

2009-19268-25

Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder

Recorded by HUMBOLDT LAND TITLE CO.
Exempt from payment of fees
Clerk: KL Total: 0.00

Aug 25, 2009 at 10:00
CONFORMED COPY

RECORDED AT THE REQUEST OF
STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: James R. Frey - Senior Staff Counsel
(916) 574-1829 / freyj@slc.ca.gov

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

NO TAX DUE
C.S.L.C. – AD 534

Above Space for Recorder's Use

APNs: 001-054-045

EUREKA (BOARDWALK) TRUST TERMINATION AGREEMENT

INSTRUCTIONS TO THE COUNTY RECORDER OF HUMBOLDT COUNTY

This document, the EUREKA (BOARDWALK) TRUST TERMINATION AGREEMENT (AGREEMENT), entered into between the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION (STATE) and the CITY OF EUREKA (CITY) acting as trustee of sovereign lands granted by the State of California, includes on pages 5 and 6 Quitclaim Deeds to certain real property interests located in the County of Humboldt, California to the EUREKA REDEVELOPMENT AGENCY, A PUBLIC BODY, a public body, corporate and politic. The Eureka Redevelopment Agency's Acceptance and Consent to Recording is found in Paragraph VIII of the Agreement. A separate executed copy follows these instructions.

(Continued on next page.)

Therefore, please index this document as follows:

GRANTOR	GRANTEE	Settlement Agreement Paragraphs Containing Real Property Conveyances
City Of Eureka as trustee of tide and submerged lands	EUREKA REDEVELOPMENT AGENCY, a public body, corporate and politic	Page 5, Paragraph II: Quitclaim of Property described in Exhibit B to the Agreement.
State of California	EUREKA REDEVELOPMENT AGENCY, a public body, corporate and politic	Page 5, Paragraph III: Quitclaim of Property described in Exhibit B to the Agreement.

Note: The conveyances listed above and as provided for hereafter, are made solely for the purposes of perfecting title to the land involved, and accordingly, for tax assessment purposes, do not involve a change of ownership pursuant to California Revenue & Taxation Code §62 (b).

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
STATE LANDS COMMISSION
100 HOWE AVE., SUITE 100S
SACRAMENTO, CA 95825

ATTN: JAMES R. FREY,
STAFF COUNSEL
(916) 574-1829 / freyj@slc.ca.gov

STATE OF CALIFORNIA –
OFFICIAL BUSINESS – DOCUMENT
ENTITLED TO FREE
RECORDATION PURSUANT TO
GOVERNMENT CODE SECTION
27383
NO TAX DUE

S.L.C. AD 534
APN: 001 054-045

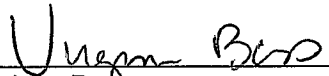
Above Space for Recorder's Use

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
CITY OF EUREKA REDEVELOPMENT AGENCY
Government Code 27281

This is to certify that the interest in real property described in Paragraphs II and III of the attached Eureka (Boardwalk) Trust Termination Agreement and conveyed to the City of Eureka Redevelopment Agency (a public body, corporate and politic of the State of California) by the City of Eureka, a Municipal Corporation of the State of California acting in its capacity as trustee of tide and submerged lands granted to the City of Eureka by the Legislature of the State of California pursuant to Chapter 82, Statutes of 1857 as amended and from the State of California acting by and through the State Lands Commission is hereby accepted by its officers pursuant to Resolution No. 2008-14 of the City Council of the City of Eureka, acting in its capacity as the Board of the City of Eureka Redevelopment Agency approved and adopted by the City Council of the City of Eureka, County of Humboldt, State of California on the 18th day of November, 2008.


[Continued on next page.]

The City of Eureka Redevelopment Agency consents to the recordation of the Eureka (Boardwalk) Trust Termination Agreement.



Virginia Bass
Mayor of the City of Eureka

Date: 2/2/09



David W. Tyson
City Manager of the City of Eureka

Date: 1-30-09

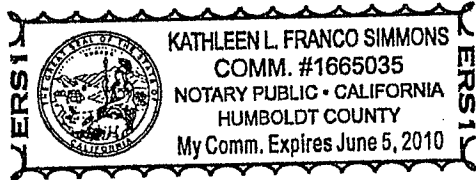
ACKNOWLEDGMENT

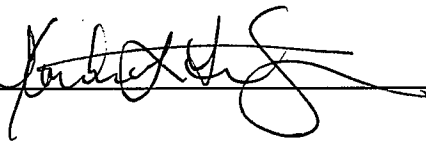
State of California)
County of Humboldt) ss.

