REDWOOD CREEK EXCHANGE AGREEMENT (SWIG)
B.L.A. No. 167

The parties to this exchange agreement dated June 11, 1978, are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION, hereinafter referred to as "STATE," and the CITY OF REDWOOD CITY, a municipal corporation of the State of California, as Trustee, pursuant to Legislative Act (Ch. 34, Stats. 1954 [1st E.S.]), hereinafter referred to as "CITY," and BENJAMIN H. SWIG, hereinafter referred to as "SWIG".

WITNESSETH:

WHEREAS, the State of California, by virtue of its sovereignty, received title to sovereign tide and submerged lands located within said State at the time of its admission to the Union, and subsequently received title to swamp and overflowed lands from the United States of America by virtue of the Swamp Lands Act of 1850 (43 U.S.C. §981 et seq.), 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, although all of the lands affected by this agreement are swamp and overflowed 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 lands within the area affected by this agreement; and

WHEREAS, STATE and CITY contend that Redwood Creek, herein-after referred to as "SAID WATERWAY," a tributary of San Francisco Bay, in its natural state was at the time of the admission of the State of California as a State of the United States of America and in its natural state thereafter has been a tidal and navigable waterway within the State of California, County of San Mateo, and, as such, the bed and adjoining salt marsh lying below the elevation of the mean high water line are owned by the STATE in its sovereign capacity, subject to the public trust and to the CITY'S legislative grant; and

WHEREAS, Redwood Creek has changed in location by reason of fill and leveeing over the years, and, as a result, lands behind an existing bulkhead are filled and are no longer subject to tidal action; and

WHEREAS, the STATE and CITY assert that the natural position of Redwood Creek was landward of the bulkhead as shown by Map of the Grant to the City of Redwood City, recorded in Volume 4
of Licensed Land Surveys at pages 69-73, San Mateo County Records; and

WHEREAS, SWIG claims to own the disputed real property in San Mateo County, as successor in interest to the STATE'S Swamp and Overflowed Lands Patent of Survey No. 15, recorded August 22, 1861 in Book 1 of Patents, page 38, Official Records of San Mateo County, and claims title by private deed to the centerline of Redwood Creek, free of any right, title, or interest therein of the STATE or CITY; and

WHEREAS, STATE and CITY contend that SAID WATERWAY, in its natural state, was covered daily by the tides of the San Francisco Bay Estuary, but has subsequently been partially filled and reclaimed, and is no longer subject to tidal action; and

WHEREAS, there is a bona fide dispute between the STATE, CITY, and SWIG with respect to his claim of title, and as a result of such dispute a lawsuit was initiated in the Superior Court for the County of San Mateo. This action is Benjamin H. Swig v. City of Redwood City, a municipal corporation, the State of California, State Lands Commission, et al; Superior Court Action No. 207304; and

WHEREAS, a resolution of the title dispute would require protracted and vigorously disputed litigation if the dispute could not be resolved by settlement in lieu of litigation; and

WHEREAS, it is in the interest of the STATE, CITY, and the private parties to resolve their dispute by compromise settlement, thereby avoiding the anticipated substantial costs, time requirements, and uncertainties of said litigation; and
WHEREAS, the STATE is authorized by Division Six of the Public Resources Code, including Section 6307 thereof, to exchange interests in real property held by the STATE by reason of its sovereignty for interests in other lands of at least equal value; and

WHEREAS, CITY has expressed strong concern that the acquisition of an exchange parcel within Redwood City would reduce its tax base and therefore has agreed that the STATE alone may acquire exchange lands elsewhere, as required by Public Resources Code Section 6307; and

WHEREAS, SWIG has offered to convey to the STATE and CITY the real property described in "Exhibit A," and to the STATE the real property described in "Exhibit B," in exchange for the STATE'S Patent and the CITY'S Quitclaim to the real property described in "Exhibit C"; and

WHEREAS, the STATE and CITY have evaluated their interest in the parcels described in "Exhibit C," and have determined that the value of the private interests they are receiving in the parcels described in "Exhibits A" and "B" are equal or greater than the value of the interests being given up in the parcels described in "Exhibit C";

NOW, THEREFORE, the parties mutually agree, as follows:

1. SWIG hereby agrees to deliver, or cause to be delivered a duly executed and acknowledged Quitclaim Deed to STATE and CITY conveying the real property described in "Exhibit A," free and clear of liens, encumbrances, easements, or other interests (except as the STATE may in writing consent to take subject to
any such interests). Said conveyance shall be to STATE, excepting therefrom all of those interests conveyed by the STATE to CITY, in trust, pursuant and subject to the terms, provisions, conditions, restrictions, and reservations existing by virtue of Chapter 34, Statutes of 1954 (1st E.S.), and to CITY, as trustee, by virtue of and subject to the terms, provisions, conditions, restrictions, and reservations of Chapter 34, Statutes of 1954 (1st E.S.), excepting therefrom all those rights and interests retained and reserved by the STATE by virtue of Chapter 34, Statutes of 1954 (1st E.S.).

