

MINUTE ITEM

This Calendar Item No. 047 was approved as
Minute Item No. 47 by the California State Lands
Commission by a vote of 3 to 0 at its
12/7/95 meeting.

CALENDAR ITEM

C47

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12/07/95
PRC7870 W 25242
Miller

**AUTHORIZATION FOR THE STATE LANDS COMMISSION STAFF
TO ENTER INTO A RECIPROCAL ROAD USE AGREEMENT
WITH SIERRA PACIFIC INDUSTRIES, INC.
WHO WILL CONSTRUCT AN ACCESS ROAD ACROSS THE
WEAVERVILLE SCHOOL LAND PARCEL
AND REIMBURSE THE STATE FOR THE TIMBER REMOVED
FROM THE RIGHT OF WAY**

PARTY:

Mr. Jack G. Frost
Sierra Pacific Industries
P.O. Box 496014
Redding, California 96049-6014

BACKGROUND:

Pursuant to 8700 (School Land Bank Act) staff is encouraged to acquire access to State School Land parcels to more effectively manage such lands. Sierra Pacific Industries (SPI) desires to construct an access road 0.9 miles in length through the State's Weaverville school land parcel to access their lands in that area for forest management purposes. This project will provide the state with legal and physical access to the Weaverville parcel plus \$8,543.00 dollars stumpage value from the timber removed from the parcel in the course of the construction of the proposed right of way.

STATUTORY AND OTHER REFERENCES:

- A. The construction and potential impacts of the proposed access road are discussed within Timber Harvest Plan (THP) 2-94-131-TRI(4) which has been approved by the California Department of Forestry.

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- B. The Timber Harvest Plan, a CEQA environmental equivalent document, was prepared by SPI, approved and certified for this project by the California Department of Forestry and Fire Protection under its certification program (14 Cal. Code Regs. 15251(a)).

AB 884:
NA

OTHER PERTINENT INFORMATION:

1. Prior to submission of the THP to CDF for approval, the SLC staff forester walked the proposed road location to assure that this project would create no significant damage.
2. The environmental concerns raised by the proposed construction of the road have been addressed and or mitigated in Timber Harvest Plan approved by the California Department of Forestry and Fire Protection as meeting State CEQA Regulations.
3. Staff has prepared an agreement to provide for the sale of timber removed to allow the construction of the road. The right of way volume for the Weaverville parcel was cruised by the SLC forester and a SPI forester and stumpage values have been set based on the current market for delivered logs.

EXHIBITS:

- A. Location Map
- B. Reciprocal Road Use and Timber Sale Agreement

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT A TIMBER HARVEST PLAN, THP 2-94-131-TRI(4), HAS BEEN PREPARED AND APPROVED BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION UNDER ITS CERTIFIED PROGRAM (14