On February 2, 2009 before me, Kathleen L. Franco Simmons, Notary Public, personally appeared Virginia Bass, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

ACKNOWLEDGMENT

State of California
County of Humboldt)

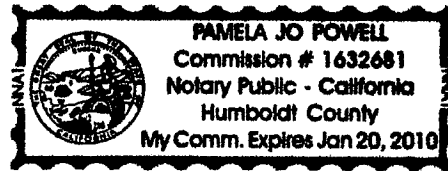
On January 30, 2009 before me, Pamela Jo Powell
(insert name and title of the officer)

personally appeared David W. Tyson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Jo Powell (Seal)



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STATE OF CALIFORNIA
CALIFORNIA STATE LANDS COMMISSION

WHEN RECORDED mail to:
California State Lands Commission
100 Howe Avenue, Suite 100 - South
Sacramento, CA 95825-8202

Attn: James R. Frey - Senior Staff Counsel
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EUREKA TRUST TERMINATION AGREEMENT

The parties to this Eureka Trust Termination Agreement ("AGREEMENT") are the State of California acting by and through the California State Lands Commission (hereafter referred to as "STATE"), the CITY OF EUREKA acting as trustee of sovereign tide and submerged lands granted by the State of California (hereinafter referred to as TRUSTEE) and the EUREKA REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as Redevelopment Agency). STATE, CITY and TRUSTEE are hereafter collectively referred to as the "PARTIES".

RECITALS

- A. At issue here are two parcels of land adjacent to the Eureka Public Boardwalk between "D" and "F" Streets northerly of First Street along the Eureka Waterfront. The parcels are hereinafter collectively referred to as the SUBJECT PROPERTY and are depicted on Exhibits A-1 and A-2 and more particularly described in Exhibit B which are incorporated herein by this reference.
- B. The STATE, upon being admitted to the Union in 1850, by virtue of its sovereignty and the Equal Footing Doctrine, received fee title to all tide and submerged lands within the SUBJECT PROPERTY held subject to the common law public trust for commerce, navigation and fisheries.
- C. The SUBJECT PROPERTY is encompassed in tide and submerged lands granted to CITY by Chapter 82 of the Statutes of 1857 wherein CITY was

authorized to divide the granted lands into lots and sell them.

- D. Additionally, the SUBJECT PROPERTY lies within legislative grants to TRUSTEE by virtue of Chapter 438, Statutes of 1915; Chapter 187, Statutes of 1927; Chapter 225, Statutes of 1945; and Chapter 1086, Statutes of 1970, as amended.
- E. In 1968, STATE and TRUSTEE became involved in extensive litigation with private landowners over title to properties along the Eureka Waterfront between Commercial Street and "K" Street. At issue was the last natural position of the mean high tide line and TRUSTEE'S ownership of lands waterward of that line. The litigation culminated and ended in 1980 with STATE, TRUSTEE and private landowners entering into an agreement entitled "Agreement for the Settlement of a Dispute Relating to Land Within the Humboldt Bay Area (Commercial - K Streets Area), City of Eureka (1980 Title Settlement Agreement)." The agreement established an agreed boundary line along the waterfront in that area and the STATE and TRUSTEE quitclaimed any interest they had landward of that line and the private landowners quitclaimed any interest they had waterward of the line. The public trust for commerce, navigation and fisheries was extinguished over some but not all of the privately owned properties. The 1980 Title Settlement Agreement is sometimes referred to as Boundary Line Agreement 199 or BLA 199 and is recorded at Vol. 1623 O.R. pg. 1308 and at Vol. 1631 O.R. pg. 1141.
- F. The 1980 Title Settlement Agreement (Parts 5 and 6), subject to the limitations therein, permitted the establishment of a bulkhead and the filling of certain tide and submerged lands and the lifting of the public trust from them provided that fill was placed prior to 1990.
- G. The SUBJECT PROPERTY in this AGREEMENT lies landward of the 1980 agreed boundary line and within the 1857 legislative grant and is subject to the public trust for commerce, navigation and fisheries. In 1980 it was owned by a private party to the 1968 litigation, was subject to the 1980 Title Settlement Agreement and title was confirmed in the private party. It is currently owned by REDEVELOPMENT AGENCY. The bulkhead was constructed and the fill was deposited on the SUBJECT PROPERTY in 2001. As a result, the SUBJECT PROPERTY is no longer subject to the ebb and flow of the tides. If it had been filled and reclaimed within the time limits established by Part 6 of the 1980 Title Settlement Agreement, it would not now be subject to the public trust or other sovereign interests.
- H. REDEVELOPMENT AGENCY has requested that the public trust be extinguished over the SUBJECT PROPERTY because it is within the lands embraced by the 1980 Title Settlement Agreement; it is filled tide and submerged lands and is no longer useful for commerce, navigation and

fisheries, and it will provide for more orderly development of Eureka's waterfront.

