S-604057

RECORDED AT THE REQUEST OF:

State of California
State Lands Commission

WHEN RECORDED MAIL TO:

State Lands Commission
100 Howe Avenue
Suite 100 South
Sacramento, CA 95825-8202
Attn: Lance Kiley

1999-00012701
Recorded By: 03 RecFee
STATE OF CALIFORNIA SurMon
NoPCOR
Official Records IncFee 231.00
County of Solano DTTax
Robert Blechschmidt Check $ 231.00
Assessor/Recorder OvrSht
12:51 17-FEB-99 AR21 7 Pgs

STATE OF CALIFORNIA
OFFICIAL BUSINESS - Document
Entitled to Free Recordation
Pursuant to Government Code
Section 27383

File No.: AD 226

AGREEMENT FOR THE SETTLEMENT OF A TITLE DISPUTE BETWEEN THE CITY OF BENICIA AND THE CALIFORNIA STATE LANDS COMMISSION

Note: Conveyances described herein are entered into solely for the purpose of perfecting title to the property herein described and, accordingly, do not involve a change in ownership pursuant to Section 62(b) of the California Revenue and Taxation Code (Chapter 242, California Statutes of 1979)

TABLE OF CONTENTS

Page

EXHIBITS iii

INSTRUCTIONS TO THE COUNTY RECORDER iv

RECITALS 1

1. **State's Quitclaim of Interests in the TRUST TERMINATION PARCELS to Benicia.** 9

2. **State Lands Commission Findings.** 9

3. **Benicia's Quitclaim of TRUST PARCEL to the State.** 10

4. **State's Quitclaim of TRUST PARCEL to Benicia.** 10

5. **Lessee's Acknowledgment of and Acceptance of Terms of Conveyance to Benicia.** 11

6. **State Acknowledgment and Covenant Regarding Use of TRUST PARCEL Under Terms of EXISTING LEASE.** 11

