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Recorded at the Request of  
State of California  
State Lands Commission  
808500-23

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

RF	
CO	
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RECORDED AT REQUEST OF  
CHICAGO TITLE COMPANY  
'90 JUN 8 PM 2 24  
WARREN SLOCUM RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDS

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

W 23682; Sperry; AD 93  
DP:bk  
NO TAX DUE

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 San Mateo ("City"), and Jean  
C. Sperry ("Sperry").

RECITALS

A. This Agreement concerns a parcel of real property in the  
City of San Mateo, State of California, 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. 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.

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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  
4 all right, title, and interest in tidelands and submerged lands  
5 held by the State in trust for the benefit of all the people of  
6 the State.

7 D. By Chapter 536 of the Statutes of 1915, as amended  
8 ("Granting Statutes"), the Legislature granted to the City all  
9 right, title, and interest of the State in and to all the salt  
10 marsh, tidelands, and submerged lands within the City, in trust  
11 for harbor purposes, subject to certain terms, conditions, and  
12 reservations.

13 E. Sperry is the current record owner of, and claims an  
14 interest in, the Settlement Parcel, as described in those deeds  
15 dated August 17, 1970 and recorded September 30, 1970, in Volume  
16 5838 at page 517; and July 6, 1973, and recorded July 12, 1973,  
17 in Volume 6428 at Page 619, in the Official Records of the County  
18 of San Mateo.

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

29 G. Sperry contends that the Settlement Parcel constituted  
30 swamp and overflowed lands for which its predecessor in title  
31 received a valid patent from the State of California on August  
32 6, 1892, pursuant to California Statutes of 1858, Chapter 235 and  
33 other applicable law, and therefore neither the State nor the  
34 City has any right, title or interest therein or thereto,  
35 including any public trust easement.

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1 H. The Settlement Parcel has been filled and reclaimed and  
2 removed from the public channel. The Settlement Parcel is no  
3 longer available or useful or reasonably susceptible of use or  
4 required for public trust purposes.

5 I. There is a bona fide dispute between the State, the City,  
6 and Sperry as to the existence, extent, nature and location of  
7 their respective rights, titles, and interests in the Settlement  
8 Parcel.

9 J. A resolution of the parties' rights, titles, and interests  
10 in the Settlement Parcel would require costly, protracted, and  
11 vigorously disputed litigation with uncertain results if the  
12 controversy could not be resolved by settlement.

13 K. The parties hereto consider it expedient and necessary  
14 and in the best interests of the State, the City, the public, and  
15 Sperry to resolve this title dispute by compromise settlement,  
16 thereby avoiding the anticipated substantial costs, time  
17 requirements, and uncertainties of litigation.

18 L. In the interest of settlement, the State, the City, and  
19 Sperry have conducted independent studies and evaluations of the  
20 title evidence, the principles of law and the merits of the  
21 State's, City's, and Sperry's legal positions. A land appraisal  
22 and study completed by the State has shown that the value of the  
23 claimed State sovereign interests in the Settlement Parcel is  
24 less than or equal to \$25,000.

25 M. The State is authorized by Division 6 of the Public  
26 Resources Code, including Section 6307 thereof, to exchange  
27 interests in real property held by the State by reason of its  
28 sovereignty for interests in other lands of equal or greater  
29 value.

30 N. Sections 8600 through 8633 of the Public Resources Code  
31 authorize the State Lands Commission to conduct land exchanges  
32 pursuant to Section 6307 of the Public Resources Code by the  
33 acceptance of money to be deposited into the Land Bank Fund  
34 created by Section 8610 of the Public Resources Code, and further  
35 designate the State Lands Commission as trustee of the Land Bank  
36 Fund, with exclusive jurisdiction and authority to administer the

1 fund and the interests in real property acquired pursuant to  
2 these statutes.

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

7 1. Sperry will deposit or cause to be deposited the sum  
8 of \$25,000 into the Kapiloff Land Bank Fund created by Public  
9 Resources Code Sections 8600 et seq., including Section 8610, for  
10 the purposes specified therein.

