed to Columbia-Southern Chemical Corporation by Pittsburgh Plate Glass Company, by Deed dated December 1, 1952, and recorded in Volume 100, Page 363, of Official Records of Inyo County.

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CALENDAR PAGE	309.6
MINUTE PAGE	1999

EXCEPTING from the within conveyance of parcels No. 2, 3, 4 and 6, as hereinabove described, the following lands and interests in lands heretofore conveyed or granted and as excepted and reserved in the said Deed from Pittsburgh Plate Glass Company to Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Pittsburgh Plate Glass Company to the State of California, by Grant Deed, dated July 2, 1952, recorded in Volume 98, Page 117, Official Records of Inyo County, more particularly described as follows:

A parcel of land lying across the West half of the West half of Section 12, and the West half of the southwest quarter of Section 1, all in Township 17 South, Range 36 East, MDM, in the County of Inyo, State of California, which said parcel of land is more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of said Section 12; thence North  $0^{\circ}01'08''$  West, along the West line of said Section 12, a distance of 1577.68 feet; thence, leaving said West section line, North  $4^{\circ}03'$  East, 1051.86 feet; thence along a curve to the right with a radius of 20080.00 feet through an angle of  $1^{\circ}50'$ , a distance of 642.51 feet; thence North  $5^{\circ}53'$  East, 4662.52 feet to the North line of said West half of the southwest quarter of Section 1; thence East along said North line, a distance of 130.68 feet; thence, leaving said North line, South  $5^{\circ}53'$  West, 4675.91 feet; thence along a curve to the left with a radius of 19950.00 feet, through an angle of  $1^{\circ}50'$ , a distance of 638.35 feet; thence South  $4^{\circ}03'$  West, 1206.74 feet; thence South  $0^{\circ}32'$  East, 194.02 feet; thence from a tangent which bears South  $11^{\circ}19'26''$  West, along a curve to the left with a radius of 3329.20 feet, through an angle of  $21^{\circ}09'20''$ , a distance of 1229.25 feet to a point on the South line of said Section 12; thence West along

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MINUTE PAGE 2000

said South line of Section 12, a distance of 103.42 feet, to the POINT OF BEGINNING.

Consisting of 22.38 acres, more or less, including 14.49 acres lying within the existing highway and within railroad right of way.

ALSO EXCEPTING from the within conveyance of Parcels No. 2, 3, 4 and 6, as hereinabove described, the following lands and interests in lands heretofore conveyed or granted by the said Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Columbia-Southern Chemical Corporation to the State of California, by a Grant Deed, dated October 2, 1956, recorded in Volume 123, Page 572, Official Records of Inyo County, more particularly described as follows:

BEGINNING at a point in the West line of said Section 12, distant North  $0^{\circ}01'08''$  West, 1577.68 feet from the southwest corner thereof, an angle point in the westerly line of the existing State Highway Lands, described in the Deed, recorded July 16, 1952, in Book 98, Page 117, Official records of Inyo County, said point also being distant North  $85^{\circ}57'$  West, 80.00 feet from Engineer's Station K7 206+ 91.59 of the base line of State Highway, Road IX-Iny-23-K; thence, from said POINT OF BEGINNING, along said westerly line described in said Deed, North  $4^{\circ}03'$  East, 826.74 feet to the intersection thereof with the northwesterly line of the 1929 State Highway, per S.C.C. 2739; thence South  $15^{\circ}00'05''$  West, 227.05 feet to the intersection of said northwesterly line of the 1929 State Highway, with said West Section line; thence along said West section line, South  $0^{\circ}01'08''$  East, 605.37 feet, more or less, to the POINT OF BEGINNING.

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CALENDAR PAGE	309.8
MINUTE PAGE	2001

Conveyance of all of the parcels hereinabove described, together with the appurtenances thereto, is made expressly subject to all legal highways and to any and all valid subsisting conveyances, conditions, covenants, restrictions, reservations, exceptions, rights of way, easements, servitudes and encumbrances affecting the same or any part thereof, whether or not specifically recited in this Deed.

TOGETHER WITH all accretions and relictions accruing to said Parcels No. 2, 3, 4 and 6 as described in said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company.

EXCEPTING FROM the above lands described in said Confirmatory deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company, recorded in Volume 176 O.R. 149, those portions of Parcels No. 2, 4 and 6 described as follows:

Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, Page 46, in the Office of the County Recorder of Inyo County.

ALSO EXCEPTING FROM the above lands described in said Confirmatory Deed, those portions of Parcels No. 3 and 4, described as follows:

BEGINNING at the northeast corner of Parcel No. 1 as shown on said Parcel Map No. 70, said point of beginning also being the northeast corner of Parcel No. 3 as described in said Confirmatory Deed; thence S 00° 58' 46" W 1649.76 feet along the easterly line of Parcel No. 1 to a 1" iron pipe and tag set on the U. S. Meander line of Owens Lake as shown on said Parcel Map No. 70; thence along said meander line and southeasterly line of said Parcel No. 1, the following two courses:

1. S 61°34'47" W 586.36 feet;
2. S 38°48'28" W 548.75 feet, to a 1" iron pipe and tag set on the southerly line of said Parcel No. 1; thence along said southerly line S 89°55'27" W 1183.35 feet to a point herein designated Point "A"; thence N 00°21'02" E 2346.48 feet, to a point on the northerly line of said Parcel No. 1; thence along said

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MINUTE PAGE 2002

northerly line N 89°41'03" E 2056.82  
feet to the point of beginning.

ALSO RESERVING an easement for ingress and  
egress over a strip of land 100 feet in width,  
lying northerly of the following described  
line:

BEGINNING at a point herein before  
designated Point "A"; thence along  
the southerly line of Parcel No. 1  
as shown on said Parcel Map No. 70,  
S 89°55'27" W 1338.09 feet to a 1"  
iron pipe and tag set on the  
easterly right-of-way line of U. S.  
Highway No. 395 as shown on said  
Parcel Map No. 70, and at the end of  
the herein described line, the  
northerly line of said 100 foot  
strip to be lengthened or shortened  
to begin at the westerly line of  
herein above described exception and  
terminate at said easterly right-of-  
way line.

END OF DESCRIPTION

PREPARED BY OTHERS AND REVISED BY BOUNDARY INVESTIGATION UNIT, ROY  
MINNICK, SUPERVISOR.

CALENDAR PAGE 185  
MINUTE PAGE 4223

CALENDAR PAGE 309.10  
MINUTE PAGE 2003

EXHIBIT "D"

LAND DESCRIPTION

Three parcels of land situated in Inyo County, State of California, more particularly described as follows:

Parcel No. 1

Lots 1 and 2 of the fractional northeast quarter, the northwest quarter of the fractional southeast quarter, and the East half of the North half of Lot 1 of the southwest quarter of fractional Section 6, Township 18 South, Range 37 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

Parcel No. 2

All those lakelands lying in Sections 6 and 7, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for lakeland Location 2175, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 355, dated November 9, 1907.

ALSO, all those lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being a portion of the same lands more particularly described in the field notes of survey for Lakeland Location 2168, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 353, dated July 20, 1907.

ALSO, all those lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being a portion of the same lands more particularly described in the field notes of survey for Lakeland Location 2159, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 371, dated November 4, 1910.

Parcel No. 3

An easement for ingress and egress over a strip of land 100 feet in width lying northerly

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CALENDAR PAGE	309.11
MINUTE PAGE	2004

following described line:

BEGINNING at the northeast corner of Lot No. 1 of the southwest quarter of fractional Section 6, Township 19 South, Range 37 East, MDN, according to the Official Plat thereof, dated August 13, 1956; thence westerly along the northerly lines of said Lot No. 1 and of Lot No. 2 of said southwest quarter to the southeast corner of Lot No. 1 of the northeast quarter of Section 1, Township 18 South, Range 36 East, MDN, according to the Official Plat thereof, dated August 13, 1956; thence westerly along the southerly line of said lot No. 1 to the easterly right-of-way line of U. S. Highway No. 395 and the end of the herein described line, the northerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

END OF DESCRIPTION

PREPARED AUGUST 3, 1984 BY BOUNDARY INVESTIGATION UNIT, ROY MINNICK, SUPERVISOR.

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MINUTE PAGE	4225
CALENDAR PAGE	309.12
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LAND DESCRIPTION

Three parcels of land situated in the County of Inyo, State of California, being more particularly described as follows:

Parcel No. 1

Lots 1 and 2 of the fractional northeast quarter, the northwest quarter of the fractional southeast quarter, and the East half of the North half of Lot 1 of the southwest quarter of fractional Section 6, Township 18 South, Range 37 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

Parcel No. 2

ALL these Lakelands lying in Sections 6 and 7, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2175, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 355, dated November 9, 1907.

ALSO, all those Lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2168, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 353, dated July 20, 1907.

ALSO, all those Lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2159, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 371, dated November 4, 1910.

Parcel No. 3

An easement for ingress and egress over a strip of land 100 feet in width lying southerly of the following described line:

BEGINNING at the northeast corner of Lot No. 1 of the northwest quarter of fractional Section 6, Township 18 South, Range 37 East, MDM, according to the Official Plat thereof, dated August 13, 1856; thence westerly along the northerly line of said Lot No. 1 to the northeast corner of Lot No. 1 of the northeast quarter of Section 1, Township 18 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856; thence westerly along the northerly line of said Lot No. 1 to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the southerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