7. **Benicia Grant of PUBLIC-ACCESS EASEMENT.** 11

8. **Acceptance of Conveyances and Consent to Recording.** 12

9. **Judicial Confirmation of Validity of Settlement.** 12

10. **No Appeal of Judgment.** 13

11. **Further Assurances.** 13

12. **Execution Before a Notary Public.** 13

13. **Counterparts.** 13

14. **Agreement for Compromise and Settlement.** 14

15. **No Admission or Effect if Agreement Not Made Effective.** 14

16. **No Effect on Other Lands.** 14

17. **Agreement Binding on Heirs, Assigns, Et Cetera.** 14

18. **Modifications.** 14

19. No Effect on Other Government Jurisdiction. 15

20. Headings. 15

21. Escrow. 15

22. Close of Escrow and Recordation. 17

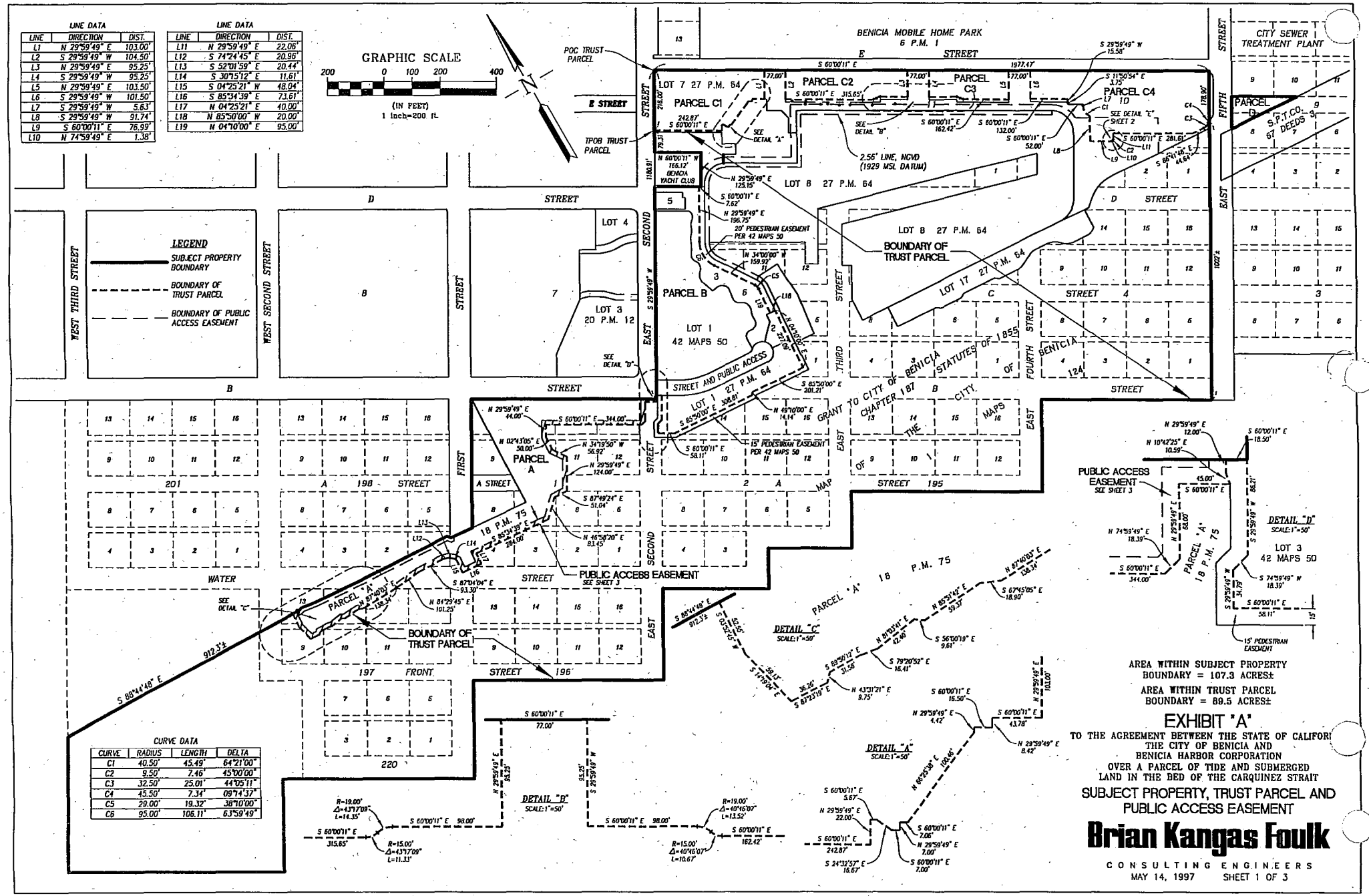
23. Purpose to Perfect Title. 18

24. Allocation of Costs and Expenses. 18

25. Effective Date. 19

26. Effect of a Judicial Finding of Invalidity. 19

27. Severability. 19


LINE DATA
LINE | DIRECTION | DIST.
L1 | N 29°59'49" E | 103.00'
L2 | S 29°59'49" W | 104.50'
L3 | N 29°59'49" E | 95.25'
L4 | S 29°59'49" W | 95.25'
L5 | N 29°59'49" E | 103.50'
L6 | S 29°59'49" W | 101.50'
L7 | S 29°59'49" W | 5.63'
L8 | S 29°59'49" W | 91.74'
L9 | S 60°00'11" E | 76.99'
L10 | N 74°59'49" E | 1.38'
LINE DATA
LINE | DIRECTION | DIST.
L11 | N 29°59'49" E | 22.06'
L12 | S 74°24'45" E | 20.96'
L13 | S 52°01'59" E | 20.44'
L14 | S 30°15'12" E | 11.61'
L15 | S 04°25'21" W | 48.04'
L16 | S 85°34'39" E | 73.61'
L17 | N 04°25'21" E | 40.00'
L18 | N 85°50'00" W | 20.00'
L19 | N 04°10'00" E | 95.00'
GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch=200 ft.
N
LEGEND
SUBJECT PROPERTY BOUNDARY
BOUNDARY OF TRUST PARCEL
BOUNDARY OF PUBLIC ACCESS EASEMENT
POC TRUST PARCEL
TPOB TRUST PARCEL
BENICIA MOBILE HOME PARK
6 P.M. 1
E STREET
CITY SEWER TREATMENT PLANT
S.P.T.CO.
67 DEEDS 3
LOT 7 27 P.M. 64
PARCEL C1
PARCEL C2
PARCEL C3
PARCEL C4
LOT 8 27 P.M. 64
LOT 17 27 P.M. 64
BOUNDARY OF TRUST PARCEL
2.56' LINE, NGVD (1929 MSL DATUM)
BENICIA YACHT CLUB
20' PEDESTRIAN EASEMENT PER 42 MAPS 50
PARCEL B
LOT 1 42 MAPS 50
LOT 4
LOT 3 20 P.M. 12
STREET AND PUBLIC ACCESS
GRANT TO CITY OF BENICIA BY STATUTES OF 1855 CHAPTER 187
PARCEL A
15' PEDESTRIAN EASEMENT PER 42 MAPS 50
PUBLIC ACCESS EASEMENT SEE SHEET 3
PARCEL "A" 18 P.M. 75
BOUNDARY OF TRUST PARCEL
912.3'±
S 88°44'48" E
DETAIL "A" SCALE:1"=50'
DETAIL "B" SCALE:1"=50'
DETAIL "C" SCALE:1"=50'
DETAIL "D" SCALE:1"=50'
LOT 3 42 MAPS 50
15' PEDESTRIAN EASEMENT
CURVE DATA
CURVE | RADIUS | LENGTH | DELTA
C1 | 40.50' | 45.49' | 64°21'00"
C2 | 9.50' | 7.46' | 45°00'00"
C3 | 32.50' | 25.01' | 44°05'11"
C4 | 45.50' | 7.34' | 09°14'37"
C5 | 29.00' | 19.32' | 38°10'00"
C6 | 95.00' | 106.11' | 63°59'49"
AREA WITHIN SUBJECT PROPERTY BOUNDARY = 107.3 ACRES±
AREA WITHIN TRUST PARCEL BOUNDARY = 89.5 ACRES±
EXHIBIT "A"
TO THE AGREEMENT BETWEEN THE STATE OF CALIFORNIA THE CITY OF BENICIA AND BENICIA HARBOR CORPORATION OVER A PARCEL OF TIDE AND SUBMERGED LAND IN THE BED OF THE CARQUINEZ STRAIT
SUBJECT PROPERTY, TRUST PARCEL AND PUBLIC ACCESS EASEMENT
Brian Kangas Foulk
CONSULTING ENGINEERS
MAY 14, 1997 SHEET 1 OF 3