11 2. Sperry will grant an easement for public access  
12 across the easterly and waterward portion of the Settlement  
13 Parcel, as specified below, and more particularly described in  
14 Exhibit C, which is attached hereto and incorporated herein by  
15 this reference.

16 3. The City will quitclaim to the State all of the  
17 right, title and interest of the City in the Settlement Parcel  
18 which exists by virtue of the Granting Statutes.

19 4. The State will quitclaim to Sperry all right, title  
20 and interest of the State in the Settlement Parcel, including the  
21 interest described in subparagraph 3, above.

22 5. The quitclaim described in subparagraph 4, above, is  
23 intended to terminate any State sovereign interest, including,  
24 but not limited to the public trust for commerce, navigation, and  
25 fisheries, in the Settlement Parcel, and shall specifically so  
26 state.

27 6. The State will accept the monies to be deposited with  
28 the Land Bank Fund in order to purchase other lands useful for  
29 trust purposes, which lands will be held as sovereign lands  
30 subject to the public trust. City will make its best efforts to  
31 identify, and State will make its best efforts for a period of  
32 three years from the effective date of this agreement to acquire  
33 such lands within the City.

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3 AGREEMENT

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

6 1. Sperry's Contribution of \$25,000 to the Land Bank  
7 Fund.

8 Sperry agrees to contribute twenty-five thousand dollars and  
9 no cents to the Land Bank Fund established by Public Resources  
10 Code Sections 8600 et seq., including Section 8610, as full  
11 compensation for any and all State sovereign right, title, or  
12 interest in the Settlement Parcel.

13 2. Sperry's Grant of Public Access Easement.

14 Sperry will grant to the State an easement for public access  
15 as described in Exhibit C, along the easterly and waterward  
16 portion of the Settlement Parcel, provided, however, as follows:  
17 Use of the Public Access Easement shall be limited to officials,  
18 employees, or permittees of the State of California on official  
19 business, unless and until Sperry sells the Settlement Parcel  
20 affected by the easement described herein, or public access is  
21 established over properties adjacent on both sides to the  
22 Settlement Parcel and contiguous to any portion of the easement  
23 described herein. In the event Sperry sells the Settlement  
24 Parcel, or if public access is established over properties  
25 adjacent on both sides to the Settlement Parcel along Marina  
26 Lagoon and contiguous to any portion of the easement described  
27 herein, the Public Access Easement shall become available for  
28 general public use.

29 3. City's Quitclaim to State of Interests Arising from  
30 Granting Statutes.

31 City hereby agrees to remise, release, and forever quitclaim  
32 to State all of the State's right, title, and interest existing  
33 by virtue of the Granting Statutes (Stats. 1915, Ch. 536, as  
34 amended), in the Settlement Parcel described in Exhibit A.

35 4. State's Quitclaim of Interests in the Settlement Parcel  
36 to Sperry.

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1 State agrees to remise, release, and forever quitclaim to  
2 Sperry all of the State's right, title, and interest existing by  
3 virtue of its sovereignty, including, but not limited to, any  
4 interest held by the State as trustee of the public trust for  
5 commerce, navigation, and fisheries, and including those  
6 interests quitclaimed to the State by the City pursuant to  
7 Paragraph 3, above, in the Settlement Parcel described in Exhibit  
8 A.

9 5. State Lands Commission Findings.