2. CITY hereby agrees that STATE alone may acquire title to the exchange lands described in "Exhibit B" located outside the corporate limits of CITY, as required by Public Resources Code Section 6307.

3. SWIG hereby agrees to deliver, or cause to be delivered, a duly executed and acknowledged Quitclaim Deed to STATE conveying the real property in "Exhibit B," free and clear of liens, encumbrances, easements, or other interests (except as the STATE may in writing consent to take subject to such interests).

4. STATE agrees to deliver its duly executed Patent of the real property described in "Exhibit C" to SWIG as his interest appears of record, and "to those other parties who appear in the official records of San Mateo County as having interests in property described in "Exhibit C" in severalty, and upon the same tenure as those interests appear of record".

5. CITY agrees to deliver its duly executed and acknowledged Quitclaim of real property described in "Exhibit C" to SWIG, as his interest appears of record, and "to those other parties who..."
appear in the official records of San Mateo County as having interests in the property described in "Exhibit C" in severalty, and upon the same tenure as those interests appear of record".

6. Pursuant to the provisions of Section 6307, Public Resources Code, the STATE hereby finds and declares that the exchange of sovereign and private titles is in the best interests of the STATE, and hereby approves such exchange, and that the parcel of real property described in "Exhibit C" has been improved, filled, and reclaimed, and has thereby been 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 shall, as provided for by this agreement, upon recording of the deeds and patent, be free from the public trust for navigation and fishing. The STATE and CITY as to the lands described in "Exhibit A," and the STATE alone as to the lands described in "Exhibit B," shall accept the lands described in "Exhibits A" and "B" as sovereign tide and submerged lands.

7. SWIG agrees that upon recordation of the conveyances described in paragraphs 1, 3, 4, and 5, the pending lawsuit against STATE and CITY, San Mateo Superior Court No. 207304, shall be dismissed with prejudice.

8. This agreement shall become effective upon the execution of this agreement by all parties hereto. Recordation of the conveyances referred to in paragraphs 1, 3, 4, and 5, shall conclusively establish that all requirements of this agreement have been fulfilled, except those obligations which by their terms survive the
lose of escrow.

9. An escrow account will be opened by the parties to this agreement at Title Insurance and Trust Company, or other mutually acceptable title company, for the depositing, processing, and recording of all documents to effectuate this agreement. 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. The escrow officer is empowered to date all instruments and documents by inserting in the date blanks the date of recordation. All costs of the escrow account shall be paid by SWIG.

10. No liability shall accrue to the CITY or the STATE for any injuries occurring prior to the close of escrow in any case in which the CITY or STATE is alleged liable because of any asserted interests created in them by this agreement in the lands described in "Exhibit B" hereto.

11. As to loss or injury occurring to the subject lands from fire, flood, earthquake, or other causes, each party shall bear the risk as to the lands it is to convey from and after the effective date of this agreement until termination of this agreement or close of escrow.

12. STATE shall have no liability or duty whatsoever for the maintenance, repair, alteration, rebuilding, reconstruction, or improvement of any existing, any relocated or any future levee, dike, bulkhead, tide gate, locks, or any other water-controlling device or structure constructed or located in, upon or adjacent
to the lands subject to this agreement and STATE shall have no liability or responsibility whatever for any damages, injuries, causes of action or otherwise, resulting now or hereafter from any defect in the aforesaid levee, dike, bulkhead, tide gate, locks, or any other water-controlling device or structure, including, but not limited to their condition, state of repair or maintenance, design, height, weakness, or any other defect whatsoever; and SWIG, his successors and assigns, hereby waives any claims, demands, or causes of action against STATE therefor, and agrees to indemnify and hold and save STATE harmless from any such claims, demands, causes of action by SWIG, his successors in interest, or any other person or entities.

13. This agreement is to resolve questions of land title only, by and between the private party hereto and CITY and STATE, acting by and through the State Lands Commission, and is not intended as mitigation, dedication, or the meeting of any additional requirements of Federal, other State, or local agencies, nor does it constitute any agreement among the parties with respect to uses that may be made of such lands described in "Exhibit C," nor with respect to conditions that may be imposed on such uses.

14. CITY, STATE and SWIG agree that for purposes of settling the title dispute, that the boundaries of the lands granted by said Legislative Act as shown on "Map of the Grant to the City of Redwood City" filed in Volume 4 of License of land Surveyor's Maps at page 69-73 in the office of the San Mateo County Recorder, between the northerly line of the Pulgas Rancho and Veterans
Boulevard in said CITY, are hereby superseded and relocated to the sidelines of Redwood Creek as established and described by "Exhibit A" attached hereto.

15. It is expressly understood by all parties hereto that 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, and this agreement constitutes no admission or statements respecting the titles of any lands not subject to this agreement.

