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46748

APR 28 1982

3-27  
4/19/82

RECORDED AT REQUEST OF  
WESTERN TITLE INSURANCE CO.

APR 28 1982

AT 8 O'CLOCK M.  
CONTRA COSTA COUNTY RECORDS

FEE \$

J. R. OLSSON  
COUNTY RECORDER

*off*

3

1 Recorded at the request of:  
2 State of California  
3 State Lands Commission  
4 WHEN RECORDED mail to:  
5 State Lands Commission  
6 1807 - 13th Street  
7 Sacramento, California 95814

8 STATE OF CALIFORNIA  
9 OFFICIAL BUSINESS - Document  
10 entitled to free recordation  
11 pursuant to Government Code  
12 Section 27383

13 S.L.C. W 22698  
14 BLA 203

15 NO TAX DUE *Frederick D. Ludlow II*

FREDERICK D. LUDLOW II ABOVE SPACE FOR RECORDER'S USE

16 BOUNDARY SETTLEMENT AGREEMENT

17 B.L.A. No. 203

18 Instructions to the County Recorder  
19 of the County of Contra Costa

20 -oOo-

21 This Agreement includes quitclaim deeds of the  
22 parties to this Agreement to other parties hereto. Therefore,  
23 please index this document as follows:

24	GRANTOR	GRANTEE	AGREEMENT PARAGRAPH(S) IN WHICH REAL PROPERTY IS DESCRIBED
25	1. The Redevelopment Agency of the City of Pittsburg	City of Pittsburg <i>re</i> as Trustee, Pursuant to Chapter 214, Statutes of 1937, as Amended by Chapter 1828, Statutes of 1963 and State of California	2.a. and Exhibit 'B'

BOOK 10760 PAGE 340

1 2. City of Pittsburg <sup>TM</sup> The Redevelopment Agency 2.b. and Exhibit "C"  
2 as Trustee, Pursuant of the City of Pittsburg  
3 to Chapter 214, Statutes  
4 of 1937, as Amended  
5 by Chapter 1828,  
6 Statutes of 1963 and  
7 State of California

8 Note: Acceptance and Consent to Recording on Page 11 .

9 PARTIES TO AGREEMENT:

10 STATE OF CALIFORNIA, acting by and through the  
11 State Lands Commission;

12 CITY OF PITTSBURG, a municipal corporation; as  
13 trustee, pursuant to Chapter 214, Statutes of 1937, as  
14 amended by Chapter 1828, Statutes of 1963.

15 THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG,  
16 an agency organized and existing under the Community Development  
17 and Housing Law of the State of California.

18 -o0o-

19  
20 BOUNDARY SETTLEMENT REGARDING CERTAIN REAL PROPERTY  
21 IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA  
22 (Including Quitclaims of Parties to effectuate agreement)

23  
24 (The Redevelopment Agency of the City of Pittsburg  
25 Boundary Settlement -- BLA 203)

26  
27 -o0o-

1 This Agreement, made and entered into as of  
 2 August 3, 1981, by and between the STATE OF  
 3 CALIFORNIA, acting by and through the STATE LANDS COMMISSION  
 4 of the State of California, hereinafter interchangeably  
 5 referred to as the "STATE", "STATE LANDS COMMISSION", and  
 6 the "COMMISSION", the CITY OF PITTSBURG, a municipal corporation  
 7 of the State of California, as Trustee pursuant to Legislative  
 8 Act (Chapter 214, Statutes of 1937, Amended by Chapter 1828,  
 9 Statutes of 1963), hereinafter referred to as "CITY", and  
 10 the REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG", an  
 11 agency organized and existing under the Community Development  
 12 and Housing Law of the State of California, hereinafter  
 13 referred to as "THE REDEVELOPMENT AGENCY."

14  
 15 W I T N E S S E T H  
 16

17 WHEREAS, the State of California, by virtue of  
 18 its sovereignty, received title to sovereign tide and submerged  
 19 lands located within the State at the time of its admission  
 20 to the Union and the jurisdiction over and administration  
 21 of all said lands is vested in the STATE LANDS COMMISSION  
 22 as the successor in interest of all previous State agencies  
 23 having such jurisdiction and administrative powers; and

24 WHEREAS, New York Slough was, at the time of  
 25 California's admission to the United States, and at all  
 26 other times thereafter, has been a tidal, navigable waterway  
 27 within the State of California, County of Contra Costa,

