DOCUMENT RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO:

State of California
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: Blake D. Stevenson
Telephone: (916) 322-2277

State of California official business document entitled to free recordation pursuant to Government Code Section 6103

No Tax Due

---

EXCHANGE AGREEMENT

Instructions to Contra Costa County Recorder

This document includes conveyances between the parties to this Agreement. Please index the document as follows:

**Grantor**

CITY OF RICHMOND, a municipal corporation organized and existing by the laws of the State of California

STATE OF CALIFORNIA
Acting by and through the State Lands Commission

**Grantee**

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

RICHMOND REDEVELOPMENT AGENCY, a public body corporate and politic organized and existing by the laws of the State of California
The parties to this Agreement, dated December 17, 1981, are the State of California, acting by and through its State Lands Commission (STATE), the Richmond Redevelopment Agency, a public body corporate and politic organized and existing by the laws of the State of California (AGENCY), and the City of Richmond, a municipal corporation organized and existing by the laws of the State of California (CITY).

RECITALS

1. This Agreement concerns a parcel of real property in the City of Richmond, County of Contra Costa, State of California, referred to throughout this Agreement as TRUST TERMINATION PARCEL, described in the attached Exhibit "A", and shown for reference only on the attached Exhibit "B", both Exhibits being incorporated as a part of this Agreement by this reference.

2. This Agreement also concerns another parcel of real property in the City of Hayward, County of Alameda, State of California, referred to throughout this Agreement as LAND BANK PARCEL, described in the attached Exhibit "C", and shown for reference only on the attached Exhibit "D", both Exhibits being incorporated as a part of this Agreement by this reference.

3. Pursuant to the provision of Division 6 of the Public Resources Code, the State Lands Commission has exclusive jurisdiction of the State's right, title, and interest in tide and submerged lands owned by the State by virtue of its sovereignty, held in trust for the benefit of the people
thereof, including the jurisdiction and authority to enter into exchanges, boundary agreements, and settlements of title disputes in lieu of litigation establishing the nature and extent of such sovereign State ownership with respect to specific parcels of real property.

4. Upon its admission to the United States of America on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation and fisheries all right, title and interest in tide and submerged lands within the boundaries of the State of California.

5. The State of California, by virtue of the Arkansas Swamp Lands Act of September 28, 1850, received title from the United States of America to certain swamp and overflowed lands located within the State's boundaries.

6. AGENCY claims to own the TRUST TERMINATION PARCEL, as a successor in interest to State Swamp and Overflowed Lands Patent No. 149, Contra Costa County, to J. M. Tewksbury, patentee, survey dated May 22, 1860, patent dated December 20, 1864.

7. The TRUST TERMINATION PARCEL is included within the perimeter description of the State's said Swamp and Overflowed Lands Patent of Survey No. 149, Contra Costa County.

8. The State contends that a portion of the land within the TRUST TERMINATION PARCEL was, in its last natural condition, tide and submerged land which could not be conveyed as swamp and overflowed land.
9. STATE contends that there was excepted and reserved to the State from such Patent No. 149, explicitly or by implication, the public trust fee or easement over every portion of TRUST TERMINATION PARCEL which was, in its last natural condition, below the line of mean high tide.

10. AGENCY contends that the said Patent conveyed and that the AGENCY has as a successor in interest all right, title and interest of the State within TRUST TERMINATION PARCEL without any reservations, express or implied, and that the patentee and his successor in interest, the AGENCY, received title to the subject parcel in fee simple absolute, free and clear of any State right, title or interest therein.

11. The State of California, in Chapter 311 of 1913, as amended, granted in trust to the CITY any and all sovereign interests in historic tidelands within the TRUST TERMINATION PARCEL subject to certain supervisory and reversionary rights remaining in the State of California.

12. The CITY has held those sovereign interests granted by Chapter 311 of the Statutes of 1913, as amended, pursuant to the terms of that grant and as trustee for the benefit of all of the people of the State of California.

13. Before 1913, all or a portion of the land within the TRUST TERMINATION PARCEL had been filled above the line of mean high tide.

13a. All lands within the TRUST TERMINATION PARCEL has now been filled, is above the present line of mean high tide and is separate from the waters of San Francisco Bay by filled Board of Tidelands Commissioners lots.
14. The STATE contends that all those areas within the TRUST TERMINATION PARCEL which were historic tide and submerged lands remain of the legal character of tide and submerged lands to the present day despite the fact that all of those lands have been filled above the line of mean high tide and are separated by filled BTLC lots from the waters of San Francisco Bay.

15. The TRUST TERMINATION PARCEL is within the AGENCY'S Urban Renewal Project Area 11-A, "The Harbour" and is soon to be further improved with residential, commercial, and other related improvements.

16. The record fee title to the TRUST TERMINATION PARCEL is now held by AGENCY which intends to convey it to a private party or parties.