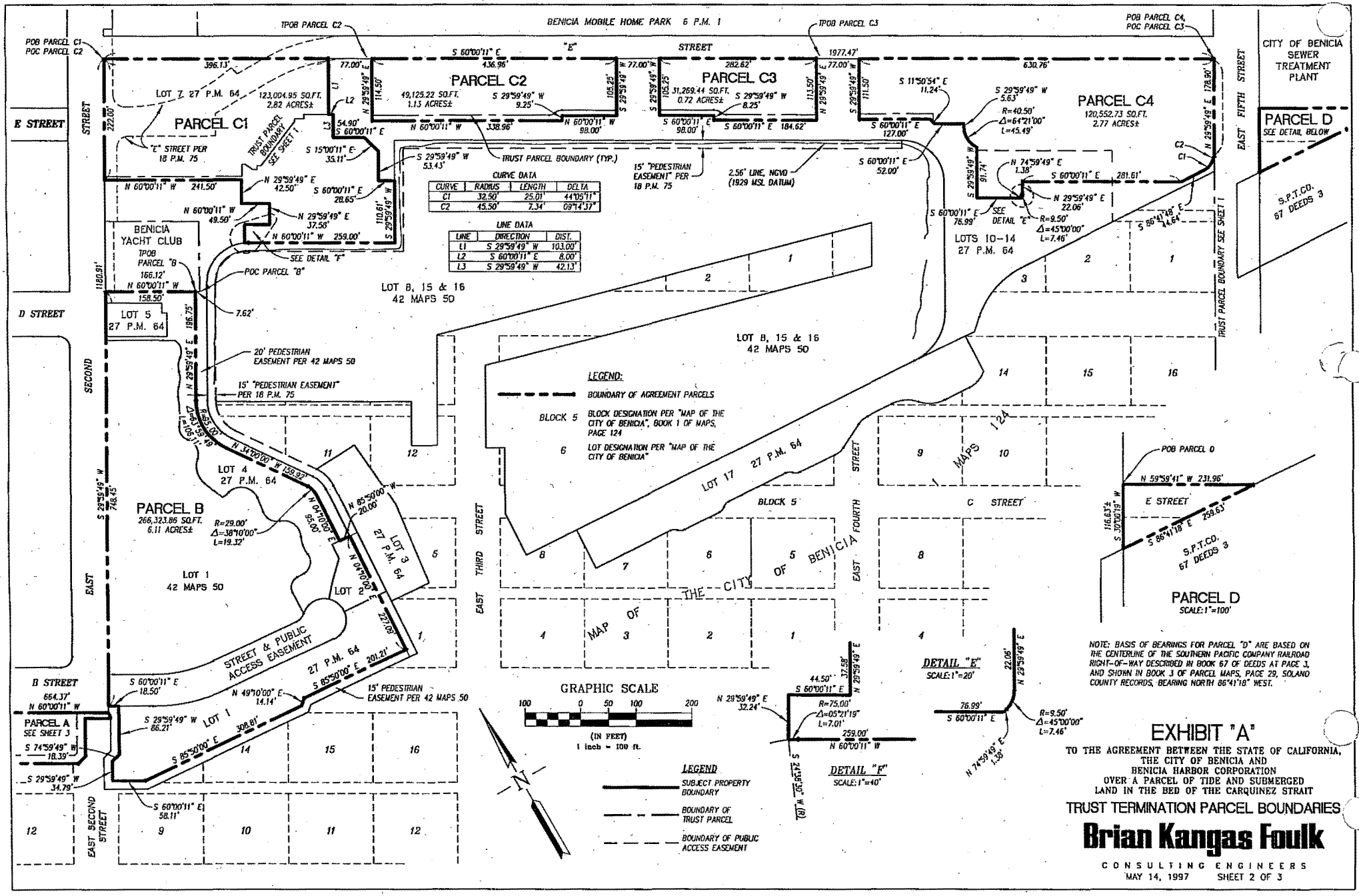


EXHIBIT "A"

TO THE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, THE CITY OF BENICIA AND BENICIA HARBOR CORPORATION OVER A PARCEL OF TIDE AND SUBMERGED LAND IN THE BED OF THE CARQUINEZ STRAIT

TRUST TERMINATION PARCEL BOUNDARIES

Brian Kangas Foulk

CONSULTING ENGINEERS

MAY 14, 1997 SHEET 2 OF 3

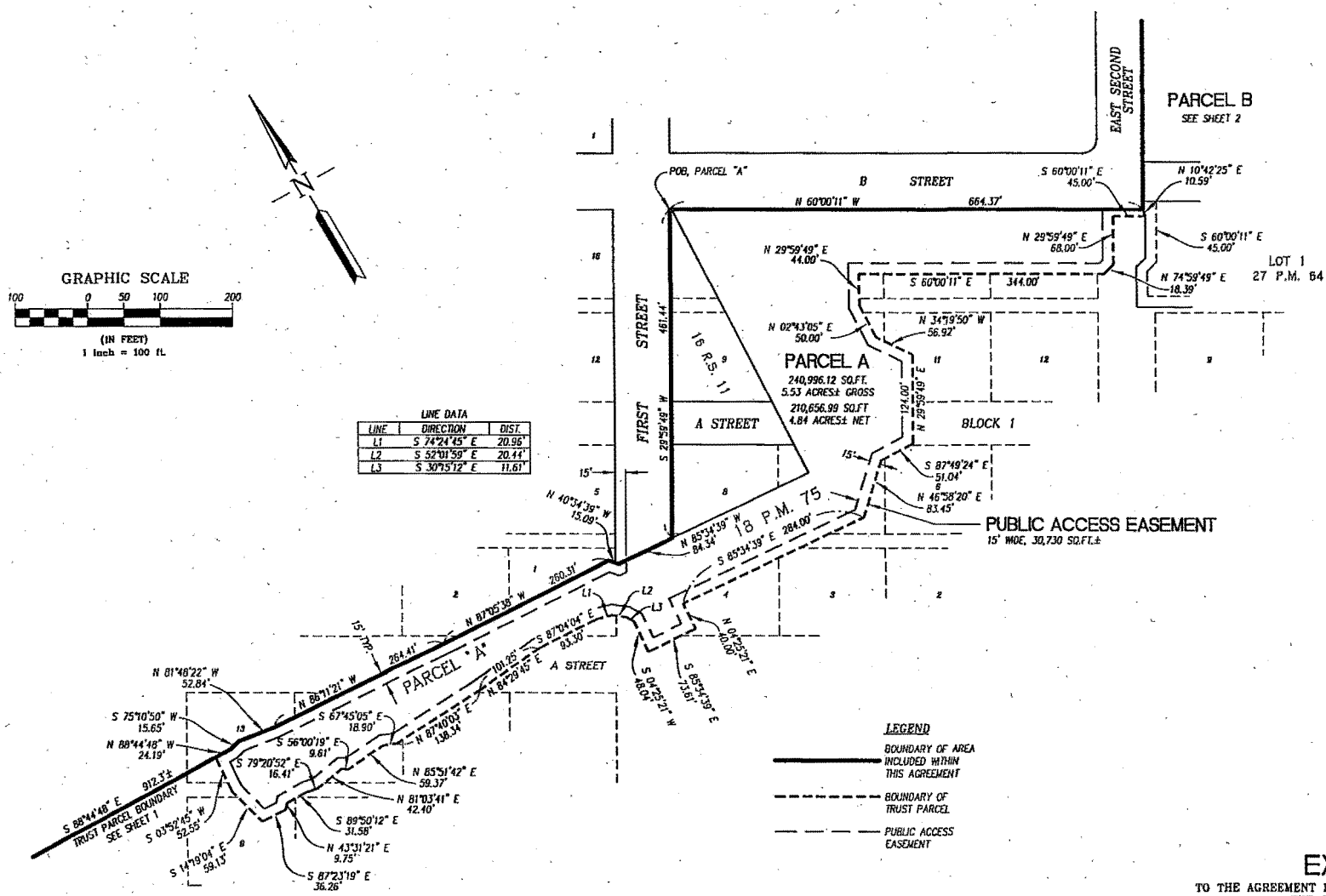


EXHIBIT "A"