- I. The Legislature, in 1970, enacted Chapter 1085 in order to facilitate the settlement and compromise of various title disputes within the tidelands grant to the City of Eureka. Among other things, Chapter 1085 authorizes COMMISSION and TRUSTEE, upon receipt of adequate consideration, to convey, release or quitclaim lands and to lift the public trust over the same lands within the grant to the City of Eureka that have been improved in connection with the development of the Humboldt Bay area and in the process filled and reclaimed, are no longer submerged or below the line of mean high tide, and are no longer necessary or useful for commerce, fisheries, or navigation.
- J. The value of the STATE'S and TRUSTEE'S claims or interests within the SUBJECT PROPERTY have been evaluated and appraised. The payment to be received by the Humboldt Bay Fund is equal to or greater than the value of the public trust rights in the SUBJECT PROPERTY to be relinquished by this AGREEMENT.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, conditions and terms contained in this AGREEMENT, the PARTIES mutually agree and convey as follows:

- I. **FINDINGS BY STATE AND TRUSTEE:** STATE, by its adoption of Minute Item No. C45 at its meeting held on August 22, 2008, and TRUSTEE by their approval and execution of this AGREEMENT find and declare as follows:
 - A. That title to the SUBJECT PROPERTY was confirmed in a private party, subject to the public trust and with reclamation rights, subject to certain limitations, that could result in the removal of the public trust by the 1980 Title Settlement Agreement and the SUBJECT PROPERTY is currently owned by the REDEVELOPMENT AGENCY.
 - B. That the SUBJECT PROPERTY has been improved in connection with the development of Humboldt Bay and the Eureka waterfront and has been filled and reclaimed.
 - C. That the SUBJECT PROPERTY is no longer submerged or below the line of mean high tide and is no longer useful for commerce, navigation or fisheries.

D. That the value of rights and interests to be paid to the Humboldt Bay Fund by REDEVELOPMENT AGENCY under this AGREEMENT are equal to or greater than the value of any sovereign rights and interests relinquished by the STATE and TRUSTEE pursuant to this AGREEMENT.

II. **TRUSTEE'S CONVEYANCE TO REDEVELOPMENT AGENCY:** TRUSTEE, pursuant to section 3 of Chapter 1085 of the Statutes of 1970, hereby remises, releases and forever quitclaims to REDEVELOPMENT AGENCY all of TRUSTEE'S right, title and interest in the SUBJECT PROPERTY as described in Exhibit B held by TRUSTEE, as grantee of sovereign lands, including, but not limited to, any interest held by TRUSTEE as trustee of the public trust for commerce, navigation and fisheries, water-related recreation, preservation in its natural state, and other trust uses in the SUBJECT PROPERTY as described in Exhibit A.

III. **STATE'S CONVEYANCE to REDEVELOPMENT AGENCY:** STATE, pursuant to section 2 of Chapter 1085 of the Statutes of 1970, hereby remises, releases, and forever quitclaims to REDEVELOPMENT AGENCY all of the State's right, title, and interest in the SUBJECT PROPERTY as described in Exhibit B existing by virtue of its sovereignty, including, but not limited to, any interest held by the State as trustee of the public trust for commerce, navigation, fisheries, water-related recreation, preservation in its natural state, and other trust uses in the SUBJECT PROPERTY as described in Exhibit B.

IV. **PAYMENT TO TIDELANDS TRUST FUND:** REDEVELOPMENT AGENCY agrees to pay the Humboldt Bay Fund, as established by Chapter 1085, Statutes of 1970, the sum of \$19,744.00 upon the close of Escrow.

V. **ESCROW:**

A. Escrow No. 129801 has been opened with the Humboldt Land Title Company, 611 "I" St., Eureka, Humboldt County, California. The purposes of this escrow shall be for the depositing, processing and recording of all documents and transfers of moneys and the taking of all additional actions necessary to effect this AGREEMENT. This AGREEMENT shall constitute the escrow instructions to the Escrow Agent. Additional instructions may be provided as mutually agreed upon in writing by the PARTIES or as required by Escrow Agent.