16. 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.

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

18. 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. Any signature page of this agreement may be detached in escrow from any counterpart of this agreement without impairing any signature thereon, and may be attached to another counterpart of this agreement identical in form hereto but having attached to it one or more additional signature pages.
19. The terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of the parties and the successors and assigns of the parties hereto.

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

Approved:

EVELLE J. YOUNGER
ATTORNEY GENERAL

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By

JAMES F. TRAUT
Title
Deputy Attorney General
Date March 8, 1978

CITY OF REDWOOD CITY

By

James M. Fales, Jr.
Title City Manager
Date January 11, 1978

BENJAMIN H. SWIG

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO)

ss.

On February 17, 1978, before me, the undersigned, a Notary Public in and for said State, with principal office in Sacramento County, personally appeared James F. Trout, known to me to be the Manager, Lands Program 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 DEC 19, 1977, at a regular meeting thereof.

Witness my hand and official seal:

[Notary Seal]

Natalie M. Gould
Notary Public in and for the County of Sacramento
State of California

My Commission Expires April 16, 1978

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STATE OF CALIFORNIA) ss.
COUNTY OF SAN MATEO) ss.

On January 4, 1977, before me, the undersigned, a Notary Public in and for said State, with principal office in San Mateo County, personally appeared James M. Sage, known to me to be the City Manager of the CITY OF REDWOOD CITY, the individual that executed the within instrument on behalf of the City of Redwood City, and acknowledged to me that City of Redwood City approved the within instrument pursuant to a resolution of the City Council, unanimously adopted on December 17, 1976, at a regular meeting thereof.

Witness my hand and official seal:

CONSTANCE I. ANDERSON
NOTARY PUBLIC IN AND FOR SAN MATEO COUNTY
My Commission Expires June 21, 1980

STATE OF CALIFORNIA) ss.
COUNTY OF SAN MATEO) ss.

P. CALIFORNIA ss.
OF San Francisco ss.

before me, the undersigned, a Notary Public in and for said State, personally appeared

Benjamin H. Swig

known to me to be the person whose name is subscribed to the within instrument acknowledged that he executed the same.

Witness my hand and official seal:

Gertrude Deutch
NOTARY PUBLIC IN AND FOR SAN FRANCISCO
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 10th day of May, in the year of our Lord one thousand nine-hundred and seventy-eight.

[Signature]
GOVERNOR OF THE STATE OF CALIFORNIA

Attest:

[Signature]
Secretary of State

[Signature]
Assistant Secretary of State

REEL 7759 IMG 912
PARCEL 1

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being a portion of the Northeast 1/4 of Section 19, Township 3 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the southeasterly corner of Main and Bradford Streets marked by an iron pin; thence N 57° 23' 45" W, 42.46 feet along the northerly line of the Pulgas Rancho to the centerline of said Main Street; thence along said centerline N 02° 38' 45" W, 32.25 feet to the intersection of the centerlines of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map" dated April 11, 1968, file No. LA-28, on file at the City of Redwood City; thence along the ordinary high water mark on the left (northwesterly) bank of Redwood Creek; thence along the centerline of the Pulgas Rancho, S 57° 23' 45" E, to a point which is 190.81 feet distant along the northwesterly line of said Bradford Street as shown on said map; thence leaving said northerly rancho line S 57° 23' 45" E, 64.60 feet; thence N 78° 22' 08" E, 67.32 feet to the southerly line of Veterans Boulevard as shown on said map; thence along said southerly line N 31° 06' E, 131.00 feet; thence N 53° 31' 06" E, 64.64 feet; thence N 18° 41' 35" E, 67.32 feet to the southerly line of Veterans Boulevard as shown on said map; thence leaving said northerly rancho line S 57° 23' 45" E, 85.69 feet; thence along a tangent curve to the right, having a radius of 65.00 feet and a central angle of 49° 13' 23", an arc distance of 55.44 feet; thence N 75° 58' 13" E, 64.60 feet to the westerly line of Main Street; thence N 78° 22' 08" E, 35.43 feet to the true point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
EXHIBIT A

Parcel 2:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerline of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along said centerline of Main Street, North 02° 38' 45" West 40.00 feet to the easterly prolongation of the northerly line of said Bradford Street; thence along said prolongation and said northerly line South 87° 21' 15" West 101.54 feet to a northeasterly line of the Pulgas Rancho, as shown on said map; thence along said Rancho line North 57° 23' 45" West 114.42 feet to the true point of beginning; thence from said true point of beginning, North 02° 38' 45" West 55.02 feet; thence along a tangent curve to the right, having a radius of 135.00 feet and a central angle 5° 49' 50", an arc length of 13.74 feet; thence South 66° 13' 08" West 20.90 feet; thence South 65° 57' 04" West 46.81 feet to said northeasterly line of the Pulgas Rancho; thence along said Rancho line South 57° 23' 45" East 76.40 feet to the point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
EXHIBIT B

Description

An undivided 18.67 per cent interest in and to the real property situated in the State of California, County of Contra Costa, described as follows:

Surveys Nos. 176, 177, 178, 179 and 180, Swamp and Overflowed Lands, Contra Costa County, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, as particularly described in the patents from the State of California, recorded in Book 1 of Patents, pages 144, 151, 142, 146 and 161, respectively, in the office of the County Recorder of Contra Costa County, reference being hereby made to the record thereof for a complete description.

