

MINUTE ITEM.

This Calendar Item No. 26
was approved as Minute Item
No. 26 by the State Lands
Commission by a vote of 3
to 0 at its 10-29-79
meeting.

CALENDAR ITEM

26.

10/79
W 20401
Cook

PHELPS SLOUGH MITIGATION AGREEMENT

The Department of Fish and Game has entered into an agreement with Mobil Oil, entitled "Phelps Slough Mitigation Agreement", a copy of which is on file with the Commission and is incorporated herein by reference.

The Agreement provides for conveyances to the State of certain parcels of real property in the Phelps Slough area adjacent to Steinberger Slough of about 20 acres, and within Bair Island of about 217 acres, referred to as the Phelps Slough parcel and the Bair Island parcel respectively.

The Phelps Slough parcel is described in Exhibit A and is depicted on the plat marked Exhibit B. The Bair Island parcel is described in Exhibit C and is depicted on the plat marked Exhibit D.

The conveyances are in mitigation for and in consideration for the removal of the objections of the Department of Fish and Game and the U.S. Fish and Wildlife Service to the construction by Mobil of a shopping center or other commercial facilities in the area of Phelps Slough in Redwood City.

The Mitigation Agreement contains the following provision:

"It is agreed that the conveyance of lands pursuant to this agreement shall not nullify nor remove any obligation that Mobil may have for the conveyance of additional lands under the Bair Island Environmental Study Agreement, recorded at Volume 6526 Official Records of San Mateo County, page 697, et seq."

The above-mentioned Study Agreement was entered into by the State Lands Commission and Mobil (Bair Island Estates) as part of the settlement of titles within the Phelps Slough (BLA 141) parcel and a Donation Agreement whereby the State received 800± acres on Bair Island. It provided for a study of the public needs of the portion of Bair Island lying southerly of the 800± acres of Bair Island received by the State from Mobil (Bair Island Estates), and northerly of Corkscrew Slough. The portion of Bair Island received by the State and the study portion, as well as the Phelps Slough parcel and the State's exchange parcel around the perimeter of Redwood Peninsula, are shown on the plat marked Exhibit E (pages 1 & 2).

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CALENDAR ITEM NO. 26. (CONTD)

Pursuant to the Study Agreement, the State will receive at least 60 additional acres of Bair Island. The Phelps Slough Mitigation Agreement provides that this 60+ acre acquisition is to be separate from, and over and above, the Bair Island parcel received under the Phelps Slough Mitigation Agreement of the Department of Fish and Game. The above quoted provision is to protect the State's right to receive the 60+ acre parcel.

In addition to the Mitigation Agreement, the Department of Fish and Game, the City of Redwood City and Mobil Oil Estates (Redwood), Limited, have entered into an "Agreement for Management of Storm Water Holding Basin and Mitigation Pond ("Management Agreement") pertaining to the Phelps Slough parcel for wildlife management use consistent with flood control requirements. A copy of the agreement is on file with the State Lands Commission and is incorporated herein.

The City of Redwood City, by Resolution No. 7759, approved February 8, 1977, approved the Management Agreement and found the Phelps Slough Mitigation Agreement to be consistent with the interests of the City and of the Redwood City General Improvement District No. 1-64.

The Phelps Slough Mitigation Agreement is subject to the following condition:

"Finding by the State Lands Commission that the mitigation plan is consistent with Bair Island Environmental Study Agreement (Volume 6526 of San Mateo County Official Records, page 697 et seq.)"

The Department of Fish and Game agrees that the Phelps Slough and Bair Island parcels should pass to the State in its sovereign capacity as tidelands and submerged land with control and possession to be in the Department. To accomplish this, it is necessary that the State Lands Commission accept the deeds (copies of which are on file with the State Lands Commission and are incorporated herein by reference) and execute a Transfer of Control and Possession to the Department for the uses specified in the said Mitigation and Management Agreements.