TO THE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, THE CITY OF BENICIA AND BENICIA HARBOR CORPORATION OVER A PARCEL OF TIDE AND SUBMERGED LAND IN THE BED OF THE CARQUINEZ STRAIT

AGREEMENT PARCEL BOUNDARY

Brian Kangas Foulk

CONSULTING ENGINEERS

MAY 14, 1997 SHEET 3 OF 3

LAND DESCRIPTION

SUBJECT PROPERTY

Two parcels of land in the City of Benicia Solano County, California, said parcels being more particularly described as follows:

Parcel 1

BEGINNING at the most southerly corner of the parcel shown as "Benicia Yacht Club", on that map entitled, "Benicia Marina - Phase 1 for Condominium Purposes", filed for record on December 29th, 1982, in Book 42 of maps, page 50, Solano County Records (SD 42-50); thence along the southwesterly boundary of "Benicia Yacht Club", North 60° 00' 11" West, 166.12 feet, to the easterly line of East Second Street, as said line is shown on said SD 42-50; thence leaving said southwesterly boundary, along said easterly line, South 29° 59' 49" West, 760.45 feet, more or less to the southerly line of B Street, shown on that map entitled "Parcel Map of the Benicia Marina", filed for record on August 14th, 1979, in Book 18 of parcel maps, page 75, Solano County Records (PM 18-75); thence along said southerly line, North 60° 00' 11" West, 664.49 feet, to the intersection with the easterly line of East First Street, shown on said PM18-75, and also shown on that map filed for record on January 14th, 1982, in Book 16 of surveys, page 11, (16RS11); thence leaving said southerly line, and along said easterly line of East First Street, shown on said 16RS11, South 29° 59' 49" West, 461.52 feet, to the northerly boundary of "Parcel A", shown on said (PM 18-75); thence along said boundary of "Parcel A", North 85° 34' 39" West, 84.20 feet; thence North 40° 34' 39" West, 15.09 feet; thence North 87° 05' 38" West, 260.31 feet; thence North 86° 11' 21" West, 264.41 feet; thence North 81° 48' 22" West, 52.84 feet; thence South 75° 10' 50" West, 15.65 feet; thence North 88° 44' 48" West, 24.19 feet; thence leaving said boundary of "Parcel A", North 88° 44' 48" West, 911.77 feet, more or less, to the westerly line of West Third Street defined in the "Grant to the City of Benicia" Chapter 187, Statutes 1855 as amended; thence easterly along said grant boundary to the westerly line of East Fifth Street; thence leaving said grant boundary, northerly along the westerly line of East Fifth Street 1180.91 feet, more or less, to the easterly corner of "Lot 12", shown on that map entitled, "Parcel Map Marina Basin Subleasing", filed for record on January 22nd, 1985, in Book 27 of maps, page 64, (27PM64); thence northwesterly along the northeasterly boundary of Lot's 12, 11, 10, 9 and 7, shown on said 27PM64, North 60° 00' 11" West, 1977.47 feet, to the easterly line of East Second Street, being also the most northerly corner of said "Lot 7", shown on said 27PM64; thence southerly along said easterly line of East Second Street, South 29° 59' 49" West, 295.31 feet; thence leaving said easterly line,

LAND DESCRIPTION

South 60° 00' 11" East, 166.12 feet; thence South 29° 59' 49" West, 125.15 feet to the point of beginning.

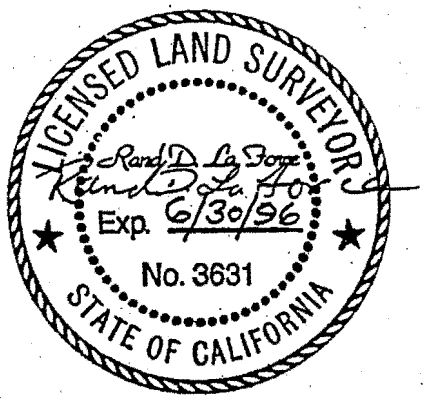
BASIS OF BEARINGS of Parcel 1
Bearings are based on the centerline of East Second Street, shown in Book 27 of Maps, page 64, Solano County Records, Bearing North 29° 59' 49" East.

Parcel 2

BEGINNING at the northeasterly corner of the intersection of, East Fifth Street and "E" Street, shown on that map filed for record on, May 15th, 1986, in Book 18 of surveys, page 9, (18RS09); thence southerly along the easterly line of East Fifth Street, South 30°-00' 19" West 116.63 feet, to the northerly right-of-way line of the Southern Pacific Co., shown on said 18RS09; thence along said northerly right-of-way, South 86° 41' 18" East, 259.63 feet; thence leaving said northerly right-of-way, North 59° 59' 41" West, 231.96 feet, to the point of beginning.

BASIS OF BEARINGS of Parcel 2
Bearings are based on the centerline of the Southern Pacific Co. Railroad R/W, shown in Book 67 of Maps, page 3 of Deeds, and shown in Book 3 of parcel maps, page 29 Solano County Records, Bearing North 86° 41' 18" West.

END OF DESCRIPTION



PREPARED BY OR UNDER THE DIRECTION OF
RAND L A FORCE, SENIOR BOUNDARY DETERMINATION OFFICER
CALIFORNIA STATE LANDS COMMISSION
MAY 23, 1995

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
FOR PARCELS
"A", "B", "C1", "C2", "C3", "C4" AND "D"
(Sovereign Exchange)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. _____ in the Official Records of the County of Solano on _____, 1997. This patent is issued pursuant to the terms of the Agreement.