17. Prior to further redevelopment of the TRUST TERMINATION PARCEL and any sale of it into private record ownership, it will be necessary to clear title to the TRUST TERMINATION PARCEL of sovereign interests now held by STATE and CITY.

18. The existence, extent, nature, location, and area of the right, title, and interest of the three parties within the TRUST TERMINATION PARCEL depend upon issues of fact and law which are the subject of considerable uncertainty and bona fide dispute between the three parties.

19. A resolution of the title dispute would require protracted and vigorously disputed litigation if it could not be resolved by an exchange.

20. It is in the interest of the STATE, the AGENCY, and the CITY to resolve their dispute by settlement, thereby
avoiding substantial costs, time delays, and uncertainties of litigation.

21. The STATE is authorized by Division 6 of the Public Resources Code, including section 6307 thereof, to exchange under specified circumstances, its interests in real property by reason of its sovereignty for interests in other lands of equal or greater value.

22. In the interest of settlement in lieu of litigation, the STATE has conducted a study and evaluation of the title evidence and the principles of law and the merits of the STATE and CITY's legal position and has appraised the present value of the STATE's and CITY's sovereign lands interest in the TRUST TERMINATION PARCEL.

23. The LAND BANK PARCEL constitutes a large parcel within the Bay estuarine system containing substantial fish, wildlife and other environmental values which can best be preserved in State sovereign ownership; and

24. Whereas, the appraisal and study completed by the STATE of the LAND BANK PARCEL have shown that 6.18% interest in the LAND BANK PARCEL is of a value equal to or greater than the STATE and CITY's sovereign interests in the TRUST TERMINATION PARCEL.

25. The STATE, the CITY, and the AGENCY have, after lengthy negotiations, reached an agreement for the resolution of their conflicting interests within the TRUST TERMINATION PARCEL under which the following transactions will occur:

(a) CITY will quitclaim to STATE its granted lands interest in the TRUST TERMINATION PARCEL;
(b) The STATE will quitclaim to AGENCY all its right, title, and interest in and to the TRUST TERMINATION PARCEL.

(c) AGENCY will purchase an undivided 6.18% interest in the LAND BANK PARCEL for the purchase price of $7,250.00.

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

1. CITY conveyance to STATE of granted lands interest in TRUST TERMINATION PARCEL.

Prior to recording of this Agreement, the CITY agrees to convey to STATE a quitclaim deed in the form of Exhibit "E" attached hereto, and hereby incorporated by this reference.

2. AGENCY payment to STATE of $7,250.00 for purchase of 6.18% interest in LAND BANK PARCEL.

AGENCY agrees to purchase for the sum of $7,250.00, an undivided 6.18% fee title interest in the LAND BANK PARCEL and to cause a duly executed and acknowledged GRANT DEED to STATE of such interest to be delivered to STATE, free and clear of liens, encumbrances, easements, or other interest, except as may be specifically approved by STATE in writing prior to the recordation of this agreement.

3. LAND BANK PARCEL to be held as sovereign lands.

The 6.18% undivided interest in the LAND BANK PARCEL shall be held by the STATE in its sovereign capacity as real property of the legal character of tide and submerged land held under the public trust for commerce, navigation, fisheries, and recreation.

4. STATE conveyance to AGENCY of TRUST TERMINATION PARCEL.

STATE hereby remises, releases, and forever quitclaims to AGENCY all its right, title, and interest existing by virtue of its sovereignty
5. **Acceptance of Conveyances and Consent to Recording.**

By their executions of this Agreement hereinbelow, the parties each authorize acceptances of and hereby accept the conveyances of each other party hereto. Further, the parties hereby consent to recordation of this Agreement and the conveyances herein, by their executions hereof below.

6. **State Lands Commission Findings.**

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

a. Finds that this Agreement is in the best interest of the State for the improvement of navigation; to enhance the configuration of the shoreline for the improvement of the water and upland; and for protection, preservation and enhancement of the tidelands and submerged lands and public access thereto and public use thereof pursuant to the public trust; that it will not substantially interfere with the rights of navigation and fishing in the water involved; and that the real property to be received by the STATE is of a value equal to or greater than the value of the STATE's interest in the land to be relinquished.

b. Finds that the parties have a good faith and bona fide dispute respecting the private-state titles within the subject parcel; that this Agreement constitutes a compromise of the contested issues of law and evidence upon which the dispute is based; that it is in lieu of the costs, delays and uncertainties of title litigation; that it is consistent with and is authorized by the requirements of law including
Section 6307 of the Public Resources Code, as well as the other provisions of Division Six thereof, and is consistent with the STATE's power to resolve and settle a controversy in lieu of litigation; that upon recordation of this Agreement and consistent with the terms hereof, the TRUST TERMINATION PARCEL is found to have been improved, filled, and reclaimed and has been thereby excluded from the public channels and is no longer available or useful or susceptible of being used for navigation and fishing, and is no longer in fact tidelands or submerged lands, and is forever freed from the public trust for commerce, navigation, fishing and recreation.

c. Finds that because this transaction is in settlement of a title dispute the provisions of CEQA are inapplicable.

