

G 04-02 AD147

14577

RECORDED AT REQUEST OF
Humboldt Land Title Company
OFFICIAL RECORDS PG 601
VOL. 1805

JUL 28 11 54 AM '86

HUMBOLDT COUNTY RECORDS
GRACE JACKSON RECORDED
NISE 208
DEPUTY
FEE \$ NONE
22

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

State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attn: Leslie H. Grimes

State of California Official Business
Document entitled to free recordation
pursuant to Government Code Section 6103

AGREEMENT FOR THE SETTLEMENT OF A TITLE
AND BOUNDARY DISPUTE AND THE EXCHANGE OF
CERTAIN LAND WITHIN THE CITY OF EUREKA,
HUMBOLDT COUNTY, BETWEEN THE CITY OF EUREKA,
THE REDEVELOPMENT AGENCY OF THE CITY OF EUREKA
AND THE CALIFORNIA STATE LANDS COMMISSION

Instructions to the County Recorder
of the County of Humboldt

This document includes Quitclaim Deeds of Parties to
this Agreement to Other Parties hereto. Therefore, please index
this document as follows:

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT PARAGRAPH IN WHICH REAL PROPERTY IS DESCRIBED</u>
City of Eureka as trustee pursuant to Chapter 1086 of the Statutes of 1970	Redevelopment Agency of the City of Eureka	A
State of California acting by and through the State Lands Commission	Redevelopment Agency of the City of Eureka	A

**TITLE AND BOUNDARY SETTLEMENT AGREEMENT REGARDING
CERTAIN REAL PROPERTY IN THE CITY OF EUREKA,
HUMBOLDT COUNTY, CALIFORNIA
(Including Quitclaims of Parties to
Effectuate Agreement)**

THIS AGREEMENT is made and entered into as of the 1st of day of April, 1986, by and between the City of Eureka (hereinafter referred to as "CITY"), the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (hereinafter referred to as "STATE"), and the ^{Eureka} Redevelopment Agency a public body, corporate and /^{politic} (herein referred to as "REDEVELOPMENT AGENCY").

RECITALS

1. This AGREEMENT DEALS WITH real property (hereinafter referred to as "TRUST TERMINATION PARCEL") described as Parcels 1 and 2 of Exhibit A to this Agreement and shown in its general location for reference only on Exhibit B to this Agreement. Both Exhibits A and B are attached to this Agreement and are incorporated as a part of it. Parcels 1 and 2 described in Exhibit A are contiguous and together comprise the TRUST TERMINATION PARCEL.

2. The State of California, upon being admitted to the Union on September 9, 1850, received title by virtue of the State's sovereignty to any tide and submerged lands in the TRUST TERMINATION PARCEL.

3. The State of California, by virtue of the Arkansas Swamp Lands Act of September 28, 1850, received title from the United States of America to certain swamp and overflowed lands located within the State's boundaries.

4. The State of California in the early years of statehood enacted various statutes authorizing the sale of tidelands and swamp and overflowed lands to private applicants.

5. The TRUST TERMINATION PARCEL was included within the perimeter description of the Patent for Tidelands Survey No. 1, dated July 10, 1860, issued by the State of California to Jonathan Clark, and recorded June 9, 1868, in Book 1, Page 188,

of Patents in the Office of the County Recorder of the County of Humboldt.

6. The STATE contends that, in its last natural condition, the TRUST TERMINATION PARCEL was composed of tide and submerged land.

7. The Supreme Court of the State of California held in the case of People v. California Fish Company, (1913) 166 Cal. 576 that sales of tidelands passed private title to land lying between the lines of high and low tide but subject to a public trust easement for commerce, navigation, and fisheries.

8. In 1949, the CITY purchased record title to the private right, title, and interest in the TRUST TERMINATION PARCEL as a successor in interest to a portion of Tidelands Patent No. 1, Humboldt County. The CITY and/or the AGENCY continues to hold such record title.

9. It appears that the TRUST TERMINATION PARCEL described in said Tideland Patents was segregated, listed and patented by the Federal Government to the State as swamp and overflowed lands pursuant to the Act of Congress of September 28, 1850 although the TRUST TERMINATION PARCEL was not patented to any private party as swamp and overflowed land.