NOW, THEREFORE, the STATE remises, releases, assigns and forever quitclaims to the City of Benicia any and all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described below:

TRUST TERMINATION PARCELS "A", "B", "C1", "C2", "C3", "C4" AND "D"

Seven parcels of land in the City of Benicia, County of Solano, State of California, said parcels being described as follows:

EXHIBIT "C"

PARCEL "A"

A portion of "A" Street, also a portion of Lots 4, 7, 8, 9, and 13, and a portion of the Alley connected thereto in Block 1, as said Block, Lots and Alleys are shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple" dated 1847 and filed for record in the Office of the Recorder of Solano County on April 21, 1874; and "Parcel A", as it is shown on that map entitled "Parcel Map of the Benicia Marina", filed for record on August 14th, 1979 in Book 18 of Parcel Maps at Page 75, records of said County; being more particularly described as follows:

BEGINNINGat the intersection of the southerly line of "B" Street with the easterly line of First Street shown on that map filed for record on January 14, 1982 in Book 16 of Surveys, Page 11, records of said County; thence southerly along said easterly line of First Street South 29°59'49" West, 461.44 feet to the northerly boundary of said "Parcel A", thence along said boundary of "Parcel A" North 85°34'39" West, 84.34 feet; thence North 40°34'39" West, 15.09 feet; thence North 87°05'38" West, 260.31 feet; thence North 86°11'21" West, 264.41 feet; thence North 81°48'22" West, 52.84 feet; thence South 75°10'50" West, 15.65 feet; thence North 88°44'48" West, 24.19 feet; thence South 03°52'45" West, 52.55 feet; thence South 14°19'04" East, 59.13 feet; thence South 87°23'19" East, 36.26 feet; thence North 43°31'21" East, 9.75 feet; thence South 89°50'12" East, 31.58 feet; thence South 79°20'52" East, 16.41 feet; thence North 81°03'41" East, 42.40 feet; thence South 56°00'19" East, 9.61 feet; thence North 85°51'42" East, 59.37 feet; thence South 67°45'05" East, 18.90 feet; thence North 87°40'03" East, 138.34 feet; thence North 84°29'45" East, 101.25 feet; thence South 87°04'04" East, 93.30 feet; thence South 74°24'45" East, 20.96 feet; thence South 52°01'59" East, 20.44 feet; thence South 30°15'12" East, 11.61 feet; thence South 04°25'21" West, 48.04 feet; thence South 85°34'39" East, 73.61 feet; thence North 04°25'21" East, 40.00 feet; thence South 85°34'39" East, 284.00 feet; thence North 46°58'20" East, 83.45 feet; thence South 87°49'24" East, 51.04 feet; thence North 29°59'49" East, 124.00 feet; thence North 34°19'50" West, 56.92 feet; thence North 02°43'05" East, 50.00 feet; thence North 29°59'49" East, 44.00 feet; thence South 60°00'11" East, 344.00 feet; thence North 74°59'49" East, 18.39 feet; thence North 29°59'49" East, 68.00 feet; thence South 60°00'11" East, 45.00 feet more or less, to the northwesterly boundary of "Lot 1", shown on that map entitled "Parcel Map Marina Basin Subleasing", filed for record on January 22, 1985 in Book 27 of Parcel Maps at Page 64, records of said County; thence along said northwesterly boundary of said "Lot 1" North 10°42'25" East 10.59 feet more or less to the said southerly line of "B" Street; thence along said line North 60°00'11" West 664.37 feet more or less to the POINT OF BEGINNING.

Containing 5.53 acres, more or less.

End of Description

EXHIBIT "C"

PARCEL "B"

Lot 1, as said Lot is shown on the map entitled "Benicia Marina - Phase I for Condominium Purposes" filed for record on December 29, 1982 in Book 42 of Maps at Page 50, Solano County Records, and Lots 2 and 5 and a portion of Lots 1 and 4 of that map entitled "Parcel Map Marina Basin Subleasing", filed for record on January 22, 1985 in Book 27 of Parcel Maps at Page 64, more particularly described as follows:

COMMENCING at the most southerly corner of the parcel shown as "Benicia Yacht Club", on that map entitled "Benicia Marina - Phase I for Condominium Purposes", thence along the southwesterly boundary of said "Benicia Yacht Club" North 60°00'11" West, 7.62 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said southwesterly boundary line North 60°00'11" West, 158.50 feet, to the southeasterly line of East Second Street as said line is shown on said Map; thence leaving said southwesterly boundary, along said southeasterly line, South 29°59'49" West, 748.45 feet to the most landward line of a "15 foot pedestrian easement" shown on that map entitled "Parcel Map Marina Basin Subleasing"; thence along the most landward line of said "15 foot pedestrian easement" South 60°00'11" East, 18.50 feet; thence South 29°59'49" West, 86.21 feet; thence South 74°59'49" West, 18.39 feet; thence South 29°59'49" West, 34.79 feet; thence South 60°00'11" East, 58.11 feet; thence South 85°50'00" East, 308.81 feet; thence North 49°10'00" East, 14.14 feet; thence South 85°50'00" East, 201.21 feet; thence North 04°10'00" East, 227.09 feet to the common boundary line between "Lot 2" and "Lot 4" shown on said Parcel Map; thence along said common boundary line, North 85°50'00" West, 20.00 feet to the most landward line of a "20 foot pedestrian easement" shown on said Parcel Map; thence along said most landward line of said "20 foot pedestrian easement" North 04°10'00" East, 95.00 feet; thence northerly along a curve concave to the west, having a radius of 29.00 feet, through a central angle of 38°10'00", an arc length of 19.32 feet; thence North 34°00'00" West, 159.92 feet; thence northerly along a curve concave to the east, having a radius of 95.00 feet, through a central angle of 63°59'49", an arc length of 106.11 feet; thence North 29°59'49" East, 196.75 feet to the POINT OF BEGINNING.