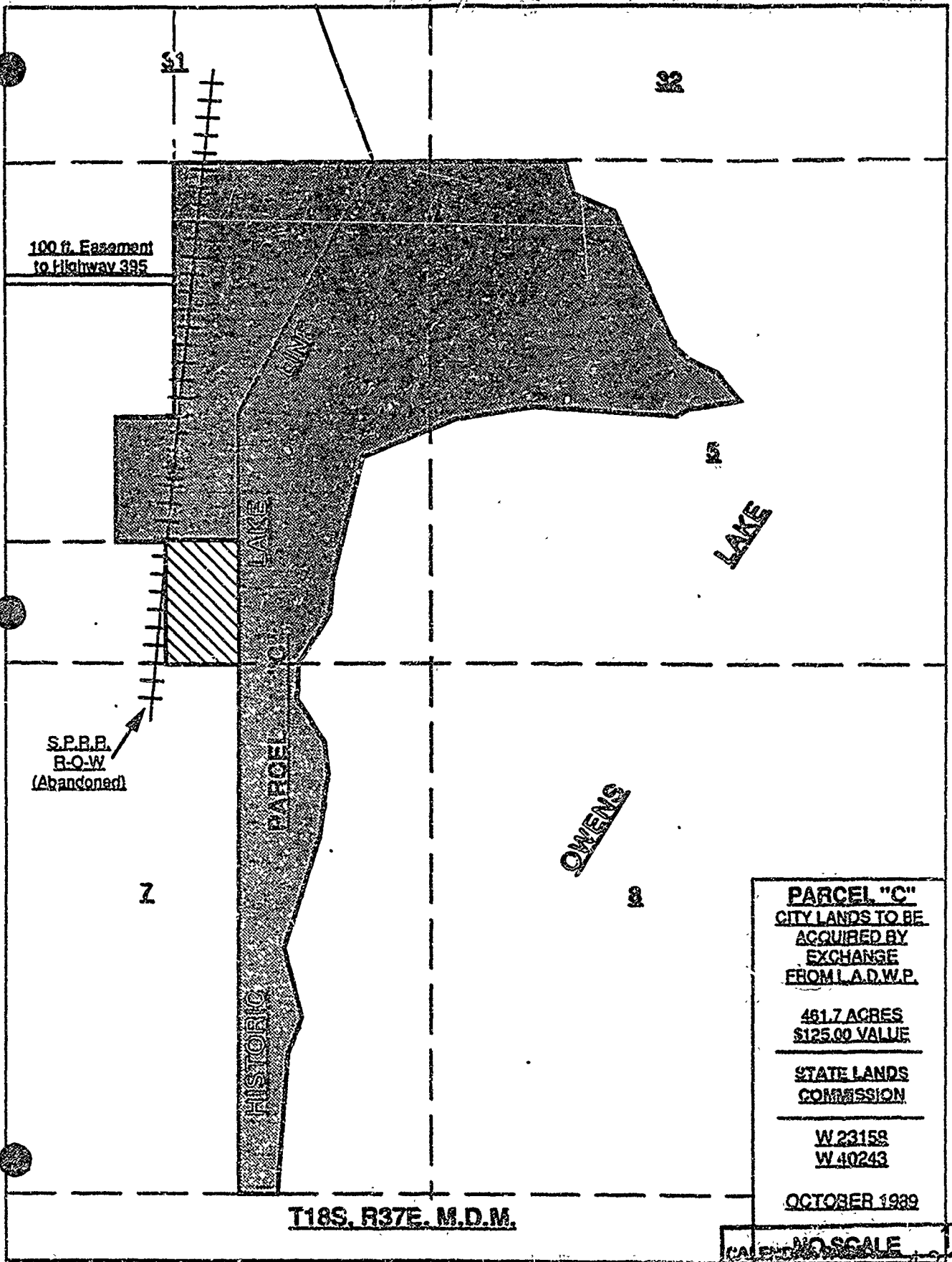
END OF DESCRIPTION

CALENDAR PAGE 186  
MINUTE PAGE 4226

PREPARED SEPTEMBER 6, 1989, BY BOUNDARY INVESTIGATION

ONE HUNDRED PAGE  
MINUTE PAGE





100 ft. Easement  
to Highway 395

S.P.R.R.  
R-O-W  
(Abandoned)

HISTORIC  
PARCEL C

OWENS  
LAKE

LAKE

**PARCEL "C"**  
**CITY LANDS TO BE**  
**ACQUIRED BY**  
**EXCHANGE**  
**FROM L.A.D.W.P.**

**461.7 ACRES**  
**\$125.00 VALUE**

**STATE LANDS**  
**COMMISSION**

**W 23158**  
**W 40243**

**OCTOBER 1989**

**T18S, R37E, M.D.M.**

CALENDAR NO SCALE 189  
MINUTE PAGE 4227

**LAND DESCRIPTION**

Those lands situated in Sections 1 and 12, Township 17 South, Range 36 East, MDM, in the County of Inyo, State of California, being a portion of Parcels 2, 4, and 6, as conveyed by PPG Industries, Inc., a Corporation of the Commonwealth of Pennsylvania, to the State of California, by that certain Corporation Grant Deed, recorded October 11, 1983, as Document No. 834719 of the Official records of Inyo County, and being more particularly described as follows:

Parcel No. 2

The North half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDM, shown as having 52.40 acres, according to the Official Plat thereof, dated August 13, 1856, for which Patent No. 978380 from the United States of America to Walter A. Kuhnert was issued under the date of April 29, 1926, and is recorded in the Office of Inyo County Recorder, in Volume 7, Page 357, of Official Records.

Parcel No. 4

The fractional southeast quarter of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the northeast quarter of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the West half of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

**EXCEPTING THEREFROM** any portion thereof which was below the ordinary high water mark of Owens Lake as it existed on September 9, 1850.

**SUBJECT TO** any and all easements and rights-of-way, whether of record or not, granted to and held by the Southern Pacific Company.

Parcel No. 6

The South half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the South half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the North half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

The said Parcels No. 2, 4, and 6, having been previously conveyed to Columbia-Southern Chemical Corporation by Pittsburgh Plate Glass Company by Deed dated December 1, 1952 and recorded in Volume 100, Page 363, of Official Records of Inyo County.

**EXCEPTING** from the within conveyance of Parcels No. 2, 4, and 6, as hereinbefore described, the following lands and interests in lands heretofore conveyed or granted and as excepted and reserved in the said Deed from Pittsburgh Plate Glass Company to Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Pittsburgh Plate Glass Company to the State of California by Grant Deed, dated July 2, 1952, recorded in Volume 98, Page 117, Official records of Inyo County, and being more particularly described as follows:

A parcel of land lying across the West half of the West half of Section 12, and the West half of the Southwest quarter of Section 1, all in Township 17 South, Range 36 East, MDM, in the County of Inyo, State of California, which said parcel of land is more particularly described by metes and bounds as follows:

**BEGINNING** at the southwest corner of said Section 12; thence North  $00^{\circ} 01' 08''$  West, along the west line of said Section 12, a distance of 1577.68 feet; thence, leaving said West Section line, North  $04^{\circ} 03'$  East, 1051.86 feet; thence along a curve to the right with a radius of 20,080.00 feet through an angle of  $01^{\circ} 50'$ , a distance of 642.51 feet; thence North  $05^{\circ} 53'$  East, 4,662.52 feet to the North line of said West half of the South west quarter of Section 1; thence East along said North line, a distance of 130.68 feet; thence, leaving said North line, South  $05^{\circ} 53'$  West, 4,675.91 feet; thence along a curve to the left with a radius of 19,950.00 feet, through an angle of  $01^{\circ} 50'$  a distance of 638.35 feet; thence, South  $04^{\circ} 03'$  West, 1,206.74 feet; thence South  $00^{\circ} 32'$  East, 194.02 feet; thence from a tangent which bears South  $11^{\circ} 19' 26''$  West, along a curve to the left with a radius of 3,329.20 feet, through an angle of  $21^{\circ} 09' 20''$ , a distance of 1,229.25 feet to a point on the South line of said Section 12; thence West along said South line of Section 12, a distance of 103.42 feet, to the **POINT OF BEGINNING**.

Consisting of 22.38 acres, more or less, including 14.49 acres lying within the existing highway and within railroad right of way.

**SO EXCEPTING** from the within conveyance of Parcels No. 2, 4, and 6, as hereinbefore described, the following lands and interests in lands heretofore conveyed or granted by the said Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Columbia-Southern Chemical Corporation to the State of California, by a Grant Deed, dated October 2, 1956, recorded in Volume 123, Page 572, Official records of Inyo County, and being more particularly described as follows:

**BEGINNING** at a point in the West line of said Section 12, distant North  $00^{\circ} 01' 08''$  West, 1577.68 feet from the southwest corner thereof, an angle point in the westerly line of the existing State Highway Lands, described in the Deed, recorded July 16, 1952, recorded in Book 98, Page 117, Official records of Inyo County, said point also being distant North  $85^{\circ} 57'$  West, 80.00 feet from Engineer's Station K7 206+91.59 of the baseline of State Highway, Road IX-Iny-23-K; thence, from said **POINT OF BEGINNING**, along said westerly line described in said Deed, North  $04^{\circ} 03'$  East, 826.74 feet to the intersection thereof with the northwesterly line of the 1929 State Highway, per S.C.C. 2739; thence South  $15^{\circ} 00' 05''$  West, 227.05 feet to the intersection of said 1929 State Highway, with said West Section line; thence along said West section line, South  $00^{\circ} 01' 08''$  East, 605.37 feet, more or less, to the **POINT OF BEGINNING**.

Conveyance of all of the parcels hereinabove described, together with the appurtenances thereto, is made expressly subject to all legal highways and to any and all valid subsisting conveyances, conditions, covenants, restrictions, reservations, exceptions, rights of way, easements, servitudes, and encumbrances affecting the same or any part thereof, whether or not specifically recited in this Deed

**TOGETHER WITH** all accretions and relictions accruing to said Parcels No. 2, 4, and 6, as described in said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company.

**EXCEPTING FROM** the above lands described in said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company, recorded in Volume 176, Page 149, Official Records of Inyo County, those portions of Parcels No. 2, 4, and 6 being more particularly described as follows:

Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, Page 46, in the Office of the County Recorder of Inyo County.

**ALSO EXCEPTING FROM** the above lands described in said Confirmatory Deed, those portions of Parcels No. 2, 4, and 6 lying easterly of the westerly right-of-way line of the Southern Pacific Railroad Company railway right-of-way.

**RESERVING** an easement for ingress and egress over a strip of land 100 feet in width lying northerly of the northerly line of Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, at Page 46, in the Office of the County Recorder of Inyo County, described as follows:

**BEGINNING** at the intersection of said northerly line of Parcel 3 with the westerly line of the Southern Pacific Railroad Company right-of-way; thence westerly along said northerly line to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the northerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