7. AGENCY Findings.

The AGENCY, by its approval and authorization of the execution of this Exchange Agreement; finds and declares that its purchase of a 6.18% interest in the LAND BANK PARCEL is for purposes of redevelopment within the AGENCY's Urban Renewal Project Area 11-A (The Harbour) within the City of Richmond.

8. Agreement Binding on Heirs, Assigns, etc.

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 hereto.

9. Modification

No modification, amendment or alteration of this Agreement shall be valid unless in writing and signed by 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. **No Admission or Effect if Agreement not Consummated.**

If this Agreement is not recorded before January 1, 1983, it will have no force or effect, and neither party will have any rights, duties, claims or obligations hereunder. Further, in that event, nothing contained herein shall constitute or be deemed to be an admission by or against any party of any of the matters dealt with herein.

12. **No Effect on Other Lands.**

The provisions set forth in this Agreement have been determined for purposes of compromising and settling the boundary and title disputes between the parties hereto as to the subject lands. Accordingly, the provisions of this Agreement do not constitute, nor are to be construed as, an admission by any party concerning the boundaries of and character of title to any lands outside the TRUST TERMINATION PARCEL and the LAND BANK PARCEL. Accordingly, the provisions of this Agreement do not constitute, nor are to be construed as, an admission by any party concerning the boundaries of and character of title to any lands outside the TRUST TERMINATION PARCEL and the LAND BANK PARCEL.

a. Escrow Agent.

The parties have agreed to open an escrow with Founders Title Company (ESCROW AGENT).

b. Deposits by Parties.

(1) The CITY:

(a) A certified copy of a resolution of the Richmond City Council authorizing the execution of this Agreement and the quitclaim of the City's granted lands interest in the TRUST TERMINATION PARCEL;

(b) This Agreement, properly executed by it; and

(c) A quitclaim deed in the form of Exhibit "E" executed by it.

(2) The STATE:

(a) A certified copy of the minute item of the State Lands Commission authorizing the execution of this Agreement;

(b) This Agreement, properly executed by it; and

(c) The executed deed of the City of Hayward to an undivided 6.18% of the LAND BANK PARCEL.

(3) The AGENCY:

(a) A certified copy of a resolution of the Board of the AGENCY authorizing the execution of this Agreement; and

(b) This Agreement, properly executed by it.
c. **Title Insurance.**

Founders Title Company or other reputable company (TITLE INSURER) shall stand ready and be committed to issue upon the close of escrow its standard coverage policy of title insurance in CLTA form insuring the STATE's title in an undivided 6.18% share of the EXCHANGE PARCEL in the amount of $7,250.00 subject only to those exceptions agreed to in writing by STATE.

d. **Recordation.**

(1) Upon the receipt of all the documents listed in subsection (b) of this Section and the approval of the conditions of title shown in the pro forma title policies and any other conditions previously approved in writing by the parties, the ESCROW AGENT, if it has not received a written objection by a party hereto to the closing of escrow, shall notify the parties of its intention to close escrow and to record this Agreement and related documents and shall set a date certain for such recordation and closing.

(2) At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, ESCROW AGENT shall record in the Office of the County Recorder for Contra Costa County, California (with the exception of (c), which is to be filed in the office of the Alameda County Recorder) the following documents in the order listed:
(a) The quitclaim of the CITY of its granted lands interest in the TRUST TERMINATION PARCEL:
(b) This Agreement;
(c) The deed to STATE of an undivided 6.18% share in the LAND BANK PARCEL (filed in the Office of the Alameda County Recorder).

(3) Following the recording of documents, the ESCROW AGENT shall transfer $7,250.00 to the City of Hayward.

e. Allocation of Costs and Expenses.

The expenses and fees of escrow incurred by ESCROW AGENT, including those associated with recordation of this Agreement and the other documents described in this Section, and the premiums and costs of the title insurance policies described in Subsection (c) hereof, shall be borne by AGENCY. 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.

14. Effective Date of Agreement.

This Agreement shall become effective only upon its approval and execution by the parties and its recordation as provided above.

15. Further Assurances.

So long as authorized by applicable laws so to do, each of the parties hereto will perform such other acts and execute, acknowledge and deliver all further conveyances and
STATE OF CALIFORNIA   
COUNTY OF SACRAMENTO   

On this 21st day of January, 1982, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared WILLIAM F. NORTHROP 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 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.

JANE EVELYN SMITH
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO

My Commission expires Oct. 1, 1982
other instruments that may be necessary to more fully assure to the other party hereto all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges to be conveyed or provided for herein.


The title headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

IN WITNESS OF THIS AGREEMENT, each party has executed it by its authorized representative on the date each signature has been notarized.