1 and as such, the bed of the slough between the ordinary  
2 high water marks thereof consists of tide and submerged  
3 lands title to which was acquired by the STATE, upon Statehood,  
4 in its sovereign capacity; and,

5           WHEREAS, under Chapter 214, Statutes of 1937  
6 as amended under Chapter 1828, Statutes of 1963, the Legislature  
7 of the State of California granted to the City of Pittsburg  
8 as Trustee, all of its right, title and interest, subject  
9 to certain retained and reserved interests, in a portion  
10 of tide and submerged lands in New York Slough within the  
11 boundaries of the CITY, the southern boundary of which  
12 has never been defined; and

13           WHEREAS, THE REDEVELOPMENT AGENCY asserts that  
14 it is the owner of or has an interest in the upland portion  
15 of the lands which are the subject of this agreement by  
16 virtue of being the successors in interest to a portion  
17 of a patent from the United States in confirmation of the  
18 Rancho Los Medanos; and

19           WHEREAS, the southerly ordinary high water mark  
20 of New York Slough, as it existed in its natural state,  
21 forms the common boundary between the tide and submerged  
22 lands of the STATE and the CITY, and the uplands claimed  
23 by THE REDEVELOPMENT AGENCY; and

24           WHEREAS, the parties hereto agree that serious  
25 problems exist in presently establishing the precise historical  
26 location of the boundaries of the lands affected by this  
27 Agreement and that such problems are due to the physical

1 changes that have occurred over the years; and

2           WHEREAS, the ordinary high water mark has been  
3 affected and controlled by natural processes and by artificial  
4 processes, and there is consequently substantial doubt  
5 and uncertainty as to the last natural location of the  
6 ordinary high water mark and therefore the true boundary  
7 between the tide and submerged lands of the STATE and CITY  
8 and the uplands claimed by THE REDEVELOPMENT AGENCY; and

9           WHEREAS, although all the lands affected by this  
10 Agreement are Rancho lands, or sovereign tide or submerged  
11 lands, the parties hereto are not in agreement as to the  
12 extent and amount of each category of such land within  
13 the area affected by this Agreement; and

14           WHEREAS, the resolution of the boundary question  
15 would require protracted, costly, and vigorously disputed  
16 litigation based on uncertain evidenciary and legal issues  
17 if this dispute could not be resolved by settlement in  
18 lieu of litigation; and

19           WHEREAS, the STATE LANDS COMMISSION, pursuant  
20 to section 6357 of the Public Resources Code". . . may  
21 establish the ordinary high water mark. . . of any of the  
22 swamp, overflowed, marsh, tide, or submerged lands of this  
23 State by agreement, arbitration, or action to quiet title,  
24 whenever it is deemed expedient or necessary."; and

25           WHEREAS, the STATE has conducted extensive research  
26 into the location of the last natural position of the ordinary  
27 high water mark in the area affected by this Agreement

1 and upon the basis of said work has concluded that the  
2 line to be agreed upon is a reasonable fixing of the ordinary  
3 high water mark along the portion of New York Slough affected  
4 herein; and

5           WHEREAS, the parties hereto have agreed to the  
6 location of the common boundary and have further agreed  
7 to effectuate said Agreement, and to exchange quitclaims  
8 for the lands and interests that each relinquishes for  
9 lands lying on either side of said ordinary high water  
10 mark; and

11           WHEREAS, the STATE, CITY and THE REDEVELOPMENT  
12 AGENCY, in light of the foregoing, consider it expedient  
13 and necessary and in the best interest of the parties hereto  
14 to describe, determine, and fix permanently the boundaries  
15 between the lands of the STATE and CITY and the lands of  
16 THE REDEVELOPMENT AGENCY, and to forever set at rest all  
17 questions of title regarding said lands as between the  
18 respective parties hereto.

19           NOW, THEREFORE, it is agreed as follows:

20           1. ORDINARY HIGH WATER MARK

21           a. In order to locate, describe and permanently  
22 establish and fix the common boundary between the uplands  
23 of THE REDEVELOPMENT AGENCY and the sovereign lands of  
24 the STATE, and the CITY, the parties hereto hereby agree  
25 that said ordinary high water mark shall exist as it is  
26 described in Exhibit "A" to this Agreement which is attached  
27 hereto and incorporated herein by reference.

1           b. The agreed common boundary line shall  
2 be permanently fixed in location and is not a meander line.

3           2. QUITCLAIMS CONFIRMING BOUNDARY LINE AGREEMENT

4           a. REDEVELOPMENT AGENCY to STATE and CITY.

