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Recorded at the Request of
State of California
State Lands Commission

WHEN RECORDED mail to:
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: JANE SEKELSKY

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF
RENE C. DAVIDSON, County Recorder
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STATE OF CALIFORNIA
OFFICIAL BUSINESS: Document
entitled to free recordation
pursuant to Government Code
Section 27383

W 24019; Kumam; AD 71
JS:bk
NO TAX DUE

23/20

Above space for Recorder's use only

COMPROMISE TITLE SETTLEMENT AGREEMENT

The parties to this Compromise Settlement Agreement are the
State of California, acting by and through the State Lands
Commission ("State"), the City of Oakland ("City"), and Kumam
Corporation, a California Corporation ("Kumam").

RECITALS

A. This Agreement concerns a parcel of real property in the
City that is referred to throughout this Agreement, for
convenience, as the Settlement Parcel. This parcel is described
in Exhibit A and is shown for reference purposes only on Exhibit
B. Both Exhibits A and B are attached to this Agreement and are
incorporated herein by this reference.

B. Upon its admission to the United States of America on
September 9, 1850, the State, by virtue of its sovereignty,
received in trust for the purposes of commerce, navigation, and
fisheries, all right, title, and interest in previously ungranted
tidelands and submerged lands within its boundaries.

1 C. Pursuant to the provisions of Division 6 of the Public
2 Resources Code, including Sections 6216 and 6301, the State Lands
3 Commission is vested with all jurisdiction and authority as to all
4 right, title, and interest in tidelands and submerged lands held
5 by the State in trust for the benefit of all the people of the
6 State.

7 D. By Chapter 107 of the Statutes of 1852 ("Granting
8 Statute"), the Legislature granted to the City all the tidelands
9 within the City, and provided that the City could dispose of those
10 lands for harbor development.

11 E. Kumam is the current record owner of, or has a record
12 interest in, the Settlement Parcel, as described in that deed
13 dated June 6, 1988, and recorded June 14, 1988, as Instrument
14 Number 88-141599 in the Official Records of Alameda County. It
15 claims as a successor in interest to parties who it asserts
16 acquired some portion of the Settlement Parcel by Rancho grant
17 from the Mexican government, which grant was confirmed by United
18 States patent, pursuant to the Treaty of Guadalupe Hidalgo, and by
19 deed to Horace W. Carpentier from the City under purported
20 authority of the Granting Statute.

21 F. The State and the City contend that a portion of the
22 Settlement Parcel, at the time of the admission of the State of
23 California into the Union, and in its natural condition
24 thereafter, lay waterward of the mean high tide line of Lake
25 Merritt, an extension of San Francisco Bay. The State and the
26 City further contend that, as lands of the legal character of
27 tidelands and submerged lands, a portion of the Settlement Parcel
28 is subject to a public trust ownership, consisting of a fee or an
29 easement, or both, for water-related commerce, navigation,
30 fisheries, recreation, and other recognized public trust purposes.

31 G. The Settlement Parcel has been filled and reclaimed and
32 removed from the public channel. The Settlement Parcel is no
33 longer available or useful or reasonably susceptible of use or
34 required for public trust purposes.

35 / / /

1 H. There is a bona fide dispute between the State, the City,
2 and Kumam as to the existence, nature and location of their
3 respective rights, titles, and interests in the Settlement Parcel.

4 I. A resolution of the parties' rights, titles, and interests
5 in the Settlement Parcel would require costly, protracted, and
6 vigorously disputed litigation with uncertain results if the
7 controversy could not be resolved by settlement.

8 J. The parties hereto consider it expedient and necessary and
9 in the best interests of the State, the City, the public, and
10 Kumam to resolve this title dispute by compromise settlement,
11 thereby avoiding the anticipated substantial costs, time
12 requirements, and uncertainties of litigation.

13 K. In the interest of settlement, the State, the City, and
14 Kumam have conducted independent studies and evaluations of the
15 title evidence, the principles of law and the merits of the
16 State's, City's, and Kumam's respective factual and legal
17 contentions. A land appraisal and study completed by the State
18 has shown that the value of the claimed sovereign interests in the
19 Settlement Parcel is less than or equal to \$165,000.

20 L. The State is authorized by Division 6 of the Public
21 Resources Code, including Section 6307 thereof, to exchange
22 interests in real property held by the State by reason of its
23 sovereignty for interests in other lands of equal or greater
24 value. The Granting Statute, as amended, does not empower the
25 City to alienate to private parties any interest in the granted
26 lands.