10. By Chapter 1086, Statutes of 1970, the State of California granted in trust certain tidelands within Humboldt Bay to CITY. That statutory grant included any and all remaining sovereign title interests of the State of California in the TRUST TERMINATION PARCEL to be held by the CITY in trust subject to the provisions of said statute and the common law public trust for commerce, navigation, and fisheries. The CITY has held title to such lands pursuant to Chapter 1086, Statutes of 1970, as amended, and the common law public trust since that time.

11. The STATE contends that it is a breach of its fiduciary duty for the CITY to hold any private rights in the TRUST TERMINATION PARCEL while simultaneously holding a public trust easement or greater sovereign title in the same parcel by

virtue of grant in trust pursuant to Chapter 1086, Statutes of 1970, as amended.

12. The STATE contends that various legal and equitable remedies exist to rectify the alleged breach of CITY's trust obligations in the TRUST TERMINATION PARCEL. These remedies include, but are not limited to, the imposition of a constructive trust on the CITY's alleged private title in the TRUST TERMINATION PARCEL and/or the collection of compensation for rents in or loss of use of the TRUST TERMINATION PARCEL.

13. The STATE contends that, because of its fiduciary obligation to the TRUST TERMINATION PARCEL, the CITY cannot attempt to disprove that the TRUST TERMINATION PARCEL was tidelands in its last natural condition.

14. The CITY contends that the TRUST TERMINATION PARCEL was never tide or submerged land in a natural state but was, instead, swamp and overflowed land, that the TRUST TERMINATION PARCEL is not now nor has it ever been subject to Chapter 1086, Statutes of 1970, as amended, or to the common law public trust, and that no remedies apply to rectify CITY's conduct since it has performed no illegal act in its administration of the TRUST TERMINATION PARCEL.

15. The TRUST TERMINATION PARCEL has over the years been subject to substantial artificial influences including, but not limited to, filling, roads and other improvements.

16. The result of these artificial processes has been to obliterate evidence of the natural location of the tide and submerged lands, as well as to the extent to which changes in the TRUST TERMINATION PARCEL are attributed to natural as opposed to artificial processes. This has made the resolution of the above-stated disputes substantially more difficult and uncertain.

17. The consequent uncertainties as to the true location, character and boundaries of the tide and submerged lands within the TRUST TERMINATION PARCEL, the existence of the public trust easement, and the application of constructive trust or other

legal remedies have impeded development for either private or public use of the TRUST TERMINATION PARCEL.

19. The public interest requires that said outstanding title problems be resolved and forever laid at rest either through lengthy, complex, and burdensome litigation or through agreement between the affected parties.

20. The CITY desires to convey all of its rights, title, and interest in the TRUST TERMINATION PARCEL free of any public trust interests to REDEVELOPMENT AGENCY so that REDEVELOPMENT AGENCY may, in turn, convey the TRUST TERMINATION PARCEL to a private party free of public trust interests.

20. In order to avoid lengthy, complex, and expensive litigation of uncertain result, the parties have, after extensive negotiation, decided that it is in the best interest of all concerned to resolve this dispute by:

- A. The CITY, acting as trustee pursuant to Chapter 1086, Statutes of 1970, as amended, quitclaiming to REDEVELOPMENT AGENCY any and all sovereign interests in the TRUST TERMINATION PARCEL it may hold by virtue of that grant in trust, as amended.
- B. The STATE quitclaiming to REDEVELOPMENT AGENCY any and all of the STATE's rights by virtue of its sovereignty in the TRUST TERMINATION PARCEL reserved to the STATE by Chapter 1086, Statutes of 1970, as amended.
- C. The CITY depositing the sum of \$62,000.00 (sixty-two thousand dollars) from non-public trust funds into an escrow account to be held for the purchase of other land as sovereign property subject to Chapter 1086, Statutes of 1970, as amended.

21. The California Legislature has enacted Chapter 1085 of the Statutes of 1970 to provide for the settlement of title and boundary problems and to provide for the exchange of certain lands or interests in lands which are currently located above the line of mean high tide and which are no longer necessary or useful for commerce, navigation, and fisheries.