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The Phelps Slough Mitigation Agreement provides for conditions, the occurrences of which will require cancellation and reconveyance of the parcels described in the deeds to Mobil, said conditions will be binding upon the State Lands Commission when it accepts the deeds pursuant to the Agreement. One condition for such cancellation consists of Mobil's option to not exercise the privileges and entitlements of the United States Army Corps of Engineers permit within 12 months of its issuance. Another results from a possible final judgement setting aside the Mitigation Agreement or United States Army Corps of Engineers permits Nos. 10354-49, 10551-49 within 7 years of the Close of escrow.

Mobil is to provide title insurance in the amount of \$500,000 insuring fee title in the State of California to the Phelps Slough parcel and title insurance in the amount of \$432,000 insuring fee title in the State of California to the Bair Island parcel. Mobil is to restore the Bair Island parcel to tidal action within 5 years of close of escrow or in case of litigation regarding this parcel at the conclusion of said litigation.

Staff has reviewed the matter in some detail and is of the opinion that the proposed transaction and findings are in the best interests of the State and within the legally constituted powers of the State Lands Commission pursuant to Division 6 of the P.R.C., including Section 6301 thereof.

EXHIBITS:

- A. Land Description - Phelps Slough Parcel.
- B. Plat Map - Phelps Slough Parcel.
- C. Land Description - Bair Island Parcel.
- D. Plat Map - Bair Island Parcel.
- E. Plat Maps, Pages 1 & 2 - Redwood Peninsula.

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND, PURSUANT TO PARAGRAPH 9(c) OF THE PHELPS SLOUGH MITIGATION AGREEMENT, THAT THE MITIGATION PLAN IS CONSISTENT WITH THE BAIR ISLAND ENVIRONMENTAL STUDY AGREEMENT (VOL. 6526 OF SAN MATEO COUNTY OFFICIAL RECORDS, PAGE 697, ET SEQ.).
2. AUTHORIZE THE ACCEPTANCE AND RECORDATION OF THE GRANT DEEDS TO THE STATE OF THE PHELPS SLOUGH PARCEL AND THE BAIR ISLAND PARCEL, SAID PARCELS BEING MORE PARTICULARLY DESCRIBED IN EXHIBITS A AND C, RESPECTIVELY.

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3. AUTHORIZE THE TRANSFER OF CONTROL AND POSSESSION OF THE REAL PROPERTY DESCRIBED IN SAID DEEDS TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME.
4. AUTHORIZE THE STATE LANDS COMMISSION STAFF AND/OR THE OFFICE OF THE ATTORNEY GENERAL TO TAKE ALL FURTHER STEPS WHICH MAY BE REASONABLY NECESSARY AND CONVENIENT TO IMPLEMENT THE TRANSACTION DESCRIBED ABOVE, INCLUDING BUT NOT LIMITED TO EXECUTION OF DOCUMENTS OF TITLE, RECORDATION, ESCROW INSTRUCTIONS AND APPEARANCES IN ANY LEGAL PROCEEDINGS BROUGHT CONCERNING THE ABOVE TRANSACTION.
5. FIND THAT THE TRANSACTION IS CATEGORICALLY EXEMPT FROM PREPARATION OF AN EIR IN THAT THE PROJECT INVOLVES THE ACQUISITION OF LANDS FOR FISH AND WILDLIFE CONSERVATION PURPOSES INCLUDING PRESERVATION OF FISH AND WILDLIFE HABITAT, (14 CAL. ADM. CODE SECTION 15113) AND THE PROJECT INVOLVES ACTION BY A REGULATORY AGENCY, THE DEPARTMENT OF FISH AND GAME, FOR PROTECTION OF NATURAL RESOURCES AND THE ENVIRONMENT, (14 CAL. ADM. CODE SECTIONS 15107, 15108).