10 The State Lands Commission, by its approval and authorization  
11 of the execution of this Agreement:

12 a. Finds and declares, upon recordation of this  
13 Agreement, that the Settlement Parcel has been improved,  
14 filled, and reclaimed, and has thereby been excluded from any  
15 public channels, is not available or useful or susceptible of  
16 being used for navigation and fisheries, is not in fact  
17 tidelands and submerged lands, and is free from the public  
18 trust for commerce, navigation and fisheries;

19 b. Finds and declares that this Agreement is in the  
20 best interests of the State for:

21 (1) The improvement of navigation;

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

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

28 c. Finds and declares that the conveyances made pursuant  
29 to this Agreement will not substantially interfere with the  
30 rights of fishing and navigation in San Francisco Bay or its  
31 tributary channels;

32 d. Finds and declares that the value of sovereign  
33 interests in the Settlement Parcel is less than or equal to  
34 \$25,000; and

35 e. Finds that this Agreement is in settlement of a title  
36 dispute and is therefore exempt from the California

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1 Environmental Quality Act pursuant to Public Resources Code  
2 Section 21080.11.

3 6. Acquisition of Exchange Lands in City.

4 City shall in good faith use its best efforts to identify lands  
5 within the City which may be acquired for purposes consistent  
6 with the public trust and the intent of the Kapiloff Land Bank  
7 Act, Public Resources Code Sections 8600 et seq., and State shall  
8 in good faith make its best efforts consistent with that Act, to  
9 acquire such lands acceptable to the City and the State with  
10 \$25,000. contributed to the Land Bank Fund pursuant to this  
11 Agreement, and shall not oppose legislation to amend the Granting  
12 Statutes to grant to City any exchange lands in the City acquired  
13 pursuant to this Agreement, provided that should a parcel  
14 suitable for such acquisition not be purchased within three years  
15 of the effective date of this Agreement, the State shall not be  
16 bound to use its best efforts to expend the \$25,000 for  
17 acquisition within the City.

18 7. Acceptance of Conveyances and Consent to Recording.

19 By their execution of this Agreement, the parties hereto agree  
20 to accept the herein described conveyances of land and money, and  
21 hereby consent to the recording of this Agreement, and other  
22 documents executed pursuant to this Agreement, pursuant to  
23 Paragraph 21, below.

24 8. Optional Judicial Confirmation of Judgment.

25 At such time as this Agreement, all conveyances necessary to  
26 accomplish this Agreement, a cashier's check or immediately  
27 available funds payable to the State in the amount of \$25,000,  
28 and written approval by Sperry of the condition of title to the  
29 Settlement Parcel as shown in a preliminary title report or pro  
30 forma policy of title insurance, have been deposited into escrow  
31 as provided in Paragraph 20, below, Sperry, at its option, may  
32 submit the settlement embodied in this Agreement to a court of  
33 competent jurisdiction to confirm the validity of said settlement  
34 by Court Judgment. Such election shall be made, and any  
35 complaint shall be filed by Sperry, within 30 days of receipt by  
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the Escrow Agent of the last of the escrow items referred to below.

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9. Appeal of Optional Judgment.

Upon entry of any judgment confirming the validity of the settlement embodied in this Agreement, as provided in paragraph 8, above, each party thereby shall be deemed to have waived any right to appeal from said Judgment.

10. Further Assurances.

So long as authorized by applicable laws to do so, the parties hereto will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments, that may be necessary to fully assure to the other parties all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges to be conveyed or provided for by this Agreement. The parties hereto consent to the entry of all orders and judgments necessary or appropriate to effectuate this Agreement and stipulate that the Judgment described herein may be made fully effective and final forthwith upon entry of said Judgment.

11. Execution Before a Notary Public.

All signatures of the parties to this Agreement and all documents executed pursuant to this Agreement shall be acknowledged before a Notary Public of the State in which executed, and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the Recorder of the County of San Mateo, California.

12. Counterparts.

This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original and as if all of the parties to the aggregate counterparts had signed the same instrument. Any signature page of this Agreement may be detached by the Escrow Agent established pursuant to Paragraph 20, below, from any counterpart of this Agreement without impairing any signatures thereon, and may be attached to another counterpart of this

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

4 13. Agreement for Compromise and Settlement.

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

9 14. No Admission or Effect if Agreement Not Made Effective.

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

15 15. No Effect on Other Lands.