27 M. Sections 8600 through 8633 of the Public Resources Code
28 authorize the State Lands Commission to conduct land exchanges
29 pursuant to Section 6307 of the Public Resources Code by the
30 acceptance of money to be deposited into the Land Bank Fund
31 created by Section 8610 of the Public Resources Code, and further
32 designate the State Lands Commission as trustee of the Land Bank
33 Fund, with exclusive jurisdiction and authority to administer the
34 fund and the interests in real property acquired pursuant to these
35 statutes.

1 N. The parties hereto, after lengthy negotiations, have
2 reached an agreement for the resolution of their conflicting
3 claims in the Settlement Parcel. In general, this Agreement
4 provides that:

5 1. The City will quitclaim to the State all of the
6 right, title and interest of the City in the Settlement Parcel
7 which exists by virtue of the Granting Statute.

8 2. The State will quitclaim to Kumam all right, title
9 and interest of the State in the Settlement Parcel, including
10 the interest described in subparagraph 1, above.

11 3. The quitclaim described in subparagraph 2, above, is
12 intended to terminate any State sovereign interest (any City
13 sovereign interest having just prior thereto been conveyed to
14 the State), including, but not limited to the public trust for
15 commerce, navigation, and fisheries, in the Settlement Parcel.

16 4. Kumam will deposit the sum of \$165,000 into the Land
17 Bank Fund created by Public Resources Code Section 8610 for the
18 purposes specified therein.

19 5. The State will accept the monies to be deposited with
20 the Land Bank Fund in order to purchase other lands useful for
21 trust purposes, which lands will be held as sovereign lands
22 subject to the public trust. City will make its best efforts
23 to identify, and State will make its best efforts for a period
24 of three years to acquire, such lands within the City.

25
26 AGREEMENT
27

28 In consideration of the foregoing recitals and the following
29 conveyances and terms, the parties hereby agree as follows:

30 1. City's Quitclaim to State of Interests Arising from
31 Granting Statute.

32 City hereby agrees to remise, release and forever quitclaim to
33 State all of its right, title, and interest existing by virtue of
34 the Granting Statute, as amended, in the Settlement Parcel
35 described in Exhibit A.
36

2. State's Quitclaim of Interests in the Settlement Parcel to Kumam.

State agrees to remise, release, and forever quitclaim to the Kumam all of the State's right, title, and interest existing by virtue of its sovereignty, including, but not limited to, any interest held by the State as trustee of the public trust for commerce, navigation, and fisheries, and including those interests quitclaimed to the State by the City pursuant to Paragraph 1, above, in the Settlement Parcel described in Exhibit A.

3. Kumam's Contribution of \$165,000 to the Land Bank Fund.

Kumam agrees to contribute \$165,000 (One hundred sixty-five thousand dollars) to the Land Bank Fund established by Public Resources Code Section 8610 as full compensation for any and all State sovereign right, title, or interest in the Settlement Parcel.

4. State Lands Commission Findings.

The State Lands Commission, by its approval and authorization of the execution of this Agreement finds, upon recordation of this Agreement:

a. That the Settlement Parcel has been improved, filled, and reclaimed, and has thereby been excluded from any public channels, is not available or useful or susceptible of being used for navigation and fisheries, is not in fact tidelands and submerged lands, and is free from the public trust for commerce, navigation and fisheries;

b. That this Agreement is in the best interests of the State for:

(1) The improvement of navigation;

(2) The enhancement of the configuration of the shoreline for the improvement of the water and the upland; and

(3) The protection, preservation, and enhancement of the tidelands and submerged lands and public access thereto pursuant to the public trust.

/ / /

1 c. That the conveyances made pursuant to this Agreement
2 will not substantially interfere with the rights of fishing and
3 navigation in San Francisco Bay or its tributary channels;

4 d. That the value of sovereign interests in the
5 Settlement Parcel is less than or equal to \$165,000; and

6 e. That this Agreement is in settlement of a title
7 dispute and is therefore exempt from the California
8 Environmental Quality Act pursuant to Public Resources Code
9 Section 21080.11.

10 5. Acquisition of Exchange Lands in City.

11 City shall in good faith make its best efforts to identify
12 lands within the City which may be acquired for purposes
13 consistent with the public trust and the intent of the Kapiloff
14 Land Bank Act, Public Resources Code Sections 8600 et seq., and
15 State shall in good faith make its best efforts consistent with
16 that Act, to acquire such lands acceptable to the City and the
17 State with \$165,000 contributed to the Land Bank Fund pursuant to
18 this Agreement, and shall not oppose legislation to amend the
19 Granting Statute to grant to City any exchange lands in the City
20 acquired pursuant to this Agreement; provided, that should a
21 parcel suitable for such acquisition not be purchased within three
22 years of the effective date of this Agreement, the State shall not
23 be bound to use its best efforts to expend the \$165,000 for
24 acquisition within the City.