Attest:

City Clerk

[Signature]

Attest:

Ass. Secretary

[Signature]

Approved as to form:

MALCOLM HUNTER
Richmond City Attorney
By [Signature]

William M. Bonnell
Assistant City Attorney

CITY OF RICHMOND, a municipal corporation

By [Signature]

City Manager

RICHMOND REDEVELOPMENT AGENCY, a public body, corporate and politic

By [Signature]

Chief Executive Officer

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By [Signature]

Executive Officer

APPROVED AS TO FORM

Dated: January 13, 1982

GEORGE DEUKMEJIAN
Attorney General

By [Signature]

Deputy Attorney General
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 the ___12th___ day of ___February___, in the year of our Lord one thousand nine hundred eighty-two.

[Signature]

GOVERNOR OF THE STATE OF CALIFORNIA

ATTEST:

March Fong Eu
Secretary of State

By: [Signature]
On this 10th day of December, 1981, before me, LINDA L. THOMAS, personally appeared THOMAS J. CORCORAN and HARLAN J. HEYDON, known to me to be the MAYOR and CITY CLERK, respectively, of the City of Richmond, California, a municipal corporation, and known to me to be the persons who executed the within instrument on behalf of said public corporation and acknowledged to me that such public corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Contra Costa, the day and year in this certificate first above written.

LINDA L. THOMAS
Notary Public, County of Contra Costa
State of California

Civil Code
Section 1191
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On this 10th day of December, in the year one thousand nine hundred eighty-one, before me, LINDA L. THOMAS, a Notary Public in and for said County of Contra Costa, State of California, personally appeared JOSEPH SALVATO, known to me to be the Chief Executive Officer and JEANNE PARTRIDGE, known to me to be the Assistant Secretary, of the Richmond Redevelopment Agency, who executed the within instrument on behalf of said public agency and acknowledged to me that Richmond Redevelopment Agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at my office in the County of Contra Costa, State of California, the day and year first above written.

LINDA L. THOMAS
Notary Public in and for said County of Contra Costa
State of California
EXHIBIT "A"

LAND DESCRIPTION

A parcel of land situated in the City of Richmond, Contra Costa County, California, described as "Swamp and Overflowed Lands Survey Number 149 Contra Costa County" patented to Jacob M. Tewksbury on December 20, 1864, and recorded June 15, 1878, in Book 1, Page 337 of Official Records, in the Office of The Recorder for Contra Costa County, as said Swamp and Overflow Survey is shown on that map entitled "Map No. One of Salt Marsh and Tide Lands Situated in the County of Contra Costa State of California" on file in the Office of the California State Lands Commission.
EXHIBIT "B"

Ford Peninsula

S. & O. Survey No. 149

Inner Harbor Basin

Parcel Purchased From A.T. & S.F.
LEGAL DESCRIPTION OF LAND BANK PARCEL (HAYWARD)

REAL PROPERTY in the Township of Eden, County of Alameda, State of California, described as follows:

A portion of the land conveyed to the City of Hayward by deed dated June 19, 1978 and recorded August 3, 1978 in Reel 5516 of Official Records of Alameda County, Image 237, (78-148844), described as follows:

COMMENCING at the most northern corner of said land, being the most eastern corner of the 235 acre, more or less, parcel of land conveyed to the City of Hayward by Deed dated May 21, 1965 and recorded September 24, 1965 in Reel 1604 of Official Records of Alameda County, Image 694 (AX 132369), said corner being marked by a bolt shown on Record of Survey No. 508, filed in Book 3 of Record of Surveys at Page 32, in the Office of the Alameda County Recorder; run thence southeasterly along the general eastern line of said land, (78-148844), 914.22 feet to an angle point therein marked by a "Found Concrete Monument per R/S - 3/32" shown on said Record of Survey No. 508, said point being the POINT OF BEGINNING of this description; and running thence southwesterly parallel with the southeastern line of said 235 acre parcel of land S 66 degrees 16' 58" W 993.54 feet, to the northern line of the southeastern 1/4 of the northeast 1/4 of Section 36, Township 3 South, Range 3 West, Mount Diablo Meridian; thence West 350.00 feet, to the western line of said southeast 1/4, being the western line of said land (78-148844); thence South 2640.00 feet to the southern line of said land; thence East 800.00 feet; thence N 45 degrees E 650.00 feet to a line drawn South from the actual point of beginning; thence North 2580.00 feet to the point of beginning.
EXHIBIT "E"

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF RICHMOND, CALIFORNIA, a municipal corporation does hereby remise, release, and forever quitclaim all its rights, title and those sovereign interests granted by Chapter 311 of the Statutes of 1913 to the STATE OF CALIFORNIA Acting By and Through the State Lands Commission, in the following described real property:

A parcel of land situated in the City of Richmond, Contra Costa County, California, described as "Swamp and Overflowed Lands Survey Number 149 Contra Costa County" patented to Jacob M. Tewksbury on December 20, 1864, and recorded June 15, 1878 in Book 1, Page 337 of Official Records, in the Office of The Recorder for Contra Costa County, as said Swamp and Overflow Survey is shown on that map entitled "Map No. One of Salt Marsh and Tide Lands Situated in the County of Contra Costa State of California" on file in the Office of the California State Lands Commission.