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

20 16. Agreement Binding on Heirs, Assigns, Et Cetera.

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

25 17. Modification.

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

29 18. No Effect on Other Government Jurisdiction.

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

33 19. Headings.

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

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1 20. Escrow.

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

5 b. Deposits by parties:

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

8 (a) Certified copies of duly enacted  
9 resolutions of its City Council showing City's  
10 approval of this Agreement and the City's  
11 authorization that the Agreement and the quitclaim  
12 as set forth in Paragraph 3, above, be executed on  
13 the City's behalf; and

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

16 (c) A quitclaim by the City to the State, as  
17 set forth in Paragraph 3, above, duly and properly  
18 executed by City.

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

21 (a) A certified copy of a minute item of the  
22 State Lands Commission public hearing showing the  
23 Commission's approval of this Agreement and the  
24 Commission's authorization that it and the quitclaim,  
25 as set forth in Paragraph 4, above, be executed on  
26 the State's behalf; and

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

29 (c) A patent quitclaiming the Settlement Parcel  
30 to Sperry, as set forth in Paragraph 4, above, duly  
31 and properly executed by State.

32 (d) A Certificate of Acceptance and Consent to  
33 Record for the Grant of Easement set forth in  
34 Paragraph 2, above, and for the City's quitclaim set  
35 forth in Paragraph 3, above..  
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1 (3) Sperry shall deposit the following documents  
2 into escrow:

3 (a) This Agreement, duly and properly executed  
4 by Sperry, and

5 (b) A cashier's check or immediately available  
6 funds in the amount of \$25,000 payable to the State  
7 Lands Commission - Kapiloff Land Bank Fund.

8 (c) A deed granting an easement for public  
9 access as set forth in paragraph 2, above, duly and  
10 properly executed by Sperry; and

11 (d) Written approval by Sperry of the condition  
12 of title to the Settlement Parcel as shown in a  
13 preliminary title report or pro forma policy of title  
14 insurance, as provided in Paragraph 8, above.

15 21. Close of Escrow and Recordation.

16 Upon entry of Judgment by the Court, should Sperry choose to  
17 seek judicial confirmation of the validity of this settlement  
18 pursuant to paragraph 8, above, and receipt of all documents and  
19 funds described in Paragraph 20, above, and the written approval  
20 by Sperry of the condition of title to the Settlement Parcel as  
21 shown in a preliminary title report or pro forma policy of title  
22 insurance, Escrow Agent shall notify the parties of its intention  
23 to close escrow, to record this Agreement and any related  
24 documents, and shall set a date certain for such recordation and  
25 closing. At 8:00 a.m., or as early as possible on the date  
26 chosen for the close of escrow, Escrow Agent shall record this  
27 Agreement in the Office of the County Recorder for the County  
28 of San Mateo, California. Escrow Agent shall then pay \$25,000  
29 to the State Lands Commission.

30 22. Purpose to Perfect Title.

31 The Settlement Parcel will be quitclaimed by the State to  
32 Sperry pursuant to this Agreement solely for the purpose of  
33 perfecting title to said disputed land and, accordingly, for tax  
34 assessment purposes, said quitclaim does not involve a change in  
35 ownership pursuant to Section 62(b) of the California Revenue and  
36 Taxation Code.



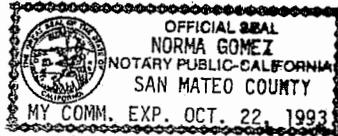
PUBLIC CORPORATION ACKNOWLEDGEMENT (1191 Civil Code)

State of California)
)ss
County of San Mateo)

On this the 16th day of January, 1990, before me Norma Gomez personally appeared THOMAS R. MACK, personally known to me to be the person who executed this instrument as Mayor of the City of San Mateo and acknowledged to me that he executed it.

WITNESS my hand and official seal.

