BOUNDARY SETTLEMENT AGREEMENT

B.L.A. No. 203

Instructions to the County Recorder

of the County of Contra Costa

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

GRANTOR

1. The redevelopment Agency of the City of Pittsburg

GRANTEE

City of Pittsburg 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"
2. City of Pittsburg as Trustee, Pursuant to Chapter 214, Statutes of 1937, as Amended by Chapter 1828, Statutes of 1963 and State of California

Note: Acceptance and Consent to Recording on Page 11.

PARTIES TO AGREEMENT:

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

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

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

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

(The Redevelopment Agency of the City of Pittsburg Boundary Settlement -- BLA 203)
This Agreement, made and entered into as of August 3, 1981, by and between the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION of the State of California, hereinafter interchangeably referred to as the "STATE", "STATE LANDS COMMISSION", and the "COMMISSION", the CITY OF PITTSBURG, a municipal corporation of the State of California, as Trustee pursuant to Legislative Act (Chapter 214, Statutes of 1937, Amended by Chapter 1828, Statutes of 1963), hereinafter referred to as "CITY", and the REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG", an agency organized and existing under the Community Development and Housing Law of the State of California, hereinafter referred to as "THE REDEVELOPMENT AGENCY."

WITNESSETH

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

WHEREAS, New York Slough was, at the time of California's admission to the United States, and at all other times thereafter, has been a tidal, navigable waterway within the State of California, County of Contra Costa,
and as such, the bed of the slough between the ordinary
high water marks thereof consists of tide and submerged
lands title to which was acquired by the STATE, upon Statehood,
in its sovereign capacity; and,

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

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

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

WHEREAS, the parties hereto agree that serious
problems exist in presently establishing the precise historical
location of the boundaries of the lands affected by this
Agreement and that such problems are due to the physical
WHEREAS, the ordinary high water mark has been affected and controlled by natural processes and by artificial processes, and there is consequently substantial doubt and uncertainty as to the last natural location of the ordinary high water mark and therefore the true boundary between the tide and submerged lands of the STATE and CITY and the uplands claimed by THE REDEVELOPMENT AGENCY; and

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

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

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

WHEREAS, the STATE has conducted extensive research into the location of the last natural position of the ordinary high water mark in the area affected by this Agreement
and upon the basis of said work has concluded that the line to be agreed upon is a reasonable fixing of the ordinary high water mark along the portion of New York Slough affected herein; and

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

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

NOW, THEREFORE, it is agreed as follows:

1. ORDINARY HIGH WATER MARK

   a. In order to locate, describe and permanently establish and fix the common boundary between the uplands of THE REDEVELOPMENT AGENCY and the sovereign lands of the STATE, and the CITY, the parties hereto hereby agree that said ordinary high water mark shall exist as it is described in Exhibit "A" to this Agreement which is attached hereto and incorporated herein by reference.
b. The agreed common boundary line shall be permanently fixed in location and is not a meander line.

2. QUITCLAIMS CONFIRMING BOUNDARY LINE AGREEMENT

a. REDEVELOPMENT AGENCY to STATE and CITY.

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

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

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

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

b. STATE and CITY to REDEVELOPMENT AGENCY.

As part of the agreement to locate the ordinary high water mark and to confirm and effectuate this Agreement:
(i) the STATE does hereby Remise, Release and Quitclaim to THE REDEVELOPMENT AGENCY, all of the right, title and interest held by the STATE, by virtue of its sovereignty, in and to the parcel of real property particularly described in Exhibit "C" which is attached hereto and incorporated herein by reference.

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

3. TITLE INSURANCE

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

b. THE REDEVELOPMENT AGENCY'S Title Insurance. By separate instructions, THE REDEVELOPMENT AGENCY may
make arrangements for the issuance of such title insurance as it may desire. If such arrangements for the issuance of title insurance at the close of escrow are made, the escrow shall not close until the form of the title insurance policy is approved by THE REDEVELOPMENT AGENCY. The cost for such insurance shall be paid for by THE REDEVELOPMENT AGENCY.

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

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

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

7. FURTHER ASSURANCE. So long as authorized
by applicable laws to do so, each of the parties hereto
will do such further acts and execute, acknowledge, and
deliver all further documents and instruments as being
necessary to effectuate fully the provisions of this Agreement.

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

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

10. 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 instrument
and as if all of the parties to the aggregate counterparts
had signed the same instrument.

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

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

a. Execution of this Agreement by:
   (1) THE CITY OF PITTSBURG.
   (2) THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG.
   (3) STATE OF CALIFORNIA.

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

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

13. ACCEPTANCE AND CONSENT TO RECORD.

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

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed.
STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION

Dated August 3, 1981

WILLIAM F. NORTHROP
Executive Officer

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO ) ss.

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

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.

DIANE R. JONES
NOTARY PUBLIC-CALIFORNIA
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 3rd day of August 1981.

EDMUND G. BROWN JR.
Governor

Attest:

March Fong Eu
Secretary of State

By: Marjorie R. Roseborough
COUNTY OF CONTRA COSTA )
STATE OF CALIFORNIA    ) ss.

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.

[Signature]
DOROTHY L. KELLEHER
NOTARY PUBLIC in and for said
County and State
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
NOTARY PUBLIC in and for said COUNTY and STATE

My Commission Expires Mar. 24, 1985
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: [Signature]
Deputy Attorney General

CITY OF PITTSBURG

DATED July 27, 1981

BY: [Signature]
MAYOR

THE CITY OF PITTSBURG
REDEVELOPMENT AGENCY

DATED July 27, 1981

BY: [Signature]
CHAIRMAN
ATTACHED TO AND MADE A PART OF
THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG BOUNDARY
SETTLEMENT AGREEMENT BLA203

EXHIBIT "A"

ORDINARY HIGH WATER MARK DESCRIPTION

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.
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
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° 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° 20' 58" east, 83.35 feet; thence north 16° 36' 30" east, 164.51 feet; thence south 73° 23' 30" east, 427.19 feet; thence north 16° 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° 07' 21" E, 100.43 feet;
2. S 20° 41' 58" E, 19.85 feet;
3. S 57° 02' 24" E, 50.16 feet;
4. S 74° 51' 16" E, 52.39 feet;
5. S 27° 19' 37" E, 53.25 feet;
6. S 11° 08' 11" E, 51.86 feet;
7. S 26° 16' 26" E, 67.42 feet;
8. N 82° 21' 31" E, 40.80 feet;
9. S 15° 08' 44" W, 17.46 feet;
10. S 35° 02' 56" E, 17.89 feet;
11. N 84° 41' 46" E, 64.90 feet;
12. S 70° 29' 40" E, 32.39 feet;
13. S 39° 21' 54" E, 47.54 feet;
14. S 89° 54' 53" E, 29.53 feet;
15. S 58° 20' 36" E, 70.11 feet;
16. S 77° 33' 33" E, 80.08 feet;
17. S 67° 53' 47" E, 109.66 feet;
18. N 77° 28' 18" E, 19.85 feet; and
19. S 83° 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° 45' 00" W, 742.00 feet to the point of beginning.

END OF DESCRIPTION