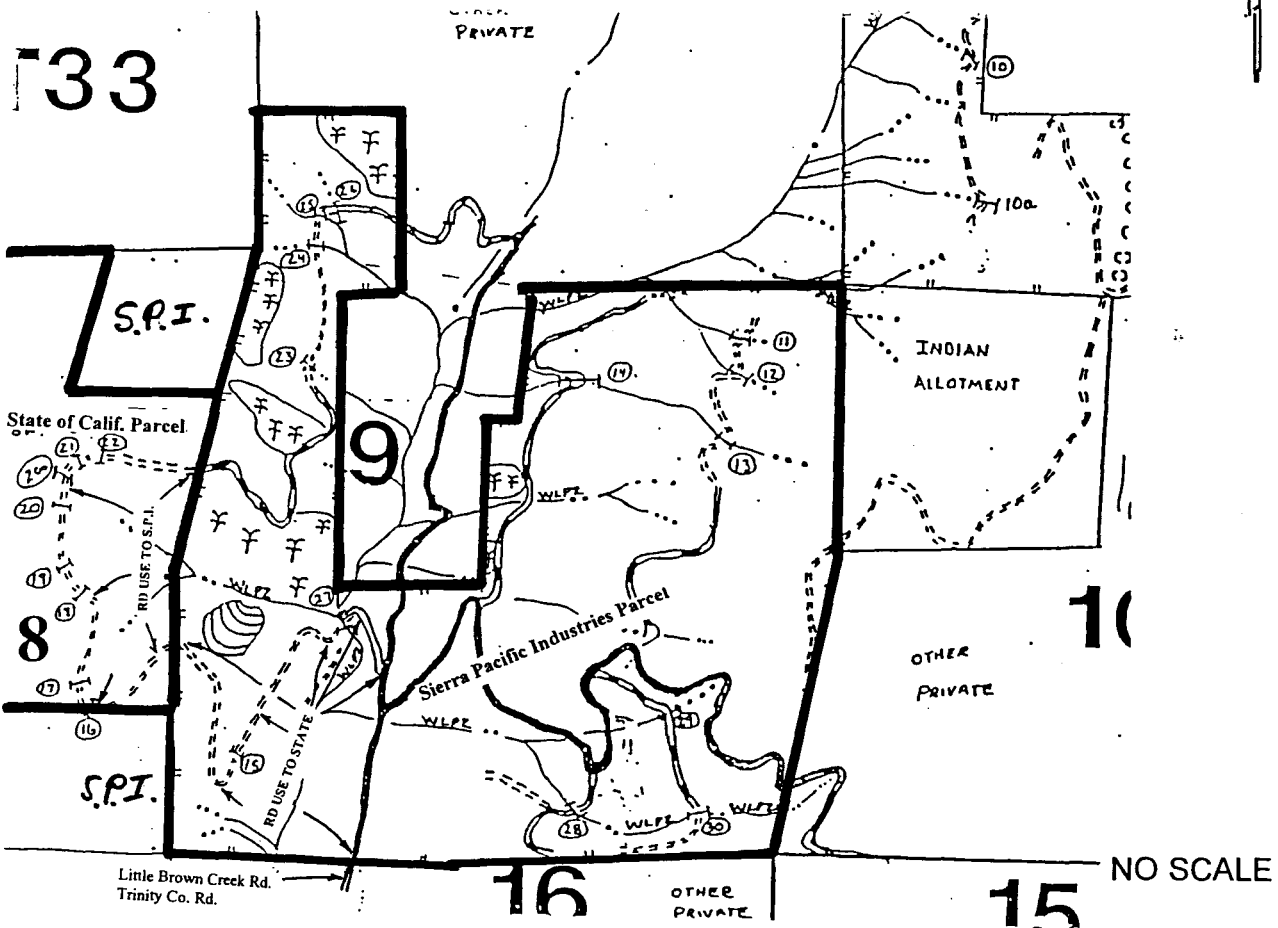
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CAL. CODE REGS. 15251(a) AND THAT THE COMMISSION HAS REVIEWED AND CONSIDERED THE INFORMATION CONTAINED IN SUCH PLAN.

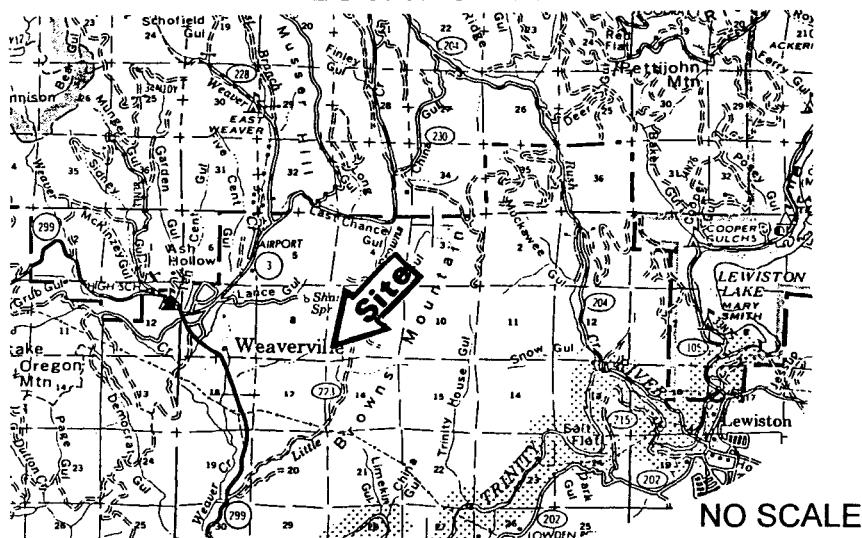
2. AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS, PERMIT CONSTRUCTION OF 0.9 MILES OF ACCESS ROAD PROVIDING THE STATE LEGAL ACCESS TO THE WEAVERVILLE SCHOOL LAND PARCEL, AND ENTER INTO AN AGREEMENT TO SELL THE RIGHT OF WAY TIMBER AT MARKET VALUE AS REVENUE FOR THE STATE.
3. AUTHORIZE STAFF TO TAKE ANY OTHER ADMINISTRATIVE ACTION NECESSARY TO COMPLETE THE ABOVE TRANSACTION.

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SECS. 8,9 & 16, TOWNSHIP 33 NORTH RANGE 9 WEST, MDM



LOCATION MAP



This Exhibit is solely for purposes of generally defining the lease premises, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

EXHIBIT "A"

W25242

Reciprocal Road Use Agreement

Between

State Lands Commission &
Sierra Pacific Industries

Secs. 8,9 & 16 , T33N, R9W, MDM

TRINITY COUNTY



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RL 11/95 2717

AGREEMENT GRANTING RECIPROCAL ROAD USE EASEMENTS
AND
FOR PURCHASE AND SALE OF TIMBER

PARTIES:

The parties to this Agreement are the **STATE LANDS COMMISSION (SLC)** a California State Agency, and **Sierra Pacific Industries (SPI)**, a California Corporation.