Handwritten signature of Norma Gomez
Notary's Signature



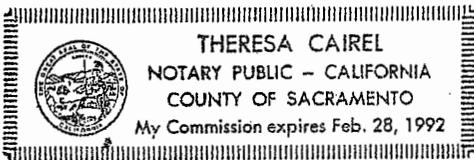
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STATE OF CALIFORNIA )
) ) ss
COUNTY OF SACRAMENTO )

On this 9th day of MARCH, 1990, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared CHARLES WARREN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as 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.



Handwritten signature of Theresa Cairel
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

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

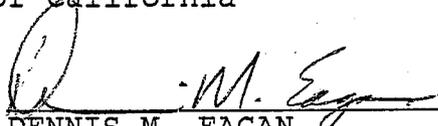
3  
4 DATED: March 6, 1990 STATE OF CALIFORNIA  
5 STATE LANDS COMMISSION

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7 By:   
8 CHARLES WARREN  
9 Executive Officer

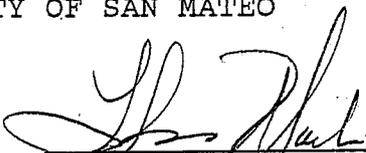
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11 DATED: \_\_\_\_\_  
12 \_\_\_\_\_  
13 JEAN C. SPERRY

14 Approved as to form:

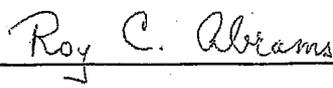
15 JOHN K. VAN DE KAMP  
16 Attorney General  
17 State of California

18  
19 By:   
20 DENNIS M. EAGAN  
21 Deputy Attorney General

22 DATED: JAN. 16, 1990 CITY OF SAN MATEO

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25 By:   
26 Mayor

27 Approved as to form:

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29 By:   
30 Roy C. Abrams  
31 City Attorney

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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: \_\_\_\_\_  
CHARLES WARREN  
Executive Officer

DATED: Mar. 9, 1990

Jean C. Sperry  
JEAN C. SPERRY

Approved as to form:

JOHN K. VAN DE KAMP  
Attorney General  
State of California

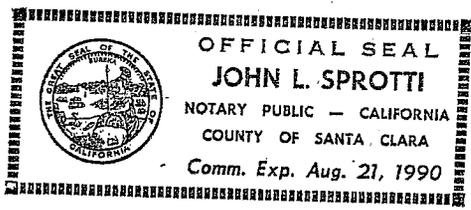
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STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO } SS.  
On this 9th day of MARCH, in the year  
1990, before me, the undersigned, a Notary Public in  
and for said County and State, personally appeared  
Jean C. Sperry

personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person \_\_\_\_\_ whose name  
IS subscribed to the within instrument and  
acknowledged that SHE executed the  
same.

Signature [Signature]  
John L. Sprotti  
Name (Typed or Printed)  
Notary Public in and for said County and State



CHICAGO TITLE  
INDIVIDUAL  
Staple

F2492 R 6/84

FOR NOTARY SEAL OR STAMP

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1 IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the  
2 State of California, have set my hand and caused the seal of the  
3 State of California to be hereunto affixed pursuant to Section  
4 6107 of the Public Resources Code of the State of California.  
5 Given under my hand at the City of Sacramento this 21<sup>st</sup> day of  
6 March, one thousand nine hundred and ninety.  
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10  
11 George Deukmejian  
12 GEORGE DEUKMEJIAN  
13 Governor  
14

15 Attest:

16 Manh Jong Eu  
17 SECRETARY OF STATE  
18

19 By: \_\_\_\_\_  
20

21 Title: \_\_\_\_\_  
22



EXHIBIT A

SETTLEMENT PARCEL DESCRIPTION

All that certain real property situated in the City of San Mateo, County of San Mateo, State of California more particularly described as follows:

Lots 3 and 4 as shown on that certain map entitled "Shoreview Industrial Tract, San Mateo, San Mateo County, California", filed in the office of the County Recorder of San Mateo County on July 10, 1964 in Book 60 of Maps at page 39.