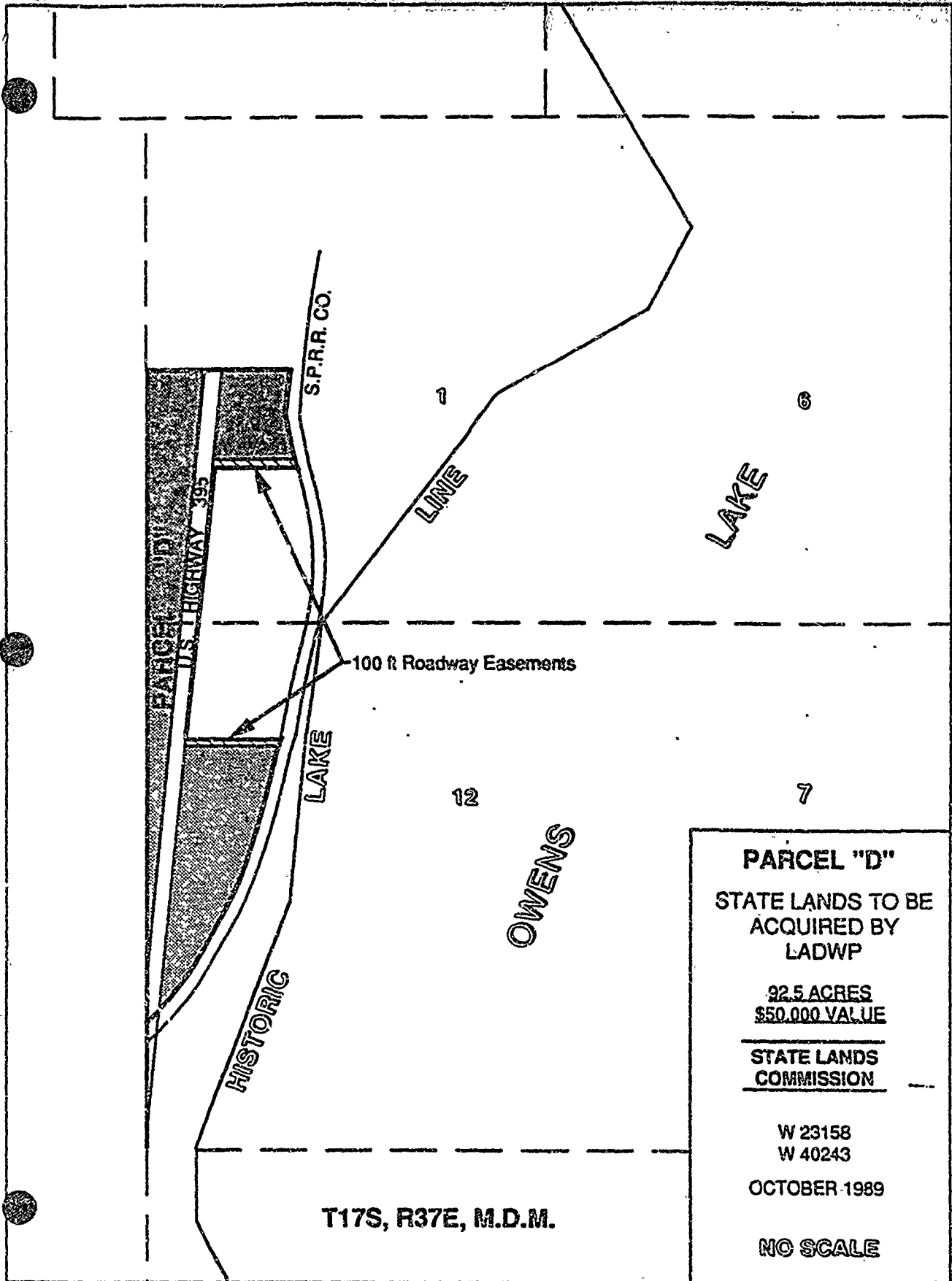
**ALSO RESERVING** an easement for ingress and egress over a strip of land 100 feet in width lying southerly of the southerly line of Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, at Page 46, in the Office of the County Recorder of Inyo County, described as follows:

**BEGINNING** at the intersection of said southerly line of Parcel 3 with the westerly line of the Southern Pacific Railroad Company right-of-way; thence westerly along said southerly line to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the southerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

**END OF DESCRIPTION**

DESCRIPTION PREPARED BY OTHERS, REVIEWED AND REVISED SEPTEMBER 6, 1989, BY BOUNDARY INVESTIGATION UNIT No. 3

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T17S, R37E, M.D.M.

**PARCEL "D"**  
 STATE LANDS TO BE  
 ACQUIRED BY  
 LADWP

92.5 ACRES  
\$50,000 VALUE

STATE LANDS  
COMMISSION

W 23158  
 W 40243

OCTOBER 1989

NO SCALE

EXHIBIT I  
PARCEL E  
KERN COUNTY

W 23158  
W 40243

### LAND DESCRIPTION

A parcel of land situated in the County of Kern, State of California, being more particularly described as follows:

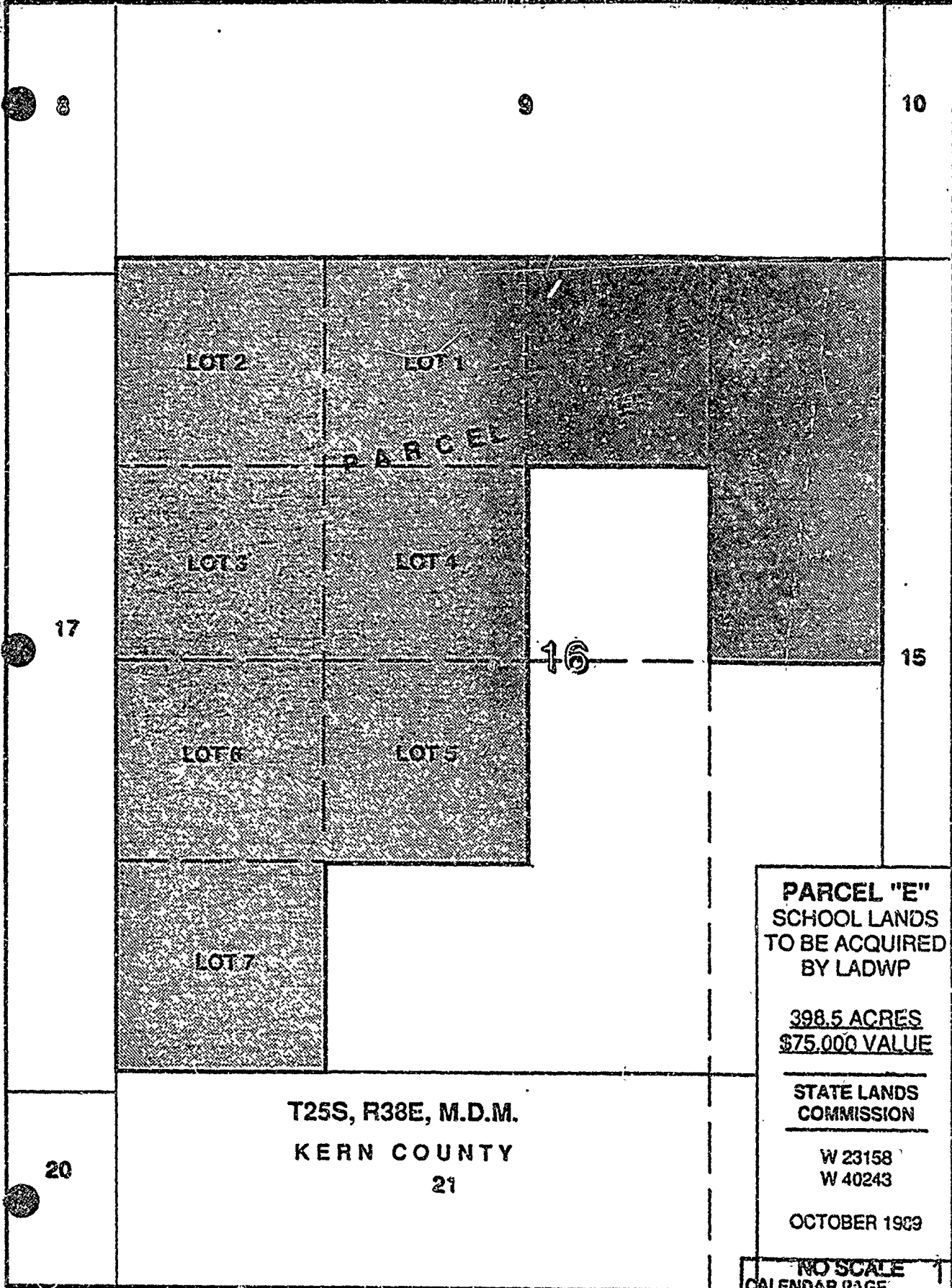
Lots 1, 2, 3, 4, 5, 6, and 7, and also the Northeast 1/4 of Section 16, Township 25 South, Range 38 East, MDM, according to the Official Plat thereof, dated April 4, 1930.

**EXCEPTING THEREFROM** the Southwest 1/4 of the Northeast 1/4 of said Section 16.

**END OF DESCRIPTION**

PREPARED SEPTEMBER 6, 1989, BY BOUNDARY INVESTIGATION UNIT No. 3.

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**PARCEL "E"**  
**SCHOOL LANDS**  
**TO BE ACQUIRED**  
**BY LADWP**

398.5 ACRES  
\$75,000 VALUE

STATE LANDS  
 COMMISSION

W 23158  
 W 40243

OCTOBER 1989

NO SCALE 195  
 CALENDAR PAGE  
 MINUTE PAGE 4233

Department of Water and Power  the City of Los Angeles

TOM BRADLEY  
Mayor

Commission  
RICK J. CARUSO, *President*  
JACK W. LEENEY, *Vice President*  
ANGEL M. ECHEVARRIA  
CAROL WHEELER  
WALTER A. ZELMAN  
JUDITH K. DAVISON, *Secretary*

NORMAN E. NICHOLS, *General Manager and Chief Engineer*  
ELDON A. COTTON, *Assistant General Manager - Power*  
DUANE L. GEORGESON, *Assistant General Manager - Water*  
DANIEL W. WATERS, *Assistant General Manager - External Affairs*  
NORMAN J. POWERS, *Chief Financial Officer*

October 19, 1989

Mr. James R. Frey  
California State Lands  
Commission  
1807 13th Street  
Sacramento, California 95814

Dear Mr. Frey:

Owens Lake Land Exchange

Enclosed please find two copies of a Memorandum of Agreement between the State of California, State Lands Commission (Commission) and the City of Los Angeles Department of Water and Power (Department), for a land exchange involving property in Inyo and Kern Counties. The Agreement is a draft, but has been transmitted as a final in the event that the Commission accepts it in its present form. Please review the Agreement and return the original with the Commissions' signature or proposed changes.

If you have any questions, please contact Mr. Steven B. McBain at (213) 481-3535.

Sincerely,

*Dennis C. Williams*  
DENNIS C. WILLIAMS  
Engineer in Charge  
Los Angeles Aqueduct Division

Enclosures

c: Mr. Steven B. McBain

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MINUTE PAGE 4234



MEMORANDUM OF AGREEMENT

This Agreement is entered into between the STATE OF CALIFORNIA, STATE LANDS COMMISSION ("COMMISSION") and the CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER ("DEPARTMENT") and is made in recognition of the following facts:

Recitals

The COMMISSION is the owner of the bed of Owens Dry Lake in Inyo County. It has an existing lease with LAKE MINERALS CORPORATION ("LAKE MINERALS") to permit LAKE MINERALS to mine chemicals and minerals from the bed of Owens Lake.

The COMMISSION is considering expanding the mining of chemicals and minerals from the bed of Owens Lake and expanding the leasehold interest of LAKE MINERALS to do so.

The CITY OF LOS ANGELES is the owner of certain parcels of land in proximity to Owens Lake, which parcels are under the control and management of the DEPARTMENT. These parcels are needed by the COMMISSION to facilitate the proposed expanded mining operations of LAKE MINERALS.

It is proposed that the DEPARTMENT exchange these City-owned properties for certain parcels of land owned by the State of California in Inyo and Kern Counties. The City-owned properties have been determined to be of equal value with the State-owned parcels.

In 1987, the DEPARTMENT entered into an Agreement with LAKE MINERALS. This Agreement generally provided that the DEPARTMENT would exchange certain City lands with the State of California to facilitate the expanded mining operations on Owens

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Lake. The Agreement between the DEPARTMENT and LAKE MINERALS provides, in part, that LAKE MINERALS will assume all risk of damages and waive any claim for damages against the DEPARTMENT for damages to its facilities, equipment, mine area and employees as a result of any flooding or water released on the Owens Lake by the DEPARTMENT. The Agreement further provided that LAKE MINERALS would pay to the DEPARTMENT certain prescribed sums of money for monitoring, research and mitigation measures for wind-caused dust that comes off Owens Lake as required of the DEPARTMENT by the Great Basin Unified Air Pollution Control District pursuant to Public Resources Code section 42316. A copy of this Agreement is attached hereto as Exhibit "A."