EXHIBIT "A"

DESCRIPTION

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:

BEGINNING at a point on the Southwesterly boundary line of that certain subdivision entitled "MARLIN SUBDIVISION NO. 2", filed in the office of the County Recorder of San Mateo County, State of California in Volume 69 of maps at pages 51 through 53, said point being the most Southerly corner of Lot 53 as shown on said map and also being the most Northerly corner of Parcel S-2 as said parcel is described in the Deed to the State of California, dated December 14, 1973 and recorded February 22, 1974 in Book 6557 of Official Records at page 718; (File No. 18710-AH), Records of San Mateo County, California; thence along the boundary line of last mentioned lands South $31^{\circ} 49' 17''$ West 528.46 feet, South $29^{\circ} 13' 17''$ West 311.00 feet (called 312.15 feet in said Deed 6557 OR 718) North $63^{\circ} 13' 18''$ West 195.43 feet (called South $63^{\circ} 10' 55''$ East 192.50 feet in said Deed 6557 OR 718), South $26^{\circ} 46' 42''$ West 50.00 feet (called North $26^{\circ} 49' 05''$ East 50.00 feet in said Deed 6557 O.R. 718); South $63^{\circ} 13' 18''$ East 109.14 feet (called North $63^{\circ} 10' 55''$ West in said Deed 6557 O.R. 718) to the Westerly line of the 50 foot right of way described as an appurtenance to Parcel S-3 in the above mentioned Deed 6557 OR 718; thence along said Right of Way line South $0^{\circ} 17' 52''$ West 571.91 feet; thence leaving said Right of Way line along the arc of a curve to the right from a tangent which bears South $15^{\circ} 15' 14''$ West having a radius of 295.00 feet, a central angle of $55^{\circ} 15' 53''$ an arc distance of 284.09 feet to a point of cusp and intersection with the curved Northwesterly line of a certain strip of land being 40.00 feet in width and described as Deed recorded in Book 5399 of Official Records at page 57, Records of San Mateo County, California, a radial line of said point bears North $19^{\circ} 24' 53''$ West; thence along said Northwesterly line of said strip of land along the arc of a curve to the left from a tangent bears South $70^{\circ} 35' 07''$ West having a radius of 1239.92 feet, a central angle of $25^{\circ} 14' 24''$ and arc distance of 546.21 feet; thence South $45^{\circ} 20' 43''$ West 100.00 feet; thence leaving said strip of land along the arc of a curve to the right, tangent to the preceding course having a radius of 250.00 feet a central angle of $32^{\circ} 05' 06''$ an arc distance of 140.00 feet to a point on the Northerly line of the lands described in the Deed to the County of San Mateo, a political subdivision of the State of California and recorded in Book 6756 of Official Records at page 423, Records of San Mateo County, California; thence along said Northeasterly line North $40^{\circ} 57' 43''$ West 159.14 feet; thence leaving said line North $77^{\circ} 23' 49''$ East 75.67 feet; thence along the arc of a curve to the left having a radius of 110.00 feet a central angle of $32^{\circ} 05' 06''$ an arc distance of 61.60 feet; thence North $45^{\circ} 20' 43''$ East 100.00 feet; thence along the arc of a curve to the right having a radius of 1379.51 feet a central angle of $25^{\circ} 14' 24''$ an arc distance of 607.82 feet; thence along the arc of a curve to the left having a radius of 155.00 feet a central angle of $70^{\circ} 17' 15''$ an arc distance of 190.15 feet; thence North $0^{\circ} 17' 52''$ East 438.54 feet; thence North $74^{\circ} 00' 00''$ West 250.32 feet; thence along the arc of a curve to the left from a tangent which bears North $20^{\circ} 55' 41''$ East having a radius of 1809.00 feet a central angle of $12^{\circ} 40' 38''$ an arc distance of 399.99 feet; thence North $2^{\circ} 27' 26''$ East 151.95 feet; thence along the arc of a curve to the left from a tangent which bears North $3^{\circ} 26' 30''$ East having a radius of 1800.00 feet a central angle of $14^{\circ} 42' 49''$ a distance of 462.24 feet; thence North $69^{\circ} 30' 00''$ East 457.73 feet to a point on the herein above first described Northwesterly boundary of Marlin Subdivision No. 2; thence along said subdivision boundary line South $40^{\circ} 57' 43''$ East 575.52 feet to the point of beginning.