Containing 6.11 acres, more or less.

End of Description

EXHIBIT "C"

PARCEL "C1"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lot 7 as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 7; thence along the northeast line of said Lot, which is the southwesterly line of "E" Street, South 60°00'11" East, 396.13 feet; thence leaving said northeast line South 29°59'49" West, 103.00 feet; thence South 60°00'11" East, 8.00 feet; thence South 29°59'49" West, 42.13 feet; thence South 60°00'11" East, 54.90 feet; thence South 15°00'11" East, 35.11 feet; thence South 29°59'49" West, 53.43 feet; thence South 60°00'11" East, 28.65 feet to the northerly line of Lot 8 as it is shown on said map; thence along said northerly line South 29°59'49" West, 110.61 feet; thence North 60°00'11" West, 259.00 feet to a tangent curve to the left having a radius of 75.00 feet; thence along the arc of said curve a distance of 7.01 feet through a central angle of 05°21'19"; thence leaving said northerly line North 29°59'49" East, 32.24 feet; thence South 60°00'11" East, 44.50 feet; thence North 29°59'49" East, 37.58 feet; thence North 60°00'11" West, 49.50 feet; thence North 29°59'49" East, 42.50 feet; thence North 60°00'11" West, 241.50 feet to the northwest line of said Lot, which is the southeast line of East Second Street; thence along said line North 29°59'49" East, 222.00 feet to the POINT OF BEGINNING.

Containing 123,004.95 square feet, more or less.

End of Description

PARCEL "C2"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 7, 9 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 7; thence along northeast line of said Lot, which is the southwesterly line of "E" Street South 60°00'11" East, 473.13 feet to the TRUE POINT OF BEGINNING of this description; thence continuing along said northeast line South 60°00'11" East, 436.96 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence North 60°00'11" West, 98.00 feet; thence South 29°59'49" West, 9.25 feet; thence North 60°00'11" West, 338.96 feet; thence North 29°59'49" East, 114.50 feet to said northeast line, being the TRUE POINT OF BEGINNING of this description.

Containing 49,125.22 square feet, more or less.

End of Description

EXHIBIT "C"

PARCEL C3

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 10 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northeast corner of Lot 12 as it is shown on said map; thence along northeast line of said Lots, which is the southwesterly line of "E" Street North 60°00'11" West, 707.76 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said northeast line, North 60°00'11" West, 282.62 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence South 60°00'11" East, 98.00 feet; thence South 29°59'49" West, 8.25 feet; thence South 60°00'11" East, 184.62 feet; thence North 29°59'49" East, 113.50 feet to said northeast line, being the TRUE POINT OF BEGINNING of this description.

Containing 31,269.44 square feet, more or less.

End of Description

PARCEL "C4"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 11, 12, 13 and 14 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12; thence along northeast line of said Lots, which is the southerly line of "E" Street North 60°00'11" West, 630.76 feet; thence leaving said line South 29°59'49" West, 111.50 feet; thence South 60°00'11" East 127.00 feet; thence South 11°50'54" East, 11.24 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of reverse curvature with a curve having a radius of 45.50 feet; thence along the arc of said curve to the right a distance of 7.34 feet through a central angle of 09°14'37" to the southeasterly line of said Lot 12, which is the northwesterly line of East Fifth Street as shown on said map; thence along said southeasterly line North 29°59'49" East, 178.90 feet to the POINT OF BEGINNING.

Containing 120,552.73 square feet, more or less.

End of Description

EXHIBIT "C"

PARCEL "D"

A portion of "E" Street, and a portion of Lot 8 in Block 9 as said Lot and Block are shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple" dated 1847 and filed for record in the Office of the Recorder of Solano County on April 21, 1874; being more particularly described as follows:

BEGINNING at the northeasterly corner of the intersection of East Fifth Street and "E" Street shown on the map filed for record on May 15, 1986 in Book 18 of Surveys at Page 9, Solano County Records; thence southerly along the east line of East Fifth Street South 30°00'19" West, 116.63 feet more or less to the northerly line of the 150 foot wide Right-of-Way of the Southern Pacific Company as shown on said map; thence along said northerly line South 86°41'18" East, 259.63 feet; thence leaving said northerly line North 59°59'41" West, 231.96 feet to the POINT OF BEGINNING.

End of Description

BASIS OF BEARINGS for Parcel "D":

Bearings are based on the centerline of the Southern Pacific Railroad Company Right-of-Way, described in Book 67 of Deeds at Page 3, Solano County Records, and as shown on the map filed for record February 28, 1969 in Book 3 of Parcel Maps at Page 29, Solano County Records, bearing North 86°41'18" West.

The State Lands Commission has found and declared that the above described TRUST TERMINATION PARCELS "A", "B", "C1", "C2", "C3", "C4" and "D" have been reclaimed and removed from the public channels and are no longer available or useful or susceptible of being used for water-dependent commerce, navigation and fisheries, and that they are no longer in fact tidelands or submerged land. The TRUST TERMINATION PARCELS are hereby forever freed from the public trust for commerce, navigation and fisheries.

The descriptions above were written by me March 19, 1997.

Steven H. Pepper, L.S. 7110
License Expires: 12/31/98

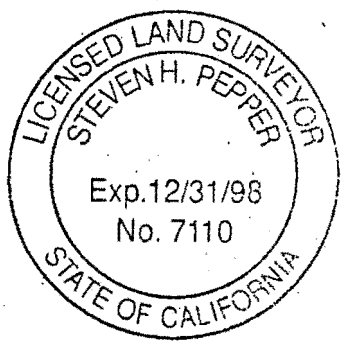


EXHIBIT "C"

This Sovereign Lands Patent and Trust Termination shall become effective upon its recordation in the Official Records of the County of Solano.

IN TESTIMONY WHEREOF, I, PETE WILSON, 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 _____ day of _____, in the year of our Lord one thousand nine hundred and _____.

_____
Governor

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

EXHIBIT "C"

and between the City of Benicia and Kaufman and Broad of Northern California, Inc.