5 As part of the agreement to locate the ordinary high water  
6 mark and to confirm and effectuate this Agreement, THE  
7 REDEVELOPMENT AGENCY does hereby Remise, Release and Quitclaim:

8           (i) to the CITY, as trustee of the STATE,  
9 by virtue of and subject to the terms, conditions,  
10 restrictions and reservations of Chapter 214,  
11 Statutes of 1937, as amended by Chapter 1828,  
12 Statutes of 1963, excepting therefrom all  
13 those rights and interests retained and reserved  
14 by the STATE by virtue of said Chapters 214  
15 and 1828; and

16           (ii) to the STATE to the same extent and  
17 upon the same tenure as the STATE holds all  
18 of said rights and interests retained and  
19 reserved to the STATE by virtue of said Chapter 214  
20 and 1828;

21 All of the REDEVELOPMENT AGENCY'S right, title and interest  
22 in and to that parcel of real property particularly described  
23 in Exhibit "B" which is attached hereto and incorporated  
24 herein by reference.

25           b. STATE and CITY to REDEVELOPMENT AGENCY.

26 As part of the agreement to locate the ordinary high water  
27 mark and to confirm and effectuate this Agreement:

1 (i) the STATE does hereby Remise, Release and  
2 Quitclaim to THE REDEVELOPMENT AGENCY, all of  
3 the right, title and interest held by the STATE,  
4 by virtue of it's sovereignty, in and to the  
5 parcel of real property particularly described  
6 in Exhibit "C" which is attached hereto and incorpo-  
7 rated herein by reference.

8 (ii) the CITY does hereby Remise, Release and  
9 Quitclaim to THE REDEVELOPMENT AGENCY, all of  
10 the right, title and interest conveyed to the  
11 CITY as trustee of the STATE by virtue of Chapter 214,  
12 STATUTES of 1937, as amended by Chapter 1828,  
13 STATUTES of 1963, in and to the parcel of real  
14 property particularly described in Exhibit "C"  
15 which is attached hereto and incorporated herein  
16 by reference.

17 3. TITLE INSURANCE

18 a. STATE'S and CITY'S Title Insurance. Upon  
19 the close of escrow the STATE and CITY shall be provided  
20 with a standard form of CLTA Title Insurance payable at  
21 the sole expense of THE REDEVELOPMENT AGENCY insuring the  
22 STATE'S and CITY'S interest in the parcel conveyed to them  
23 in the sum of Fifty Thousand Dollars (\$50,000). The provisions  
24 of said policy of title insurance shall be expressly approved  
25 by the STATE and CITY prior to the close of escrow.

26 b. THE REDEVELOPMENT AGENCY'S Title Insurance.  
27 By separate instructions, THE REDEVELOPMENT AGENCY may



1 make arrangements for the issuance of such title insurance  
2 as it may desire. If such arrangements for the issuance  
3 of title insurance at the close of escrow are made, the  
4 escrow shall not close until the form of the title insurance  
5 policy is approved by THE REDEVELOPMENT AGENCY. The cost  
6 for such insurance shall be paid for by THE REDEVELOPMENT  
7 AGENCY.

8           4. ESCROW. An escrow account will be opened  
9 by the parties to this Agreement for the depositing, processing,  
10 and recording of all documents to effectuate this Agreement.  
11 All costs of the escrow shall be paid by THE REDEVELOPMENT  
12 AGENCY. The parties to this Agreement may provide the Escrow  
13 Officer with such further instructions and documents as  
14 are necessary for the accomplishment of this Agreement.

15           5. RESERVATION OF RIGHTS. All parties reserve  
16 the right to assert different or contrary positions to  
17 those set forth herein should this Agreement not become  
18 effective or for any reason be determined to be invalid.

19           6. COMPROMISE AGREEMENT. It is expressly understood  
20 by all the parties hereto that the provisions set forth  
21 in this Agreement have been determined for purposes of  
22 compromising and settling the disputed title and boundary  
23 problems relating to the lands of the parties hereto. The  
24 matters agreed upon herein shall not constitute admissions,  
25 on the part of any party executing this Agreement as to  
26 any lands not described herein.

27           7. FURTHER ASSURANCE. So long as authorized

1 by applicable laws to do so, each of the parties hereto  
2 will do such further acts and execute, acknowledge, and  
3 deliver all further documents and instruments as being  
4 necessary to effectuate fully the provisions of this Agreement.