The Charter of the City of Los Angeles provides that all property owned by the City is owned in the name of the City of Los Angeles but may be under the control and management of certain departments of the City. The City parcels to be exchanged are owned by the City and under the control and management of the DEPARTMENT. Conveyance of these properties to the State requires approval by the City Council of the City of Los Angeles.

This Agreement has an Exhibit "A," "C," "D," and "E." There is no Exhibit "B."

The COMMISSION and the DEPARTMENT agree as follows:

1. The DEPARTMENT agrees to convey to the STATE OF CALIFORNIA all those certain lands in the County of Inyo and more particularly described on Exhibit "C," attached hereto. Such conveyance also includes an easement for ingress and egress over a strip of land 100 feet in width and more particularly described

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as Parcel No. 3 on Exhibit "C". Such conveyance will include all mineral rights. The Charter of the City of Los Angeles prohibits the conveyance of water or water rights without the approval of the City Council and a vote of two-thirds of the voters. Accordingly, all water and water rights on Parcel "C" are hereby reserved unto the CITY OF LOS ANGELES. A map (designated "Parcel 'C'") depicting the lands to be conveyed as described in Exhibit "C" is attached and follows Exhibit "C".

2. The COMMISSION agrees to convey to the City all those certain lands in the County of Inyo, State of California, as more particularly described on Exhibit "D," attached hereto. A map (designated "Parcel 'D'") depicting the lands to be conveyed as described in Exhibit "D" is attached and follows Exhibit "D".

3. The COMMISSION agrees to convey to the City all those certain lands in the County of Kern, State of California, and more particularly described on Exhibit "E," attached hereto. A map (designated "Parcel 'E'") depicting the lands to be conveyed as described as Exhibit "E" is attached and follows Exhibit "E".

4. The COMMISSION recognizes the City has certain dominant interests in the Agreement with Lake Minerals (Exhibit "A") and in this exchange of lands with the State. These interests include an agreement to indemnify and hold harmless the City by the State's lessee of Owens Lake for any damage caused by flooding or water released onto Owens Lake as provided in provision 3 of Exhibit "A." Further, the City seeks assistance regarding payment of costs for monitoring, research and

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mitigation measures relating to wind-blown dust off of Owens Lake as may be imposed by the Great Basin Air Pollution Control District pursuant to Public Resources Code section 42316, as set forth in provision 5 of Exhibit "A". The COMMISSION either believes it cannot legally bind successor Commissions, or it would not be prudent to bind successor Commissions to impose the conditions set forth on Exhibit A on any future lessees other than LAKE MINERALS, its successor or assigns. Nonetheless, the COMMISSION recognizes the concerns of the CITY OF LOS ANGELES and does agree that in the event the bed of Owens Lake is leased to a lessee other than LAKE MINERALS, its successors and assigns, that it will consider the concerns of the CITY OF LOS ANGELES as set forth in Exhibit A and may require the same or similar provisions of a future lessee other than LAKE MINERALS, its successors and assigns, as the COMMISSION deems reasonable, prudent, and fair, with due regard to the time and circumstances of such future lease.

5. The parties agree that the parcels to be exchanged are of equal value.

6. The City agrees to convey all mineral interests to the State in Parcel "C." The COMMISSION reserves all mineral interest to the State pursuant to Public Resources Code section 6401 in parcels described in Exhibit "D" and "E."

7. The DEPARTMENT shall retain all water rights in the parcel described in Exhibit "C" to be conveyed to the State.

8. The lands conveyed by the COMMISSION to the DEPARTMENT shall be burdened by constitutional and statute easements for fishing and highway access.

9. If either the DEPARTMENT or the COMMISSION desires title insurance, such party shall bear its own cost of title insurance.

10. The DEPARTMENT, pursuant to Public Resources Code section 6370, et seq., agrees to dedicate the Kern County parcel to open spaces and uses related to the operation and maintenance of water and electric facilities.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

By \_\_\_\_\_

And \_\_\_\_\_  
Secretary

STATE LANDS COMMISSION

By \_\_\_\_\_  
JAMES R. TROUT  
Assistant Executive Officer

Dated: \_\_\_\_\_

4035

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MINUTE PAGE 4240

12

TO: BOARD OF WATER AND POWER COMMISSIONERS DATE: November 13, 1987

SUBMITTED BY:

*Donald Langworthy*  
Assistant General Manager - Water  
*Paul H. Hansen*  
General Manager  
Fire Chief

SUBJECT:

Agreement No. 10009 with Lake Minerals Corp. that will facilitate the leasing of Owens Lake Bed for expanded mining operations

NOV 17 1987

Board of Water & Power Com'rs.  
CITY OF LOS ANGELES

FOR COMMISSION OFFICE USE:

RES. No. 88 103

NOV 19 1987

1 COPY RES. TO - *Water 11/23/87*  
*Level 1*

*ag 11/19/87*

FOR: APPROVAL

INFORMATION

AGENDA:

CONSENT

REGULAR

COMMITTEE APPROVAL:

LAND/LEAS. COMMITTEE

*[Signature]*

SUMMARY

Transmitted herewith for your approval is a resolution approved as to form and legality by the City Attorney, authorizing Agreement No. 10009, between the Department and Lake Minerals Corporation (LMC). The Agreement provides: 1) LMC will contribute significant sums of money to the Department, providing LMC proceeds with its plans to construct and operate a new soda ash plant at the lake, to defray costs incurred by the Department relating to monitoring, research, and mitigation of wind-caused dust that comes from Owens Lake; 2) protection for the Department from legal actions relative to flooding of the lake; and 3) commits the Department to use its best efforts to complete a proposed land exchange with the California State Lands Commission (SLC) of certain City-owned lands, under the control and management of the Department, adjacent to Owens Lake. The SLC, in turn, is to convey State lands of equal value to the City. Agreement No. 10009 becomes effective only after the completion of the land exchange with the SLC and commencement of LMC's expanded mining development on Owens Lake.

Agreement No. 10009 is only between LMC and the Department. It does not include the land exchange between the SLC and the Department which will take approximately three to six months from the date of this agreement to complete. Agreement No. 10009 is being processed at this time because it will aid LMC in securing financial partners for the project. LMC is aware that Agreement No. 10009 will not become effective unless the proposed land exchange between the SLC and the Department is subsequently approved by your Board and the City Council.

0004019

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MINUTE PAGE 4241

BACKGROUND

The SLC, as proprietary owner of the bed of Owens Lake, has an existing lease with LMC to permit LMC to mine minerals from the bed of the lake. The SLC, at the request of LMC, has been considering the expansion of the lease-hold interest in the bed of the lake. The SLC, LMC, and the Department have been conferring and negotiating intermittently for approximately six years to put the expanded leasing operations in a proper practical and legal framework. Recently, LMC and the SLC have shown renewed interest and want to make the expanded mining operations a reality.

The Department is involved in these negotiations for several reasons. The Department has diverted and continues to divert the water that would naturally flow onto the lake. As a result, there has been a physical situation created that permits the mining of the dry lake bed. The City of Los Angeles owns certain property on the uplands around the lake that are under the control and management of the Department. These properties are necessary for the expanded mining operation on the lake. The Department is interested in ensuring its continued right to release water onto the lake in periods of extraordinary runoff, and is seeking assistance from any lessée of the bed of Owens Lake on any air quality duties imposed or assumed by the Department regarding Owens Lake pursuant to California Health and Safety Code Section 42316.

The City lands required for the expanded mining operation are the subject of a proposed land exchange with the SLC. This proposed land exchange is depicted on Attachments 1 and 2 hereto. It is proposed that the Department exchange Parcels A and C to the SLC in return for Parcels B, D, and E, as depicted on the attachments.

THE AGREEMENT

Agreement No. 10009 will not become effective until the completion of the land exchange. More specifically, it will not become effective until the vesting to the SLC of the City's 460-acre parcel designated as Parcel C.

The Department agrees to use its best efforts to complete the land exchange. The Department further agrees not to assert any royalty claim on the leased premises. Any potential royalty claim is highly questionable, in any event.

LMC agrees, in turn, not to make any claim against the Department, on any legal theory whatsoever, as a result of any



flooding on Owens Lake. Twice in the past the Department has had to defend itself from such claims brought by the SLC's lessees of the bed of Owens Lake.

LMC further agrees to contribute to the Department's costs for air quality monitoring, research, and mitigation of dust emanating from Owens Lake. These costs are imposed on the Department by California Health and Safety Code Section 42316, as administered by the Great Basin Unified Air Pollution Control District. The Agreement provides LMC will share these research and mitigation costs, based on a formula, up to a maximum contribution to the Department of approximately \$100,000 per year with an inflationary adjustment plus a proportionate share of actual monitoring costs.

CONCLUSION

In accordance with the California Environmental Quality Act of 1970 (CEQA), it has been determined that the execution of the Agreement is exempt under Los Angeles City Guidelines Article III, Section 1.

The accompanying resolution authorizes and directs the General Manager and Chief Engineer or Assistant General Manager - Water to execute Agreement No. 10009 on behalf of the Department.

It is recommended that the Board adopt this resolution.

Attachments

RESOLUTION NO. 88 103

Be it resolved that the Board of Water and Power Commissioners authorize and directs the General Manager and Chief Engineer or the Assistant General Manager - Water to execute Agreement No. 10009 on behalf of the Department of Water and Power and perform the duties prescribed therein.

I hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of The City of Los Angeles at its meeting held NOV 19 1987

*Judith L. Division*  
Secretary

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AGREEMENT

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of NOV, 1987, between LAKE MINERALS CORPORATION, a California corporation (hereinafter "LMC"), and THE CITY OF LOS ANGELES, DEPARTMENT OF WATER AND POWER (hereinafter "DWP");

Recitals:

A. LMC is the lessee under existing leases with the California State Lands Commission (SLC) of approximately 16,120 acres of sovereign State land on the bed of Owens Lake for purposes of extraction of minerals, and LMC proposes to apply for a lease from SLC of approximately 3,200 acres of additional sovereign state land on said lake bed as well as state-owned uplands adjacent thereto. Some of said uplands are being acquired by SLC in a land exchange with DWP (hereinafter "Land Exchange"), which is being executed and consummated contemporaneously with the execution of this Agreement. The key parcel of the exchange is a certain 461-acre parcel of City land to be exchanged with SLC and generally depicted as Parcel C on the attached drawing (Exhibit 1).

It is the intent of the parties hereto that this Agreement shall be effective on the completion of said Land Exchange, which, for purposes of this Agreement, shall be deemed

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MINUTE PAGE	<u>4245</u>

to have occurred on the date when the deed to the City's 461-acre parcel (Parcel C) shall have been recorded by SLC with the Inyo County Recorder demonstrating vesting title to the exchanged parcel in the State of California.

The land exchange is generally set forth in Exhibit 1. After the conveyance of Parcel C to the State by the City, the Department agrees to continue to pursue the completion of the rest of the land exchange and to use its best efforts to obtain the conveyance of Parcel B to the City in exchange for Parcel A, as set forth on Exhibit 1.