B. **Title Insurance:** Prior to **CLOSE OF ESCROW**, REDEVELOPMENT AGENCY shall have issued to it a standard form of CLTA title insurance insuring its respective interests in an amount and according to terms expressly acceptable to and approved by the respective PARTIES. The policy issued to REDEVELOPMENT AGENCY will cover the property interests quitclaimed to it by the STATE and TRUSTEE. The costs of escrow and title insurance shall be paid by REDEVELOPMENT AGENCY.

VI. **CLOSING:**

A. The **CLOSE OF ESCROW** for this AGREEMENT shall occur upon accomplishment, in the Escrow, of all of the following in the order stated:

1. Execution and deposit in Escrow of this AGREEMENT by the PARTIES.
2. Deposit in Escrow by REDEVELOPMENT AGENCY of \$19,744.00.
3. Approval by the PARTIES of the provisions and form of their respective title insurance policies.
4. Fulfillment of all other conditions precedent to closing and passage of title contained within this AGREEMENT and compliance with any additional escrow instructions duly submitted by the Parties.

B. If the **CLOSE OF ESCROW** has not occurred by July 31, 2009, then escrow may be terminated at the discretion of either of the PARTIES upon 30 days written notice, and the provisions of this AGREEMENT shall be null and void.

VII. **RECORDATION AND DISTRIBUTION OF FUNDS:** When all conditions necessary for the **CLOSE OF ESCROW** have occurred, the Escrow Agent shall notify the PARTIES of its intention to record this AGREEMENT and shall specify a date for such recordation. On such recordation date, the Escrow Agent shall cause this AGREEMENT to be recorded in the Official Records of Humboldt County, California. Simultaneously the Escrow Agent shall pay the monies deposited by REDEVELOPMENT AGENCY to TRUSTEE who shall immediately deposit them into the Humboldt Bay Fund.

VIII. **REDEVELOPMENT AGENCY'S CONSENT TO RECORDING:** REDEVELOPMENT AGENCY hereby accepts each and every conveyance made to it in this AGREEMENT and consents to the recordation of its acceptance. See Exhibit C.

IX. **EXHIBITS:**

A. The exhibits to this AGREEMENT are as follows:

1. Exhibits A-1 and A-2 : Plats Depicting SUBJECT PROPERTY
2. Exhibit B: Land Description of the SUBJECT PROPERTY.
3. Exhibit C: REDEVELOPMENT AGENCY'S Acceptance and

Consent to Recording

- B. All preliminary recitals of and exhibits to this AGREEMENT (Exhibits A-1, A-2, B and C) are hereby incorporated by reference within it.

X. **OTHER PROVISIONS:**

- A. Effective Date. This AGREEMENT shall become effective upon its execution of all of the PARTIES and the Governor of the State of California.
- B. Counterparts. This AGREEMENT may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as if it were an original signed by any of the PARTIES. Any signature page of this AGREEMENT may be detached from any counterpart of this AGREEMENT without impairing any signature on such page, and such page may be attached to another counterpart of this AGREEMENT identical in form but having attached to it one or more additional signature page.
- B. Severability and Survival. All provisions of this AGREEMENT shall be severable, separate and distinct from its other provisions and in the event any provision or provisions of this AGREEMENT are found to be void or invalid for any reason, all other provisions shall remain in full force and effect. Should any PARTY fail to comply with any or all provisions of this AGREEMENT, such failure shall in no way affect its validity or binding nature. Nothing in this AGREEMENT shall affect or diminish the rights of any of its PARTIES at law or in equity, to enforce the provisions of this AGREEMENT against another PARTY.
- C. Further Assurances. Each of the PARTIES will expeditiously do such further acts and execute, acknowledge and deliver all documents and instruments necessary to effect this AGREEMENT.
- D. Succession. This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the PARTIES.
- E. Execution. All signatures on this AGREEMENT shall be acknowledged before a notary public, and a certificate of acknowledgment shall be attached to the executed AGREEMENT to allow it to be recorded in the office of the Humboldt County Recorder. The Governor's signature shall be attested to by the Secretary of State.

[Rest of Page Intentionally Left Blank]

E. Amendment. No amendment, modification or alteration of this AGREEMENT shall be valid unless it is in writing and signed by both PARTIES.

IN WITNESS WHEREOF, the PARTIES to this AGREEMENT have caused it to be executed.