(3) Benicia Harbor Corporation shall deposit the following documents into escrow:

(a) A certified copy of a resolution of the Board of Directors evidencing the directors' approval of this Agreement and the authorization that the Agreement be executed on the Corporation's behalf.

(b) This Agreement, duly and properly executed by Benicia Harbor Corporation.

(4) Kaufman and Broad of Northern California, Inc. shall deposit into escrow the following:

(a) A certified copy of a resolution of the Board of Directors evidencing the directors' approval of this Agreement and the authorization that the Agreement be executed on the corporation's behalf.

(b) This Agreement, duly and properly executed by Kaufman and Broad of Northern California, Inc.

22. Close of Escrow and Recordation.

Upon its receipt of all documents described in paragraph 21, Escrow Agent shall notify the Parties of its intention to close escrow, and shall set a date certain for such closing forthwith. On the date set for the close of escrow, Escrow Agent shall record the following documents in the Office of the County Recorder for the County of Solano, California, in the order specified:

a. This Agreement.

b. The quitclaim from Benicia to the State as provided in Paragraph 3, above.

c. The patent from the State to Benicia and others as their interests may appear of record at the close of escrow, as provided in Paragraph 1, above.

d. The patent from the State to Benicia as provided in Paragraph 4, above.

e. The deed of easement for the PUBLIC-ACCESS EASEMENT as provided in Paragraph 7, above.

f. First Amendment to the Restated and Amended Benicia Marina Lease Agreement (Marina Lease).

g. Second Amendment to Restated and Amended Benicia Marina Lease Agreement, (Phase II Condominium Parcel).

23. Purpose to Perfect Title.

This Agreement is entered into solely for the purpose of perfecting title to lands within the SUBJECT PARCEL, and accordingly, for tax assessment purposes, the quitclaims and patents contemplated hereby do not involve a change of ownership pursuant to section 62 (b) of the California Revenue and Tax Code.

24. Allocation of Costs and Expenses.

The expenses and fees of escrow incurred by Escrow Agent, including those associated with recordation of this Agreement and other documents necessary to effectuate this Agreement, shall be borne by Benicia. All other fees, costs, and expenses of any attorney, engineer, or other person employed or retained by a party in connection with the transaction underlying this Agreement shall be borne by that party.

25. Effective Date.

This Agreement shall become effective upon its execution by all Parties, and the conveyances contemplated hereby shall become effective only upon their execution and recordation, which recordation must occur by ~~November 30, 1997~~ June 30, 1999, provided, that if such recordation does not occur by the date specified, then this Agreement shall no longer be effective for any purpose.

26. Effect of a Judicial Finding of Invalidity.

Should any party seek judicial confirmation of the validity of this Agreement pursuant to Paragraph 9 and should a court of competent jurisdiction enter a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it are invalid, the Parties hereto agree that the Agreement shall no longer be effective for any purpose, and that the parties shall reconvey to their respective grantors under this Agreement each and every interest conveyed as a result of this Agreement so as to return the parties to the position they were in prior to the execution of this Agreement.

27. Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, paragraph 26 of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below:

APPROVALS AS TO FORM

COUNSEL FOR
STATE OF CALIFORNIA:

DANIEL E. LUNGREN
Attorney General of California

Dated: NOVEMBER 14, 1997

By: _____
DENNIS M. EAGAN
Deputy Attorney General

COUNSEL FOR
CITY OF BENICIA:

CITY OF BENICIA

Dated: 7/15, 1997

By: _____
HEATHER C. McLAUGHLIN
City Attorney

WASHBURN, BRISCOE & McCARTHY
A Professional Corporation

Dated: _____, 1997

By: _____
ANNE E. MUDGE
Attorney at Law

COUNSEL FOR
BENICIA HARBOR CORPORATION:

BENICIA HARBOR CORPORATION

Dated: _____, 1997

By: _____
ALBERT M. LAVEZZO

APPROVALS AS TO FORM

COUNSEL FOR
STATE OF CALIFORNIA:

DANIEL E. LUNGREN
Attorney General of California

Dated: _____, 1997

By: _____
DENNIS M. EAGAN
Deputy Attorney General

COUNSEL FOR
CITY OF BENICIA:

CITY OF BENICIA

Dated: _____, 1997

By: _____
HEATHER C. McLAUGHLIN
City Attorney

WASHBURN, BRISCOE & McCARTHY
A Professional Corporation

Dated: July 10, 1997

By: Anne E. Mudge
ANNE E. MUDGE
Attorney at Law

COUNSEL FOR
BENICIA HARBOR CORPORATION:

BENICIA HARBOR CORPORATION

Dated: _____, 1997

By: _____
ALBERT M. LAVEZZO

APPROVALS AS TO FORM

COUNSEL FOR
STATE OF CALIFORNIA:

DANIEL E. LUNGREN
Attorney General of California

Dated: _____, 1997

By: _____
DENNIS M. EAGAN
Deputy Attorney General

COUNSEL FOR
CITY OF BENICIA:

CITY OF BENICIA

Dated: _____, 1997

By: _____
HEATHER C. McLAUGHLIN
City Attorney

WASHBURN, BRISCOE & McCARTHY
A Professional Corporation

Dated: _____, 1997

By: _____
ANNE E. MUDGE
Attorney at Law

COUNSEL FOR
BENICIA HARBOR CORPORATION:

BENICIA HARBOR CORPORATION

Dated: 7/23, 1997

By: _____
ALBERT M. LAVEZZO

COUNSEL FOR
KAUFMAN AND BROAD OF
NORTHERN CALIFORNIA, INC.:

KAUFMAN AND BROAD OF
NORTHERN CALIFORNIA, INC.
A California Corporation

Dated: July 14, 1997

By: John B Bertero II
JOHN B. BERTERO
Vice President
Northern California Legal Affairs
Kaufman and Broad Home Corporation

EXECUTION

BY THE STATE OF CALIFORNIA

Dated: Nov. 18, 1997

STATE LANDS COMMISSION

By: Robert C. Hight
ROBERT C. HIGHT, Executive Officer

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

On November 18, 1997 before me, Sharon Shaw, Notary Public, personally appeared ROBERT C. HIGHT, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity on behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

SHARON SHAW
Commission # 1132571
Notary Public — California
Sacramento County
My Comm. Expires Apr 28, 2001

Sharon Shaw
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento

On November 18, 1997 (Date) before me, Sharon Shaw, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Robert C. Night (Name(s) of Signer(s))

☑ personally known to me – **OR** – ☐ 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.