22. In Section 2 of said Chapter 1085, the Legislature found and declared that portions of the lands within Humboldt Bay Area, as defined in said Chapter, have been heretofore and shall be improved hereafter in connection with the development of Humboldt Bay Area, and in the process of such development have been filled and reclaimed, and are no longer necessary or useful for commerce, navigation, and fisheries.

23. Chapter 1085 further provides that when such lands have been freed from the public trust, the CITY, upon receipt of such consideration as is authorized in Chapter 1085, may by document, quitclaim or conveyance, convey, release, or quitclaim portions of such lands.

24. The CITY has applied to the STATE to determine that the lands included within the TRUST TERMINATION PARCEL are above the present line of mean high tide and are no longer useful for commerce, navigation, and fisheries.

25. The STATE has determined that (subject to the recordation of this Agreement) the TRUST TERMINATION PARCEL has been filled and reclaimed, is presently located above the line of mean high tide, and is no longer useful for the purpose of commerce, navigation, and fisheries.

26. The STATE has determined that (subject to the recordation of this Agreement) the consideration provided by this Agreement to be received by the CITY acting in its trust capacity and to be held in escrow for the purchase of other land is equal to or exceeds the value of any and all sovereign interests in the TRUST TERMINATION PARCEL.

27. This Agreement will permit the TRUST TERMINATION PARCEL to be developed for private purposes and will provide the CITY funds to purchase other land or interests in land for the purposes enumerated in Chapter 1086, Statutes of 1970, as amended, and the common law public trust for commerce, navigation, and fisheries.

In consideration of the preceding recitals and the terms that follow, the parties agree that:

TERMS:

1. CITY's Quitclaim to REDEVELOPMENT AGENCY of the TRUST TERMINATION PARCEL.

The CITY, acting as trustee pursuant to Chapter 1086, Statutes of 1970, as amended, quitclaims to REDEVELOPMENT AGENCY all of CITY's right, title, and interest held pursuant to Chapter 1086, Statutes of 1970, as amended, in the TRUST TERMINATION PARCEL described in Exhibit A as two contiguous tracts of land, Parcel 1 and Parcel 2.

2. STATE's Quitclaim to REDEVELOPMENT AGENCY.

~~STATE quitclaims to REDEVELOPMENT AGENCY all right, title, and interest of the STATE existing by virtue of STATE's sovereignty in the TRUST TERMINATION PARCEL described in Exhibit A as two contiguous tracts of land, Parcel 1 and Parcel 2.~~

3. CITY's Payment of \$62,000.00 to Escrow.

CITY shall pay \$62,000.00 (sixty-two thousand dollars) of funds other than public trust funds into escrow for the purposes of and by the procedures described in paragraphs 14, 15, 17, and 22 of this Agreement.

4. State Lands Commission Approvals.

The STATE, upon execution and recordation of this Agreement and pursuant to State Lands Commission Calendar Item No. 30 (approved at the State Lands Commission's March 6, 1986, meeting), hereby:

- A. Determines and declares, pursuant to and in accordance with section 2(b) of Chapter 1085 of the Statutes of 1970, that the TRUST TERMINATION PARCEL has heretofore been improved in connection with the development of the Humboldt Bay Area, and in the process of such development has been filled and reclaimed, is no longer submerged or below the present line of mean high tide, and is no longer necessary or useful for

commerce, navigation, or fisheries, or for such uses or trusts as are or have been imposed by the statutory grants of tide and submerged lands from the State of California to the CITY and is hereby freed from such statutory and common law trusts.

- B. In accordance with Section 6 of Chapter 1085 of the Statutes of 1970, approves this Agreement and the conveyances provided for herein and approves the conveyance to REDEVELOPMENT AGENCY of all of the sovereign right, title, and interest of the STATE.
- C. In accordance with Section 6 of Chapter 1085, Statutes of 1970, approves the conveyance by the CITY in its trust capacity to REDEVELOPMENT AGENCY of all right, title, and interest of the CITY held by virtue of Chapter 1086, Statutes of 1970, as amended, in the TRUST TERMINATION PARCEL.
- D. Further finds and declares that the consideration to be placed in escrow and to be held in trust by CITY for the purchase of land pursuant to this Agreement has a value equivalent to or exceeding the value of the interests of the STATE and CITY being conveyed to the REDEVELOPMENT AGENCY in the TRUST TERMINATION PARCEL and approves the adequacy of the consideration as determined by the CITY and STATE with respect to the settlement provided for herein, in accordance with Section 4 of Chapter 1085 of the Statutes of 1970.

