

MINUTE ITEM

This Calendar Item No. 20
was approved as Minute Item
No. 20 by the State Lands
Commission by a vote of 3
to 0 at its 11-20-79
meeting.

CALENDAR ITEM

20.

11/79
BLA 141
Cook

MOBIL OIL ESTATES (REDWOOD) LTD.
RELOCATION OF PUBLIC ACCESS EASEMENT
ON REDWOOD PENINSULA, SAN MATEO COUNTY

According to the terms of the Phelps Slough Boundary and Exchange Agreement (BLA 141) entered into between the State Lands Commission and Mobil Oil Estates (Redwood) Ltd., and recorded on February 22, 1974 in Volume 6557, page 633, the State received a right of way for public access to the State lands within Belmont Slough.

The agreement provided that Mobil, from time to time, could relocate the easement at its expense, and Mobil has requested such relocation without cost to the State. The relocated right of way connects to a public street and will have utility for public access equal to the existing right of way.

The proposed relocated right of way is described in the attached Exhibit "A". The existing right of way is described in the attached Exhibit "B". Both are depicted on the attached plat marked Exhibit "C".

To carry out the requirements of the agreement, it is proposed that the State quitclaim the existing easement to Mobil and that Mobil deed the relocated easement to the State. The relocated easement shall also remain relocatable in the future on the same basis as the existing easement.

Upon further staff review of BLA 141, the terms of the agreement may be considered to be somewhat ambiguous in that it appears to be based on levee relocation. The easement to be relocated is not along the shoreline, is not being relocated as a result of any levee changes, but by reason of the proposed Shorebird Subdivision; is in an area anticipated at the time of BLA 141 to be within a future subdivision by Mobil; was not then or now a part of the perimeter levee system of Redwood Peninsula; was intended by the parties at the time of BLA 141 to constitute a connection between the Belmont Slough public access shoreline easement and a public street; and was intended to be relocated at Mobil's discretion upon the future subdivision, so long as the quality of public use of the access was preserved. These facts have occurred and to the extent the specific language of BLA 141 may be inconsistent, the same should be amended to conform to the action recommended herein.

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CAUTION	125
INDEXED	2323

CALENDAR ITEM NO. 20. (CONTD)

- EXHIBITS:
- A. Description of relocated Right-of-Way.
 - B. Description of existing Right-of-Way.
 - C. Plat showing existing and relocated Rights-of-Way.

THE PROPOSED RE-LOCATION IS REQUIRED BY AGREEMENT AND THE STAFF RECOMMENDS:

1. APPROVE THE PROPOSED RELOCATION.
2. AUTHORIZE THE STATE'S CONVEYANCE OF THE ABOVE-DESCRIBED EXISTING PUBLIC ACCESS RIGHT OF WAY TO MOBIL OIL ESTATES (REDWOOD) LTD., IN EXCHANGE FOR A DEED TO THE STATE OF THE SAID RELOCATED PUBLIC ACCESS RIGHT OF WAY.
3. AUTHORIZE THE STATE'S ACCEPTANCE AND THE RECORDATION OF THE CONVEYANCE TO THE STATE OF THE RELOCATED RIGHT OF WAY.
4. AUTHORIZE THE STATE LANDS COMMISSION STAFF AND/OR THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL FURTHER STEPS NECESSARY TO IMPLEMENT THE TRANSACTION DESCRIBED ABOVE, INCLUDING, BUT NOT LIMITED TO, APPEARANCES IN ANY LEGAL PROCEEDINGS BROUGHT CONCERNING THE ABOVE TRANSACTION.
5. FIND THAT ACTION TAKEN HEREUNDER IS REQUIRED BY THE TERMS OF AN AGREEMENT NECESSARY TO SETTLEMENT OF TITLE AND BOUNDARY DISPUTES IN LIEU OF LITIGATION AND THE PROVISIONS OF CEQA ARE INAPPLICABLE (P.R.C. SEC. 6371).
6. THAT TO THE EXTENT THE TERMS AND CONDITIONS OF THE PHELPS SLOUGH BOUNDARY AND EXCHANGE AGREEMENT, DATED DECEMBER 3, 1973, ENTERED INTO BETWEEN THE COMMISSION AND MOBIL OIL ESTATES (REDWOOD) LIMITED, RECORDED FEBRUARY 22, 1974, IN 6557 O.R. 233, SAN MATEO RECORDER, MAY NOT BE CONSISTENT WITH THE ACTION TAKEN BY THE COMMISSION, BY THIS MINUTE ITEM, THE SAID AGREEMENT IS HEREBY AMENDED TO CONFORM WITH THE SAID COMMISSION ACTION, AND EXCEPT AS SO AMENDED THE REMAINDER OF THE PROVISIONS OF BLA 141 SHALL REMAIN IN FULL FORCE AND EFFECT.