STATEMENT OF PURPOSE:

SPI desires to construct a road across the Weaverville school land parcel described as the E1/2NW1/4, W1/2NE1/4, SE1/4NE1/4, and N1/2SE1/4 of Section 8, T33N, R9W, MDB&M, 280 acres, to harvest timber from their land locked property. This parcel is located west of Weaverville, Trinity County, California. In return the **SLC** will get access to their parcel through a reciprocal road use agreement and will be paid for the right of way timber to be removed during road construction. The timber was cruised by Tom Waltz, Forester **SPI** and Doug Miller, Forester **SLC**. The rates were mutually calculated Thursday, May 26, 1995.

AGREEMENT:

W I T N E S S E T H

WHEREAS, SLC is the owner of that certain property described as E1/2NW1/4, W1/2NE1/4, SE1/4NE1/4, and N1/2SE1/4 of Section 8, T33N, R9W, MDB&M, 280 acres, and depicted in Exhibit "A" attached hereto and by this reference expressly made a made a part hereof; and

WHEREAS, SPI is the adjacent owner to the east of the **SLC** parcel described as Section 9, T33N, R9W, MDB&M, and depicted in Exhibit "A"; and

WHEREAS, SPI desires to construct approximately 0.9 miles of

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road traversing SLC school land to a portion of their landlocked ownership for Forest Management purposes (the road is covered in Timber Harvest Plan 2-94-131-TRI(4); and

WHEREAS, SLC desires to obtain a grant of right of way easement for access on the road SPI is constructing property for Forest Management purposes on the Weaverville school land parcel; and

WHEREAS, Public Resources Code Section 6210.9 authorizes the SLC, under specified circumstances, to exchange easements across SLC lands for easements across adjoining lands.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That SPI grants unto the SLC an easement for Forest Management road access purposes as depicted in exhibit "A" hereto which is by this reference expressly made a part hereof.
2. That SLC grants unto SPI an easement for Forest Management road access purposes upon SLC land as depicted in Exhibit "A" hereto which is by this reference expressly made a part hereof.
3. SPI agrees to pay SLC a lump sum for the right of way timber removed from SLC land during road construction across the Weaverville school land parcel at the rates listed below:

SPECIES	STUMPAGE PRICE/MBF	CRUISED VOLUME	STUMPAGE VALUE
PP	\$500.00	16.47 MBF	\$8,235.00
DF	\$400.00	00.77 MBF	\$308.00
TOTAL STUMPAGE VALUE			\$8,543.00

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4. SPI agrees to pay SLC in one lump sum payment the amount of \$8,543.00 at the end of the scaling period after the right-of-way timber on state land has been felled. SPI will be responsible for and pay the Timber Yield Tax.
5. SPI agrees that upon completion of the Timber Harvest Plan, the road they constructed on the state parcel will be out sloped and water barred in conformance with the Forest Practice Rules and Regulations. All road construction slash will be treated the same as for a public road.
6. (a) Indemnification by SPI. SLC shall not be held liable and SPI shall indemnify, hold harmless and, at the option of the State, defend the SLC, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, occurring on that portion of the SLMC road and helicopter landing right-of-way adjacent to SLC property or improvements thereon, which arises out of or are connected in any way with the exercise of rights granted to SPI under this Agreement. SLMC shall give prompt notice to SLC in any case of any accident, injury or casualty on the SLC property.
6. (b) Indemnification by SLC. SPI shall not be liable and SLC shall indemnify, hold harmless and, at the option of SPI, defend SPI, its officers, agents, and employees, defend SPI, its officers, agents, liability, claims, damages, or injuries of any kind and from any cause occurring on the SPI landing right-of-way, or improvements thereon, which arise out of or are connected in any way with the exercise of rights granted to SLC under this agreement to that extent allowable by law and subject to legislative appropriation. SLC shall give prompt notice to SPI in case of any accident, injury, or casualty on the SPI property.
7. The term for this agreement shall be for a period of forty-nine (49) years, commencing December 31, 1995 and terminating January 1, 2044.

8. This agreement shall inure to the benefit of and be binding upon the heirs, devisee, and successors to the parties hereto.

9. This agreement shall become effective on the date when it is duly executed by both **SPI** and **SLC**.

Dated_____

Dated_____

STATE LANDS COMMISSION

SIERRA PACIFIC INDUSTRIES

By_____
William V. Morrison
Assistant Executive Officer

By_____
Tom Waltz
District Manager

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