Excepting therefrom: The following described parcel, being the parcel conveyed by C. A. Hooper & Co. to City of Stockton by deed dated July 15, 1929, recorded August 6, 1929, in Book 191 of Official Records, page 271, in the office of the County Recorder of Contra Costa County, and containing, according to said deed, 100 acres, more or less, and particularly described as follows:

"All that certain real property in the County of Contra Costa, State of California, described as follows:

Sections 3, 4, 9 and 10, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, as delineated in Book 23 of Deeds, page 550, Contra Costa County Records, being portions of Lots "D", "E", "F", "G", "I", "K", "L", "M", & "N", of New York Island, lying on the northerly side of New York Slough and more particularly described as follows:

Beginning at a point on the boundary line between lots "C" and "D", 1150 feet northerly, measured along said boundary line from the low water line of New York Slough; thence from said point of beginning, continuing in a northerly direction along said boundary line and along said boundary line extended, a distance of 1355 feet; thence east 1325 feet, more or less, to the boundary line between Lots "M" and "L"; thence in a northerly direction along said boundary line between Lots "M" and "L", 1925 feet, more or less, to the low water line of Suisun Bay; thence in an easterly direction, along the low water line of Suisun Bay to a point on a line parallel to and 50 feet distant from said boundary line between Lots "M" and "L";
EXHIBIT B - cont'd

thence leaving the low water line of Suisun Bay in a southerly direction, along said line parallel to and 50 feet distant from said boundary line between Lots "M" and "L", 1025 feet, more or less, to a point of intersection with the above mentioned courses, "East 1355 feet", extended; thence cast 1230 feet, more or less, to a point on the northerly portion of the boundary line between Lots "F" and "G", extended thence in a southerly direction along said extension of boundary line and along the boundary line between Lots "F" and "G", 1675 feet, thence West 1775 feet; thence North 69° 22' West, 908.2 feet, more or less, to the point of beginning.

Also excepting therefrom the following described real property situated in the County of Contra Costa, State of California, being more particularly described as follows:

Commencing at the most southerly corner of Survey No. 180 Swamp and Overflowed Lands, Contra Costa County; thence northwesterly along the southwesterly line of said survey, North 54° 06' West, 1023.00 feet; thence North 53° 04' West, 563.64 feet; thence North 65° 51' West, 366.12 feet; thence leaving said southwesterly line North 15° 36' 05" East, 69.54 feet to the point of beginning for this description, basis of bearing for this description is the Lambert Grid, Zone 3, State of California; thence from said point of beginning South 15° 36' 05" West; 69.54 feet to a point on the aforesaid S. & O. Survey 180; thence westerly and northeasterly along said survey line North 65° 51' West, 113.70 feet; thence North 48° 16' West, 559.22 feet; thence North 35° 29' East, 107.58 feet; thence North 81° 54' East, 217.80 feet; thence South 36° 11' East, 374.22 feet; thence North 65° 29' East, 86.96 feet to a point; thence leaving said survey line South 15° 36' 05" West, 198.11 feet to the point of beginning.

Being the westerly portion of aforesaid S. & O. Survey No. 180 and situated in Section 8, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, Contra Costa County, California.

Together with an undivided 18.67 percent interest in and to any other right, title, or interest of East Bay Regional Park District acquired by reason of that certain deed recorded August 11, 1977 in Book 8459, page 25, Official Records of Contra Costa County.
EXHIBIT C

Parcel 1:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerlines of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along the centerline of Main Street, North 02° 38' 45" West 230.06 feet; thence North 78° 22' 08" East 35.43 feet to the easterly line of said Main Street and the true point of beginning; thence North 78° 30' 28" East 131.00 feet; thence North 53° 31' 06" East 64.64 feet; thence North 18° 41' 35" East 67.32 feet to the southerly line of Veterans Boulevard as shown on said map; thence along said southerly line South 80° 21' 45" East 298.01 feet to the northerly line of Walnut Street as shown on said map; thence along said Walnut Street, South 31° 51' 15" West 322.58 feet to the northerly line of said Bradford Street; thence along said Bradford Street, South 82° 21' 15" West 43.05 feet and South 87° 21' 15" West 175.39 feet to the beginning of a tangent curve concave northeasterly having a radius of 10.00 feet; thence northerly along said curve through a central angle of 90° a distance of 15.71 feet to the easterly line of said Main Street; thence along said Main Street, North 2° 38' 45" West 185.71 feet to the true point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
EXHIBIT C