DESCRIPTION

REPLACEMENT OF PEDESTRIAN AND BICYCLE EASEMENT
NORTHERLY OF SHOREBIRD SUBDIVISION NO. 1
Redwood Shores, California

CERTAIN real property situate in the City of Redwood City, County of San Mateo, State of California, particularly described as follows:

BEGINNING at the Northwest corner of that certain 20 feet easement described as Parcel S-7 in that certain deed from Mobil Oil Estates (Redwood) Limited to State of California recorded February 22, 1974 in Volume 6557 at Page 718, Official Records of San Mateo County, California; running thence along the Westerly line of said easement South $6^{\circ}08'10''$ East 65.38 feet; thence leaving said line along the arc of a curve to the right from a tangent that bears South $79^{\circ}16'51''$ East having a radius of 750.00 feet through a central angle of $29^{\circ}14'44''$ an arc distance of 382.82 feet; thence along the arc of a tangent reverse curve to the left having a radius of 698 feet through a central angle of $06^{\circ}45'40''$ an arc distance of 81.19 feet; thence tangentially South $56^{\circ}47'47''$ East 80.71 feet; thence along the arc of a tangent curve to the left having a radius of 20.00 feet through a central angle of $90^{\circ}00'00''$ an arc distance of 31.42 feet; thence North $56^{\circ}47'47''$ West 100.71 feet; thence along the arc of a tangent curve to the right having a radius of 758.00 feet through a central angle of $06^{\circ}45'40''$ an arc distance of 78.83 feet; thence along the arc of a tangent reverse curve to the left having a radius of 770.00 feet through a central angle of $28^{\circ}08'17''$ an arc distance of 378.15 feet; thence North $06^{\circ}08'10''$ West 51.20 feet; thence South $83^{\circ}51'50''$ West 20.00 feet to the point of beginning and containing 0.283 acre of land more or less.

EXHIBIT "A"

CALENDAR PAGE	127
MINUTE PAGE	2325

EXHIBIT "A 7"PHELPS SLOUGH BOUNDARY & EXCHANGE AGREEMENT

The land herein referred to is situated in the State of California, County of San Mateo, City of Redwood City, and is described as follows:

PARCEL S-7:

A NON-EXCLUSIVE 20 foot easement for pedestrian and bicycle usage, contiguous with and lying Westerly and Northwesterly from the following described line: Beginning at a point in the centerline of the existing levee, distant North $83^{\circ} 51' 50''$ East 20.00 feet from the course designated as "North $6^{\circ} 08' 10''$ West 679.60 feet" in the description of Parcel I, as described in the Deed to the State Lands Commission, recorded February 1, 1968 in Book 5426 of Official Records at page 109 (File No. 15987-AB), Records of San Mateo County, California; thence from said point of beginning South $6^{\circ} 08' 10''$ East 460 feet, more or less, to a point in the Northwesterly line of that certain 40 foot right of way described in Volume 5427 of Official Records at page 341, Records of San Mateo County, California; thence Southwesterly along the Northwesterly line thereof, 2500 feet, more or less, to the Northerly line of Marine World Parkway, as said Parkway is shown on the map of Marina Park filed in the office of the County Recorder of San Mateo County, State of California on August 1, 1969 in Book 70 of Maps at pages 4 and 5.

Use of the easement by any motor vehicle, including trucks, automobiles, motorcycles, motorscooters or any motor driven machine is expressly forbidden except for motor vehicular utilization by the State or its assigns, at their sole risk, for property management, patrol and emergencies. To ensure that the prohibition is observed, as part of the consideration for the granting of this easement and as a consideration to its continued use and enjoyment, Grantor may give suitable public notice by posting signs at each access point prohibiting not only motor driven vehicles, but also firearms, weapons, hunting and littering.

The Easement hereby granted is relocatable from time to time if Grantor, its successors and assigns, decide in their sole discretion to change the alignment of the levee to which the easement attaches to a different location in which event the easement shall attach to the new levee alignment to provide the same use and all rights in the hereinabove described easement location shall be extinguished and terminated. Relocation shall occur when Grantor delivers to Grantee a deed conveying a non-exclusive relocatable easement to the new location and Grantee shall thereupon deliver to Grantor a quitclaim of the former easement location.

(Continued)

SEARCHED	INDEXED
SERIALIZED	FILED
128	
2326	
VOL 6557 PAGE 679	

S-7

Grantor reserves for and on behalf of itself, its successors and assigns, the right to enter upon all or any portion of Parcel S-7 at reasonable spatial intervals with necessary men, material and equipment to perform work from time to time for the construction, alteration, rebuilding, repair and maintenance of the said levees as now existing or hereafter constructed, including the right to construct, alter, rebuild, repair and maintain said levees in conformance with requirements of any public agency, and further including, subject to the duty to restore any improvements placed thereon by grantee, its successors and assigns, the right to interrupt during the period of such construction, alteration, rebuilding, repair and maintenance the use and enjoyment of any pathways, other public access or improvements situated on said lands. Except as hereinabove specifically reserved, nothing contained in this reservation shall be deemed a reservation of any right to restrict grantees, its successors and assigns, rights to use and enjoy the levees for non-motorized public access purposes; provided, however, that grantee or its assigns may use motor vehicles on the levees, at their sole risk, for property management, patrol and emergency use; and provided further, that grantee or its assigns may, consistent with this reservation, erect at reasonable spatial intervals small boat launching ramps across the levee, but at their sole risk, cost and expense.

Grantor further reserves for and on behalf of itself, its successors and assigns, two (2) easements 100 feet in width each for drainage and water circulation purposes at such location as it or they may determine, said easements to include the right to breach the levee, to enter upon with men, material and equipment to construct, install, repair and maintain any drainage and circulation facility within the said reserved easement wherever it may be located together with temporary construction easements for the hereinabove described facilities, 25 feet in width, lying contiguous with each side of the above described easements; provided, however, that any pathways located within the reserved easement area which are interrupted in the exercise of the reserved easement shall be restored or connected to convenient public access.

The California Coordinate System, Zone 5, was used as the basis of bearings for the parcels described herein. All bearings given are grid bearings. All distances given are grid distances. To convert distance to ground distance, multiply grid distance by scale of 1.0000636.

CALENDAR PAGE	129
MINUTE PAGE	2327

EXHIBIT "B"

VOL 6557 PAGE 680