5. Notarization.

All signatures on this Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment with respect to such acknowledgments shall be attached to the respective document to which it pertains so as to allow the recordation thereof in the County of Humboldt, California.

6. Prohibition on Sale or Encumbrances.

Upon execution of this Agreement, neither the CITY, REDEVELOPMENT AGENCY nor the STATE shall sell, transfer, assign, mortgage, pledge or hypothecate, whether by operation or

law or otherwise, any of their respective rights, title, or interests in or to the TRUST TERMINATION PARCEL prior to the recording of this Agreement.

7. Termination of Agreement.

If this Agreement shall not be recorded on or before January 1, 1987, it shall terminate and be of no force and affect whatsoever.

8. Agreement Binding on Heirs, Assigns, Etc.

All the terms, provisions and conditions herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

9. Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

10. Gender.

As used herein, whenever the context so requires, the neuter gender includes the masculine and the feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meanings regardless of the grammatical form, number, or tense of such terms.

11. No Effect on Other Lands.

The provisions of this Agreement do not constitute nor are they to be construed as an admission by any party concerning the boundaries of or character of title or interest in any lands outside the TRUST TERMINATION PARCEL.

12. Headings.

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

13. Acceptance of Conveyances and Consent of Recording.

By their execution of this Agreement, the parties each authorize acceptance of and accept the conveyances of each other party. Further, the parties consent to the recordation of this Agreement and the conveyances in it by their execution below.

14. Use of Funds by CITY.

The CITY and STATE hereby agree that any funds deposited in the escrow established pursuant to this Agreement shall be held in trust subject to all provisions of Chapter 1086 of the Statutes of 1970, as amended, as well as the common law public trust for commerce, navigation, and fisheries, and shall be used only for the purchase of lands or any interest therein which have the lawful character of historic tidelands or submerged lands, or which are in their present condition susceptible to public trust purposes and which are within the Eureka tidelands area, and in which the CITY acquires mineral rights.

15. Purchase of Parcels by CITY.

The CITY and the STATE further agree that any lands purchased with the funds deposited in escrow pursuant to this Agreement shall be Eureka tidelands and held in trust subject to the provisions of Chapter 1086 of the Statutes of 1970, as amended, as well as the common law trust for commerce, navigation, and fisheries.

16. Creation of Escrow.

The parties hereby designate a mutually agreeable title company (TITLE COMPANY) to act as escrow agent pursuant to the provisions of this Agreement. The parties hereby authorize, respectively, the City Attorney, the staff of the State Lands Commission, and the Office of the Attorney General to enter into any additional mutually agreeable escrow instructions to effectuate the provisions of this Agreement.

17. Escrow

A. The parties agree to open an escrow with TITLE COMPANY.

B. Deposits by Parties:

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

(a) A letter with the seal of the State Lands Commission embossed upon it stating that the State Lands Commission approved this Agreement at its March 6, 1986 meeting and

that the Commission authorized its execution on the Commission's behalf;

(b) This Agreement, duly and properly executed by it.

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

(a) A certified copy of a written minute order of its City Council approving this Agreement and authorizing its execution on CITY's behalf;

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

(c) A certified or cashier's check in the sum of \$62,000.00 payable to "City of Eureka, as trustee pursuant to Chapter 1086, Statutes of 1970, as amended."

(3) REDEVELOPMENT AGENCY shall deposit the following documents into escrow:

(a) A certified copy of a resolution by its governing body approving this Agreement and authorizing its execution on REDEVELOPMENT AGENCY's behalf; and

(b) This Agreement, duly and properly executed by it.