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Reserving, however, unto the Grantor, its successors and assigns, over all of the above described lands a perpetual right to collect and impound storm waters from whatever source and no matter where originating to be drained onto the property, but not to exceed 100 year flood flows of 2,400,000 cubic feet annually with a peak of 700 cubic feet per second over a one (1) hour period; including, but without limiting the generality of the foregoing, the right to excavate and shape the lands for such purposes, together with the right at all times to enter upon and use said lands to maintain and operate the aforesaid drainage basin, and such facilities and improvements as may be installed thereon.

Further reserving unto the Grantor, its successors and assigns over the said hereinabove described property an easement for drainage purposes and incidents thereto, including the right to construct, enclose, operate and maintain a pumphouse structure and similar facilities over and across the parcel of land described as follows:

BEGINNING at the westerly terminus of that certain course first herein above described as North 63° 13' 18" West 195.43 feet (called South 63° 10' 55" East 192.56 feet in said Deed 6557 C.R. 718); thence Northeasterly perpendicular to said course North 26° 46' 42" East 50.00 feet; thence South 63° 13' 18" East parallel to said course 95.00 feet; thence North 26° 46' 42" East 230.00 feet; thence South 63° 13' 18" East 92.82 feet, more or less, to a point on the boundary line of the herein above first mentioned Parcel S-2; thence along said boundary line South 25° 13' 17" West 280.10 feet, more or less, to an angle point in said boundary line of Parcel S-2; thence continuing along said boundary line Northwesterly to the point of beginning.

Further reserving unto the Grantor, its successors and assigns, from the said hereinabove described property an easement for an underground pipeline and discharge structure between Steinbergat Slough and the lands first hereinabove described, including the right to enter upon said lands to install, construct, operate and maintain such facilities over and across the following described parcel of land:

COMMENCING at the herein above first described point of beginning at the said most Northerly corner of Parcel S-2 and being the point of beginning of the herein described strip easement; thence South 31° 49' 17" West 20.00 feet; thence North 75° 00' 00" West 240.00 feet; thence North 15° 00' 00" East 50.00 feet; thence South 75° 00' 00" East 200.11 feet, more or less, to the herein above first described Southwesterly boundary line of said Marlin Subdivision No. 2; thence Southeasterly along said boundary line South 40° 57' 43" East 55.12', more or less, to the point of beginning.

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Further reserving unto the Grantor, its successors and assigns, from the said hereinabove described property four (4) relocatable drainage easements, each fifty (50) feet in width, together with all necessary secondary easements for operation and maintenance purposes, the initial locations of which said easements are as follows:

EASEMENT I:

BEGINNING at the Westerly terminus of that certain course first herein above described as North 74° 00' 00" West 250.32 feet; thence along the line of said strip easement North 66° 00' 00" East 175.00 feet; thence North 24° 00' 00" West 50.00 feet; thence South 66° 00' 00" West 127.00 feet, more or less to the curved line as first herein above described having a radius of 1809.00 feet; thence Southwesterly along said curved line to the point of beginning.

EASEMENT II:

BEGINNING at the Southerly terminus of that certain course first herein above described as North 2° 27' 26" East 151.95 feet; thence Southwesterly along the arc of a curve to the right from a tangent which bears South 8° 15' 33" West having a radius of 1809.00 feet a central angle of 2° 03' 31" an arc distance of 65.00 feet to the true point of beginning of the herein described strip easement; thence along said easement line South 47° 00' 00" East 160.00 feet; thence South 43° 00' 00" West 50.00 feet; thence North 47° 00' 00" West 129.06 feet, more or less, to the herein described curve line having a radius of 1809.00 feet; thence Northerly along said curved line to the point of beginning.

