

MINUTE ITEM

10. APPLICATION FOR AMENDMENT TO LEASE P.R.C. 509.2, COVERING SUBMERGED SCHOOL LANDS IN THE SALTON SEA, IMPERIAL COUNTY; DEPARTMENT OF THE NAVY - W.O. 5038.

After consideration of Calendar Item 22 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO APPROVE THE AMENDMENT OF LEASE P.R.C. 509.2. THE AMENDMENTS AS REQUESTED BY THE DEPARTMENT OF THE NAVY ARE QUOTED VERBATIM:

"2. PARAGRAPH 4 OF SAID LEASE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING NEW PARAGRAPH 4 SUBSTITUTED THEREFOR:

'4. THE GOVERNMENT SHALL PAY THE LESSOR RENT AT THE FOLLOWING RATE: THREE CENTS (\$0.03) PER ACRE PER YEAR, OR PRO RATA AMOUNT FOR FRACTIONAL PERIOD OF USE THEREOF.

'PAYMENT OF THE RENT SHALL BE MADE AT THE END OF EACH FISCAL YEAR UPON RENDITION BY THE LESSOR, TO THE U. S. NAVAL AIR FACILITY, EL CENTRO, CALIFORNIA, OF AN INVOICE IN TRIPLICATE, BEARING THE FOLLOWING CERTIFICATION EXECUTED BY THE LESSOR, "I HEREBY CERTIFY THAT THE ABOVE BILL IS CORRECT AND JUST AND PAYMENT THEREFOR HAS NOT BEEN RECEIVED."

"3. PARAGRAPH 7 OF SAID LEASE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING NEW PARAGRAPH 7 SUBSTITUTED THEREFOR:

'7. ANY NOTICE UNDER THE TERMS OF THIS LEASE SHALL BE IN WRITING SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE PARTY GIVING SUCH NOTICE, AND IF GIVEN BY THE GOVERNMENT SHALL BE ADDRESSED TO THE LESSOR AT STATE BUILDING, 217 WEST FIRST STREET, LOS ANGELES, CALIFORNIA, AND IF GIVEN BY THE LESSOR SHALL BE ADDRESSED TO THE DIRECTOR, SOUTH-WEST DIVISION, BUREAU OF YARDS AND DOCKS, 1220 PACIFIC HIGHWAY, SAN DIEGO, CALIFORNIA 92132.'

EXCEPT AS HEREIN AMENDED, ALL OTHER TERMS AND CONDITIONS OF SAID LEASE SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Attachment

Calendar Item 22 (1 page)

CALENDAR ITEM

22.

APPLICATION FOR AMENDMENT TO LEASE P.R.C. 509.2, COVERING SUBMERGED SCHOOL LANDS IN THE SALTON SEA, IMPERIAL COUNTY; DEPARTMENT OF THE NAVY - W.O. 5038.

Lease P.R.C. 509.2, covering 920 acres of land in the Salton Sea, was issued to the U.S. Army Corps of Engineers on behalf of the Atomic Energy Commission for the period July 1, 1947, to June 30, 1950, with an option to extend the lease from year to year up to June 30, 1975, at an annual rental of \$27.60 (\$0.03 per acre). The purpose of the lease was to include the land within the Atomic Energy Commission Salton Sea Test Base. The lease has been renewed from year to year.

The Department of the Navy has requested that the lease be amended to reflect a transfer of jurisdiction from the Department of the Army, and consequent changes in accountability.

IT IS RECOMMENDED THAT THE EXECUTIVE OFFICER BE AUTHORIZED TO APPROVE THE AMENDMENT OF LEASE P.R.C. 509.2. THE AMENDMENTS AS REQUESTED BY THE DEPARTMENT OF THE NAVY ARE QUOTED VERBATIM:

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EXCEPT AS HEREIN AMENDED, ALL OTHER TERMS AND CONDITIONS OF SAID LEASE SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.