Subject to: A NON-MOTORIZED easement, described as follows:

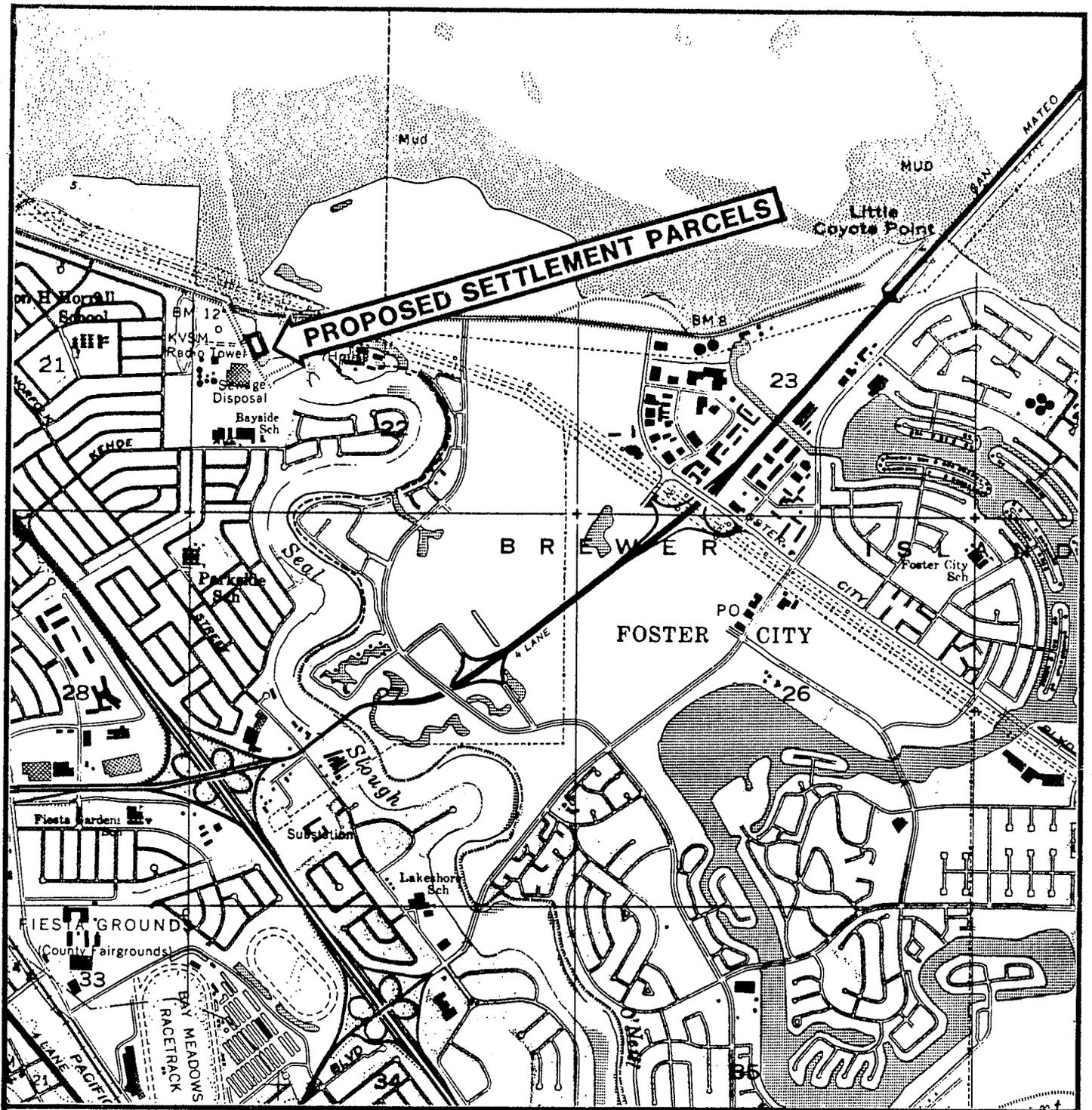
A strip of land 10.00 feet in width, measured at right angles, contiguous to and lying generally Westerly of the Easterly line of Lots 3 and 4 as described above, said easement extending from the Southeasterly line of Lot 4 to the Northeasterly line of Lot 3.