EASEMENT III:

BEGINNING at the Northerly terminus of that certain course first hereinabove described as North 2° 27' 26" East 151.95 feet; thence Northerly along the arc of a curve to the left from a tangent which bears North 3° 26' 30" East having a radius of 1800.00 feet a central angle of 7° 19' 16" an arc distance of 230.00 feet to the true point of beginning of the herein described easement; thence North 83° 00' 00" East 135.00 feet; thence North 7° 00' 00" West 50.00 feet; thence South 83° 00' 00" West 102.97 feet, more or less, to the above described curve line having a radius of 1800.00 feet; thence Southerly along said curved line to the true point of beginning.

EASEMENT IV:

BEGINNING at the Westerly terminus of that certain course first herein above described as North 69° 00' 00" East 457.73 feet; thence along the line of said strip easement South 76° 00' 00" East 145.00 feet; thence South 14° 00' 00" West 50.00 feet; thence North 76° 00' 00" West 122.32 feet, more or less, to the curved line herein above described as having a radius of 1800.00 feet; thence Northerly along said curved line to the point of beginning.

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Further reserving unto the Grantor, its successors and assigns, from the said hereinabove described property two (2) relocatable easements for drainage inlets, each fifty (50) feet in width, together with all necessary secondary easements for operation and maintenance purposes, the initial locations of which are as follows:

EASEMENT "A":

BEGINNING at a point on that certain course herein above described as South $0^{\circ} 17' 52''$ West 571.91 feet, said point bears North $0^{\circ} 17' 52''$ East 155.00 feet from the Southerly terminus of said course; thence North $89^{\circ} 42' 08''$ West 60.00 feet; thence North $0^{\circ} 17' 52''$ East 50.00 feet; thence South $89^{\circ} 42' 08''$ East 60.00 feet; thence South $0^{\circ} 17' 52''$ West 50.00 feet to the point of beginning.

EASEMENT "B":

The Easterly line being described as follows:

BEGINNING at the point of cusp of the curve as first herein above described and being the Southwesterly terminus of the curved course described as having a radius of 295.00 feet and a central angle of $55^{\circ} 19' 53''$; thence along the most Easterly line of said strip easement North $19^{\circ} 24' 53''$ West 140.00 feet to the Southwesterly terminus of the first herein above described curved course having a radius of 155.00 feet and central angle of $70^{\circ} 17' 15''$ the westerly line of said strip easement being parallel to and 50.00 feet measured perpendicularly from the herein described Easterly easement line and terminating at the curvilinear lines as first above described, having a radius of 1239.92 feet on the South and 1379.92 feet on the North.

Further reserving unto Grantor, its successors and assigns, a public right of way easement extending over and above a portion of the said hereinabove described property and being within a strip of land more particularly described as follows:

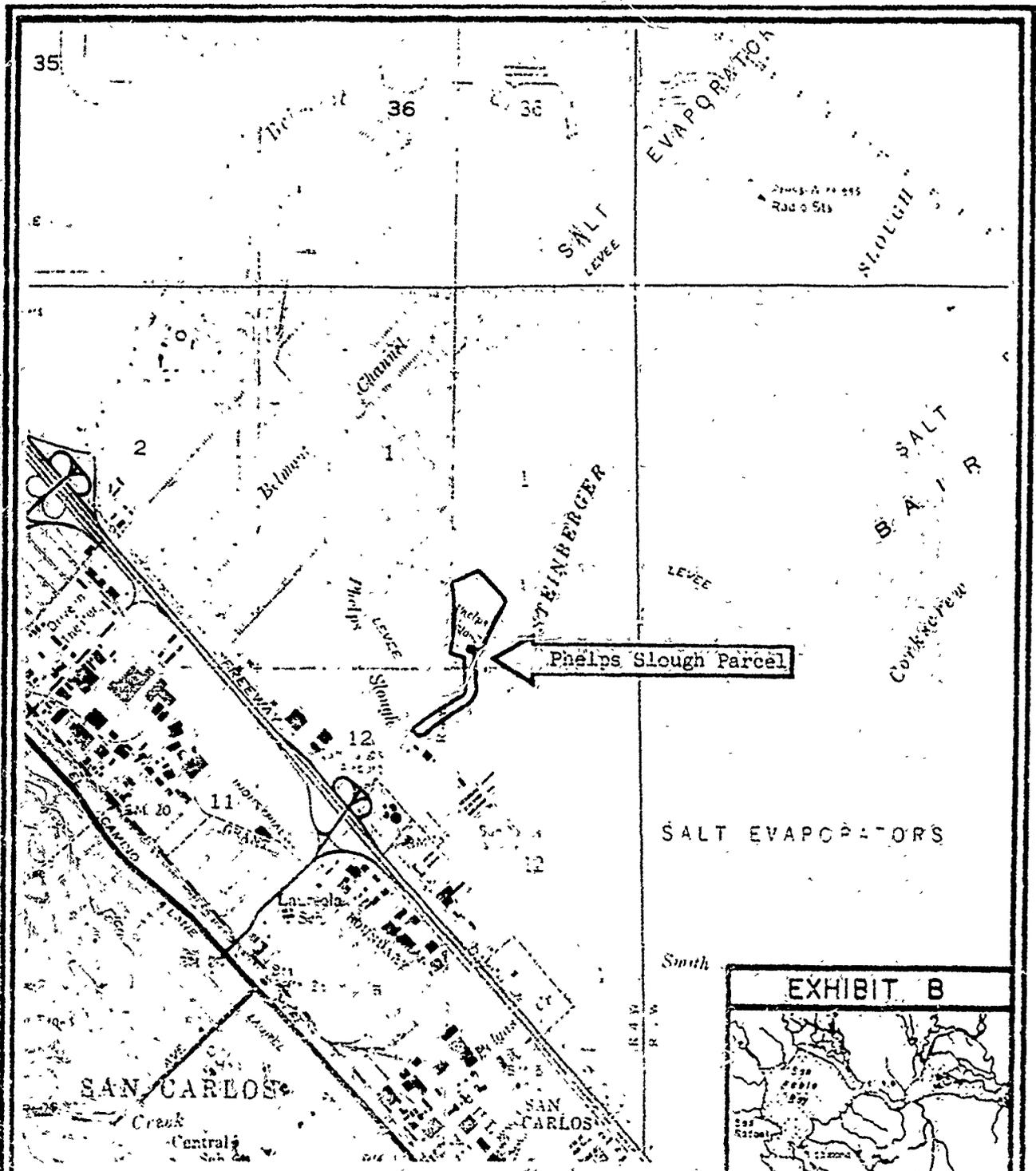
The most Northerly sideline limits of said strip bears South $55^{\circ} 00' 00''$ West from the Southerly terminus of the course first hereinabove described as South $0^{\circ} 17' 52''$ West 571.91 feet and extending 157.83 feet to a point on the line of curvature first hereinabove described as having a radius of 155.00 feet, a central angle of $70^{\circ} 17' 15''$. A radial line at said point bears North $55^{\circ} 07' 37''$ West.

The most Southerly sideline of said strip begins at a point on the line of curvature first hereinabove described as having a radius of 1239.92 feet, a central angle of $25^{\circ} 14' 24''$ said point being 161.82 feet along said curve from the Northerly terminus of said curve. A radial line at said sideline point bears North $26^{\circ} 53' 33''$ West, the said Southerly sideline of said strip bears North $75^{\circ} 30' 33''$ West from said point 199.43 feet to a point on the line of curvature first hereinabove described as having a radius of 1379.92 feet, a central angle of $25^{\circ} 14' 24''$, a radial line at said point bears North $33^{\circ} 07' 00''$ West.

EXHIBIT "A"

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STATE LANDS COMMISSION

Phelps Slough Mitigation Pond and Inlet Channel

Prepared by: D. Plummer Date: 10-10-79

Title Study: Mobil Oil Estates - Phelps Slough, W. 20th St.