18. Recordation.

Upon the receipt of all the documents and items listed in paragraph 17 section (b) of this Agreement and a letter from REDEVELOPMENT AGENCY stating that it has received adequate assurance from TITLE COMPANY that the TRUST TERMINATION PARCEL will be free of sovereign land interests upon the recordation of this agreement, TITLE COMPANY, if it has not received an objection by a party to the closing of escrow, shall notify the parties in writing of its intention to close escrow and to record this Agreement and any related documents and shall set a date certain for recordation and closing. At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, TITLE COMPANY shall record this Agreement in the Office of the County Recorder for Humboldt County, California.

19. Allocation of Costs and Expenses.

CITY and REDEVELOPMENT AGENCY shall bear the expenses and fees of escrow incurred by TITLE COMPANY including those associated with recordation of this Agreement. All other fees, costs, and expenses of any attorney, engineer, or other person employed or retained by a party in connection with this Agreement shall be borne by that party.

20. Compromise Agreement.

It is expressly understood that the Agreement of the parties set forth herein is in compromise and settlement of their dispute with regard to various title and boundary described in the recitals herein. Nothing contained herein shall be an admission of any party hereto with respect to such disputes and shall not be used by any person in any proceeding, whether judicial or otherwise, as evidence of an alleged admission.

21. Effective Date.

This Agreement shall become effective upon the occurrence of all of the following acts:

- (a) Approval of this Agreement by the State Lands Commission;
- (b) Approval of this Agreement by the CITY;
- (c) Approval of this Agreement by REDEVELOPMENT AGENCY;
- (d) Execution of this Agreement by the CITY, REDEVELOPMENT AGENCY, and STATE;
- (e) Recording of this Agreement in the Office of the County Recorder of Humboldt County by the TITLE COMPANY when all conditions in paragraphs 18 and specified in subparagraphs (a) through (e) of this paragraph have been complied with.

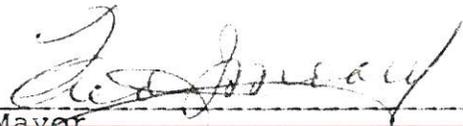
22. Release of Funds in Trust.

The \$62,000.00 deposited by CITY with TITLE COMPANY as provided in paragraph 17 herein shall be held in trust by said TITLE COMPANY in an interest bearing account until such time as

written notice is received from both CITY and STATE that land meeting the requirements set forth in paragraph 14 herein have been found and that the purchase of such land or an interest in such land is mutually agreeable to the CITY and STATE. Upon receipt of such notice, TITLE COMPANY shall release the funds specified above to any account as specified in both the notices received from the CITY and STATE.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers on the date set forth opposite their signatures.

Dated: April 1, 1986. CITY OF EUREKA

BY 
Mayor

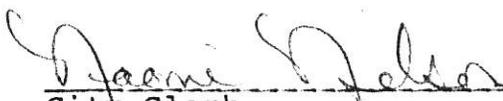
Dated: April 1, 1986. ATTEST:


City Clerk

Dated: April 1, 1986. EUREKA
REDEVELOPMENT AGENCY,

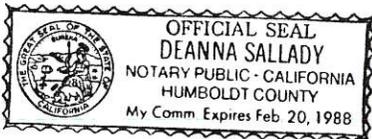
BY 

Dated: April 1, 1986. ATTEST:


City Clerk

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT) ss.

On April 1, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Stockwell, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) who executed this instrument as Executive Director of Eureka Redevelopment Agency, and acknowledged to me that the Executive Director executed it.



Deanna Sallady
DeAnna Sallady, Notary Public

STATE OF CALIFORNIA)
COUNTY OF HUMBOLDT) ss.

On April 1, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Honorable Fred J. Moore, Jr., personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) who executed this instrument as Mayor of City of Eureka, and acknowledged to me that the Mayor executed it.



Deanna Sallady
DeAnna Sallady, Notary Public

Dated: April 1, 1986

CITY ATTORNEY
CITY OF EUREKA

By John L. Cook

Dated: 4-16, 1986.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By Robert C. Wright
~~Executive Officer~~
Chief Counsel

Dated: April 15, 1986.