CITY OF EUREKA acting as Trustee of
Tide and Submerged Lands Granted to
the City of Eureka

Date: 1-5-09

By: 
DAVID W. TYSON
City Manager

CALIFORNIA STATE LANDS
COMMISSION

Date: 2-27-09

By: 
PAUL D. THAYER
Executive Officer

EUREKA REDEVELOPMENT AGENCY, a
public body, corporate and politic


Date: 1-5-09

By: 
DAVID W. TYSON
City Manager

Approved as to form:

SHERYL L. SCHAFFNER
Eureka City Attorney and
Redevelopment Agency Counsel

DATED: 9 Jan 2009

By: 
SHERYL L. SCHAFFNER
Eureka City Attorney and
Redevelopment Agency Counsel

Approved as to form:

EDMUND G. BROWN, JR.
Attorney General

DATED: 12/29/08

By: 
JOSEPH RUSCONI
Deputy Attorney General

ACKNOWLEDGMENT

State of California
County of Humboldt

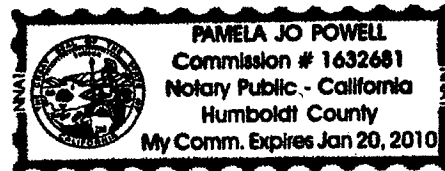
On January 5, 2009 before me, Pamela Jo Powell
(insert name and title of the officer)

personally appeared David W. Tyson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Jo Powell (Seal)



City of Eureka

CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT

State of: California

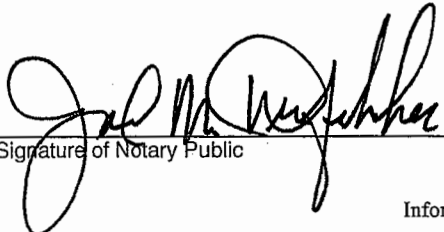
County of: Sacramento

On March 3, 2009, before me, Joel M. Diefenbacher, Notary Public,
(name and title of the officer)

personally appeared Paul D. Thayer, who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she/they~~ executed the same in his ~~her/their~~ authorized capacity ~~(ies)~~, and that by his ~~her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal


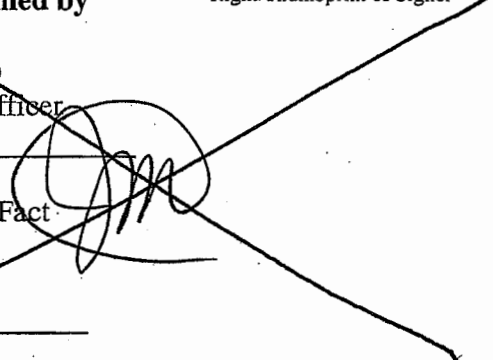


Signature of Notary Public



(Notary Seal) **OPTIONAL INFORMATION**

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages <u>9 4 pgs Exhibits</u> Document Date: <u>02/27/09</u> <u>EUREKA TRUST Termination Agreement</u> Title or type of document <u>AD 534 APN 001-054-045</u> Additional information		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other	

ACKNOWLEDGMENT

State of California
County of Humboldt)

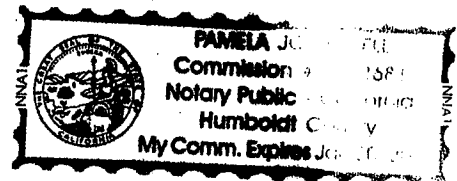
On January 30 2009 before me, Pamela Jo Powell
(insert name and title of the officer)

personally appeared David W. Tyson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Jo Powell (Seal)



Redevelopment

State of California)
)ss
County of Humboldt)

On January 9, 2009 before me, Sharon L. King, Notary Public, personally appeared Sheryl Schaffner who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sharon L. King
Sharon L. King




IN APPROVAL WHEREOF, I, ARNOLD SCHWARZENEGGER, Governor of the State of California, have set my hand and cause 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 27th day of July, in the year of our Lord Two Thousand and Nine.



ARNOLD SCHWARZENEGGER, Governor
STATE OF CALIFORNIA

Attest:

By: 