Parcel 2:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerline of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along said centerline of Main Street, North 02° 38' 45" West 40.00 feet to the easterly prolongation of the northerly line of said Bradford Street; thence along said prolongation and said northerly line South 87° 21' 15" West 101.54 feet to a northeasterly line of the Pulgas Rancho, as shown on said map, and the true point of beginning; thence along said Rancho line, North 57° 23' 45" West 28.73 feet; thence North 2° 38' 45" West 104.47 feet to the beginning of a tangent curve concave to the southeast having a radius of 65 feet; thence northeasterly along said curve through a central angle of 49° 13' 23" a distance of 55.44 feet; thence North 66° 13' 08" East 5.01 feet; thence North 75° 50' 13" East 64.60 feet to the westerly line of Main Street; thence along said Main Street, South 2° 38' 45" East 174.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 10 feet; thence southwesterly along said curve a distance of 15.71 feet to the north line of said Bradford Street; thence along said Bradford Street, South 37° 21' 15" West 56.54 feet to the true point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
STATE OF CALIFORNIA
STATE LANDS COMMISSION

WHEN RECORDED mail to:
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814

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

S.L.C. No. B.L.A. 167
W 503.872

NO TAX DUE

Above space for Recorder's use

CERTIFICATE OF ACCEPTANCE AND
CONSENT TO RECORDING OF DEED
TO THE STATE OF CALIFORNIA

This is to certify that the interest in real property conveyed by the
grant, deed, or quitclaim deed dated from BENJAMIN H.
SWIG to the STATE LANDS COMMISSION, a governmental agency, is hereby
accepted effective upon recording by the undersigned officer or agent on
behalf of the State Lands Commission pursuant to authority conferred by the
State Lands Commission on December 19, 1977, and the grantee consents to
recordation thereof by its duly authorized officer.

STATE LANDS COMMISSION
By
James F. Trout
Manager, Land Operations

STATE OF CALIFORNIA ) ss.
COUNTY OF SACRAMENTO )

On this 2nd day of JUNE, 1978, before me, the undersigned, a
Notary Public in and for the State of California, with principal office in
the County of Sacramento, personally appeared JAMES F. TROUT, known to me
to be the MANAGER, LAND OPERATIONS 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 Com-
nission therein named, and acknowledged to me that such Commission executed
the within instrument pursuant to action taken at a regular meeting of the
State Lands Commission.

WITNESS my hand and official seal.

Notary Public in and for the STATE OF CALIFORNIA

REEL 7759 IMG 919
I, BENJAMIN H. SWIG, do hereby remise and quitclaim to the STATE OF CALIFORNIA, excepting therefrom all those interests conveyed by the State of California to the City of Redwood City, in trust, pursuant and subject to the terms, provisions, conditions, restrictions, and reservations existing by virtue of Chapter 34, Statutes of 1954 (1st E.S.), and to CITY OF REDWOOD CITY, as trustee, by virtue of and subject to the terms, provisions, conditions, restrictions, and reservations of Chapter 34, Statutes of 1954.

STATE OF CALIFORNIA
SS.

City of San Francisco before me, the undersigned, a Notary Public in and for said State, personally appeared

Benjamin H. Swig

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Gertrude Deutch

Gertrude Deutch

NOTARY PUBLIC in and for the City and County of San Francisco

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

S.L.C. No. B.L.A. 167
W 503.872

DOCUMENTARY TRANSFER TAX DUE $ \$0.00

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

COMPUTED ON FULL VALUE LESS LIENS/ENCUMBRANCES REMAINING THEREON AT TIME OF SALE.

NO TAX DUE

I, BENJAMIN H. SWIG, do hereby remise and quitclaim to the STATE OF CALIFORNIA, excepting therefrom all those interests conveyed by the State of California to the City of Redwood City, in trust, pursuant and subject to the terms, provisions, conditions, restrictions, and reservations existing by virtue of Chapter 34, Statutes of 1954 (1st E.S.), and to CITY OF REDWOOD CITY, as trustee, by virtue of and subject to the terms, provisions, conditions, restrictions, and reservations of Chapter 34, Statutes of 1954 (1st E.S.), excepting therefrom all those rights and interests retained and reserved by the State of California by virtue of Chapter 34, Statutes of 1954 (1st E.S.), all right, title, and interest in and to that real property in the County of San Mateo, as described in EXHIBIT A attached hereto.

Dated: (Signature)

STATE OF CALIFORNIA )
COUNTY OF )ss.