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

Attest: ____________________________  By ____________________________

City Clerk  Mayor

Approved as to form:

By ____________________________

William M. Bonnell  Assistant City Attorney
RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
State of California
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attn.: Blake D. Stevenson
Telephone: 916 - 322-2277

STATE OF CALIFORNIA – OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383
NO TAX DUE (Per Rev. and Tax. Code, Sec. 11922)

RECORDED at REQUEST OF,
First American Title Co.
At 10:30 A.M.
NOV - 31982
OFFICIAL RECORDS OF
ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE
I.D. W22833

Grant Deed to State

The undersigned Grantor(s) hereby GRANT(S) to the STATE OF CALIFORNIA all that certain real property
in the City of Hayward, County of Alameda, State of California, more particularly described in the
PUBLIC ACCESS EASEMENT
DEED OR NOTICE ATTACHED,
which is attached hereto and is made a part hereof as if set forth in full herein.

Dated: Apr 15, 1982
Grantor(s):

City of Hayward, a municipal corporation organized and existing by the laws of the State of California

BY:

Mayor

(Notary Acknowledgment(s) attached.)
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

COUNTY OF ALAMEDA

On April 15, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Iren Wehrib

known to me to be the President, and

known to me to be the Secretary of the corporation that executed the within instrument;

and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

BRIAN A. MOURA

Name (Typed or Printed)
PUBLIC ACCESS EASEMENT

PORTION of Parcel 1 of the land conveyed to the City of Hayward by deed dated June 19, 1978 and recorded August 3, 1978 in Reel 5516 of Official Records of Alameda County, Image 237, (78-148844), described as follows:

A strip of land 40 feet wide lying westerly of the direct production southerly of the eastern line of said 77.7 acre, more or less, "Land Bank Parcel", and extending northwesterly from the northwestern line of Breakwater Avenue, an Alameda County Road, to the southeastern line of said "Land Bank Parcel", and to the eastern line of any State acquired partition thereof.
STATE OF CALIFORNIA - OFFICIAL BUSINESS

Document entitled to free recordation pursuant to Government Code Section 27383
NO TAX DUE

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 _______________ , from the City of Hayward, a municipal corporation organized and existing by the laws of the State of California, 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. 32 of its regular public meeting on September 29, 1981, by its duly authorized undersigned officer.

Dated: 4/21/82

State Lands Commission

By: ______________________________

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO ) ss.

On this 21st day of April, 1982, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared ____________________________, 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.

JANE EVELYN SMITH
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission expires Oct. 1, 1982

TSS 1 (1/80) (TSS – CERTIFICATE OF ACCEPTANCE, SOVEREIGN)
GRANT DEED TO STATE
(Undivided Interest)

The undersigned Grantor(s), hereby GRANT(S) to the STATE OF CALIFORNIA an undivided 6.18% interest in and to all that certain real property in the City of Hayward, County of Alameda, State of California

more particularly described in the DESCRIPTION OF LAND BANK PARCEL

which is attached hereto and is made a part hereof by reference as if set forth in full herein.

Dated: Apr 15, 1982

Grantor(s):

City of Hayward, a municipal corporation organized and existing by the laws of the State of California

BY:

Mayor

(Notary Acknowledgment(s) attached.)
STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On April 15, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared ____________
known to me to be the ________________ (President, etc.)
known to me to be the ________________ (Secretary, etc.)
known to me to be the ________________ (Director, etc.)
and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Name (Typed or Printed)
DESCRIPTION OF LAND BANK PARCEL

REAL PROPERTY in the Township of Eden, County of Alameda, State of California, described as follows:

PORTION of the land conveyed to the City of Hayward by deed dated June 19, 1978 and recorded August 3, 1978 in Reel 5516 of Official Records of Alameda County, Image 237, (78-148844), described as follows:

Commencing at the most northern corner of said land, being the most eastern corner of the 235 acre, more or less, parcel of land conveyed to the City of Hayward by deed dated May 21, 1965 and recorded September 24, 1965 in Reel 1604 of Official Records of Alameda County, Image 694, (AX 132369), said corner being marked by a bolt shown on Record of Survey No. 508, filed in Book 9 of Record of Surveys at page 32, in the office of the Alameda County Recorder; run thence southeasterly along the general eastern line of said land, (78-148844), 914.22 feet to an angle point therein marked by a "Found Concrete Monument per R/S - 3/32" shown on said Record of Survey No. 508, said point being the actual POINT OF BEGINNING of this description; and running thence southwesterly parallel with the southeastern line of said 235 acre parcel of land 990 feet, more or less, to the northern line of the southeast 1/4 of the northeast 1/4 of Section 36, Township 3 South, Range 3 West, Mount Diablo Meridian; thence West along last said line 350 feet, more or less, to the western line of said southeast 1/4, being the western line of said land (78-148844); thence South along last said line 2,640 feet to the southern line of said land; thence East along last said line 800.00 feet; thence North 45° East 650 feet, more or less, to a line drawn South from the actual point of beginning; thence along last said line North 2,580 feet, more or less, to the actual point of beginning.