DEBRA BOWEN
SECRETARY OF STATE

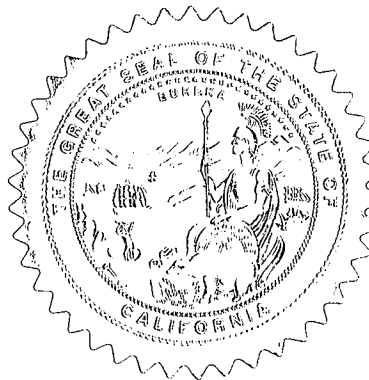
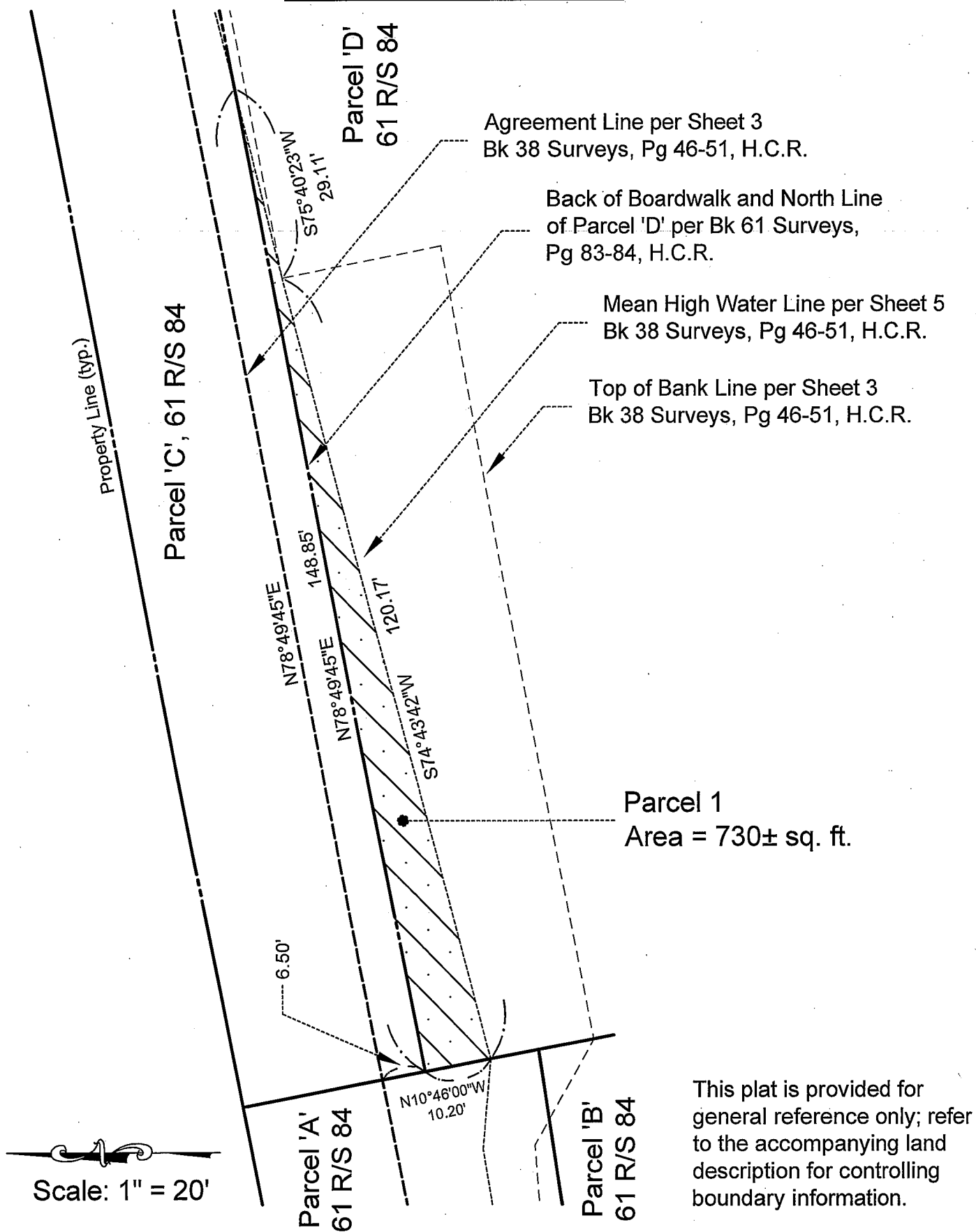


Exhibit "A-1"