B. In reliance on said existing and proposed leases, LMC proposes to expand substantially and intensify its present mineral extraction operations on said lake bed lands and to construct and operate a soda ash plant on said uplands adjacent thereto, requiring substantial expenditures of money by LMC.

C. DWP owns certain uplands adjacent to said lake bed and certain lake land locations on said lake bed, and also owns and exercises water rights to divert water, from the Owens River and its tributaries upstream from Owens Lake, to the City of Los Angeles, for municipal use and hydroelectric power generation. This is water which otherwise would flow into Owens Lake. DWP also pumps groundwater from the Owens Valley to supplement the surface supply, with minimal pumping during wet years and maximum pumping during very dry years.

D. Upstream water diversions from the Owens River dating back to the late 1800s have resulted in dewatering most of the bed of Owens Lake. However, after DWP commenced operating the Los Angeles Aqueduct in 1913, there have been times when the dry lake bed was flooded. It is in the best interest of DWP, consistent with its own needs and based on reasonable decisions, not to release water onto Owens Lake but to use such water for beneficial purposes in the City of Los Angeles. Drawing upon historical precedent, it is inevitable that water will again be released or will run off onto the lake when the water runoff exceeds the carrying capacity of the Aqueduct facilities, and it is likely to occur one or more times during the life of LMC's operation on the lake bed. Small amounts of water may reach the lake from the lower Owens River bed under normal or drier conditions, as a result of a project or projects implemented by DWP as part of an agreement with Inyo County or pursuant to a court order.

E. LMC proposes to divert water from springs which are not tributary to the Owens River but are tributary to Owens Lake, and to pump groundwater from State or LMC lands adjacent to the lake for use in connection with its mineral extraction and processing operations. The maximum total amount of water expected to be used by LMC for its operations from springs and groundwater pumping is approximately 8,100 AF/yr.

F. DWP has mitigation obligations with regard to airborne dust arising from the dewatered Owens Lake bed caused by the production, diversion, storage, or conveyance of water, which are not exclusive as to the obligation of other agencies or businesses which may have activities in the area.

G. The parties desire to provide assurances to each other as to the rights and obligations between them arising from the foregoing facts and to cooperate on air quality issues.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. LMC shall comply with all applicable laws and regulations, and shall cooperate and participate with DWP in the evaluation of dust conditions and the mitigation of airborne dust at Owens Lake.

2. DWP shall not assert any royalty claim or claim of invalidity against the existing or proposed leases by SLC to LMC of Owens Lake bed lands or uplands adjacent thereto.

3. DWP acknowledges that it is not its intent to release water to Owens Lake, except in those circumstances where such a release is the only reasonable alternative available to DWP to dispose of excess water, or where such release is in the interest of DWP as part of an enhancement/mitigation project as part of an agreement with Inyo County or court order. One of these enhancement/mitigation projects is the lower Owens River

enhancement project, which will place water in the lower Owens River below the City's diversion works, resulting in some of this water to flow naturally into Owens Lake.

If DWP, because of high runoff in the Eastern Sierra or other operational requirements, plans to release or dispose of water into Owens Lake, DWP agrees to give prompt notice to LMC of its plans so LMC can take action to remove or protect any equipment or materials it may have on the lake bed. Notwithstanding the foregoing, the flooding of Owens Lake is inevitable, and LMC agrees that it will assume all risks of damages due to flooding on Owens Lake, and that it will take whatever measures it deems necessary to protect its facilities, equipment, mining areas, and personnel from flooding, injury, and damage. LMC, for itself, its successors, and assigns, hereby waives all claims for damages and legal actions, on any theory whatsoever, against DWP or the City of Los Angeles and their officers and employees, for damages to its facilities, equipment, mining areas, or employees as a result of any flooding or water releases onto Owens Lake. LMC further agrees to indemnify and hold harmless DWP and the City of Los Angeles and their officers and employees from any claims for damages and legal actions, on any theory whatsoever, by employees, contractors, subcontractors, or persons or corporations using the lease premises with LMC's permission, due to flooding or water releases on Owens Lake.

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4. DWP has evaluated the proposed use by LMC of spring water not tributary to the Aqueduct which is adjacent to Owens Lake and LMC's proposed pumping of groundwater in the vicinity of the springs, and has found no conflict with the City of Los Angeles' existing and reasonable foreseeable use of water in and from the area. However, DWP shall not be precluded in the future from opposing or objecting to LMC's proposed use of spring water or proposed pumping of groundwater which, based on later evaluation, DWP finds would conflict with the City's existing and reasonable foreseeable use of water from the area.

5. DWP is required by Section 42316 of the California Health and Safety Code, as implemented by the Great Basin Unified Air Pollution Control District (the District), to undertake monitoring, research, and mitigation measures for wind-caused dust that comes from Owens Lake related to DWP's production, diversion, storage, or conveyance of water.

In consideration for DWP's commitments hereunder, LMC agrees to pay a portion of the monetary obligations of DWP that are required by the District by Board Order, negotiated agreement, or other process (including DWP self-imposed projects)<sup>1</sup> for

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<sup>1</sup> Regarding self-imposed projects for monitoring, research, and mitigation for which LMC is obligated to contribute money to DWP pursuant to paragraph 5(a) and paragraphs 5(b) and 5(c) as limited by paragraph 5(d). DWP agrees to confer with LMC prior to undertaking such self-imposed projects.



monitoring, research, and mitigation measures relating to the dust from Owens Lake, in accordance with the following terms and conditions:

(a) Monitoring. Commencing with the completion of the Land Exchange between DWP and SLC for the land needed by LMC for its soda ash facility, LMC shall reimburse DWP that portion of the total monitoring costs of the Owens Lake dust situation required or negotiated by the District and thereafter incurred and paid by DWP that LMC's leased area on the lake bed is of the total area of the lake bed of 70,360 acres. Monitoring costs billed to DWP by the District shall be reimbursed to DWP by LMC as provided by this paragraph 5(a), and shall be limited to DWP's actual expenditures for District-billed monitoring costs including, but not limited to, labor, materials, equipment, office expense, professional and special services, communications, insurance, rents and leases, and transportation and travel, associated with the operation and maintenance of the meteorological and air quality monitoring stations presently located at Olanche, Keeler, and Lone Pine, and any future stations related directly to the lake including southerly from the lake to the Inyo-Kern County line,

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MINUTE PAGE 4251

excluding any station directly related to the Coso Geothermal development. It is understood that DWP operates on a fiscal year basis, commencing July 1 of each year and ending on the following June 30. Monitoring costs payable by LMC pursuant to this paragraph 5(a) shall be prorated from the effective date of this Agreement to the following June 30, and, unless suspended as hereinafter provided, such monitoring costs shall thereafter be payable by LMC, annually, as follows:

At the conclusion of each fiscal year, DWP shall invoice LMC for LMC's portion of the monitoring costs incurred during that fiscal year. If requested by LMC, DWP shall provide proper documentation, as provided to DWP by the District, to support such charges. LMC agrees to pay such invoices within thirty (30) days of receipt of such invoice.

Notwithstanding any provision contained herein to the contrary, reimbursements by LMC in accord with this paragraph 5(a) shall be suspended if LMC ceases its development plans and activities associated with the construction and operation of

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a refined soda ash facility at Owens Lake, and it gives DWP written notice to that effect. During such period of suspension, DWP shall maintain accurate records of all costs paid by it pursuant to District Order, negotiation, or other process (including DWP self-imposed projects) for monitoring the dust situation at Owens Lake for which there was no reimbursement by LMC. Upon resumption by LMC of its development plans and activities, LMC shall give DWP written notice of such resumption and shall reimburse DWP for LMC's proportionate share as aforesaid of the total monitoring costs paid by DWP during such period of suspension, plus interest compounded annually at seven percent (7%). Such reimbursement shall be payable within thirty (30) days from the date of DWP's invoice therefor.

- (b) Research. Subject to the provisions of paragraph 5(d), commencing with the completion of the Land Exchange between DWP and SLC for the land needed by LMC for its soda ash facility, LMC shall accrue an obligation to reimburse DWP for that portion of the research costs related to the Owens Lake dust situation, as required by the District, by Board order, negotiated agreement,

or other process (including DWP self-imposed projects) and thereafter incurred and paid by DWP that LMC's leased area on the lake bed is to the total area of the lake bed of 70,360 acres. The amount accrued in accord with this paragraph 5(b) shall include interest compounded annually at the rate of seven percent (7%) and shall be payable by LMC to DWP on the commencement of commercial operations by LMC of its proposed soda ash facility at Owens Lake. During the period of such accrual, DWP shall advise LMC, upon request, of the reimbursement due from LMC if commercial operations are commenced by LMC at its proposed soda ash facility at Owens Lake. Notwithstanding the foregoing, LMC shall have no obligation to reimburse DWP for any part of the research activities that DWP currently have under contract with Environmental Monitoring and Services, Incorporated, nor shall LMC have any obligation to reimburse DWP for any research costs accrued in accordance with this paragraph 5(b) in the event LMC does not commence commercial operations at its refined soda ash facility at Owens Lake.

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As used in this Agreement, "commercial operations" by LMC of its proposed refined soda ash facility at Owens Lake shall be deemed to have commenced:

(i) when construction of the refined soda ash facility is completed and LMC has continuously operated said soda ash facility for a period of thirty (30) consecutive working days at no less than fifty percent (50%) of the rated capacity of said soda ash facility; or (ii) six (6) months after initial production is commenced from said soda ash facility, whichever event first occurs. LMC agrees to notify DWP in writing within thirty (30) days of the date on which initial production is commenced and the date on which commercial operations are deemed to have commenced, as provided hereinabove.

(c) Mitigation. Subject to the provisions of paragraph 5(d), upon commencement of commercial operations by LMC of its proposed refined soda ash facility at Owens Lake, LMC shall annually reimburse DWP for that portion of the total annual mitigation costs related to the Owens Lake dust situation, as required by the District, by Board order, negotiated

agreement, or other process (including DWP self-imposed projects) and thereafter incurred and paid by DWP that LMC's leased area on the lake bed is to the total area of the lake bed of 70,360 acres. Such reimbursement shall be in accordance with the provisions of paragraph 5(d).

- (d) The term "fiscal year", as used in this paragraph 5(d), shall mean DWP's fiscal year, which is July 1 through June 30 of the following year.

At the conclusion of each fiscal year following commencement of commercial operations by LMC of its proposed refined soda ash facility at Owens Lake, DWP shall invoice LMC for LMC's proportionate share of costs pursuant to paragraphs 5(b) and 5(c). If requested by LMC, DWP shall provide proper documentation as provided to DWP by the District to support such charges. LMC agrees to pay such invoices within thirty (30) days from the date of such invoice.

LMC has an obligation to pay proportional research costs to DWP that accrued from the date of the land exchange to the date of the commencement of

commercial operations as provided in paragraph 5(b). This payment of accrued research cost is due on the date of commencement of commercial operation and is not limited by the \$100,000 annual limit provided for in the following paragraph.

