

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE SALE OF THE NW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, S $\frac{1}{2}$ OF NW $\frac{1}{4}$, SW $\frac{1}{2}$, NW $\frac{1}{4}$ OF SE $\frac{1}{4}$, S $\frac{1}{2}$ OF SE $\frac{1}{4}$ AND LOTS 1, 2, 3 AND 4 OF SECTION 36, T. 4 S., R. 36 E., M.D.M., TO THE SINGLE BIDDER, GERTRUDE MOSS AND GEORGE B. MOSS, AT A CASH PRICE OF \$1555.45, SUBJECT TO ALL STATUTORY RESERVATIONS, INCLUDING MINERALS.

13. (REQUEST FOR APPROVAL OF CRUDE OIL SALES CONTRACT, HUNTINGTON STATE COMPANY, ET AL., LEASE P.R.C. 91, HUNTINGTON BEACH) The Commission was informed that Oil and Gas Lease P.R.C. 91, Huntington Beach Field, Section 14 provides in part:

"** in the event the State should elect to take royalty in money instead of in kind, the Lessee shall not sell or otherwise dispose of the product ** except in accordance with ** sales contract or other method first approved in writing by the State."

In accordance with this provision the Huntington State Company, H. R. Hamilton, Fullerton Oil Company, Freeman E. Fairfield, the Oil Tool Corporation, W. T. Sexton, Thomas H. Sherman, Louise A. Dawson, and the estate of Kenneth D. Dawson, lessees, have submitted for approval a copy of the crude oil sales contract between the Huntington State Company, et. al., and the McCallen Refining Company, Ltd., covering the delivery of all oil produced from State Oil and Gas Lease P.R.C. 91. The terms and conditions of the contract relating to the manner of delivery, price, and procedure for testing oil samples are in conformance with the lease terms and general practice in the Huntington Beach field. The contract is subject to cancellation by either party upon two months written notice.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE THE CRUDE OIL SALES CONTRACT OF AUGUST 1, 1950, BETWEEN THE HUNTINGTON STATE COMPANY, ET. AL., AND THE McCALLEN REFINING COMPANY, LTD., AS THE BASIS FOR THE SALE AND DELIVERY BY THE HUNTINGTON STATE COMPANY, ET. AL., OF ALL OIL PRODUCED UNDER OIL AND GAS LEASE P.R.C. 91 DATED MAY 21, 1943, SUBJECT TO THE EXPRESS CONDITION THAT THE APPROVAL OF THE SALES CONTRACT SHALL NOT BE CONSTRUED TO NULLIFY OR AFFECT IN ANY MANNER ANY OF THE LEASE TERMS INCLUDING FULL COMPLIANCE BY THE LESSEE WITH ALL THE TERMS AND CONDITIONS OF OIL AND GAS LEASE P.R.C. 91 AND THE RULES AND REGULATIONS OF THE COMMISSION.

14. (STANDARD OIL COMPANY, TERMINATION OF EASEMENT NO. P.R.C. 164, MONTEZUMA SLOUGH, SOLANO COUNTY) The Commission was informed as follows: Standard Oil Company of California holds right of way easement No. P.R.C. 164, across Montezuma Slough, Solano County. The easement issued for the installation and maintenance of a three-inch waterline for a period of fifteen years from February 20, 1945. The Lessee has requested approval of the Commission of termination of the easement by mutual consent as provided in the terms of the lease. The Lessee has also requested that they be permitted to leave the pipeline in place rather than removing it as required under terms of the easement. The easement provides for change, alteration and amendment of the terms of the easement by mutual consent. Montezuma Slough is a navigable stream, and therefore, under the jurisdiction of the Corps of Engineers. Under date of August 22, 1950, this agency interposed no objection to the pipeline being abandoned in place.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO APPROVE TERMINATION OF RIGHT OF WAY EASEMENT NO. P.R.C. 164 AS REQUESTED BY THE LESSEE, STANDARD OIL COMPANY OF CALIFORNIA, AND APPROVE THE ABANDONMENT OF THE THREE-INCH PIPELINE WITHIN THE EASEMENT AREA IN

PLACE, TERMINATION TO BE EFFECTIVE ON THE NEXT ANNIVERSARY DATE, FEBRUARY 20, 1951, SURETY BOND IN THE AMOUNT OF \$1,000 TO BE RELEASED UPON TERMINATION OF THE EASEMENT, RENTALS TO BE PAID IN FULL TO DATE OF TERMINATION.

