

MINUTE ITEM

8/21/75
DR

6. RIGHT OF WAY; PACIFIC GAS AND ELECTRIC COMPANY; WP 383;
PRC 383.

After consideration of Calendar Item 4 attached, and upon motion duly made and carried, the following resolution was adopted:

THE COMMISSION:

1. DETERMINES THAT AN ENVIRONMENTAL IMPACT REPORT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH REPORT IS NOT REQUIRED UNDER THE PROVISIONS OF PRC 21085; 14 CAL. ADM. CODE 15100, ET SEQ.; AND 2 CAL. ADM. CODE 2907.
2. AUTHORIZES ISSUANCE TO PACIFIC GAS AND ELECTRIC COMPANY OF A 15-YEAR RIGHT OF WAY FROM OCTOBER 14, 1973; WITH LESSEE'S OPTION TO RENEW FOR 3 SUCCESSIVE PERIODS OF 10 YEARS EACH; IN CONSIDERATION OF ANNUAL RENT IN THE AMOUNT OF \$90 PER ANNUM THROUGH JUNE 29, 1975 AND \$120 PER ANNUM THEREAFTER, WITH THE STATE RESERVING THE RIGHT TO FIX A DIFFERENT RENTAL ON EACH FIFTH ANNIVERSARY OF THE LEASE; PROVISION OF PUBLIC LIABILITY INSURANCE IN THE AMOUNTS OF \$1,000,000 EACH OCCURRENCE AGGREGATE FOR BODILY INJURY AND PROPERTY DAMAGE FOR THE TRANSMISSION OF ELECTRICAL POWER ON THE LAND DESCRIBED ON EXHIBIT "A" ATTACHED AND BY REFERENCE MADE A PART HEREOF.

Attachments:

Calendar Item 4 (4 pages)

A 1
S 1, 2

CALENDAR ITEM

8/75

4.

DR
WP 383

RIGHT OF WAY

APPLICANT: Pacific Gas and Electric Company
77 Beale Street
San Francisco, California 94106

AREA, TYPE LAND AND LOCATION:
3 parcels of State school land containing 2.62 acres, Shasta County (SE-1/4 of the SE-1/4 of Section 36, T 32 N, R 6 W, MDM); 1.55 acres, Shasta County (NE-1/4 of the NW-1/4 of Section 36, T 32 N, R 6 W, MDM); 2.55 acres, Trinity County (NE-1/4 of the NE-1/4 of Section 36, T 33 N, R 9 W, MDM).

LAND USE: Transmission of electrical power.

TERMS OF ORIGINAL LEASE:

Initial period: 15 years, from October 14, 1948.

Renewal option: 1 successive period of 10 years.

Surety bond: \$50,000.

Consideration: \$118.40 per annum.

TERMS OF PROPOSED REPLACEMENT LEASE:

Period: 15 years, from October 14, 1973.

Renewal options: 3 successive periods of 10 years each.

Public liability insurance:
\$1,000,000 each occurrence
aggregate for bodily injury
and property damage.

CONSIDERATION: \$90 per annum through June 29, 1975; \$120 per annum thereafter, with the State reserving the right to fix a different rental on each fifth anniversary of the lease.

CALENDAR ITEM NO. 4. (CONTD)

BASIS FOR CONSIDERATION:

6% of appraised value of land through
June 29, 1975; 8% of appraised value of
land thereafter.

PREREQUISITE TERMS, FEES AND EXPENSES:

Applicant is permittee of upland.

Filing fee received.

STATUTORY AND OTHER REFERENCES:

- a. Public Resources Code: Div. 6, Parts 1 & 2.
- b. Administrative Code: Title 2, Div. 3,
Arts. 1, 2 & 10.

OTHER PERTINENT INFORMATION:

An Environmental Impact Report is not required. This transaction is within the purview of 2 Cal. Adm. Code 2907 which exempts an existing structure or facility that is in an acceptable state of repair and there is no evidence of record to show injury to adjacent property, shoreline erosion, or other types of environmental degradation.

EXHIBITS:

A. Land Description.

B. Location Map.

IT IS RECOMMENDED THAT THE COMMISSION:

1. DETERMINE THAT AN ENVIRONMENTAL IMPACT REPORT HAS NOT BEEN PREPARED FOR THIS ACTIVITY AS SUCH REPORT IS NOT REQUIRED UNDER THE PROVISIONS OF PRC 21085; 14 CAL. ADM. CODE 15100, ET SEQ.; AND 2 CAL. ADM. CODE 2907.
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Attachment: Exhibit "A"

EXHIBIT "A"

WP 383

Parcel 1

A strip of land 75 feet wide situated in Shasta County, State of California, being wholly within the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, T32N, R6W, MDM, lying 37.5 feet on each side of the following described centerline:

COMMENCING at the southeast corner of Section 36, T32N, R6W, MDM, Said corner being monumented by a 4 inch Manzanita Post in a rock mound; thence along the southerly line of Section 36 west 71.3 feet to the TRUE POINT OF BEGINNING; thence N 29° 49' 30" W, 1520 feet to the northerly line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 36 said point being the end of the here-in-described centerline.

EXCEPTING THEREFROM any portion lying outside of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, T32N, R6W, MDM.

Parcel 2

A strip of land 75 feet wide situated in Shasta County, State of California, in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, T32N, R6W, MDM, lying 37.5 feet on each side of the following described centerline:

COMMENCING at the north $\frac{1}{4}$ corner of Section 36, T32N, R6W, MDM; thence S 56° 17' W, 390.7 feet; thence N 29° 49' 30" W, 250 feet and to the northerly line of said Section 36 said point being the TRUE POINT OF BEGINNING; thence S 29° 49' 30" E, 900 feet to the easterly line of NW $\frac{1}{4}$ of said Section 36 said point being the end of here-in-described centerline.

EXCEPTING THEREFROM any portion lying outside of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, T32N, R6W, MDM.

Parcel 3

A strip of land 75 feet wide situated in Trinity County, State of California, in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, T33N, R9W, MDM, lying 37.5 feet on each side of the following described centerline:

COMMENCING at the east $\frac{1}{4}$ corner of Section 36, T33N, R9W, MDM; thence along the east line of said Section 36 N 14° 26' 30" W, 1329.3 feet to the TRUE POINT OF BEGINNING; thence N 64° 27' 30" W 1500 feet to the west line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36 said point being the end of the here-in-described centerline.

EXCEPTING THEREFROM any portion lying outside of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, T33N, R9W, MDM.

END OF DESCRIPTION

Prepared *Harla* Checked *Br. K. Young*

Reviewed *Leroy F. Weed*