The maximum total combined amount that LMC shall be obligated to reimburse to DWP pursuant to the provisions of paragraphs 5(b) and 5(c), shall not exceed \$100,000 during the first full fiscal year following commencement of commercial operations by LMC of its proposed refined soda ash facility at Owens Lake. Thereafter, the \$100,000 maximum annual reimbursement due from LMC pursuant to paragraphs 5(b) and 5(c) shall be subject annually to escalation or de-escalation, based on the average percentage change for the following indicator for so long as said indicator exists and its data is published:

- (i) The Engineering News Record Index for General Construction for the end of the fourth quarter of each preceding calendar year. The reference index shall be the final index for the end of the fourth quarter of the calendar

year immediately following the first full fiscal year following commencement of commercial operations by LMC of its proposed refined soda ash facility at Owens Lake.

The maximum reimbursement due from LMC pursuant to paragraphs 5(b) and 5(c) at the end of the fiscal year in which commercial operations are deemed to commence at the soda ash facility shall be adjusted downward in the same proportion as the days remaining in said fiscal year. For example, if commercial operations are deemed to commence at the soda ash facility on April 1 of any particular fiscal year, the maximum reimbursement due from LMC pursuant to paragraphs 5(b) and 5(c) at the end of that fiscal year (June 30), would be \$25,000 (25% of \$100,000).

If during any fiscal year, following the first full fiscal year after commencement of commercial operations by LMC, LMC's proportional share of costs pursuant to paragraphs 5(b) and 5(c) exceeds \$100,000, as adjusted for escalation, such excess share of costs over the adjusted \$100,000 shall be carried over to future years.



6. All payments for accruals required by paragraphs 5(b) and 5(c) shall cease and LMC shall have no obligation to make such payments or accruals at such time as LMC permanently discontinues operation of its proposed soda ash facility at Owens Lake and provides thirty (30) days advance written notice to that effect to DWP.

7. In the event either party ("non-breaching party") is required to commence legal action against the other party ("breaching party") to enforce any of the provisions of this Agreement and the non-breaching party prevails in such action, the breaching party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the non-breaching party in bringing such action.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES  
By  
BOARD OF WATER AND POWER COMMISSIONERS  
OF THE CITY OF LOS ANGELES

BY *Paul Han*  
General Manager and Chief Engineer  
And *Judith S. Spivak*  
Secretary

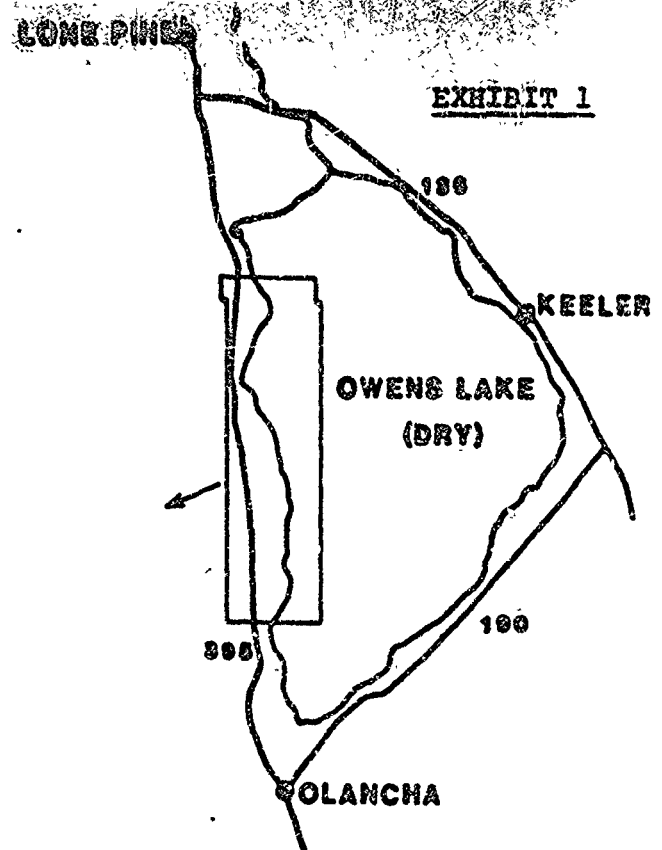
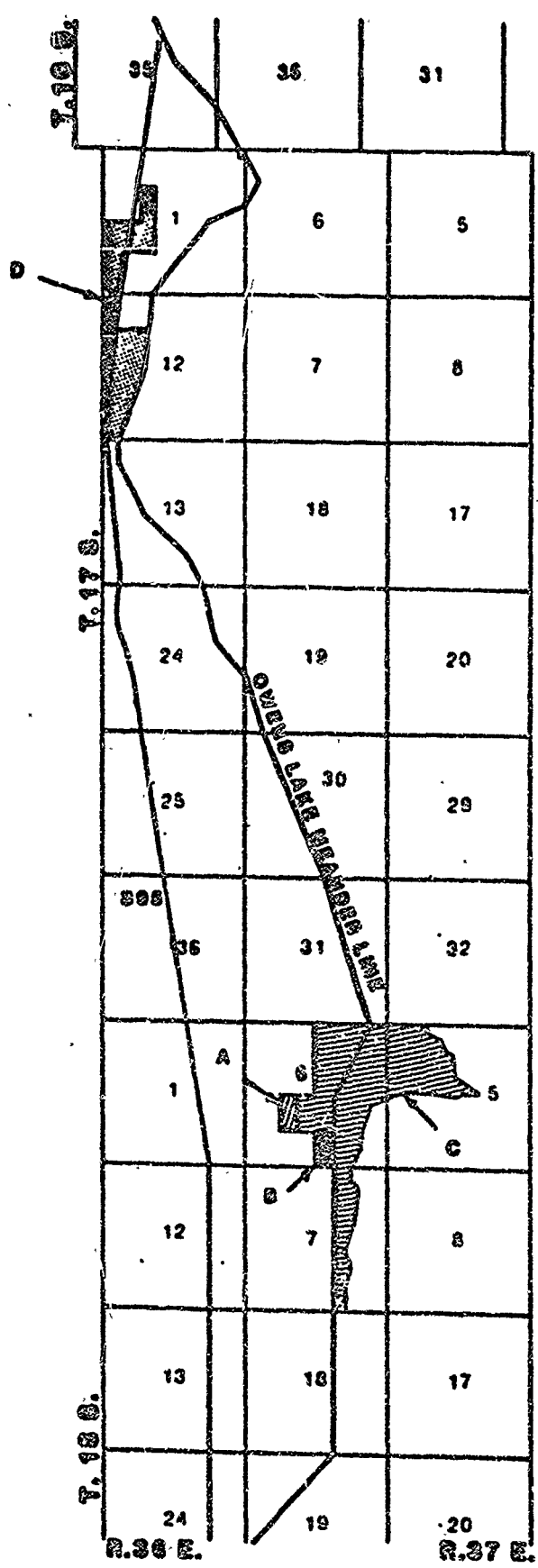
AUTHORIZED BY RES. 34 103  
NOV 19 1987

LAKE MINERALS CORPORATION  
*Gary R. Castens*  
Its: PRESIDENT

APPROVED AS TO FORM AND LEGALITY  
JAMES K. HAN, CITY ATTORNEY

NOV 13 1987  
*Kenneth W. Downey*  
KENNETH W. DOWNEY  
Assistant City Attorney

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**PROPOSED LAND EXCHANGES  
BETWEEN LOS ANGELES AND  
STATE LANDS COMMISSION**

Phase 1 - Parcels A & B (10-84)  
Phase 2 - Parcels C, D & E  
(Being Negotiated)

**Legend**

**Attachment 1**

- A 20 Acres - City Land To State
- B 20 Acres - State Land To City
- C 491.7 Acres - City Land To State
- D 190.6 Acres - State Land To City

**Attachment 2**

- E 376.3 Acres - State Land To City

\* Currently Federal withdrawn land administered by BLM. State is to obtain through indemnity selection process.

FIRST L.A. AQUEDUCT

SECOND L.A. AQUEDUCT

HYO CO.  
RYRN CO.

RIDGECREST  
179

HYOKER

### PROPOSED LAND EXCHANGES BETWEEN LOS ANGELES AND STATE LANDS COMMISSION





Phase 1 - Parcels A & B (10-84)

Phase 2 - Parcels C, D & E


(Being Negotiated)

#### Legend

##### Attachment 1

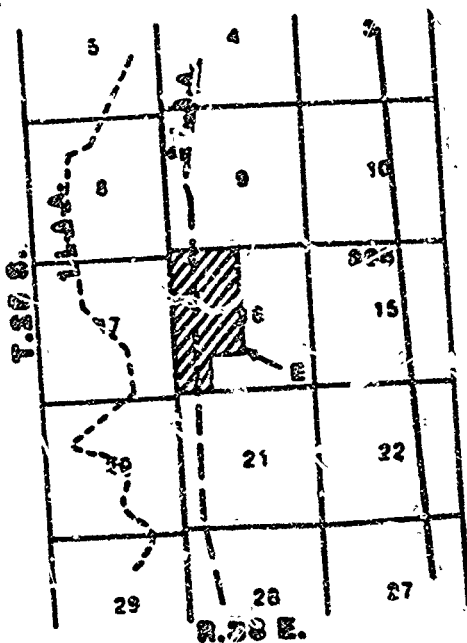
- A  20 Acres - City Land To State
- B  20 Acres - State Land To City
- C  461.7 Acres - City Land To State
- D  150.3 Acres - State Land To City

##### Attachment 2

- E  276.6 Acres - State Land To City

\* Currently Federal withdrawn land administered by BLM. State land to be obtained through indemnity selection process.

CALL FOR STATE 224  
MINUTE PAGE 4262



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EXHIBIT "C"

W 23158  
W 40243

LAND DESCRIPTION

Three parcels of land situated in the County of Inyo, State of California, being more particularly described as follows:

Parcel No. 1

Lots 1 and 2 of the fractional northeast quarter, the northwest quarter of the fractional southeast quarter, and the East half of the North half of Lot 1 of the southwest quarter of fractional Section 6, Township 18 South, Range 37 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

Parcel No. 2

ALL those Lakelands lying in Sections 6 and 7, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2175, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 355, dated November 9, 1907.

ALSO, all those Lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2168, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 353, dated July 20, 1907.

ALSO, all those Lakelands lying in Sections 5 and 6, Township 18 South, Range 37 East, MDM, being the same lands more particularly described in the field notes of survey for Lakeland Location 2159, on file in the Office of the California State Lands Commission, and being the same lands granted to Irving Fischer by the State of California, by Patent No. 371, dated November 4, 1910.