15. (APPLICATION OF STANDARD OIL COMPANY TO DEPOSIT DREDGER SPOILS ON STATE TIDE AND SUBMERGED LANDS, RICHMOND, CONTRA COSTA COUNTY - W.O. 761, P.R.C. 548) The Commission was informed as follows: Application has been received and filing fee paid by the Standard Oil Company of California to deposit approximately 15,000 cubic yards of dredger spoils on State-owned tide and submerged lands in San Pablo Bay northerly from the legislative grant to the City of Richmond. The spoils are to come from a channel to be dredged in tidelands owned in fee by the Standard Oil Company. Application has been made by the Standard Oil Company to the Corps of Engineers for this project which involves the building of a small Boat Yacht Harbor adjacent to their Richmond Refinery. There is a possibility of these deposited spoils making an island in San Pablo Bay. Thus the State would get some land reclaimed within San Pablo Bay. Statutory filing fee has been paid.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE A PERMIT TO THE STANDARD OIL COMPANY OF CALIFORNIA TO DEPOSIT APPROXIMATELY 15,000 CUBIC YARDS OF DREDGER SPOILS IN SAN PABLO BAY NORTHERLY FROM THE CITY OF RICHMOND, SUBJECT TO ISSUANCE OF A PERMIT BY THE U. S. CORPS OF ENGINEERS, THE CONSIDERATION TO THE STATE BEING THE DEPOSIT OF THESE SPOILS ON STATE-OWNED TIDE AND SUBMERGED LANDS.

16. (REEDPORT PROPERTIES, INC., APPLICATION TO DREDGE AND CONSTRUCT FILLS ON TIDELANDS, RICHARDSON BAY, MARIN COUNTY - W.O. 744, P.R.C. 549) The Commission was informed as follows: Reedport Properties, Inc., a private corporation, has applied for a permit to dredge "East Canal" in Richardson Bay at Belvedere, Marin County, and deposit the spoils on tidelands owned by that corporation for the purpose of creating an area of firm land adjacent to "East Canal" and a small craft basin which they proposed to dredge on the same tidelands owned by that corporation. "East Canal" was planned by the Tideland Commission as a navigable channel in the early 1870's but has never been dredged or made navigable. Tidelands on both sides of "East Canal" have been sold, the canal itself having been retained by the State as sovereign land. It is considered that the dredging proposed will be an aid to navigation and partial fulfillment of the proposed development of the area now long deferred.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE TO REEDPORT PROPERTIES, INC., A PERMIT TO DREDGE "EAST CANAL" IN RICHARDSON BAY IN MARIN COUNTY, AND DEPOSIT THE SPOILS ON TIDELANDS NOW OWNED BY THE APPLICANT FOR THE CONSIDERATION THAT THE PROPOSED WORK IS AN AID TO NAVIGATION AND THUS IN THE INTEREST OF THE STATE, PERMIT TO REQUIRE NO RENTAL OR PERFORMANCE BOND.

17. (TIDELAND CONTROVERSY, U. S. v. STATE OF CALIFORNIA - W.O. 721) The Commission was informed as follows: At the meeting of the Commission on August 29, 1950, Minute Item No. 30, Page 1181, a resolution was adopted authorizing the Executive Officer (among other things) to consult with the Attorney General's office on (1) the legal methods to be employed in making payments to the United States and (2) on the clearance of rentals other than from mineral leases to the State Lands Act Fund. Conference with the Assistant Attorney General, Mr. Everett W. Mattoon, established the fact that the stipulation between the Attorney General of the State of California and the Attorney General of the