25 6. Acceptance of Conveyances and Consent to Recording.

26 By their execution of this Agreement, the parties hereto agree
27 to accept the herein described conveyances of land and money, and
28 hereby consent to the recording of this Agreement, and other
29 documents executed pursuant to this Agreement, pursuant to
30 Paragraph 20, below.

31 7. Optional Judicial Confirmation of Validity of Settlement.

32 At such time as this Agreement, all conveyances necessary to
33 accomplish this Agreement, a cashier's check or immediately
34 available funds in the amount of \$165,000, and written approval by
35 Kumam of the condition of title to the Settlement Parcel as shown
36

1 in a pro forma title commitment, have been deposited into escrow
2 as provided in Paragraph 19, below, Kumam, at its option, may
3 submit the settlement embodied in this Agreement to a court of
4 competent jurisdiction to confirm the validity of said settlement
5 by Court Judgment. Such election shall be made, and any complaint
6 shall be filed by Kumam, within 30 days of receipt by the Escrow
7 Agent of the last of the escrow items referred to above.

8 8. Appeal of Optional Judgment.

9 Upon entry of a Judgment confirming the validity of the
10 settlement embodied in this Agreement, as provided in Paragraph 7,
11 above, each party shall be deemed to have waived any right to
12 appeal from said Judgment.

13 9. Further Assurances.

14 So long as authorized by applicable laws to do so, the parties
15 hereto will perform such other acts, and execute, acknowledge and
16 deliver all further conveyances and other instruments, that may be
17 necessary to fully assure to the other parties all of the
18 respective properties, rights, titles, interests, estates,
19 remedies, powers and privileges to be conveyed or provided for by
20 this Agreement.

21 10. Execution Before a Notary Public.

22 All signatures of the parties to this Agreement and all
23 documents executed pursuant to this Agreement shall be
24 acknowledged before a Notary Public and a certificate of
25 acknowledgment shall be attached to the executed Agreement and
26 other documents to allow them to be recorded in the Office of the
27 Recorder of the County of Alameda, California.

28 11. Counterparts.

29 This Agreement may be executed in any number of counterparts
30 and each executed counterpart shall have the same force and effect
31 as an original and as if all of the parties to the aggregate
32 counterparts had signed the same instrument. Any signature page
33 of this Agreement may be detached by the Escrow Agent established
34 pursuant to Paragraph 19, below, from any counterpart of this
35 Agreement without impairing any signatures thereon, and may be
36

1 attached to another counterpart of this Agreement identical in
 2 form hereto but having attached to it one or more additional
 3 signature pages, for the purpose of creating an integrated
 4 document for recording.

5 12. Agreement for Compromise and Settlement.

6 It is expressly understood by the parties hereto that the
 7 provisions set forth in this Agreement have been agreed upon for
 8 purposes of compromising and settling the respective disputed
 9 interests of the parties in the Settlement Parcel.

10 13. No Admission or Effect if Agreement Not Made Effective.

11 In the event this Agreement does not become effective, nothing
 12 herein shall constitute, or be construed as, an admission by any
 13 party hereto or evidence concerning the boundaries, physical
 14 character, or character of title to or interest in the Settlement
 15 Parcel.

16 14. No Effect on Other Lands.

17 The provisions of this Agreement do not constitute, nor are
 18 they to be construed as, an admission by any party or evidence
 19 concerning the boundaries, physical character, or character of
 20 title to or interest in any lands outside the Settlement Parcel.

21 15. Agreement Binding on Heirs, Assigns, Et Cetera.

22 All the terms, provisions, and conditions of this Agreement
 23 shall be binding upon and inure to the benefit of the respective
 24 heirs, administrators, executors, successors, and assigns of the
 25 parties.

26 16. Modification.

27 No modification, amendment, or alteration of this Agreement
 28 shall be valid unless in writing and signed by all of the parties
 29 to this Agreement.

30 17. No Effect on Other Government Jurisdiction.

31 This Agreement has no effect whatsoever on the regulatory,
 32 environmental or other jurisdiction of any federal, state, local,
 33 or other government entity not a party to this Agreement.

34 / / /

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18. Headings.