Parcel No. 3

An easement for ingress and egress over a strip of land 100 feet in width lying southerly of the following described line:

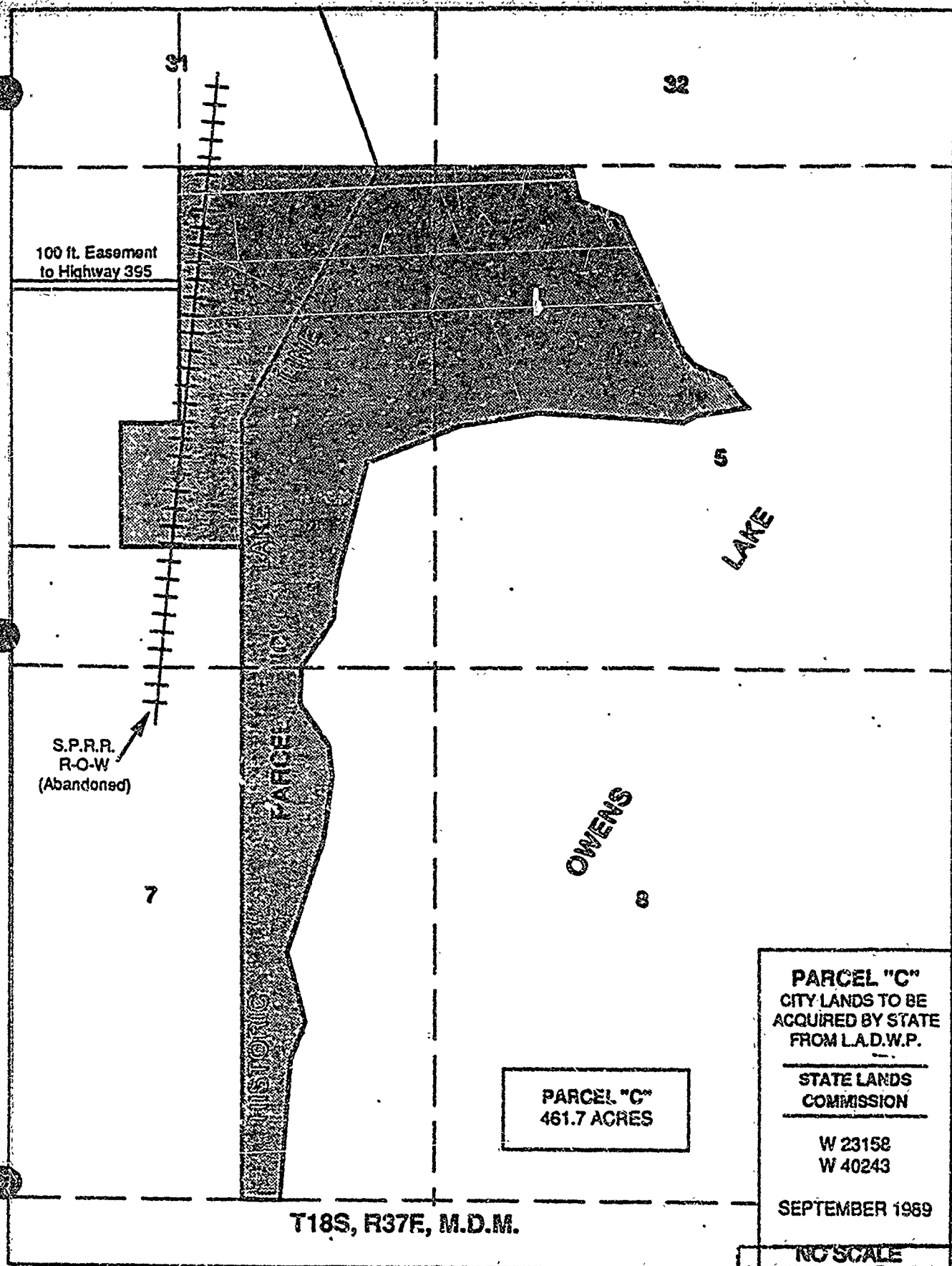
BEGINNING at the northeast corner of Lot No. 1 of the northwest quarter of fractional Section 6, Township 18 South, Range 37 East, MDM, according to the Official Plat thereof, dated August 13, 1856; thence westerly along the northerly line of said Lot No. 1 to the northeast corner of Lot No. 1 of the northeast quarter of Section 1, Township 18 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856; thence westerly along the northerly line of said Lot No. 1 to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the southerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

Description Approved  
*Robert G. Mub...*  
FOR AQUEDUCT DIVISION  
Sept 14 1989

END OF DESCRIPTION

PREPARED SEPTEMBER 6, 1989, BY BOUNDARY INVESTIGATION UNIT NO. 3.

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MINUTE PAGE 4264



100 ft. Easement  
to Highway 395

S.P.R.R.  
R-O-W  
(Abandoned)

**PARCEL "C"**  
461.7 ACRES

**PARCEL "C"**  
CITY LANDS TO BE  
ACQUIRED BY STATE  
FROM L.A.D.W.P.

---

STATE LANDS  
COMMISSION

---

W 23158  
W 40243

SEPTEMBER 1969

T18S, R37E, M.D.M.

NO SCALE  
MINUTE PAGE 227  
4265

CALENDAR PAGE 228  
MINUTE PAGE 4266



## LAND DESCRIPTION

Those lands situated in Sections 1 and 12, Township 17 South, Range 36 East, MDM, in the County of Inyo, State of California, being a portion of Parcels 2, 4, and 6, as conveyed by PPG Industries, Inc., a Corporation of the Commonwealth of Pennsylvania, to the State of California, by that certain Corporation Grant Deed, recorded October 11, 1983, as Document No. 834719 of the Official records of Inyo County, and being more particularly described as follows:

Parcel No. 2

The North half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDM, shown as having 52.40 acres, according to the Official Plat thereof, dated August 13, 1856, for which Patent No. 978380 from the United States of America to Walter A. Kuhnert was issued under the date of April 29, 1926, and is recorded in the Office of Inyo County Recorder, in Volume 7, Page 357, of Official Records.

Parcel No. 4

The fractional southeast quarter of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the northeast quarter of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the West half of the southwest quarter of fractional Section 1, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

EXCEPTING THEREFROM any portion thereof which was below the ordinary high water mark of Owens Lake as it existed on September 9, 1850.

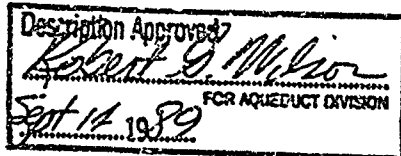
SUBJECT TO any and all easements and rights-of-way, whether of record or not, granted to and held by the Southern Pacific Company.

Parcel No. 6

The South half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the South half of the fractional northwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.

ALSO, the North half of the fractional southwest quarter of Section 12, Township 17 South, Range 36 East, MDM, according to the Official Plat thereof, dated August 13, 1856.



The said Parcels No. 2, 4, and 6, having been previously conveyed to Columbia-Southern Chemical Corporation by Pittsburgh Plate Glass Company by Deed dated December 1, 1952 and recorded in Volume 100, Page 363, of Official Records of Inyo County.

EXCEPTING from the within conveyance of Parcels No. 2, 4, and 6, as hereinbefore described, the following lands and interests in lands heretofore conveyed or granted and as excepted and reserved in the said Deed from Pittsburgh Plate Glass Company to Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Pittsburgh Plate Glass Company to the State of California by Grant Deed, dated July 2, 1952, recorded in Volume 98, Page 117, Official records of Inyo County, and being more particularly described as follows:

A parcel of land lying across the West half of the West half of Section 12, and the West half of the Southwest quarter of Section 1, all in Township 17 South, Range 36 East, MDM, in the County of Inyo, State of California, which said parcel of land is more particularly described by metes and bounds as follows:

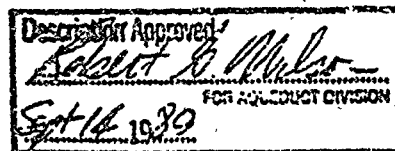
BEGINNING at the southwest corner of said Section 12; thence North  $00^{\circ} 01' 08''$  West, along the west line of said Section 12, a distance of 1577.68 feet; thence, leaving said West Section line, North  $04^{\circ} 03'$  East, 1051.86 feet; thence along a curve to the right with a radius of 20,080.00 feet through an angle of  $01^{\circ} 50'$ , a distance of 642.51 feet; thence North  $05^{\circ} 53'$  East, 4,662.52 feet to the North line of said West half of the South west quarter of Section 1; thence East along said North line, a distance of 130.68 feet; thence, leaving said North line, South  $05^{\circ} 53'$  West, 4,675.91 feet; thence along a curve to the left with a radius of 19,950.00 feet, through an angle of  $01^{\circ} 50'$  a distance of 638.35 feet; thence, South  $04^{\circ} 03'$  West, 1,206.74 feet; thence South  $00^{\circ} 32'$  East, 194.02 feet; thence from a tangent which bears South  $11^{\circ} 19' 26''$  West, along a curve to the left with a radius of 3,329.20 feet, through an angle of  $21^{\circ} 09' 20''$ , a distance of 1,229.25 feet to a point on the South line of said Section 12; thence West along said South line of Section 12, a distance of 103.42 feet, to the POINT OF BEGINNING.

Consisting of 22.38 acres, more or less, including 14.49 acres lying within the existing highway and within railroad right of way.

ALSO EXCEPTING from the within conveyance of Parcels No. 2, 4, and 6, as hereinbefore described, the following lands and interests in lands heretofore conveyed or granted by the said Columbia-Southern Chemical Corporation:

All that certain parcel of land conveyed by Columbia-Southern Chemical Corporation to the State of California, by a Grant Deed, dated October 2, 1956, recorded in Volume 123, Page 572, Official records of Inyo County, and being more particularly described as follows:

BEGINNING at a point in the West line of said Section 12, distant North  $00^{\circ} 01' 08''$  West, 1577.68 feet from the southwest corner thereof, an angle point in the westerly line of the existing State Highway Lands, described in the Deed, recorded July 16, 1952, recorded in Book 98, Page 117, Official records of Inyo County, said point also being distant North  $85^{\circ} 57'$  West, 80.00 feet from Engineer's Station K7 206+91.59 of the baseline of State Highway, Road IX-Iny-23-K; thence, from said POINT OF BEGINNING, along said westerly line described in said Deed, North  $04^{\circ} 03'$  East, 826.74 feet to the intersection thereof with the northwesterly line of the 1929 State Highway, per S.C.C. 2739; thence South  $15^{\circ} 00' 05''$  West, 227.05 feet to the intersection of said 1929 State Highway, with said West Section line; thence along said West section line, South  $00^{\circ} 01' 08''$  East, 605.37 feet, more or less, to the POINT OF BEGINNING.



Conveyance of all of the parcels hereinabove described, together with the appurtenances thereto, is made expressly subject to all legal highways and to any and all valid subsisting conveyances, conditions, covenants, restrictions, reservations, exceptions, rights of way, easements, servitudes, and encumbrances affecting the same or any part thereof, whether or not specifically recited in this Deed.

**TOGETHER WITH** all accretions and relictions accruing to said Parcels No. 2, 4, and 6, as described in said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company.

**EXCEPTING FROM** the above lands described in said Confirmatory Deed from Columbia-Southern Chemical Corporation to Pittsburgh Plate Glass Company, recorded in Volume 176, Page 149, Official Records of Inyo County, those portions of Parcels No. 2, 4, and 6 being more particularly described as follows:

Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, Page 46, in the Office of the County Recorder of Inyo County.

**ALSO EXCEPTING FROM** the above lands described in said Confirmatory Deed, those portions of Parcels No. 2, 4, and 6 lying easterly of the westerly right-of-way line of the Southern Pacific Railroad Company railway right-of-way.