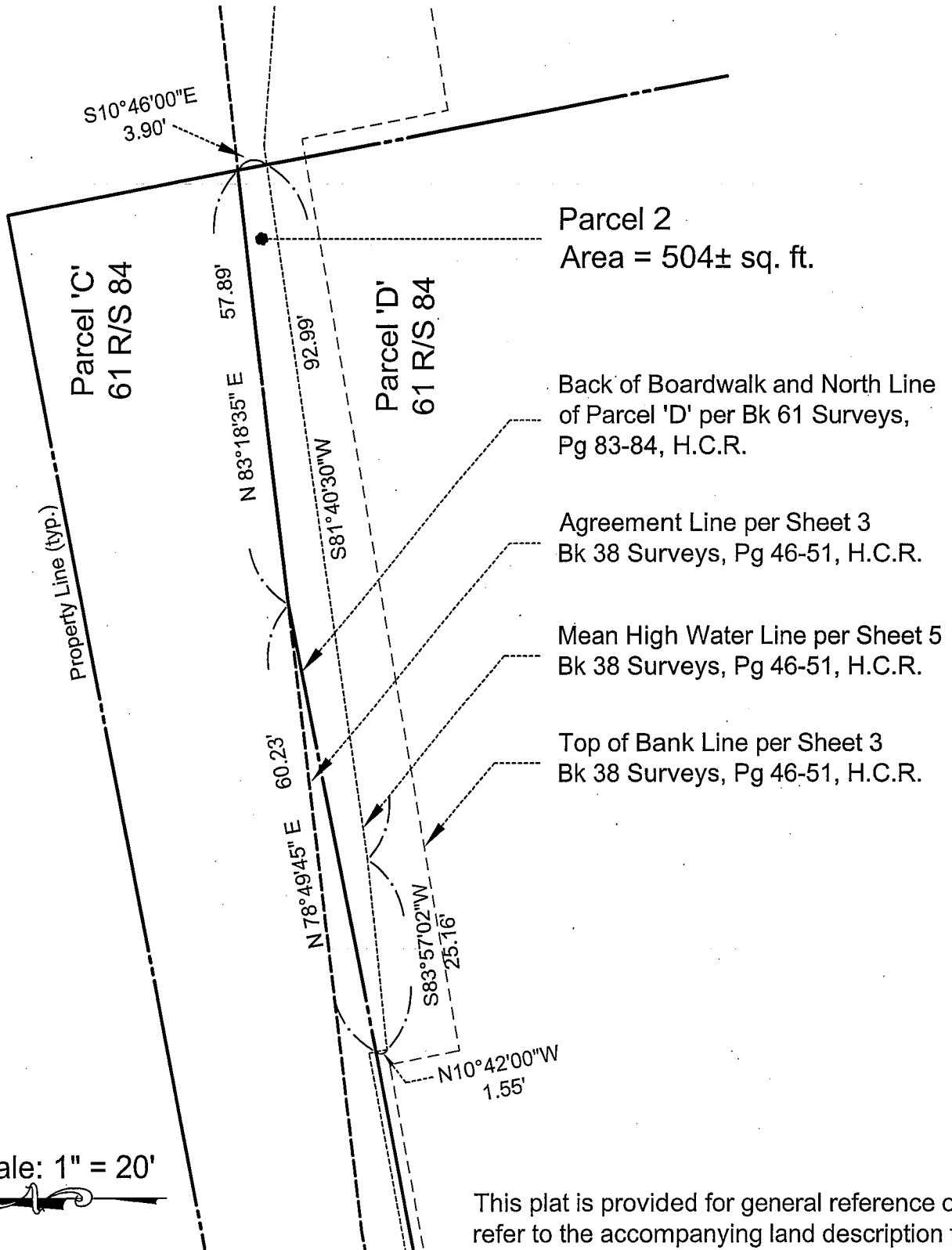
Subject Parcel 1



This plat is provided for general reference only; refer to the accompanying land description for controlling boundary information.

Exhibit "A-2"

Subject Parcel 2



Parcel 2
Area = 504± sq. ft.

Back of Boardwalk and North Line
of Parcel 'D' per Bk 61 Surveys,
Pg 83-84, H.C.R.

Agreement Line per Sheet 3
Bk 38 Surveys, Pg 46-51, H.C.R.

Mean High Water Line per Sheet 5
Bk 38 Surveys, Pg 46-51, H.C.R.

Top of Bank Line per Sheet 3
Bk 38 Surveys, Pg 46-51, H.C.R.

Scale: 1" = 20'

This plat is provided for general reference only;
refer to the accompanying land description for
controlling boundary information.

Exhibit "B"

Land Description

Subject Property

Two parcels of filled tide and submerged land situate in the City of Eureka, County of Humboldt, State of California located in the North One-Half of Section 22, Township 5 North, Range 1 West, Humboldt Base and Meridian, being:

Portions of Parcel "D" as shown on that Record of Survey recorded in Book 61 of Surveys, Pages 83 & 84, Humboldt County Records, and being more particularly described as;

Parcel 1

Beginning at the Northwest Corner of said Parcel "D"; Thence North $78^{\circ} 49' 45''$ East along the North Line of said Parcel "D", 148.85 feet to a calculated point on the Mean High Water Line as shown on that Record of Survey recorded in Book 38 of Surveys, Pages 46-51, Humboldt County Records;

Thence Westerly along the Mean High Water Line as shown on said Record of Survey recorded in Book 38 of Surveys, Pages 46-51, Humboldt County Records, the following two (2) courses:

- 1) South $75^{\circ} 40' 23''$ West, 29.11 feet; and
- 2) South $74^{\circ} 43' 42''$ West, 120.17 feet to the West Line of said Parcel "D";

Thence North $10^{\circ} 46' 00''$ West along said West Line of said Parcel "D", 10.20 feet to the Point of Beginning.