The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

19. Escrow.

a. The parties have agreed to open an escrow with Chicago Title Insurance Company of California ("Escrow Agent"). Joint escrow instructions will be submitted by the parties.

b. Deposits by parties:

(1) City shall deposit the following documents into escrow:

(a) Certified copies of duly enacted resolutions of its City Council showing the City's approval of this Agreement and the City's authorization that it and the Quitclaim as set forth in Paragraph 1, above, be executed on the City's behalf; and

(b) This Agreement, duly and properly executed by the City; and

(c) A quitclaim by the City to the State, as set forth in Paragraph 1, above, duly and properly executed on behalf of the City.

(2) State shall deposit the following documents into escrow:

(a) A certified copy of a minute item of a State Lands Commission public hearing showing the Commission's approval of this Agreement and the Commission's authorization that it and the quitclaim as set forth in Paragraph 2, above, be executed on the State's behalf; and

(b) This Agreement, duly and properly executed by the State; and

(c) A patent quitclaiming the Settlement Parcel to Kumam, as set forth in Paragraph 2, above, duly and properly executed by State.

1 (3) Kumam shall deposit the following documents
2 into escrow:

3 (a) A certified copy of a resolution of the
4 Board of Directors of Kumam, approving this Agreement
5 and authorizing its execution on Kumam's behalf and
6 the contribution of \$165,000 to the Land Bank Fund as
7 set forth in Paragraph 3, above;

8 (b) This Agreement, duly and properly executed
9 by Kumam;

10 (c) The sum of \$165,000 payable to the State
11 Lands Commission - Kapiloff Land Bank Fund; and

12 (d) Written approval by Kumam of the condition
13 of title to the Settlement Parcel as shown in a pro
14 forma title commitment.

15 20. Close of Escrow and Recordation

16 Upon entry of Judgment by the Court, should Kumam choose to
17 seek judicial confirmation of the validity of this settlement
18 pursuant to Paragraph 7, above, and receipt of all documents and
19 funds described in Paragraph 19, above, Escrow Agent shall notify
20 the parties of its intention to close escrow, to record this
21 Agreement, quitclaim, patent, and any related documents, and to
22 disburse the amount of \$165,000, and shall set a date certain for
23 such recordation and closing. At 8:00 a.m., or as early as
24 possible on the date chosen for the close of escrow, Escrow Agent
25 shall record this Agreement in the Office of the County Recorder
26 for the County of Alameda, California. Escrow Agent shall then
27 pay \$165,000 to the State Lands Commission.

28 21. Extension or Termination of Escrow.

29 The instructions to the Escrow Agent are to be in force from
30 the time of their receipt by the Escrow Agent until December 31,
31 1988, or until the lapse of 30 days following entry of Judgment
32 issued pursuant to Paragraph 7 of the Agreement, whichever is
33 later, at which time the escrow for this Agreement shall terminate
34 unless the parties specifically instruct the Escrow Agent to
35 extend the final date. In the event the escrow is terminated

1 prior to recordation of documents as set forth herein, the Escrow
2 Agent shall return all documents to the parties depositing the
3 same, and any funds that shall have been deposited by Kumam.

4 22. Purpose to Perfect Title.

5 The Settlement Parcel will be quitclaimed by the State to Kumam
6 pursuant to this Agreement solely for the purpose of perfecting
7 title to said disputed land and, accordingly, for tax assessment
8 purposes, said quitclaim does not involve a change in ownership
9 pursuant to Section 62(b) of the California Revenue and Taxation
10 Code.

11 23. Allocation of Costs and Expenses.

12 The expenses and fees of escrow incurred by Escrow Agent,
13 including those associated with recordation of this Agreement and
14 other documents necessary to effectuate this Agreement, shall be
15 borne by Kumam. All other fees, costs and expenses of any
16 attorney, engineer or other person employed or retained by a party
17 hereto in connection with the transaction underlying this
18 Agreement shall be borne by that party.

19 24. Release.

20 Subject to the terms and conditions of this Agreement, the
21 parties hereto shall and do hereby relinquish, release and forever
22 discharge, as to each of the others hereto, their agents,
23 officers, partners and/or employees, if any, any and all claims,
24 demands and causes of action, whether the same are known or
25 unknown to any party, expected or unexpected by any party, or have
26 already appeared or developed or may now be latent and may in the
27 future appear or develop, which claims, demands or causes of
28 action any party hereto owns or holds, or has at any time
29 heretofore owned or held, against any other party, their agents,
30 officers, partners and/or employees, if any, based on or connected
31 with disputes or conflicting claims or demands involving title
32 matters relating to the Settlement Parcel, including without
33 limiting the generality of the foregoing, any claims, demands or
34 causes of action based upon the State's, City's, or Kumam's right,
35 title, and interest in the Settlement Parcel, and all costs to
36

1 which any of the parties have been put because of such claims,
2 demands or causes of action. The parties hereto expressly waive,
3 release and relinquish all rights under Section 1542 of the
4 California Civil Code, which provides:

5 "A general release does not extend to claims which the
6 creditor does not know or suspect to exist in his favor at the
7 time of executing the release, which if known by him must have
8 materially affected his settlement with the debtor."