APPROVED BY:

JOHN VAN DE KAMP
ATTORNEY GENERAL

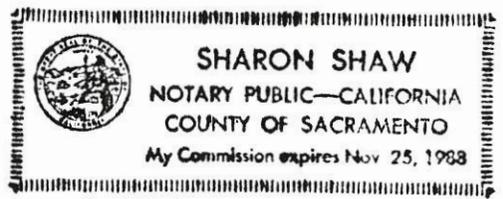
By John Van de Kamp
Deputy Attorney General

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this 16th day of April, 19 86,
before me, the undersigned, a Notary Public in and for the State of California, with principal
office in the County of Sacramento, personally appeared Robert C. Light
personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed this
instrument as Chief Counsel

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

STATE OF CALIFORNIA)
) s.
COUNTY OF SACRAMENTO)

IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 22nd day of April, in the year of our Lord one thousand nine hundred and eighty-six.

George Deukmejian
GOVERNOR
STATE OF CALIFORNIA

Attest:

March Fong Eu

SECRETARY OF STATE
STATE OF CALIFORNIA

By *Patricia Calif*

Deputy Secretary



C E R T I F I C A T E

State of California)
County of Humboldt) ss.
City of Eureka)

I, NAOMI NELSON, City Clerk of the City of Eureka, hereby certify:

That the attached is a full, true and correct copy of the Minutes of

Regular meeting of the City Council of the City of Eureka,
held on April 1, , 19 86 , relating to CITY OF EUREKA
AND EUREKA REDEVELOPMENT AGENCY - TITLE & BOUNDARY SETTLEMENT,
WESTSIDE INDUSTRIAL AREA, AP NO. 3-172-06, 01 and 02

as appears of record in my office.

WITNESS my hand and the official seal of the City of Eureka this 3rd
day of April , 19 86 .


Naomi Nelson
CITY CLERK

(SEAL)

Revised December 9, 1985
Job #85-189-1

Parcel One

That real property situated in the County of Humboldt, State of California and located in the northeast quarter of Section 28, Township 5 North, Range 1 West, Humboldt Meridian being within the City of Eureka and more particularly described as follows:

COMMENCING at Official Monument No. 137 of the City of Eureka located at the intersection of Wabash and Short Street as shown in Book 11 of Maps, Page 14, Humboldt County Records;

THENCE North along the centerline of Short Street, 457.5 feet to the south line of Pacific Avenue;

THENCE East 30.00 feet to the northwest corner of Block Six of Clark's South Park Addition to the City of Eureka as per map recorded in Book 11 of Maps, Page 14, Humboldt County Records, and the Point of Beginning;

THENCE South along the east line of Short Street, 200.00 feet to the south line of Lot 8;

THENCE East along said south line and its easterly extension 120.00 feet to a 20 foot alley running north and south, now abandoned;

THENCE South along the centerline of said 20 foot alley 10.00 feet to the centerline of a 40 foot alley running east, now abandoned;

THENCE East along the centerline of said 40 foot alley 122.66 feet to the centerline of a 20 foot alley running north and south, now abandoned;

THENCE North along the centerline of said 20 foot alley separating the east line of Lot 36 from the west line of Lots 28 through 35 inclusive, 210.00 feet to the southline of Pacific Avenue;

THENCE West along the said south line, 242.66 feet to the Point of Beginning;

The above described parcel contains 49,759 square feet, more or less.

The above description was prepared by me in December, 1985, at the request of the City of Eureka.



Michael R. McGee
Michael R. McGee LS 3945

Revised December 9, 1985
Job #85-189-1

Parcel Two

That real property situated in the County of Humboldt, State of California and located in the northeast quarter of Section 28, Township 5 North, Range 1 West, Humboldt Meridian being within the City of Eureka and more particularly described as follows:

COMMENCING at Official Monument No. 137 of the City of Eureka located at the intersection of Wabash and Short Street as shown in Book 11 of Maps, Page 14, Humboldt County Records;

THENCE North along the centerline of Short Street, 37.50 feet;

THENCE East parallel with the centerline of Wabash Avenue, 30.00 feet to the southwest corner of Block Six of Clark's South Park Addition to the City of Eureka as per map recorded in Book 11 of Maps, Page 14, Humboldt County Records and the Point of Beginning;

THENCE North along the east line of Short Street, 220.00 feet to the south line of Lot 8;

THENCE East along said south line and its easterly extension 120.00 feet to the centerline of a 20 foot alley running north and south, now abandoned;

THENCE South along the centerline of said alley separating the west line of Lot 17 from the east line of Lots 9 through 16, inclusive, 220.00 feet to the north line of Wabash Avenue;

THENCE West along said north line 120.00 feet to the Point of Beginning.