On this _ day of _ , 1978, before me, the undersigned, a Notary Public in and for the State of California, with principal office in the County of ___, personally appeared BENJAMIN H. SWIG, known to me to be the person who executed the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

[Notary's Signature]
ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING A PORTION OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at the southeasterly corner of Main and Bradford Streets marked by an iron pin; thence N 57° 23' 45" W, 42.46 feet along the northerly line of the Pulgas Rancho to the centerline of said Main Street; thence along said centerline N 02° 38' 45" W, 32.25 feet to the intersection of the centerlines of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map" dated April 11, 1968, file No. LA-23, on file at the City of Redwood City; thence continuing along said centerline of Main Street N 02° 38' 45" W, 230.06 feet to the true point of beginning; thence from said true point of beginning N 78° 22' 08" E, 35.43 feet to the easterly line of said Main Street; thence N 78° 50' 28" E, 131.00 feet; thence N 53° 31' 06" E, 64.64 feet; thence N 18° 41' 35" E, 67.32 feet to the southerly line of Veterans Boulevard as shown on said map; thence along said southerly line N 80° 21' 45" W, to the ordinary high water mark on the left (northwesterly) bank of Redwood Creek; thence along the ordinary high water mark in a southwesterly direction to the northerly line of the Pulgas Rancho; thence along said northerly rancho line S 57° 23' 45" E, to a point which is 190.82 feet distant along said rancho line from its intersection with the northerly line of said Bradford Street as shown on said map; thence leaving said rancho line N 65° 57' 04" E, 46.81 feet; thence N 66° 13' 08" E, 20.90 feet to a non-tangent curve from which the radius point bears S 86° 48' 55" E; thence southerly along said curve, having a radius of 133.00 feet and a central angle of 5° 49' 50", an arc distance 13.74 feet; thence S 02° 38' 45" E, 55.02 feet to said northerly line of the Pulgas Rancho; thence along said rancho line S 57° 23' 45" E, 85.69 feet; thence N 02° 38' 45" W, 104.47 feet; thence along a tangent curve to the right, having a radius of 65.00 feet and a central angle of 49° 13' 23", an arc distance of 55.44 feet; thence N 66° 13' 08" E, 5.01 feet; thence N 75° 58' 13" E, 64.60 feet to the westerly line of Main Street; thence N 78° 22' 08" E, 35.43 feet to the true point of beginning.

The California Coordinate System Zone 5 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
EXHIBIT A

Parcel 2:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerline of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along said centerline of Main Street, North 02° 38' 45" West 40.00 feet to the easterly prolongation of the northerly line of said Bradford Street; thence along said prolongation and said northerly line South 87° 21' 15" West 101.54 feet to a northeasterly line of the Pulgas Rancho, as shown on said map; thence along said Rancho line North 57° 23' 45" West 114.42 feet to the true point of beginning; thence from said true point of beginning, North 02° 38' 45" West 55.02 feet; thence along a tangent curve to the right, having a radius of 135.00 feet and a central angle 5° 49' 50", an arc length of 13.74 feet; thence South 66° 13' 08" West 20.90 feet; thence South 65° 57' 04" West 46.81 feet to said northeasterly line of the Pulgas Rancho; thence along said Rancho line South 57° 23' 45" East 76.40 feet to the point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
WHEREAS, on December 19, 1977, under authority of Legislative Act (Ch. 34, Stats. 1954, (1st E.S.)), and Division Six of the Public Resources Code, the State Lands Commission authorized the settlement of the title and boundary dispute between the State of California and Benjamin H. Swig, with respect to certain lands in the County of San Mateo, California, the terms and conditions of which settlement are fully set forth in that certain Agreement dated January 11, 1978; and

WHEREAS, it appears by the Certificate of the Executive Office of the State Lands Commission issued in accordance with the provisions of law that: full consideration has been received by the State for this Instrument and the covenants, agreements, and obligations set forth in the Agreement, and the private parties named hereinabove are entitled to receive this Instrument.

NOW, THEREFORE, the STATE OF CALIFORNIA hereby remises, releases, and quitclaims (a) to Benjamin H. Swig, and (b) to those other parties who appear in the Official Records of San Mateo County as having interests in the property described herein, in severalty and upon the same tenure as those interests appear of record, all of the rights, title, and interests of the State owned or held by virtue of its sovereignty or owned or held by the State under the jurisdiction of the State Lands Commission in and to the lands described in Exhibit C, as Parcels 1 and 2 attached hereto and incorporated by reference herein. (NOTE: There are no exhibits A and B.)

This conveyance is executed and delivered pursuant to the covenants, conditions, and provisions of the Agreement.

IN TESTIMONY WHEREOF, I, EDMOND G. BROWN JR.,

Governor of the State of California,
have caused these letters to be made Patent, and the Seal of the State of
California to be hereunto affixed. Given under my hand at the City of Sacramento, this the 10th day of May , in the year of our Lord one thousand nine hundred and seventy-eight.