9 25. Effective Date.

10 This Agreement shall become effective only upon recordation of
11 this Agreement and the documents executed pursuant to this
12 Agreement. To become effective, this Agreement must be recorded
13 by December 31, 1988, or within 30 days from entry of any Judgment
14 issued pursuant to Paragraph 7, above, whichever is later.
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To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

DATED: _____

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

CLAIRE T. DEDRICK
Executive Officer

DATED: _____

KUMAM CORPORATION

By: _____

Approved as to form:

JOHN K. VAN DE KAMP
Attorney General
State of California

By: _____

DENNIS M. EAGAN
Deputy Attorney General

DATED: _____

CITY OF OAKLAND

By: _____

Henry Gardner
Henry Gardner
City Manager

Approved as to form:

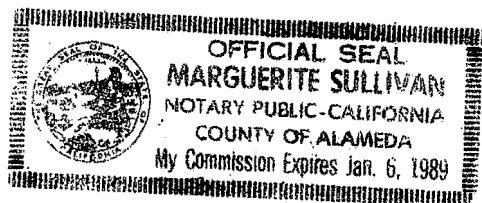
Thomas H. Welch
City Attorney

ACKNOWLEDGEMENT FOR A CORPORATION

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS.:

On this 8th day of August, 1988, before me, Marguerite Sullivan, the undersigned Notary Public, personally appeared M. Karoline De Martini, personally known to me to be the person who executed the within instrument as Deputy City Manager or on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Marguerite Sullivan
Notary's Signature

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

DATED: _____

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____
CLAIRE T. DEDRICK
Executive Officer

DATED: 8/18/88

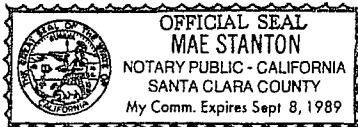
KUMAM CORPORATION

By: [Signature]

Approved as to form:

JOHN K. VAN DE KAMP
Attorney General
State of California

STATE OF CALIFORNIA
COUNTY OF SAN MATEO SS.



On this 18TH day of AUGUST, in the year 1988, before me, MAE STANTON, a Notary Public, State of California, duly licensed and sworn, personally appeared KENTI SHIMADA, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person who executed the within instrument as VICE PRESIDENT, or on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the STATE OF CALIFORNIA, County of SAN MATEO, on the date set forth above in this certificate.

Mae Stanton
Notary Public, State of California
My commission expires SEPT. 8, 1989

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 28 — Acknowledgement to Notary Public — Corporation (C. C. Secs. 1190-1190.1) — (Rev. 1/83)

City Attorney

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

DATED: Aug. 2, 1988

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: James F. Trout
~~CLAIRE T. DEDRICK~~ JAMES F. TROUT
Asst. Executive Officer

DATED: _____

KUMAM CORPORATION

By: _____

Approved as to form

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this 2nd day of August, 1988,
before me, the undersigned, a Notary Public in and for the State of California, with principal
office in the County of Sacramento, personally appeared James F. Trout
personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed this
instrument as Assistant Executive Officer

of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that
executed the within instrument, known to be the person who executed the within instrument,
on behalf of the Commission there named, and acknowledged to me that such Commission
executed the within instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.

Sharon Shaw
NOTARY PUBLIC IN AND FOR THE
STATE OF CALIFORNIA

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2
3
4 IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the
5 State of California, have set my hand and caused the seal of the
6 State of California to be hereunto affixed pursuant to Section
7 6107 of the Public Resources Code of the State of California.
8 Given under my hand at the City of Sacramento this 23rd day of
9 August, one thousand nine hundred and eighty-eight.
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14

