

This school section is under a State Grazing Lease to J. D. Saldubehere and has an expiration date of November 30, 1952. The rental is at the rate of 20 cents per acre per year. For the 480 acres the Navy road will cross, the State is receiving \$96.00 per year or \$186.00 for the balance of the term of Lease P.R.C. 1183.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE TO THE NAVY A TWO YEAR PERMIT OVER A STRIP OF LAND 1,000 FEET IN WIDTH ACROSS N $\frac{1}{2}$ AND SE $\frac{1}{4}$ OF SECTION 36, T. 27 S., R. 42 E., M.D.M., FOR PURPOSE OF A MILITARY ACCESS ROAD AND SECURITY AREA SUBJECT TO THE GRAZING RIGHTS UNDER LEASE P.R.C. 1183 ISSUED TO J. B. SALDUBEHERE AT NO COST UNLESS MR. SALDUBEHERE REQUIRES A REFUND OF RENTAL FROM THE STATE FOR THE 480 ACRES INVOLVED, IN WHICH EVENT THE NAVY SHALL PAY TO THE STATE \$96.00 PER YEAR FOR EACH OF THE TWO YEARS OF THE PERMIT.

28. (J. R. McLEOD, APPLICATION FOR PERMIT TO MAINTAIN WING DAMS, SAN JOAQUIN RIVER, SAN JOAQUIN COUNTY - W.O. 747, P.R.C. 556) The Commission was informed that J. R. McLeod of Tracy has applied for permit to maintain three wing dams or groins which he has built with the approval of the Corps of Engineers in San Joaquin River for the purpose of preventing further erosion and loss of a levee built by the Corps of Engineers, that the protection of the levee is in the interests of flood control and, therefore, the public.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE TO J. R. McLEOD A PERMIT TO MAINTAIN THREE WING DAMS OR GROINS PREVIOUSLY BUILT FOR THE PROTECTION AGAINST EROSION AND LOSS OF HIS LAND AND A LEVEE BUILT BY THE CORPS OF ENGINEERS FOR THE CONSIDERATION THAT THE GROINS ARE IN THE PUBLIC INTEREST OF NAVIGATION AND FLOOD CONTROL.

29. (STANDARD OIL COMPANY OF CALIFORNIA, REQUEST FOR TERMINATION OF LEASE NO. P.R.C. 61, MONTEZUMA SLOUGH, SOLANO COUNTY) The Commission was informed as follows: Standard Oil Company of California holds Lease No. P.R.C. 61 covering a portion of the tide and submerged lands in Montezuma Slough, Solano County, occupied by a small wharf. Lease runs for twelve years beginning September 24, 1942, at a total consideration of \$1,728.00 payable \$144.00 annually. Rental has been paid to September 24, 1951. Standard Oil Company has requested that they be permitted to abandon the existing wharf in place. The Division of Fish and Game desire to use the wharf and have requested that they be given a lease for the area now under lease to Standard Oil Company together with the wharf. This will obviate the lease requirement for removal of the wharf. Surety bond in the amount of \$1,000.00 is in force.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO TERMINATE AS OF SEPTEMBER 24, 1950, LEASE NO. P.R.C. 61 ISSUED TO STANDARD OIL COMPANY OF CALIFORNIA AND RELEASE THE COVERING SURETY BOND IN THE AMOUNT OF \$1,000.00 AND ON THE CONDITION THAT SATISFACTORY QUITCLAIM BE FURNISHED, THE EXISTING WHARF REMAINING IN PLACE AND BECOMING THE PROPERTY OF THE STATE, AND THE STATE TO RETAIN THE 1950-51 ANNUAL RENTAL OF \$144.00 PAID SEPTEMBER 24, 1950, AS CONSIDERATION FOR THE MUTUAL TERMINATION OF LEASE P.R.C. 61.