[Signature]

GOVERNOR OF THE STATE

Attest: [Signature]

By: [Signature]

Approved as to form: EVELLE J. YOUNGER, Attorney General

By: [Signature]

Assistant Deputy Attorney General

Countersigned: [Signature]

Executive Officer
State Lands Commission
EXHIBIT C

Parcel 1:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California, being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerlines of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along the centerline of Main Street, North 02° 38' 45" West 230.06 feet; thence North 78° 22' 08" East 35.43 feet to the easterly line of said Main Street and the true point of beginning; thence North 78° 50' 28" East 131.00 feet; thence North 53° 31' 06" East 64.64 feet; thence North 16° 41' 35" East 67.32 feet to the southerly line of Veterans Boulevard as shown on said map; thence along said southerly line South 80° 21' 45" East 208.01 feet to the northwesterly line of Walnut Street as shown on said map; thence along said Walnut Street, South 31° 51' 15" West 322.53 feet to the northerly line of said Bradford Street; thence along said Bradford Street, South 82° 21' 15" West 43.05 feet and South 87° 21' 15" West 175.39 feet to the beginning of a tangent curve concave northeasterly having a radius of 10.00 feet; thence northeasterly along said curve through a central angle of 90° a distance of 15.71 feet to the easterly line of said Main Street; thence along said Main Street, North 2° 38' 45" West 185.71 feet to the true point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
EXHIBIT C

Parcel 2:

All that certain real property situated in the City of Redwood City, County of San Mateo, State of California being a portion of the northeast quarter of Section 19, Township 5 South, Range 3 West, Mount Diablo Meridian, more particularly described as follows:

COMMENCING at the intersection of the centerline of Bradford Street and Main Street, as shown on map entitled "Main Street Widening Property Acquisition Map", dated April 11, 1968, File No. LA-28, on file at the City of Redwood City; thence along said centerline of Main Street, North 02° 38' 45" West 40.00 feet to the easterly prolongation of the northerly line of said Bradford Street; thence along said prolongation and said northerly line South 87° 21' 15" West 101.54 feet to a north-easterly line of the Pulgas Rancho, as shown on said map, and the true point of beginning; thence along said Rancho line, North 57° 23' 45" West 28.73 feet; thence North 2° 38' 45" West 104.47 feet to the beginning of a tangent curve concave to the southeast having a radius of 65 feet; thence northeasterly along said curve through a central angle of 49° 13' 23" a distance of 55.44 feet; thence North 66° 13' 08" East 5.01 feet; thence North 78° 58' 13" East 64.60 feet to the westerly line of Main Street; thence along said Main Street, South 2° 38' 45" East 174.53 feet to the beginning of a tangent curve concave to the northwest having a radius of 10 feet; thence southwesterly along said curve a distance of 15.71 feet to the north line of said Bradford Street; thence along said Bradford Street, South 87° 21' 15" West 55.54 feet to the true point of beginning.

The California Coordinate System Zone 3 has been used as the basis of bearings for the above description; bearings given are grid bearings; distances given are grid distances, and may be converted to ground distances by multiplying by scale factor of 1.0000609.
The EAST BAY REGIONAL PARK DISTRICT, a Regional Park District, duly formed, organized, and acting pursuant to the provisions of Division 5, Chapter 3, Article 3, Sections 5500 through 5595 of the Public Resources Code of the State of California, hereby grants to the STATE OF CALIFORNIA an undivided 18.67% interest in and to all that certain real property in the County of Contra Costa, State of California, more particularly described in EXHIBIT A, which is attached hereto and made a part hereof by reference as if set forth in full herein.

EAST BAY REGIONAL PARK DISTRICT

By: [Signature]

President,

and [Signature]

Secretary.

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING OF DEED TO THE STATE OF CALIFORNIA

This is to certify that the interest in real property conveyed by the within GRANT DEED from the EAST BAY REGIONAL PARK DISTRICT to the STATE OF CALIFORNIA is hereby accepted by the State of California as tidelands and submerged lands owned by the State of California in its sovereign capacity, in trust for the people thereof, acting by and through the undersigned officer or agent on behalf of the STATE LANDS COMMISSION, pursuant to authority conferred by the State Lands Commission on December 19, 1977, and the grantee consents to
recordation thereof by its duly authorized officer pursuant to California
Government Code Section 27281.

STATE LANDS COMMISSION

By: James F. Trout, Chief
Division of Land Management
and Conservation

STATE OF CALIFORNIA )
COUNTY OF SACRAMENTO ) ss.

On this 28th day of June, 1978, before me, the undersigned,
a Notary Public in and for the State of California, with principal office in
the County of Sacramento, personally appeared JAMES F. TROUT, known to me to be
the CHIEF, DIVISION OF LAND MANAGEMENT AND CONSERVATION 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 Com-
mission executed the within instrument pursuant to action taken at a regular
meeting of the State Lands Commission.

WITNESS my hand and official seal,

Lemore Jeanne Rehm
NOTARY PUBLIC—CALIFORNIA
Principal Office in Sacramento County
My Commission Expires Sept 19, 1984

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA ) ss.