15 George Deukmejian
16 GEORGE DEUKMEJIAN
17 Governor

18 Attest:

19 Mark Fong Eu
20 SECRETARY OF STATE

21 By: _____

22 Title: _____

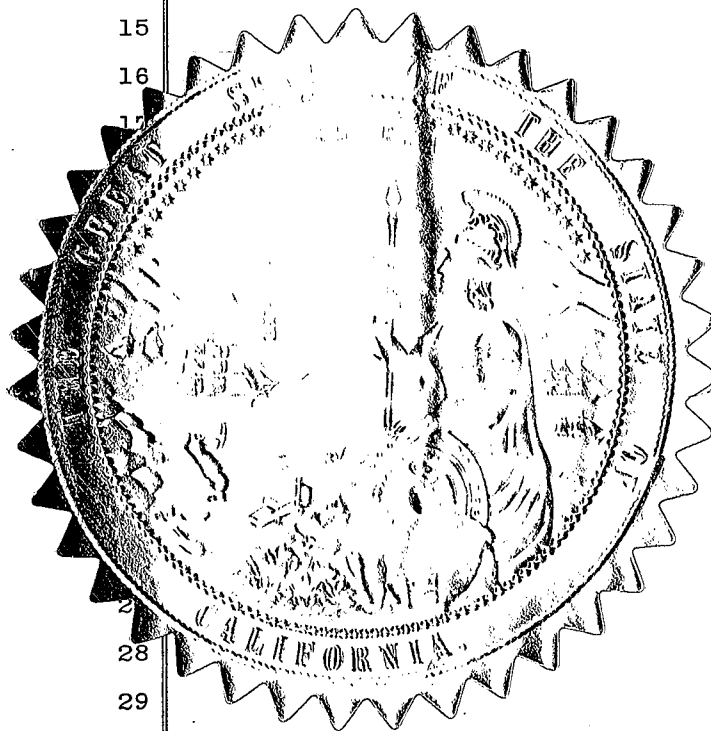


EXHIBIT "A"
SETTLEMENT PARCEL

The following described real property is situated in the City of Oakland, County of Alameda, State of California.

PARCEL ONE

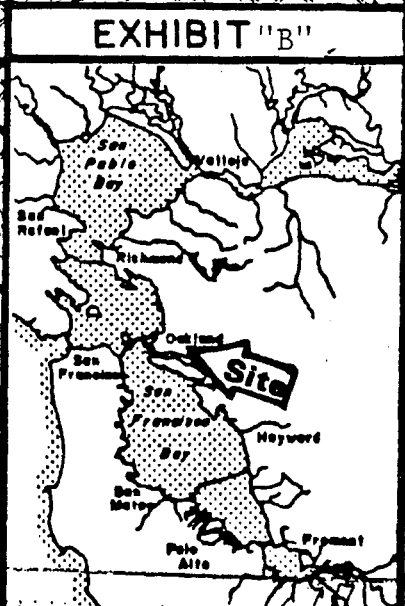
Beginning at a point on the northern line of Lake Street, distant thereon easterly 455 feet from the point of intersection thereof with the eastern line of Jackson Street; running thence easterly along said line of Lake Street, 85 feet; thence at right angles northerly 173.82 feet; thence at right angles westerly 85 feet; thence southerly 173.82 feet to the point of beginning.

PARCEL TWO

Beginning at a point on the northern line of 17th, formerly Lake, Street distant thereon 540 feet easterly from the eastern line of Jackson Street; thence easterly along said line of 17th Street, 60 feet; thence leaving said line of 17th Street, northerly at right angles thereto, 173.82 feet; thence at right angles westerly 60 feet; and thence southerly at right angles to the northern line of 17th Street, 173.82 feet to the point of beginning.

PARCEL THREE

Beginning at the point of intersection of the northwestern boundary line of that certain piece or parcel of land described in that certain deed to Emma May Burnham and recorded January 30, 1902 in Book 816 of Deeds, page 387, Records of Alameda County, with the northeastern line of 17th Street, formerly Lake Street; running thence north $26^{\circ} 15'$ east along the said northwestern boundary line of said land conveyed to said Emma May Burnham, 173.82 feet; thence south $63^{\circ} 45'$ east 7.88 feet to a point from which the center of a circle having a radius of 112.14 feet bears south $26^{\circ} 15'$ west 112.14 feet; thence in a southerly direction along the arc of said circle, 232.31 feet to a point from which the center of a circle having a radius of 15 feet bears north $35^{\circ} 03' 20''$ west distant 15 feet and thence westerly along the arc of said last mentioned circle, 16.04 feet; thence north $63^{\circ} 45'$ west along the northeastern line of 17th Street, 93.04 feet to the point of beginning.