**RESERVING** an easement for ingress and egress over a strip of land 100 feet in width lying northerly of the northerly line of Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, at Page 46, in the Office of the County Recorder of Inyo County, described as follows:

**BEGINNING** at the intersection of said northerly line of Parcel 3 with the westerly line of the Southern Pacific Railroad Company right-of-way; thence westerly along said northerly line to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the northerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

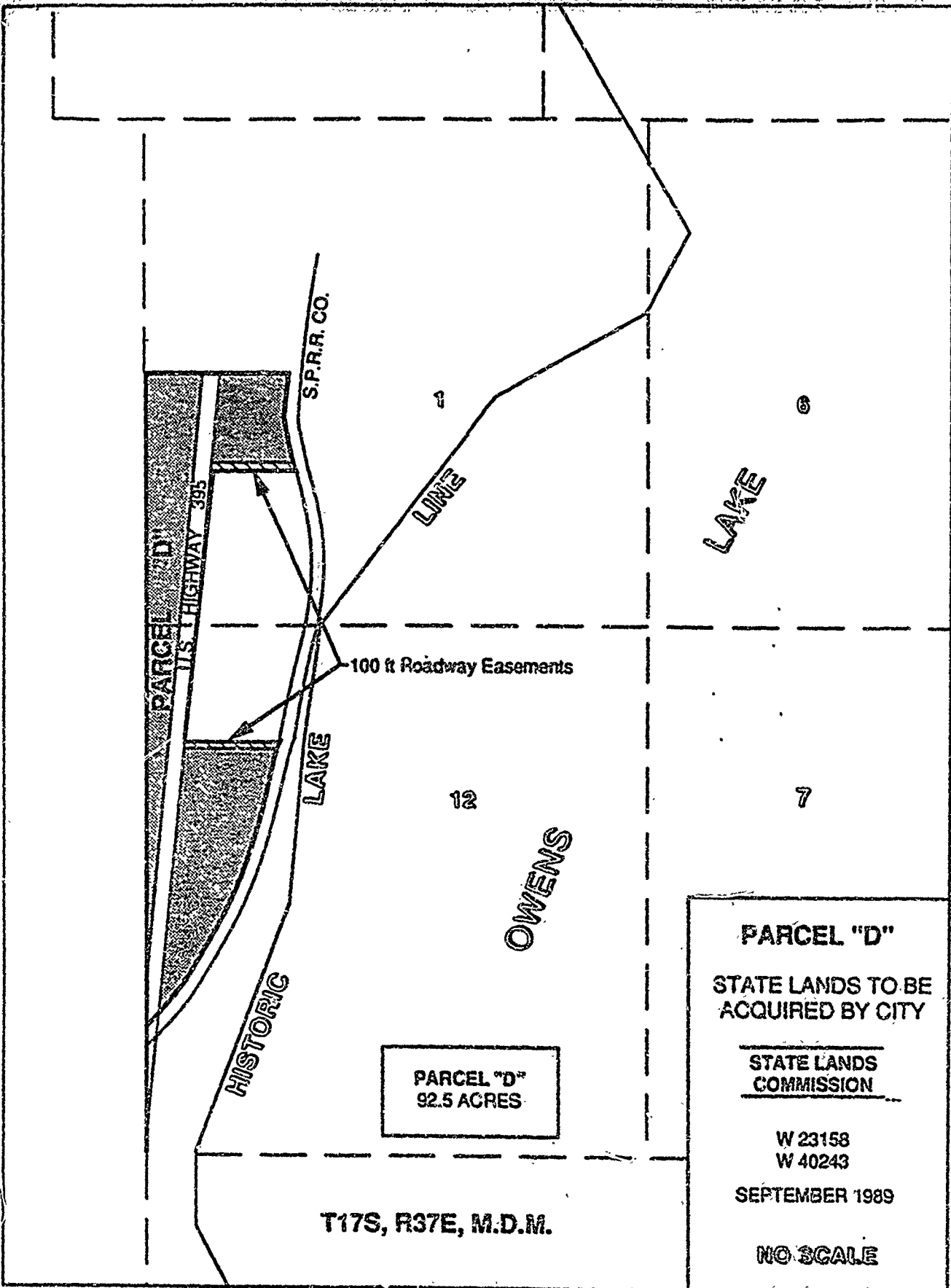
**ALSO RESERVING** an easement for ingress and egress over a strip of land 100 feet in width lying southerly of the southerly line of Parcel 3 as shown on Parcel Map No. 70, filed in Parcel Map Book 1, at Page 46, in the Office of the County Recorder of Inyo County, described as follows:

**BEGINNING** at the intersection of said southerly line of Parcel 3 with the westerly line of the Southern Pacific Railroad Company right-of-way; thence westerly along said southerly line to the easterly right-of-way line of U. S. Highway 395 and the end of the herein described line; the southerly line of said 100 foot strip to be lengthened or shortened to terminate at said easterly right-of-way line.

Description Approved  
*Robert H. Wilson*  
Sept 14, 1939  
F&I - SUBJECT DIVISION

END OF DESCRIPTION

DESCRIPTION PREPARED BY OTHERS, REVIEWED AND REVISED SEPTEMBER 6, 1939, BY BOUNDARY INVESTIGATION UNIT No. 3



PARCEL "D"

U.S. HIGHWAY 395

S.P.R.R. CO.

LINE

LAKE

100 ft Roadway Easements

LAKE

12

7

OWENS

N

PARCEL "D"  
92.5 ACRES

**PARCEL "D"**  
 STATE LANDS TO BE  
 ACQUIRED BY CITY  
 STATE LANDS  
 COMMISSION  
 W 23158  
 W 40243  
 SEPTEMBER 1989  
 NO SCALE

T17S, R37E, M.D.M.

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EXHIBIT "E"

W 23158  
W 40243

LAND DESCRIPTION

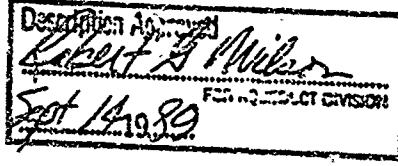
A parcel of land situated in the County of Kern, State of California, being more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, and 7, and also the Northeast 1/4 of Section 16, Township 25 South, Range 38 East, MDM, according to the Official Plat thereof, dated April 4, 1930.

EXCEPTING THEREFROM the Southwest 1/4 of the Northeast 1/4 of said Section 16.

END OF DESCRIPTION

PREPARED SEPTEMBER 6, 1989, BY BOUNDARY INVESTIGATION UNIT No. 3.



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8

9

10

LOT 2

LOT 1

PARCEL

E

LOT 3

LOT 4

16

17

15

LOT 6

LOT 5

LOT 7

PARCEL "E"  
398.5 ACRES

PARCEL "E"  
STATE LANDS  
TO BE ACQUIRED  
BY CITY

STATE LANDS  
COMMISSION

W 23158  
W 40243

SEPTEMBER 1989

NO SCALE

T25S, R38E, M.D.M.

KERN COUNTY

21

20

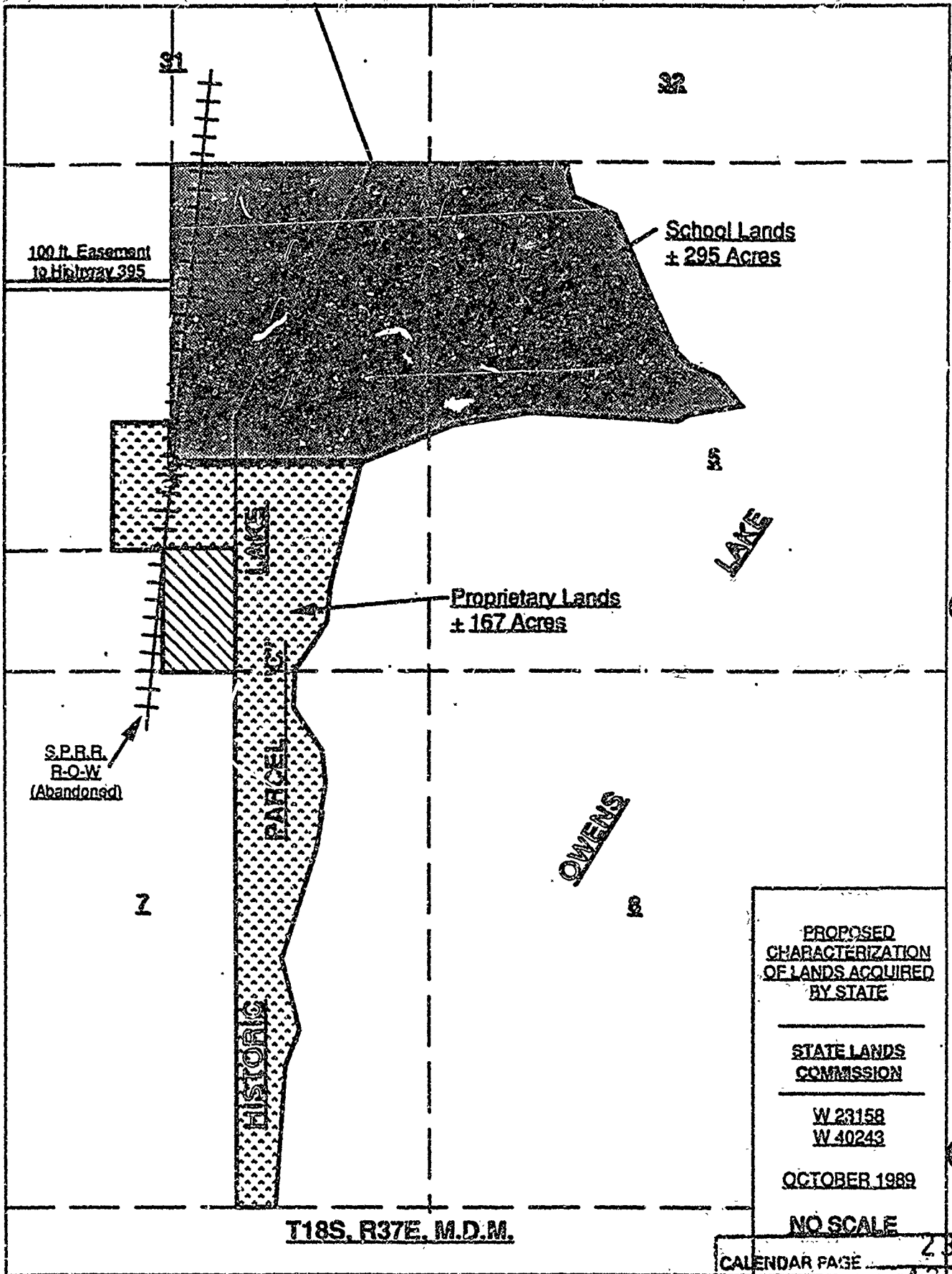
N

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PROPOSED  
 CHARACTERIZATION  
 OF LANDS ACQUIRED  
 BY STATE

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STATE LANDS  
 COMMISSION

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W.23158  
 W.40243

OCTOBER 1989

NO SCALE

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