5 8. MISCELLANEOUS PROVISIONS. As used herein,  
6 whenever the context so requires, the neuter gender includes  
7 the masculine and the feminine, and the singular tense  
8 includes the plural and vice versa. Defined terms are to  
9 have their defined meaning regardless of their grammatical  
10 form, number, or tense of such terms.

11 9. SUCCESSORS. This Agreement shall insure  
12 to the benefit and be binding upon the heirs, executors  
13 and administrators, successors and assigns of the parties  
14 hereto.

15 10. COUNTERPARTS. This Agreement may be executed  
16 in any number of counterparts and each executed counterpart  
17 shall have the same force and effect as an original instrument  
18 and as if all of the parties to the aggregate counterparts  
19 had signed the same instrument.

20 11. SEVERABILITY. The parties hereto agree that  
21 upon and after the closing, each provision of this Agreement  
22 is intended to be severable, separate and distinct from  
23 the other provisions herein and shall continue in full  
24 force and effect notwithstanding that other provisions  
25 hereof may be determined invalid or void for any reason.  
26 Nothing herein, however, shall affect or diminish the rights  
27 of any party hereto at law or in equity, or both, to enforce

1 any provisions of this Agreement against any other party.

2 12. EFFECTIVE DATE. This Agreement shall become  
3 effective upon accomplishment of the following:

4 a. Execution of this Agreement by:

5 (1) THE CITY OF PITTSBURG.

6 (2) THE REDEVELOPMENT AGENCY OF THE  
7 CITY OF PITTSBURG.

8 (3) STATE OF CALIFORNIA.

9 b. Recordation by the Escrow Officer, with  
10 the approval of the parties hereto, of a copy of this Agreement  
11 and its exhibits with the Contra Costa County Recorder.

12 This Agreement is designed to become effective  
13 pursuant to the foregoing on or before December 31, 1981.

14 13. ACCEPTANCE AND CONSENT TO RECORD.

15 All conveyances contained in this Agreement are hereby  
16 accepted by the parties to which they are made. Execution  
17 of this Agreement on behalf of each party shall constitute  
18 evidence of such acceptance and authorization for recordation  
19 in the Office of the County Recorder of Contra Costa County.

20 IN WITNESS WHEREOF, each party hereto has caused  
21 this Agreement to be executed.

22 / / /

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STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION

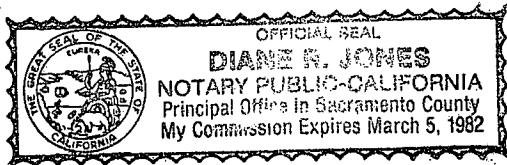
1  
2  
3  
4 August 3, 1981  
5 DATED

William F. Northrop  
6  
7  
8 WILLIAM. F. NORTHROP  
9 Executive Officer

10  
11 STATE OF CALIFORNIA )  
12 )  
13 COUNTY OF SACRAMENTO ) ss.

14 On August 3, 1981, before me, the undersigned,  
15 a Notary Public in and for said County and State, personally  
16 appeared WILLIAM F. NORTHROP, known to me to be the Executive  
17 Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA,  
18 and known to me to be the person who executed the within  
19 instrument on behalf of the said State Commission, and  
20 acknowledged to me that said Commission executed the within  
21 instrument pursuant to applicable State law and a resolution  
22 of said Commission.

23 IN WITNESS WHEREOF, I have hereunto set my hand  
24 and affix my official seal on the day and year in this  
25 certificate first above written.