SETTLEMENT PLAT

Date 10/5/87 A:13S:9

Z 3-N 47-E 149

RECORDED AT THE REQUEST OF,
 AND WHEN RECORDED MAIL TO:

State of California AFTER RECORDING MAIL TO:
 State Lands Commission Chicago Title Company
 1807 13th Street 388 Market Street, #1300
 Sacramento, CA 95814 San Francisco, CA. 94111
 12637-MV

Attn.: Jane Sekelsky
 Telephone: 916-445-2682

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383
 NO TAX DUE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

(Govt. Code 27281)

(Sovereign Interest)

SLC No.: W 24019
 AD 71
 Dictation
 and typing: BK

This is to certify that the State of California, acting by and through the State Lands Commission, an Agency of the State of California, hereby accepts the right, title and interest in real property conveyed by, and consents to the recordation of, the attached deed or grant, dated August 5, 1988, from the City of Oakland

to the State of California.

The said interest in real property is accepted by the State of California in its sovereign capacity in trust for the people thereof, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the State of California by the State Lands Commission, acting pursuant to law, as approved and authorized by its Minute Item No. 52 of its regular public meeting on January 21, 1988, by its duly authorized undersigned officer.

Dated: August 29, 1988

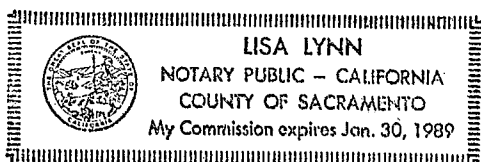
State Lands Commission

By

STATE OF CALIFORNIA)
 COUNTY OF SACRAMENTO) ss.

On this 29th day of August, 1988, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared JAMES F. TROUT, known to me to be the ASSISTANT EXECUTIVE OFFICER of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Commission therein named, and acknowledged to me that such Commission executed the within instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.



Lisa Lynn
 LISA LYNN
 Notary Public in and for said
 County and State

RECORDED AT THE REQUEST OF
~~XXXXXXXXXXXXXXXXXXXX~~

001

State of California
 State Lands Commission
 1807 - 13th Street
 Sacramento, CA 95814

AFTER RECORDING MAIL TO
 Chicago Title Company
 388 Market Street, #1300
 San Francisco, CA. 94111
 12637-MV

Attn.: _____
 Telephone: 916 - _____

STATE OF CALIFORNIA - OFFICIAL BUSINESS
 Document entitled to free recordation
 pursuant to Government Code Section 27383
 NO TAX DUE (Per Rev. and Tax. Code, Sec. 11922)

RECORDED IN OFFICIAL RECORDS
 OF ALAMEDA COUNTY, CALIF
 RENE C. DAVIDSON, County Recorder

NOV - 9 1989

AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

D.H.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED TO STATE

I.D. _____

Dictation
 and typing: _____

The undersigned does hereby remise, release, assign, transfer and forever quitclaim to the STATE OF CALIFORNIA
 any and all right, title and interest of the undersigned in and to that certain real property located in _____

Oakland, California,

more particularly described in the DESCRIPTION OF QUITCLAIM PARCELS No. 1, No. 2 and
No. 3 on Exhibit A

which is attached hereto and is made a part hereof by reference as if set forth in full herein.

Dated: August 5, 1988

City of Oakland, a municipal corp.,

m. Karoline De Muth

Deputy City Manager

APPROVED as to form and legality

Thomas H. Welch

City Attorney

ATTEST

Carole Jamison
 CITY CLERK

(Notary Acknowledgment(s) attached.)

EXHIBIT "A"

The following described real property is situated in the City of Oakland, County of Alameda, State of California.

PARCEL ONE

Beginning at a point on the northern line of Lake Street, distant thereon easterly 455 feet from the point of intersection thereof with the eastern line of Jackson Street; running thence easterly along said line of Lake Street, 85 feet; thence at right angles northerly 173.82 feet; thence at right angles westerly 85 feet; thence southerly 173.82 feet to the point of beginning.

PARCEL TWO

Beginning at a point on the northern line of 17th, formerly Lake, Street distant thereon 540 feet easterly from the eastern line of Jackson Street; thence easterly along said line of 17th Street, 60 feet; thence leaving said line of 17th Street, northerly at right angles thereto, 173.82 feet; thence at right angles westerly 60 feet; and thence southerly at right angles to the northern line of 17th Street, 173.82 feet to the point of beginning.