Containing 77.7 acres, more or less.
STATE OF CALIFORNIA - OFFICIAL BUSINESS

Document entitled to free recordation
pursuant to Government Code Section 27383
NO TAX DUE

STATE OF CALIFORNIA - OFFICIAL BUSINESS

Document entitled to free recordation
pursuant to Government Code Section 27383
NO TAX DUE

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 _________ , from the City of Hayward, a municipal corporation organized and existing by the laws of the State of California 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. 41 of its regular public meeting on December 17, 1981, by its duly authorized undersigned officer.

Dated: 4/21/82

By: [Signature]

STATE LANDS COMMISSION

On this 21st day of April, 1982, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of Sacramento, personally appeared [Executive Officer's Name], 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.

JANE EVELYN SMITH
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission expires Oct. 1, 1982

WITNESS my hand and official seal.

Jane Evelyn Smith
Notary Public in and for said County and State
LAND BANK OPTION AGREEMENT

The parties to this Agreement, dated October 27, 1981, are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, hereinafter referred to as the State, and the CITY OF HAYWARD, a municipal corporation, hereinafter referred to as Hayward.

RECITALS

(1) Whereas: The State Lands Commission is an agency of the State of California duly formed, organized, and acting pursuant to the provisions of Division 6 of the Public Resources Code of the State of California, with jurisdiction of tidelands and submerged lands owned by the State by reason of its sovereignty; and
(2) The exact nature and extent of such State ownership within many parcels of real property located within or along navigable, tidal, salt marsh and other waterways of the State is uncertain, has never been resolved by agreement or court decree and is the subject of bona fide factual and legal disputes between the State and other parties claiming ownership thereof; and

(3) State has the jurisdiction, power and authority to enter into compromise settlements of claims of such other parties to resolve title disputes in lieu of the costs, delays and uncertainties of litigation; and

(4) Such compromise settlements include the conveyance to the State of acceptable real property in exchange for the State's conveyance of its right, title and interest within such disputed parcels; and

(5) The resolution of the title disputes, by completion of such settlements requires the availability of real property to other parties for exchange to the State; and

(6) the real property to be exchanged to the State must meet value requirements and must be otherwise acceptable to the State; and

/////
(7) It is extremely convenient for all parties, helps expedite the settlement of title disputes, and results in monetary savings to the State and other parties to have real property available under a "Land Bank" concept whereby undivided interests may be acquired by the other parties for exchange to the State at a previously established value and a predetermined acceptability; and

(8) Hayward is the owner of certain real property consisting of 77.7 acres, more or less, in Alameda County, California, hereinafter referred to as the Land Bank Parcel, which is located near San Francisco Bay a short distance north of the eastern approach to the Dumbarton Bridge and which is more particularly described in the Description of Land Bank Parcel attached hereto and incorporated into this Agreement; and

(9) Hayward has offered to convey to the State the whole of the Land Bank Parcel, or undivided interests therein, at a total purchase price of $117,260.08 (equivalent to about $1509.14 per acre) or of undivided interest equal to the percentage that any such undivided interest bears to the whole: e.g., the purchase price of 25% undivided interest would be 25% of the said total price of $117,260.08; and

(10) It is in the interest of Hayward and is consistent with its charter and ordinances that the Land Bank Parcel be conveyed to the State under the "Land Bank" concept as provided
herein; and

(11) The Land Bank Parcel consists mainly of environmentally sensitive open space, and its conveyance to the State as tidelands and submerged lands held in a sovereign capacity by the State will enhance its future protection and preservation as wetlands of San Francisco Bay; and

(12) The State finds that the Land Bank Parcel is acceptable for conveyance to the State by other parties as part of the settlement of title disputes by exchange of the State's disputed and undetermined interest in other real property; and

(13) The State may be the present owner of some right, title or interest in the Land Bank Parcel by reason of its possible historic or present character as tidelands or submerged lands; and

(14) The full nature and extent of the State titles within the Land Bank Parcel are dependent upon difficult questions of law and fact; and

(15) The State has made an appraisal of the market value of the Land Bank Parcel, and has evaluated the probable nature, extent, and value of its interest therein; and

///////

/////
(16) The State had determined that the purchase price of
the Land Bank Parcel is no greater than the true market value
of Hayward's interest in the Land Bank Parcel, excluding the
value of any State interest therein; and