END OF DESCRIPTION

PREPARED APRIL 6, 1989 BY THE BOUNDARY INVESTIGATION UNIT NO. 4, RAND LA. FORCE, SUPERVISOR.

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STATE LANDS COMMISSION

# PROPOSED SETTLEMENT PLAT



Prepared by: **B. LEE**      Date: **9-12-88**    A: 20    S: 11

EXHIBIT **B**

Title Study: **San Mateo / Marina Lagoon**      W **23682**

Z **3-N39-E 148**

EXHIBIT "C"

GRANT OF EASEMENT

In accordance with that certain agreement entitled, Compromise Title Settlement Agreement, recorded on \_\_\_\_\_, in Book \_\_\_\_\_ of Official Records, page \_\_\_\_\_, in the office of the County Recorder of San Mateo County, Jean C. Sperry (hereinafter "Grantor") hereby grants to the State of California, acting by and through the State Lands Commission (hereinafter "State"), a nonexclusive easement for public access on, over, and across the following described real property:

A strip of land 10.00 feet in width, measured at right angles, contiguous to and lying generally Westerly of the Easterly line of lots 3 and 4 as shown on that certain map entitled "Shoreview Industrial Tract, San Mateo, San Mateo County, California", filed in the office of the County Recorder of San Mateo County on July 10, 1964 in Book 60 of Maps at page 39, said easement extending from the Southeasterly line of Lot 4 to the Northeasterly line of Lot 3.

The easement is appurtenant to Marina Lagoon, also known as Seal Slough.

The easement is for the purpose of affording public access to and from the parcels to which it is appurtenant, including rights in the public to hike, enjoy views, picnic, and otherwise enjoy the various recreational opportunities offered by the easement area and the parcels to which it is appurtenant.

The easement is for non-motorized public access only; provided, that the State and its officers, employees, representatives, lessees, permittees, agents, and assigns shall be allowed to use motorized vehicles on the easement for purposes of property management; construction, maintenance, and repair of a road or pathway along all or any portion of the easement; and emergencies.

Along all or any portion of the easement parcel, the State, may construct, maintain, and repair a road or pathway; place trash receptacles, benches, and other facilities and improvements for the convenience of users of the easement; and post information signs, including, without limitation, signs prohibiting motorized vehicles, firearms, weapons, hunting, and littering. The State, shall not be obligated to make any such improvements, and shall have no duty to maintain the easement in its unimproved state.

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Grantor agrees not to interfere with the foregoing easement rights, and shall not use the easement or adjacent lands for purposes or in a manner that is inconsistent or incompatible with those rights.

This Grant of Easement is subject to the terms of paragraph 2 of the Agreement portion (not the Recital portion) of the Compromise Title Settlement Agreement referred to above.

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RECORDED AT REQUEST OF

CHICAGO TITLE COMPANY

'90 JUN 8 PM 2 24

WARREN SLOCUM RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDS

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

808500-23  
State of California

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

Attn.: Dave Plummer  
Telephone: 916 - 445-2682

RF	
CO	
LN	
MF	
AF	
HB	

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)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED TO STATE**

I.D. W 23682

Dictation and typing: DP:bk

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 \_\_\_\_\_

the City of San Mateo, County of San Mateo \_\_\_\_\_, California,

more particularly described in the DESCRIPTION OF QUITCLAIM PARCEL, attached hereto as Exhibit "A"

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

Dated: May 10, 1990

City of San Mateo

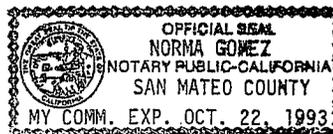
THOMAS R. MACK, MAYOR

**PUBLIC CORPORATION ACKNOWLEDGEMENT (1191 Civil Code)**

State of California) On this 10th day of May 1990, before me  
)ss Norma Gomez personally appeared THOMAS R. MACK  
County of San Mateo) personally known to me to be the person who executed  
this instrument as MAYOR  
of the City of San Mateo and acknowledged to me  
that he executed it.