PARCEL THREE

Beginning at the point of intersection of the northwestern boundary line of that certain piece or parcel of land described in that certain deed to Emma May Burnham and recorded January 30, 1902 in Book 816 of Deeds, page 387, Records of Alameda County, with the northeastern line of 17th Street, formerly Lake Street; running thence north $26^{\circ} 15'$ east along the said northwestern boundary line of said land conveyed to said Emma May Burnham, 173.82 feet; thence south $63^{\circ} 45'$ east 7.88 feet to a point from which the center of a circle having a radius of 112.14 feet bears south $26^{\circ} 15'$ west 112.14 feet; thence in a southerly direction along the arc of said circle, 232.31 feet to a point from which the center of a circle having a radius of 15 feet bears north $35^{\circ} 03' 20''$ west distant 15 feet and thence westerly along the arc of said last mentioned circle, 16.04 feet; thence north $63^{\circ} 45'$ west along the northeastern line of 17th Street, 93.04 feet to the point of beginning.

ACKNOWLEDGMENT FOR A CORPORATION

STATE OF CALIFORNIA)
)
 COUNTY OF ALAMEDA) SS.:

On this 8th day of August, 1988,
 before me, Marguerite Sullivan, the undersigned
 Notary Public, personally appeared M. Karoline De Martini

☒ personally known to me

☐ proved to me on the basis of satisfactory
 evidence to be the person(~~s~~) who executed the within instrument
 as Deputy City Manager or on behalf of the corporation
 herein named, and acknowledged to me that such corporation
 executed the within instrument pursuant to its by-laws or a
 resolution of its board of directors.

WITNESS my hand and official seal.



Marguerite Sullivan
 Notary's Signature

KM06:NOTARY

WE HEREBY CERTIFY THAT THIS) FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
DOCUMENT AS THE SAME APPEARS IN THE

89-305021

RECORDED AT THE REQUEST OF
CHICAGO TITLE INSURANCE COMPANY
OFFICE OF THE COUNTY RECORDER OF
ALAMEDA COUNTY, STATE OF
CALIFORNIA, RECORDED ON 11-9-89
IN BOOK _____ OF OFFICIAL RECORDS
AT PAGE _____ SERIAL NO. 89-305021

136

WHEN RECORDED MAIL TO
CHICAGO TITLE COMPANY
388 Market Street, Suite 1800
San Francisco, California 94111
Escrow 12637-MV

RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF
RENE C. DAVIDSON, County Recorder

NOV - 9 1989

AM 7,8,9,10,11,12,1,2,3,4,5 PM

STATE OF CALIFORNIA - OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

15/12

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**STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
(Sovereign Exchange)**

W 24019
AD 71

The State Lands Commission, by its Minute Item No. 52, duly adopted at its regular public meeting on January 21, 1988 at Sacramento, California, after notice pursuant to the requirements of law, approved an Agreement between the State of California, acting by and through the State Lands Commission, and the PATENTEE identified below.

The Agreement provides, among other things, that all right, title, and interest of the State of California under the jurisdiction of the State Lands Commission in and to the SETTLEMENT PARCEL described in Exhibit "A" attached hereto and incorporated herein, is to be patented by the STATE to PATENTEE in exchange for deposit of funds into the Kapiloff Land Bank Trust Fund which are of equal or greater value to the SETTLEMENT PARCEL. Deposit of funds has been, or prior to delivery of this Patent, will be made to the State of California as provided by the terms of the Agreement. Upon the performance of PATENTEE'S obligations under the Agreement, PATENTEE is entitled to this Patent.

NOW, THEREFORE, the STATE hereby quitclaims to Kumam Corporation, a California Corporation, identified herein as PATENTEE without regard to number, any and all right, title and interest of the State of California owned by virtue of its sovereignty in and to that real property in the City of Oakland, County of Alameda, California, referred to herein as the SETTLEMENT PARCEL, which is more particularly described in Exhibit "A" hereto.

The State Lands Commission has found and declared that the SETTLEMENT PARCEL has been reclaimed and removed from the public channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries, and that it is no longer in fact tidelands or submerged lands. The SETTLEMENT PARCEL is hereby forever freed from the public trust for commerce, navigation and fisheries.

This Sovereign Lands Patent and Trust Termination shall become effective upon its recordation in the Official Records of the County Recorder of the County of Alameda.



IN TESTIMONY WHEREOF, I, GEORGE DEUKMEJIAN,

Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed.

Given under my hand at the City of Sacramento, this

the 23rd day of August in
the year of our Lord one thousand nine hundred
and eighty eight.

George Deukmejian
Governor

Attest:

Mark Fong Eu
Secretary of State

Countersigned:

David J. DeBrie
Executive Officer, State Lands Commission

Description of PATENT PARCEL attached

EXHIBIT "A"
SETTLEMENT PARCEL

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