(17) The State and Hayward intend hereby that the State shall
have the option for a period of two years, to acquire by Grant
Deed from Hayward the whole of the Land Bank Parcel or undivided
interests therein upon payment of the aforesaid purchase price
or pro rata share thereof by the State or by its Designee; and

(18) The recitals herein are not intended to limit the State's
option under this agreement to such method of acquisition, it
being intended that the State shall be entitled to such a
conveyance of the whole or undivided interest in the Land Bank
Parcel so long as the purchase price is paid to Hayward by the
State or its Designee, as above provided; and

(19) The parties intend that an amicable and convenient
partition occur if the State should not acquire the entire fee
simple title to the Land Bank Parcel within the two year option
period or extension thereof

NOW, THEREFORE, the parties mutually agree as follows:

(20) Hayward hereby grants to State the option, for the period
of two years from the effective date of this Agreement, to acquire
by Grant Deed from Hayward, the whole of the Land Bank Parcel, or undivided interests therein, upon request by the State, and upon payment of the purchase price or prorata share thereof by the State, or its Designee, in the amount set forth in the foregoing recitals.

(21) Upon exercise of the foregoing option by the State, Hayward agrees to deliver to the State a good and sufficient Grant Deed of the interest in the Land Bank Parcel by the State, duly executed and acknowledged, subject only to exceptions which are substantially as follows:

a. Any General and Special County Taxes. However, Hayward agrees to pay taxes which are due and payable at the close of any escrow herein, and the State shall have no liability therefor.

b. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portion so created.

c. Any adverse claim based upon the assertion that any portion of said land was not tide land subject to disposition by the State of California, or that any portion thereof has ceased to be tide lands by reason of erosion or by reason of having become upland by accretion.
d. Rights and easements for commerce, navigation and
fishery.

e. Any existing canals, 18 feet wide, established by Agree-
ment between John Johnson and Patrizio Marsicano, recorded
September 20, 1867 in Book "y" of Deeds, page 679, to the extent
such canals have not been previously abandoned.

f. An easement for cut and fill purposes as contained in
the Final Order of Condemnation in favor of the State of
California as made on January 29, 1968 by the Superior Court
for Alameda County, Case No. 339047, a certified copy of which
was recorded January 29, 1968 on Reel 2116 OR, Image 768.

g. Easement for constructing, maintaining and using a pipe
line for the transmission of wastewater and appurtenances thereto,
granted to Oakland Scavenger Company by instrument recorded
February 15, 1978, series No. 27493, Reel 5261 OR, Image 579
to the extent this easement has not previously been abandoned
or otherwise extinguished.

h. A non-exclusive roadway easement 60 feet wide for ingress
and egress to Breakwater Avenue, as reserved in the Grant Deed
from Oakland Scavenger Company to the City of Hayward, recorded
August 3, 1978, Series No. 148844, to the extent this easement
has not previously abandoned or otherwise extinguished.
i. A non-exclusive easement for purposes of a right of way for trail and park uses, as granted to East Bay Regional Park District in instrument recorded August 3, 1978, Series No. 148847.

j. Other title exceptions which are acceptable to the State including a lease of the Land Bank Parcel from Hayward to East Bay Regional Park District provided the terms of said lease have been previously approved in writing by the staff of the State Lands Commission.

(22) Upon exercise of the foregoing option by the State, Hayward agrees to deliver to the State a good and sufficient Grant Deed of a non-exclusive easement for public access forty feet wide to Breakwater Avenue. This easement shall be located at a site mutually agreeable to Hayward and the State across real property owned by Hayward described as follows:

PORTION of Parcel I of the land conveyed to the City of Hayward by deed dated June 19, 1978, and recorded August 3, 1978, in Reel 5516 of Official Records of Alameda County, Image 237 (78-148844), described as follows:

A strip of land 40 feet wide lying westerly of the direct production southerly of the eastern line of said 77.7 acres, more or less, "Land Bank Parcel," and extending northwesterly from the northwestern line of Breakwater Avenue, an Alameda County road, to the southeastern line of said "Land Bank Parcel," and to the eastern line of any state-acquired partition thereof.
(23) If the State has not acquired all the interest of Hayward within two years from the date of this Agreement, the parties shall hold their respective undivided interests existing at that time as tenants in common. Should either party elect to partition such tenancy in common, the land area shall be divided between the parties in the same ratio of acreage that the percent of undivided interest of each party bears to 100%. In the event of such partition the boundary line between State property and Hayward property shall be a straight north-south line through the Land Bank Parcel with the State holding the land to the west of said line and Hayward holding the land to the east of said line. Placement of the boundary line on partition of the Land Bank Parcel shall be subject to the approval both of Hayward and the State.

(24) Hayward hereby waives whatever claims it might otherwise have against the State for damages resulting from the natural flow from or to San Francisco Bay of tide or fresh water across the Land Bank Parcel.