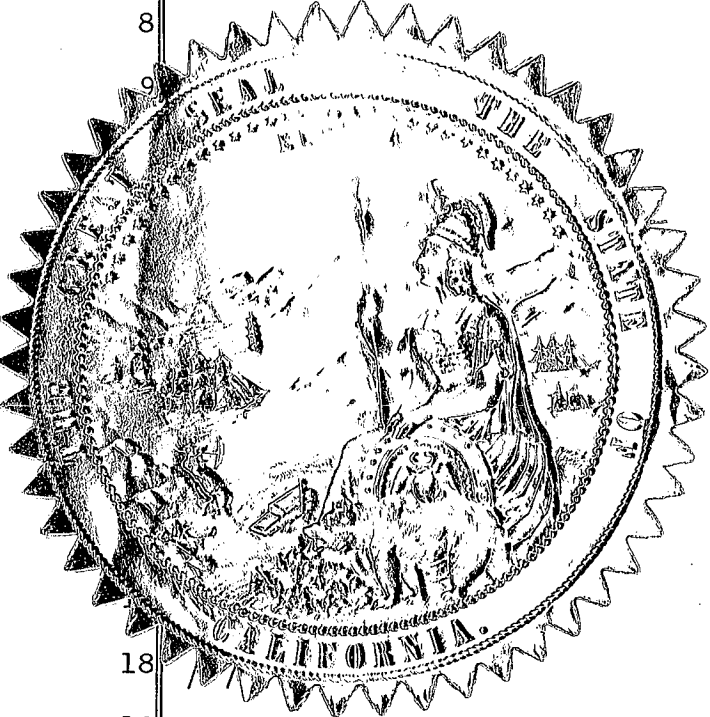


26 Diane R. Jones  
27 NOTARY PUBLIC in and for said County  
and State

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IN APPROVAL WHEREOF, I EDMUND G. BROWN JR., 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 3<sup>d</sup> day of August 1981.



*Edmund G. Brown Jr.*

EDMUND G. BROWN JR.  
Governor

Attest:  
*March Fong Eu*  
Secretary of State

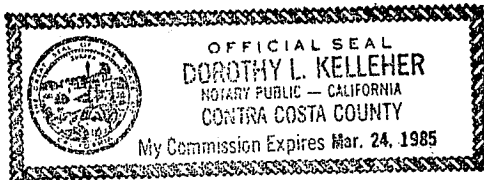
By: *Marjorie R. Herberger*

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COUNTY OF CONTRA COSTA )  
 ) SS.  
 STATE OF CALIFORNIA )

On JULY 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH S. SIINO, known to me to be Chairman of the Redevelopment Agency of the City of Pittsburg, California, and known to me to be the person who executed the within instrument on behalf of said Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on the day and year in this certificate first above written.



*Dorothy L. Kelleher*  
 \_\_\_\_\_  
 DOROTHY L. KELLEHER

NOTARY PUBLIC in and for said  
 County and State

COUNTY OF CONTRA COSTA )  
STATE OF CALIFORNIA )

ss.

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On JULY 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH S. SIINO, known to me to be the Mayor of the City of Pittsburg, California, and known to me to be the person who executed the within instrument on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on the day and year in this certificate first above written.



*Dorothy L. Kelleher*

DOROTHY L. KELLEHER

NOTARY PUBLIC in and for said  
County and State

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The REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG  
Boundary Settlement Agreement, BLA 203, is hereby approved  
this 27th day of July, 1981.

GEORGE DEUKMEJIAN, Attorney General

BY: *N. Gregory Taylor*  
Deputy Attorney General  
*Assistant*

Seal Affixed

CITY OF PITTSBURG

DATED July 27, 1981

BY: *Joseph J. Lino*  
MAYOR

THE CITY OF PITTSBURG  
REDEVELOPMENT AGENCY

Seal Affixed

DATED July 27, 1981

BY: *Joseph J. Lino*  
CHAIRMAN

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EXHIBIT "A"

ORDINARY HIGH WATER MARK DESCRIPTION

W 22698

COMMENCING at the southeast corner of that 17.854-acre parcel of land as said parcel is shown on the record of survey map filed in Book 68 of licensed surveyor's maps at page 19, in the Contra Costa County Recorder's Office, February 18, 1981; thence from said point of commencement along the easterly line of said parcel N 16° 45' 00" E, 742.00 feet to the mean high tide line of New York Slough, also being the agreed fixed ordinary high water mark of New York Slough; thence along said fixed ordinary high water mark the following 19 courses:

1. N 83° 07' 09" W, 42.75 feet;
2. S 77° 28' 18" W, 19.85 feet;
3. N 67° 53' 47" W, 109.66 feet;
4. N 77° 33' 33" W, 80.08 feet;
5. N 58° 20' 36" W, 70.11 feet;
6. N 89° 54' 53" W, 29.53 feet;
7. N 39° 21' 54" W, 47.54 feet;
8. N 70° 29' 40" W, 32.39 feet;
9. S 84° 41' 46" W, 64.90 feet;
10. N 35° 02' 56" W, 17.89 feet;
11. N 15° 08' 44" E, 17.46 feet;
12. S 82° 21' 31" W, 40.80 feet;
13. N 26° 16' 26" W, 67.42 feet;
14. N 11° 08' 11" W, 51.86 feet;
15. N 27° 19' 37" W, 53.25 feet;
16. N 74° 51' 16" W, 52.39 feet;
17. N 57° 02' 24" W, 50.16 feet;
18. N 20° 41' 58" W, 19.85 feet;
19. N 58° 07' 21" W, 100.43 feet to the northwesterly line of above-mentioned 17.854-acre parcel and the end of said fixed ordinary high water mark.