WITNESS my hand and official seal.

Notary Public



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(B)

EXHIBIT "A"

DESCRIPTION OF QUITCLAIM PARCEL

All that certain real property situated in the City of San Mateo, County of San Mateo, State of California more particularly described as follows:

Lots 3 and 4 as shown on that certain map entitled "Shoreview Industrial Tract, San Mateo, San Mateo California", filed in the office of the County Recorder of San Mateo County on July 10, 1964 in Book 60 of Maps at page 39.

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

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

Attn.: Dave Plummer  
Telephone: 916-322-0595

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 23682  
AD 93

Dictation  
and typing: DP: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 May 10, 1990, from City of San Mateo

to the State of California.

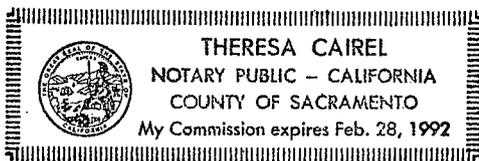
The said interest in real property is accepted by the State of California in its sovereign capacity in trust for the people thereof, as real property of the legal character of tidelands and submerged lands.

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. 34 of its regular public meeting on April 26, 1989, by its duly authorized undersigned officer.

Dated: March 6, 1990 State Lands Commission  
By: Charles Warren

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO ) ss.

On this 9th day of MARCH, 19 90, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared CHARLES WARREN, known to me to be the 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.

Theresa Cairel  
Notary Public in and for said  
County and State

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©

RECORDED AT THE REQUEST OF.  
State Lands Commission

RECORDED AT REQUEST OF  
CHICAGO TITLE COMPANY

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808543 23  
WHEN RECORDED MAIL TO.  
State Lands Commission  
1807 - 13th Street  
Sacramento, CA 95814  
Attn.: Dave Plummer

RF	
CO	
LN	
MF	
AF	
HP	

WARREN S. BROWN RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDS

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

W 23682  
AD 93

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The State Lands Commission, by its Minute Item No. 34, duly adopted at its regular public meeting on April 26, 1989 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 PATENT PARCEL described, 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 to or greater value than the interest being relinquished by the STATE in the PATENT 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 performance of PATENTEE's obligations under the Agreement, PATENTEE is entitled to this Patent.

NOW, THEREFORE, the State of California quitclaims to Jean C. Sperry 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 the real property in the City of San Mateo, County of San Mateo, California, more particularly described in the PATENT PARCEL DESCRIPTION, which is attached to and incorporated in this Patent.



The State Lands Commission has found and declared that the PATENT 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 PATENT 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 San Mateo.



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 21st day of March in the year of our Lord one thousand nine hundred and ninety.

George Deukmejian  
Governor

Attest: Marsh Fong Eu  
Secretary of State

Countersigned: Charles W. ...  
Executive Officer, State Lands Commission

Description of PATENT PARCEL attached

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PATENT PARCEL DESCRIPTION

All that certain real property situated in the City of San Mateo, County of San Mateo, State of California more particularly described as follows:

Lots 3 and 4 as shown on that certain map entitled "Shoreview Industrial Tract, San Mateo, San Mateo California", filed in the office of the County Recorder of San Mateo County on July 10, 1964 in Book 60 of Maps at page 39.

Subject to: A NON-MOTORIZED easement, described as follows:

A strip of land 10.00 feet in width, measured at right angles, contiguous to and lying generally Westerly of the Easterly line of Lots 3 and 4 as described above, said easement extending from the Southeasterly line of Lot 4 to the Northeasterly line of Lot 3.

END OF DESCRIPTION

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