On June 29, 1978, before me, the
undersigned, a Notary Public in and for said State, personally
appeared Hulet C. Hornbeck, personally known to me to be the
person whose name is subscribed to the within Instrument, as a
Witness thereto, who being by me duly sworn, deposes and says:
That he resides at 4807 John Muir Road, Martinez, California,
and that he was present and saw Paul Badger, personally known
to him to be President of the East Bay Regional Park District,
and William Jardin, personally known to him to be Secretary of
the East Bay Regional Park District, the public agency that
executed the within Instrument, and known to him to be the persons
who executed the within Instrument on behalf of the public agency
therein named, and acknowledged to him that such public agency
executed the within Instrument pursuant to a resolution number
8-6-47 of its Board of Directors, adopted June 28, 1978.

Lemore Jeanne Rehm
NOTARY PUBLIC—if and for
the STATE OF CALIFORNIA

Deanna D. Lyon
NOTARY PUBLIC—CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Jan 19, 1983
Real Property Description

(Brown's Island Parcel)

All that certain real property situated in the State of California, County of Contra Costa, City of Pittsburg, described as follows:

Surveys Nos. 176, 177, 178, 179 and 180, Swamp and Overflowed Lands, Contra Costa County, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, as particularly described in the patents from the State of California, recorded in Book 1 of Patents, pages 144, 151, 142, 146 and 161, respectively, in the office of the County Recorder of Contra Costa County, reference being hereby made to the record thereof for a complete description.

EXCEPTING THEREFROM: The following described parcel, being the parcel conveyed by C. A. Hooper & Co. to City of Stockton by deed dated July 15, 1929, recorded August 6, 1929, in Book 191 of Official Records, page 271, in the office of the County Recorder of Contra Costa County, and containing, according to said deed, 100 acres, more or less, and particularly described as follows:

"All that certain real property in the County of Contra Costa, State of California, described as follows:

Sections 3, 4, 9 and 10, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, as delineated in Book 23 of Deeds, page 550 Contra Costa County Records, being portions of Lots "D", "E", "F", "G", "I", "K", "L", "M", and "N", of New York Island, lying on the northerly side of New York Slough and more particularly described as follows:

Beginning at a point on the boundary line between Lots "C" and "D", 1150 feet northerly, measured along said boundary line from the low water line of New York Slough; thence from said point of beginning, continuing in a northerly direction along said boundary line and along said boundary line extended, a distance of 1355 feet; thence east 1325 feet more or less, to the boundary line between Lots "M" and "L"; thence in a northerly direction along said boundary line between Lots "M" and "L", 1925 feet, more or less, to the low water line of Suisun Bay; thence in an easterly direction, along the low water line of Suisun Bay to a point...
on a line parallel to and 50 feet distant from said boundary line between Lots "M" and "L"; thence leaving the low water line of Suisun Bay in a southerly direction, along said line parallel to and 50 feet distant from said boundary line between Lots "M" and "L", 1925 feet, more or less, to a point of intersection with the above mentioned course, "East 1325 feet", extended; thence east 1250 feet, more or less, to a point on the northerly portion of the boundary line between Lots "F" and "G", extended; thence in a southerly direction along said extension of boundary line and along the boundary line between Lots "F" and "G", 1675 feet; thence West 1775 feet; thence North 69° 22' West, 908.2 feet, more or less, to the point of beginning."

ALSO EXCEPTING THEREFROM: The following described real property situated in the County of Contra Costa, State of California, being more particularly described as follows:

Commencing at the most southerly corner of Survey No. 180 Swamp and Overflowed Lands, Contra Costa County; thence northwesterly along the southwesterly line of said survey, North 54° 06' West, 1023.00 feet; thence North 53° 04' West, 563.64 feet; thence North 65° 51' West, 366.12 feet; thence leaving said southwesterly line North 15° 36' 05" East, 69.54 feet to the point of beginning for this description (basis of bearing for this description is the Lambert Grid, Zone 3, State of California); thence from said point of beginning South 15° 36' 05" West, 69.54 feet to a point on the aforesaid S. & O. Survey 180; thence westerly and northeasterly along said survey line North 65° 51' West, 113.70 feet; thence North 48° 16' West, 539.22 feet; thence North 35° 29' East, 107.58 feet; thence North 31° 54' East, 217.80 feet; thence South 36° 11' East, 374.22 feet; thence North 65° 29' East, 86.96 feet to a point; thence leaving said survey line South 15° 36' 05" West, 198.11 feet to the point of beginning.

Being the westerly portion of aforesaid S. & O. Survey No. 180 and situated in Section 8, Township 2 North, Range 1 East, Mount Diablo Base and Meridian, Contra Costa County, California.

TOGETHER WITH any and all other right, title, or interest of East Bay Regional Park District acquired by reason of that certain deed recorded August 11, 1977 in Book 8459, page 25, Official Records of Contra Costa County.