(25) It is recognized that the Land Bank Parcel may or may not include tidelands and/or submerged lands owned by the State of California in its sovereign capacity, the nature and extent of which have not been resolved. This Agreement shall constitute no admission by either party, and is without prejudice to the later assertion of titles to the Land Bank Parcel by either party except to the extent of any completed acquisition by the
State hereunder, such acquisition being intended to put any such questions to rest with respect to the interest thereby acquired.

(26) While it is the desire of State Lands to acquire all right, title, and interest of Hayward Land Bank Parcel pursuant to this Agreement, State is not obligated to acquire any such right, title, or interest.

(27) Hayward agrees not to lease, transfer, assign, or convey any right, title, or interest in the Land Bank Parcel to any party other than State during the term hereof without the written consent of State, and as previously provided at paragraph 21j of this agreement.

(28) This Agreement is severable and the terms and conditions hereof shall be conclusively deemed to have been fully performed with respect to each interest as it is acquired by State hereunder, upon recordation of the said deed therefor, and to have merged in each such deed to that extent. This Agreement shall remain in full force and effect with respect to all remaining interests until acquisition as herein provided or other termination of this Agreement. Each provision of this Agreement is deemed severable from every other provision hereunder and any defect in any provision should have no effect on any other provision.

(29) The State shall accept title to the Land Bank Parcel in its sovereign capacity, in trust for the public, as tidelands and

Page 10 of 13
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The CITY OF HAYWARD, a Municipal Corporation

By: Donald A. Blubaugh
Title: City Manager
Date: October 27, 1981

FORM APPROVED

CITY ATTORNEY

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: Title: Executive Officer
Date: 12-21-81

Approved:

GEORGE DEUKMEJIAN
ATTORNEY GENERAL

By: Title: Assistant Attorney General
Date: December 21, 1981

STATE OF CALIFORNIA )ss.
COUNTY OF SACRAMENTO )ss.

On December 21, 1981, before me, the undersigned a notary public in and for the said State, with principal office in Sacramento County, personally appeared William E. Northrop, known to me to be the Executive Officer.
Executive Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission therein named, and acknowledged to me that such Commission executed the within instrument pursuant to a resolution of its Commissioners, unanimously adopted on September 29, 1981, at a regular meeting thereof.

Witness my hand and official seal:

[Signature]

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

ACKNOWLEDGMENT

On October 27, 1981, before me, the undersigned, a Notary Public for said County and State, personally appeared Donald A. Blubaugh, known to me to be the City Manager of the City of Hayward, a municipal corporation, and known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said City of Hayward.

WITNESS my hand and official seal on said date.

[Signature]

Notary Public for the State of California

Page 13 of 13
DESCRIPTION OF LAND BANK PARCEL

REAL PROPERTY in the Township of Eden, County of Alameda, State of California, described as follows:

PORTION of the land conveyed to the City of Hayward by deed dated June 19, 1978 and recorded August 3, 1978 in Reel 5516 of Official Records of Alameda County, Image 237; (78-148844), described as follows:

Commencing at the most northern corner of said land, being the most eastern corner of the 235 acre, more or less, parcel of land conveyed to the City of Hayward by deed dated May 21, 1965 and recorded September 24, 1965 in Reel 1604 of Official Records of Alameda County, Image 694, (AX 132369), said corner being marked by a bolt shown on Record of Survey No. 508, filed in Book 9 of Record of Surveys at page 32, in the office of the Alameda County Recorder; run thence southeasterly along the general eastern line of said land, (78-148844), 914.22 feet to an angle point therein marked by a "Found Concrete Monument per R/S - 3/32" shown on said Record of Survey No. 508, said point being the actual POINT OF BEGINNING of this description; and running thence southwesterly parallel with the southeastern line of said 235 acre parcel of land 990 feet, more or less, to the northern line of the southeast 1/4 of the northeast 1/4 of Section 36, Township 3 South, Range 3 West, Mount Diablo Meridian; thence West along last said line 350 feet, more or less, to the western line of said southeast 1/4, being the western line of said land (78-148844); thence South along last said line 2,640 feet to the southern line of said land; thence East along last said line 800.00 feet; thence North 45° East 650 feet, more or less, to a line drawn South from the actual point of beginning; thence along last said line North 2,580 feet, more or less, to the actual point of beginning.

Containing 77.7 acres, more or less.
PUBLIC ACCESS EASEMENT

PORTION of Parcel 1 of the land conveyed to the City of Hayward by deed dated June 19, 1978 and recorded August 3, 1978 in Reel 5516 of Official Records of Alameda County, Image 237, (78-148844), described as follows:

A strip of land 40 feet wide lying westerly of the direct production southerly of the eastern line of said 77.7 acre, more or less, "Land Bank Parcel", and extending northwesterly from the northwestern line of Breakwater Avenue, an Alameda County Road, to the southeastern line of said "Land Bank Parcel", and to the eastern line of any State acquired partition thereof.