The above described parcel contains 26,400 square feet, more or less.

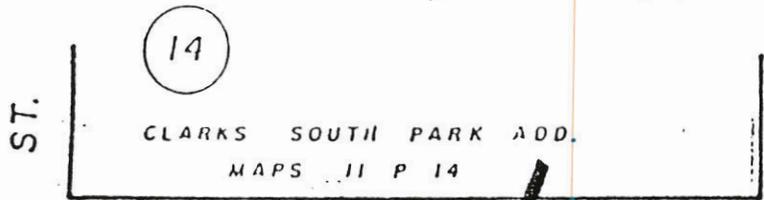
The above description as prepared by me in December, 1985, at the request of the City of Eureka.



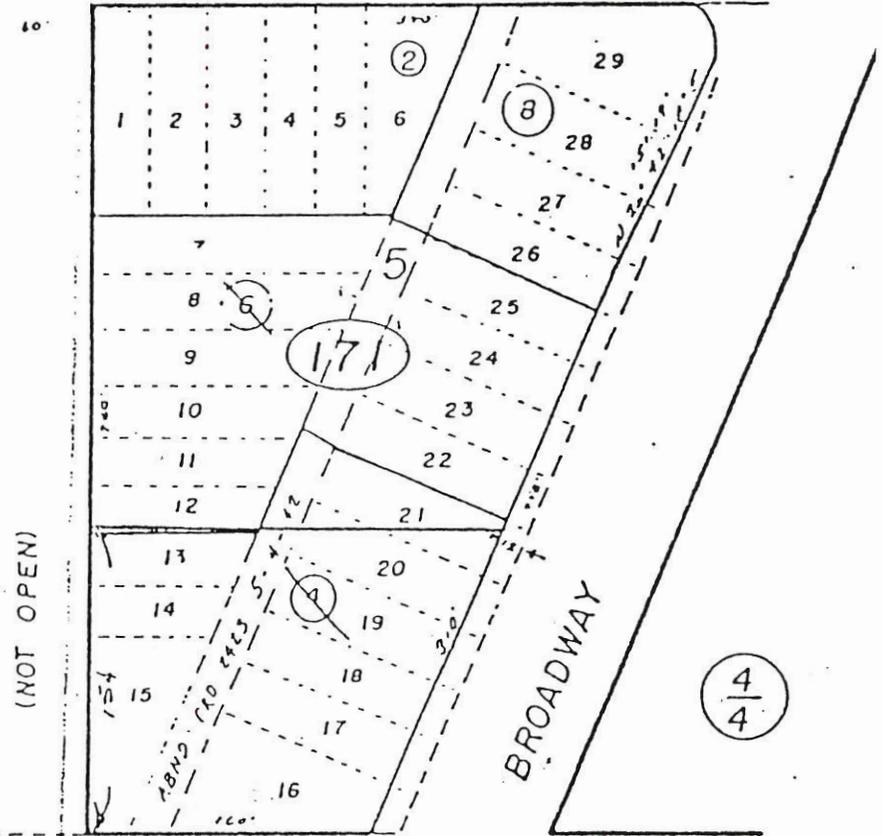
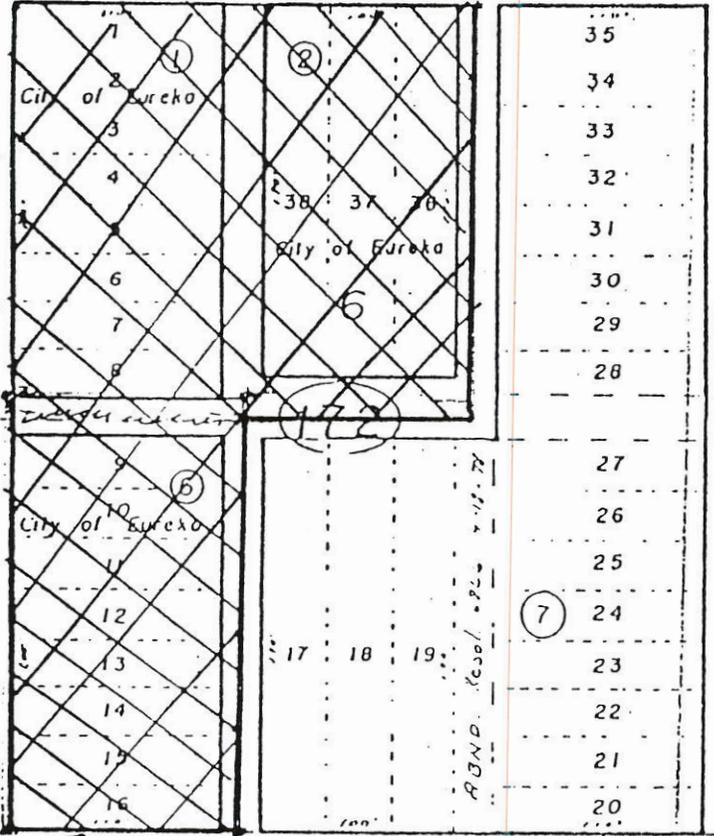
Michael R. McGee