The above parcel contains 730 square feet of land, more or less.

Parcel 2

Beginning at the Northeast Corner of said Parcel "D"; Thence South $10^{\circ} 46' 00''$ East along the East Line of said Parcel "D", 3.90 feet to a calculated point on the Mean High Water Line as shown on that Record of Survey recorded in Book 38 of Surveys, Pages 46-51, Humboldt County Records;

Thence leaving said East Line South $81^{\circ} 40' 30''$ West along said calculated Mean High Water Line as shown on said Record of Survey recorded in Book 38 of Surveys, Pages 46-51, Humboldt County Records, 92.99 feet to an angle point in said Mean High Water Line;

Thence continuing along said calculated Mean High Water Line South $83^{\circ} 57' 02''$ West, 25.16 feet to angle point in said Mean High Water Line;

Thence continuing along said calculated Mean High Water Line North $10^{\circ} 42' 00''$ West, 1.55 feet to the North Line of said Parcel "D";


Thence North $78^{\circ} 49' 45''$ East along said North Line of Parcel "D", 60.23 feet to an angle point in said North Line;

Thence continuing along said North Line of Parcel "D" North $83^{\circ} 18' 35''$ East, 57.89 feet to the Point of Beginning.

The above parcel contains 504 square feet of land, more or less.

End of Description

The above description was prepared by me.

 7-29-08

Gary D. Boughton, C26124
Registration expires 2-31-2010

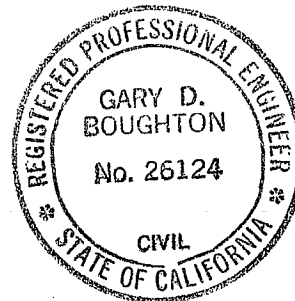


EXHIBIT "C"

Eureka Redevelopment Agency's Acceptance and Consent to Recording

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
STATE LANDS COMMISSION
100 HOWE AVE., SUITE 100S
SACRAMENTO, CA 95825

ATTN: JAMES R. FREY,
STAFF COUNSEL
(916) 574-1829 / freyj@slc.ca.gov

**STATE OF CALIFORNIA –
OFFICIAL BUSINESS – DOCUMENT**
ENTITLED TO FREE
RECORDATION PURSUANT TO
GOVERNMENT CODE SECTION
27383
NO TAX DUE

S.L.C. AD 534
APN: 001 054-045

Above Space for Recorder's Use

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING
CITY OF EUREKA REDEVELOPMENT AGENCY**
Government Code 27281

This is to certify that the interest in real property described in Paragraphs II and III of the attached Eureka (Boardwalk) Trust Termination Agreement and conveyed to the City of Eureka Redevelopment Agency (a public body, corporate and politic of the State of California) by the City of Eureka, a Municipal Corporation of the State of California acting in its capacity as trustee of tide and submerged lands granted to the City of Eureka by the Legislature of the State of California pursuant to Chapter 82, Statutes of 1857 as amended and from the State of California acting by and through the State Lands Commission is hereby accepted by its officers pursuant to Resolution No. _____ of the City Council of the City of Eureka; acting in its capacity as the Board of the City of Eureka Redevelopment Agency approved and adopted by the City Council of the City of Eureka, County of Humboldt, State of California on the _____ day of _____, 200__.

[Continued on next page.]

The City of Eureka Redevelopment Agency consents to the recordation of the Eureka (Boardwalk) Trust Termination Agreement.

Virginia Bass
Mayor of the City of Eureka

Date: _____

David W. Tyson
City Manager of the City of Eureka

Date: _____

Certificate of Acceptance

THIS IS TO CERTIFY that the interest in real property conveyed by the attached CORPORATION GRANT DEED from The City of Eureka Redevelopment Agency (a public body, corporate and politic of the State of California) to **The City of Eureka, a Municipal Corporation of the State of California**, is hereby accepted by its officers pursuant to Resolution No. _____ of the City Council of the City of Eureka, a Municipal Corporation of State of California, approved and adopted by the City Council of the City of Eureka, County of Humboldt, State of California, on the ____ day of _____, 2008, and The City of Eureka consents to the recordation hereof.

Virginia Bass
Mayor of the City of Eureka

Date

David W. Tyson
City Manager of the City of Eureka

Date