END OF DESCRIPTION

PREPARED APRIL 14, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK, SUPERVISOR.

ATTACHED TO AND MADE A PART OF  
THE REDEVELOPMENT AGENCY OF THE  
CITY OF PITTSBURG BOUNDARY  
SETTLEMENT AGREEMENT BLA203

BOOK 10760 PAGE 357

EXHIBIT "B"

TIDE AND SUBMERGED LAND DESCRIPTION

W 22698

A parcel of tide and submerged land lying in the bed of New York Slough, Contra Costa County, California, bounded on the northeast by the center line of New York Slough; bounded on the southwest by the agreed fixed ordinary high water mark of New York Slough, shown as the mean high tide line on that record of survey map filed in Book 68 of Licensed Surveyor's maps at page 19, February 18, 1981; bounded on the southeast by the northeasterly extension of the southeast line of the 17.854-acre parcel as shown on said map; bounded on the northwest by the northeasterly extension of that N 16° 16' 30" E, 695.25-foot course as shown on said map.

END OF DESCRIPTION

PREPARED APRIL 20, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK,  
SUPERVISOR

EXHIBIT "C"  
UPLAND PARCEL DESCRIPTION

BEGINNING at the northeast corner of the 2.37-acre parcel described as Parcel Two (East Third Street) in the deed to the City of Pittsburg, recorded April 17, 1978 in Book 8794 of Official Records at page 861, Records of Contra Costa County, said point of beginning being on the northerly extension of the westerly line of East Street; thence from said point of beginning and along the northerly line of said 2.37-acre parcel, north  $73^{\circ} 15' 00''$  west, 1306.67 feet; thence leaving said northerly line along the arc of a tangent curve to the right, having a radius of 25.00 feet, an arc distance of 39.24 feet to a point on the easterly line of the 0.71-acre parcel described as parcel one (Black Diamond Street) in the aforesaid City of Pittsburg deed (8794 O.R. 861); thence leaving said easterly line, north  $64^{\circ} 20' 58''$  east, 83.35 feet; thence north  $16^{\circ} 36' 30''$  east, 164.51 feet; thence south  $73^{\circ} 23' 30''$  east, 427.19 feet; thence north  $16^{\circ} 36' 30''$  east, 695.25 feet to the mean high tide line of New York Slough; being also the agreed fixed ordinary high water mark of New York Slough; thence along said agreed fixed ordinary high water mark as follows:

1. S  $58^{\circ} 07' 21''$  E, 100.43 feet;
2. S  $20^{\circ} 41' 58''$  E, 19.85 feet;
3. S  $57^{\circ} 02' 24''$  E, 50.16 feet;
4. S  $74^{\circ} 51' 16''$  E, 52.39 feet;
5. S  $27^{\circ} 19' 37''$  E, 53.25 feet;
6. S  $11^{\circ} 08' 11''$  E, 51.86 feet;
7. S  $26^{\circ} 16' 26''$  E, 67.42 feet;
8. N  $82^{\circ} 21' 31''$  E, 40.80 feet;
9. S  $15^{\circ} 08' 44''$  W, 17.46 feet;
10. S  $35^{\circ} 02' 56''$  E, 17.89 feet;
11. N  $84^{\circ} 41' 46''$  E, 64.90 feet;
12. S  $70^{\circ} 29' 40''$  E, 32.39 feet;
13. S  $39^{\circ} 21' 54''$  E, 47.54 feet;
14. S  $89^{\circ} 54' 53''$  E, 29.53 feet;
15. S  $58^{\circ} 20' 36''$  E, 70.11 feet;
16. S  $77^{\circ} 33' 33''$  E, 80.08 feet;
17. S  $67^{\circ} 53' 47''$  E, 109.66 feet;
18. N  $77^{\circ} 28' 18''$  E, 19.85 feet; and
19. S  $83^{\circ} 07' 09''$  E, 42.75 feet to a point on the aforesaid northerly extension of the westerly line of East Street; thence along said line S  $16^{\circ} 45' 00''$  W, 742.00 feet to the point of beginning.

END OF DESCRIPTION

REVIEWED APRIL 16, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK, SUPERVISOR

END OF DOCUMENT