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EXHIBIT "C"

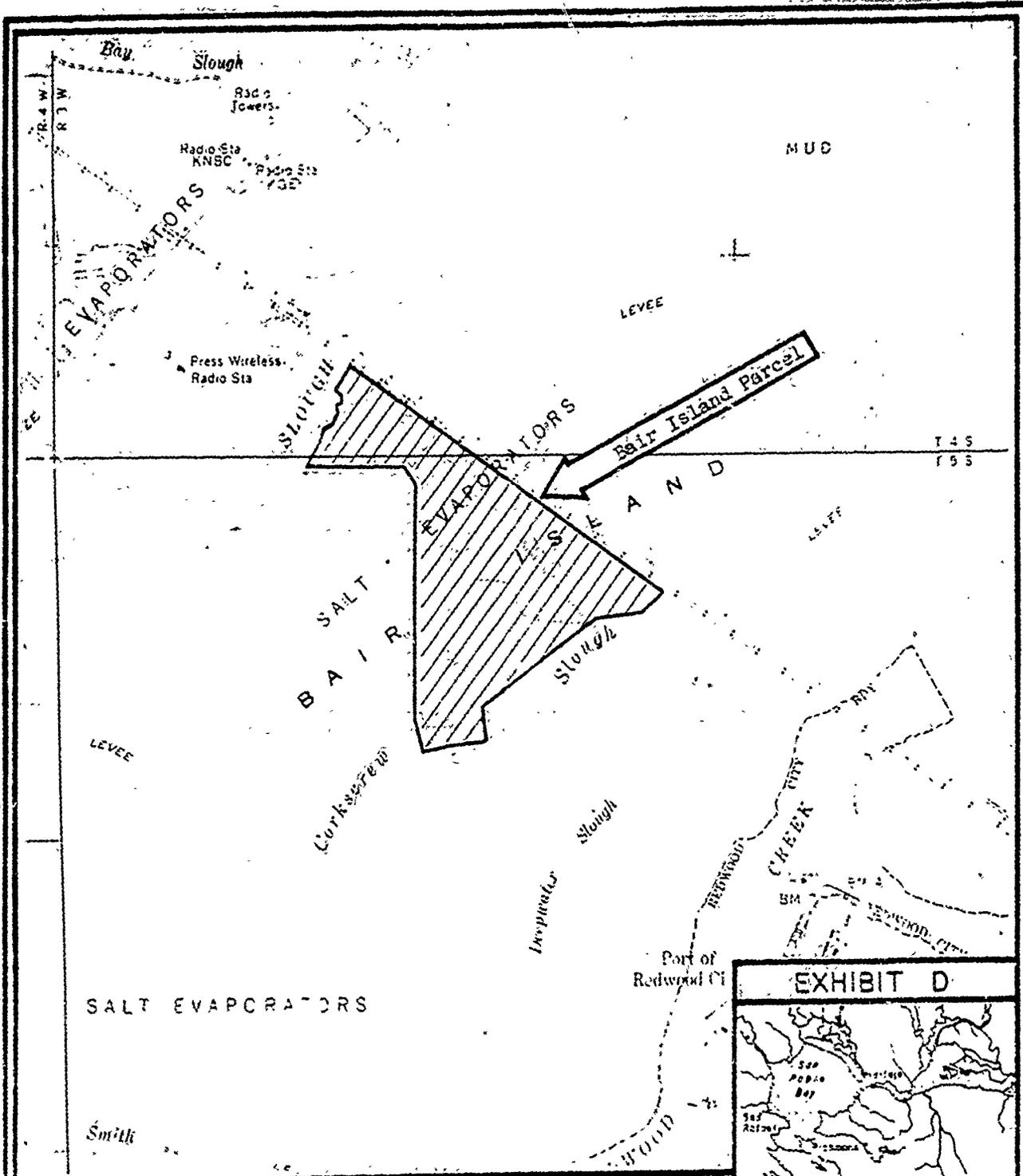
DESCRIPTION

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:

BEGINNING at a point in the Southeasterly line of Parcel H as said parcel is described in the corporation grant deed from Leslie Salt Co., a Delaware corporation and Leslie Properties Inc., a California corporation to the State of California, filed in the office of the County Recorder of San Mateo County, State of California on February 1, 1958 in Book 5425 of Official Records at page 109, (File No. 15987-AB), Records of San Mateo County, California; said point lies at the point of intersection with the Southwesterly line of that certain Pacific Gas and Electric Co. easement filed for record in Volume 5112 of Official Records at page 339, (File No. 38612-2); Records of San Mateo County, California; thence from said point of beginning along the Southeasterly line of said Parcel H, the following courses and distances: South 21° 54' 11" west 138.23 feet, South 35° 00' 49" West 216.1 feet, South 41° 11' 09" East 138.2 feet, South 10° 51' 23" West 74.3 feet, South 55° 31' 40" West 81.3 feet, South 10° 18' 17" East 111.8 feet, South 32° 50' 25" West 130.9 feet, South 59° 49' 58" West 185.1 feet, South 25° 31' 33" West 227.4 feet, South 32° 35' 00" West 378.80 feet; thence leaving said line of Parcel H and along a line generally parallel to and 20 feet Northerly and Easterly of a levee the following courses and distances; South 88° 41' 56" East 1434.41 feet, South 30° 50' 27" East 239.93 feet, South 1° 10' 33" West 2095.44 feet, South 2° 07' 16" West 1188.91 feet and South 11° 42' 14" East 443.41 feet and along said parallel line and its Southerly prolongation to an angle point in the boundary of said Parcel H; thence along said boundary North 78° 55' 47" East 374.90 feet; thence leaving said boundary of Parcel H, North 83° 40' 00" East 543.98 feet to the boundary of lands conveyed to the State of California, by Deed recorded December 28, 1973 in Book 6526 of Official Records at page 682 (File No. 3383-AA), Records of San Mateo County, California; thence along said boundary North 6° 20' 00" West 485.19 feet; thence North 54° 10' 00" East 2030.00 feet; thence North 55° 00' 00" East 650.00 feet; thence North 49° 00' 00" East 410.52 feet to a point in the said Southwesterly line of said Pacific Gas and Electric easement described in said File No. 38612-2; thence along said line, North 53° 40' 50" West 5385.53 feet to the point of beginning.

EXHIBIT "C"

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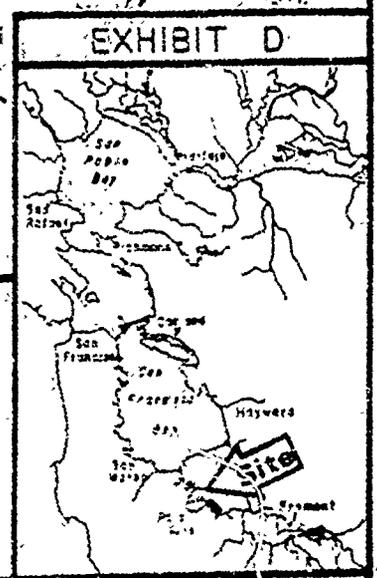


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SALT EVAPORATORS

Smith

Part of Redwood Ci



STATE LANDS COMMISSION

Bair Island Mitigation Parcel

Prepared by: D. Plummer

Date: 10-10-79

Title Study: Bair Island Investments

W 20461

Z3 - N 37 E 40
 T4S R3W E 49 150 145

MINUTE PAGE

2065

SAN FRANCISCO BAY

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AREA SUBJECT TO
1250' DREDGING &
INTERRUPTION RIGHTS
TO MOBIL

Mobil to State

ACCESS
ROADS

NON-MOTORIZED
PUBLIC
EASEMENTS

Belmont 36

RESIDUAL
INTEREST
TO STATE

PATENT
STATE
TO
MOBIL

ACCESS
ROADS

NOTE
LEVEL MAINTENANCE
RESERVED TO MOBIL

LEVEL
O.H.W.

Mobil to State

SALT



EXHIBIT E 146
CALIFORNIA 20401 2036

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