30. (DIVISION OF FISH AND GAME, APPLICATION FOR LEASE OF TIDE AND SUBMERGED LANDS, MONTEZUMA SLOUGH, SOLANO COUNTY - W.O. 795, P.R.C. 544) The Commission was informed that the Division of Fish and Game has applied for a lease of tide and submerged lands in Montezuma Slough, Solano County, occupied by a wharf

constructed by Standard Oil Company of California noted in Item 29 of these minutes.

UPON MOTION DULY MADE AND UNANIMOUSLY CARRIED, A RESOLUTION WAS ADOPTED AUTHORIZING THE EXECUTIVE OFFICER TO ISSUE TO THE DIVISION OF FISH AND GAME A LEASE OF TIDE AND SUBMERGED LANDS IN MONTEZUMA SLOUGH, SOLANO COUNTY, OCCUPIED BY A WHARF FORMERLY UNDER LEASE TO STANDARD OIL COMPANY, THE DIVISION OF FISH AND GAME TO MAINTAIN THE WHARF IN USABLE SHAPE AND TO ASSUME ALL RESPONSIBILITY FOR ANY LOSS, DAMAGE, CLAIM, DEMAND OR ACTION CAUSED BY, ARISING OUT OF OR CONNECTED WITH THE MAINTENANCE AND USE OF THE WHARF AND, UPON TERMINATION OF USE, TO REMOVE THE WHARF, LEASE TO BE EFFECTIVE ON THE DATE THE STANDARD OIL COMPANY FILES A QUIT-CLAIM FOR THE AREA; THE LEASE TO FISH AND GAME TO RUN FOR SUCH TIME AS THE AREA AND WHARF IS USED FOR THE PURPOSE INTENDED, AT A CONSIDERATION OF NO FEE AND NO RENTAL.

31. (RIGHT OF WAY ON TIDE AND SUBMERGED LANDS, OIL TERMINALS COMPANY, CRESCENT CITY HARBOR - W.O. 637, P.R.C. 541, P.R.C. 502) (Messrs. Allen Lehman, George Grout, J. Lyle Prickett and Berry D. Brown, appeared upon behalf of the District, and Tom Crowley upon behalf of the Oil Terminals Company in connection with this matter). The Commission was informed that at the meeting of the Commission on August 29, 1950 the following action was taken:

"Upon motion duly made and unanimously carried, a resolution was adopted authorizing the Executive Officer, upon receipt of official notice of a permit by the Corps of Engineers, and subject to receipt of an informal opinion from the Attorney General that the proposed action is not contrary to the terms of the Lease P.R.C. 502 between the State and the Crescent City Harbor District, to issue an easement to the Oil Terminals Company for the installation of two dolphins and for a non-exclusive right of way 10 feet in width and approximately 3,000 feet in length from a point at the seaward end of the inner breakwater and on the sand barrier to the ordinary high water mark, as set by the Commission, at an annual rental of \$100. Easement to be for a term of 15 years with right of renewal under such terms and conditions as the Commission may then require for one additional period of 10 years. Furthermore, the easement shall require the filing of a surety bond in the amount of \$1,000 to guarantee performance including the removal, at expiration, of any facilities built on State lands; this easement to be without prejudice to any rights the Crescent City Harbor District may have under the lease issued to it by the Commission under date March 18, 1950".

The Attorney General was consulted on the matter of the authority of the Commission to issue the proposed lease to the Oil Terminal Company and on September 22, 1950 the Attorney General rendered a formal opinion, from which is quoted the following: "Accordingly it is my opinion that your Commission may issue the lease in view of the circumstances recited in the Commission findings following the hearing held August 29, 1950. In lieu thereof, I am of the further opinion that your Commission must take affirmative action to otherwise effect the purpose of the trust".

Upon request of members of the Harbor Commission of the Crescent City Harbor District a conference was held in Los Angeles with them on September 22, 1950. They requested an opportunity to appear before the Commission at an early date, with a view to presenting further evidence in support of a request that the action authorized at the Commission's meeting on August 29, 1950 be not consummated. As a result of this conference it was decided to arrange for another meeting with representatives of the Oil Terminals Company, with the object of