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

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

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

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

G. Sperry contends that the Settlement Parcel constituted swamp and overflowed lands for which its predecessor in title received a valid patent from the State of California on August 6, 1892, pursuant to California Statutes of 1858, Chapter 235 and other applicable law, and therefore neither the State nor the City has any right, title or interest therein or thereto, including any public trust easement.
H. The Settlement Parcel has been filled and reclaimed and removed from the public channel. The Settlement Parcel is no longer available or useful or reasonably susceptible of use or required for public trust purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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AGREEMENT

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

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

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


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

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

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

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

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State agrees to remise, release, and forever quitclaim to Sperry 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 3, above, in the Settlement Parcel described in Exhibit A.


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

a. Finds and declares, upon recordation of this Agreement, 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. Finds and declares 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.

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

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

e. Finds that this Agreement is in settlement of a title dispute and is therefore exempt from the California
Environmental Quality Act pursuant to Public Resources Code Section 21080.11.

6. Acquisition of Exchange Lands in City.

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

7. Acceptance of Conveyances and Consent to Recording.

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


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


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

13. Agreement for Compromise and Settlement.

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

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

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

15. 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 or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Settlement Parcel.


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

17. Modification.

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

18. No Effect on Other Government Jurisdiction.

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


The title headings of the sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.
20. 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 City's approval of this Agreement and the City's authorization that the Agreement and the quitclaim as set forth in Paragraph 3, 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 3, above, duly and properly executed by City.
      (2) State shall deposit the following documents into escrow:
         (a) A certified copy of a minute item of the 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 4, 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 Sperry, as set forth in Paragraph 4, above, duly and properly executed by State.
         (d) A Certificate of Acceptance and Consent to Record for the Grant of Easement set forth in Paragraph 2, above, and for the City's quitclaim set forth in Paragraph 3, above...
(3) Sperry shall deposit the following documents into escrow:

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

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

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

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


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

22. Purpose to Perfect Title.

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

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23. **Allocation of Costs and Expenses.**

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

24. **Effective Date.**

This Agreement shall become effective only upon recordation of this Agreement and the documents executed pursuant to this Agreement. To become effective, this Agreement must be recorded by December 31, 1990, or within 30 days from entry of any Judgment issued pursuant to paragraph 8, above, whichever is later.
PUBLIC CORPORATION ACKNOWLEDGEMENT (1191 Civil Code)

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.

Notary's Signature

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO ) ss

On this 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.

Theresa Cairel
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

Form 13.32 (1/85)
To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

DATED: MICHELLE, 1990
STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: 
CHARLES WARREN
Executive Officer

DATED: 
JEAN C. SPERRY

Approved as to form:

JOHN K. VAN DE KAMP
Attorney General
State of California

By: 
DENNIS M. EAGAN
Deputy Attorney General

DATED: JAN. 16, 1990
CITY OF SAN MATEO

By: 
Mayor

Approved as to form:

By: 
Roy C. Altama
City Attorney
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

Approved as to form:

JOHN K. VAN DE KAMP
Attorney General
State of California

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

John L. Sprotti

Name (Typed or Printed)
Notary Public in and for said County and State

OFFICIAL SEAL

FOR NOTARY SEAL OR STAMP
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 21st day of March, one thousand nine hundred and ninety.

GEORGE DEUKMEJIAN
Governor

Attest: March Feng Eu

SECRETARY OF STATE

By: __________________________

Title: __________________________
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.
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  Z3-N39-E148
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.
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.
QUITCLAIM DEED TO STATE

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)
County of San Mateo) On this 10th day of May 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.

NOTARY PUBLIC
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.
CERTIFICATE OF ACCEPTANCE AND
CONSENT TO RECORDING
(Govt. Code 27281) (Sovereign Interest)

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 WAGNER

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 WAGNER, 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 — CALIFORNIA
COUNTY OF SACRAMENTO
My Commission expires Feb. 28, 1992

Notary Public in and for said County and State

Form 71.30 (1/80)

(TSS — CERTIFICATE OF ACCEPTANCE, SOVEREIGN)
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 42/44 day of _______________ in the year of our Lord one thousand nine hundred ninety in the year of our Lord one thousand nine hundred ninety.

George Deukmejian
Governor

Attest: 
March Tong Eu
Secretary of State

Countersigned: 
Executive Officer, State Lands Commission

Description of PATENT PARCEL attached
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