Michael R. McGee LS 3945

CITY OF EUREKA



PACIFIC 15TH



Honest Engine
WABASH (NOT OPEN)

BROADWAY
AVE.

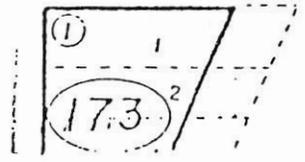
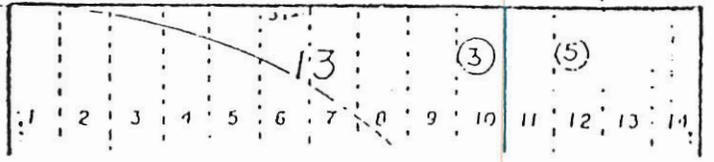


EXHIBIT "B"

END OF DOCUMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT CONCERNING 700 IRWIN STREET

RETURN ORIGINAL TO: JEANNE M. LEONCINI, CITY CLERK, CITY OF SAN RAFAEL, P.O. BOX 60, SAN RAFAEL, CA 94915-0060

WHEREAS, the City of San Rafael is committed to redeveloping the Canal area; and,

WHEREAS, the City contends that it holds title to 700 Irwin Street in trust for the public, subject to State supervisory and reversionary interests; and,

WHEREAS, Davood Kohanzadeh contends, for various reasons that no City or State interest exists in the 700 Irwin Street parcel; and,

WHEREAS, Davood Kohanzadeh is currently in the process of developing the 700 Irwin Street Parcel; and,

WHEREAS, the City wants the 700 Irwin Street project to continue and to be completed, as such project is consistent with the East San Rafael Area Plan; and,

WHEREAS, it is in the best interest of all parties to enter into a settlement agreement concerning the 700 Irwin Street parcel.

NOW THEREFORE BE IT RESOLVED, that the City Manager is hereby authorized to execute on behalf of the City Council, an agreement whereby the City will quitclaim its interest in the Trust Termination Parcel (700 Irwin Street) to Davood Kohanzadeh. Davood Kohanzadeh will quitclaim his interest in the Granted Lands Parcel, will grant the City a Public Pedestrian Access Easement, and will also pay the City one-hundred and two thousand dollars. The agreement will be approved by the City Attorney.

I, PAMELA J. NICOLAI, Deputy City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a Closed Session meeting of the City Council of the City of San Rafael on Tuesday, the 16th day of June, 1986, by the following vote, to wit:

- AYES: COUNCILMEMBERS: Breiner, Nave, Russom and Mayor Mulryan
- NOES: COUNCILMEMBERS: None
- ABSENT: COUNCILMEMBERS: Frugoli

Pamela J. Nicolai
PAMELA J. NICOLAI, Deputy City Clerk

ORIGINAL