SHARON SHAW
Commission # 1132571
Notary Public — California
Sacramento County
My Comm. Expires Apr 28, 2001

WITNESS my hand and official seal.

Sharon Shaw
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

_____

_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

_____

_____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1995 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

NOTARY SEAL DECLARATION

Pursuant to Govt. Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this declaration is attached reads as follows:

NAME OF NOTARY: Lois E. Henderson

COUNTY: Solano County

DATE COMMISSION EXPIRES: August 13, 1997

Dated: February 2, 1999 at Fairfield, California

Signature: _____

EXECUTION

BY THE CITY OF BENICIA

Dated: 7/15, 1997

CITY OF BENICIA

By: Jerry Hayes
JERRY HAYES, Mayor

STATE OF CALIFORNIA

COUNTY OF SOLANO

On this 15th day of July, 1997, before me, Lois E. Henderson, Notary Public, personally appeared JERRY HAYES, personally known to me (~~or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lois E. Henderson
Signature of Notary Public

LOIS E. HENDERSON
COMM. # 990822
Notary Public — California
SOLANO COUNTY
My Comm. Expires AUG 13, 1997

EXECUTION

BY BENICIA HARBOR CORPORATION

Dated: 7'23, 1997

BENICIA HARBOR CORPORATION

By: _____
JOHN ASH, President

STATE OF CALIFORNIA

COUNTY OF Solano

On this July 23, 1997, before me, Lois Landers, personally appeared JOHN ASH, personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

LOIS LANDERS
Comm. #1011323
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
Comm. Expires Dec. 12, 1997

Lois Landers
Signature of Notary Public

EXECUTION

BY KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC.

Dated: July 24, 1997

KAUFMAN AND BROAD OF NORTHERN CALIFORNIA, INC.
A California Corporation

By: _____
LISA KALMBACH, President

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

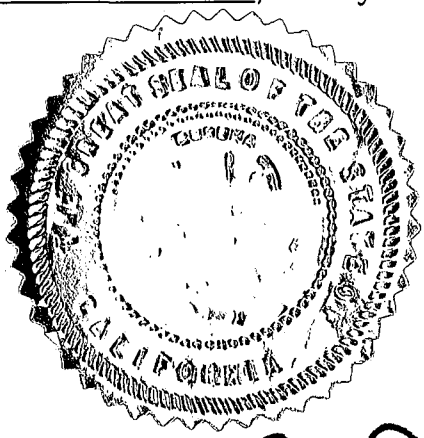
On this July 24, 1997, before me, GINA M. CURTIS Notary Public, personally appeared LISA KALMBACH, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

GINA M. CURTIS
Comm. #1088093
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
Comm. Exp. Feb 19, 2000

Gina M. Curtis
Signature of Notary Public

IN APPROVAL WHEREOF, I, PETE WILSON, 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 18th day of December, in the year of our Lord one thousand nine hundred and ninety-seven.



Pete Wilson

GOVERNOR
STATE OF CALIFORNIA

Attest: Bill Jones

SECRETARY OF STATE

By: Sandra Borucki

Deputy Secretary of State

5. Lessee's Acknowledgment of and Acceptance of Terms of Conveyance to Benicia.

By their respective execution of this Agreement, Benicia Harbor Corporation, the City of Benicia, and Kaufman and Broad of Northern California, Inc., and their respective successors and assigns, each acknowledge that their respective rights in those portions of the leased property under the EXISTING LEASE that lie within the TRUST PARCEL are subject to the tideland trust easement for commerce, navigation, fisheries, water-oriented recreation, and other recognized public trust purposes.

6. State Acknowledgment and Covenant Regarding Use of TRUST PARCEL Under Terms of EXISTING LEASE.

The State acknowledges that the uses of the TRUST PARCEL contemplated and allowed under the terms of the EXISTING LEASE, as located, approved and conditioned by the BCDC PERMIT and FINAL MAP, are consistent with the tideland trust, and covenants for the term of the MARINA PARCEL LEASE with respect to the MARINA PARCEL, and for sixty-six (66) years with respect to the PHASE II CONDOMINIUMS PARCEL, not to seek to exercise public trust rights in any manner inconsistent with the rights of the lessees, owners, or their successors or assignees, so long as the MARINA PARCEL is being used in compliance with the terms of the MARINA PARCEL LEASE and the PHASE II CONDOMINIUMS PARCEL is being used in compliance with the PHASE II CONDOMINIUMS PARCEL LEASE, the BCDC PERMIT and the FINAL MAP.

7. Benicia Grant of PUBLIC-ACCESS EASEMENT.

Benicia will grant to the State the PUBLIC-ACCESS EASEMENT, fifteen feet in width, along the waterward edge of TRUST TERMINATION PARCEL "A," shown as Parcel C-2 on that certain Parcel Map recorded in Book 18, at page 75, Portion of Parcel A,

Parcel Maps, Solano County, by deed of easement in the form attached to this Agreement as **Exhibit E**. The PUBLIC-ACCESS EASEMENT will be held by the State subject to the tideland trust easement for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust uses. The Parties contemplate that, when TRUST TERMINATION PARCEL "A" is ultimately approved for development, BCDC, pursuant to sections 66632 and 66632.4 of the Government Code, will require dedication of a public access area along the shoreline, either by deed restriction or formal offer of dedication. When that occurs, the land so made subject to the BCDC condition will be substituted for the land described in **Exhibit E** as the subject of the easement contemplated by this paragraph. At that time, the State will quitclaim the PUBLIC ACCESS EASEMENT to Benicia, and Benicia or its assigns will convey an easement to the State for the area required by BCDC for public access. The Parties agree that the easement required by BCDC will be subject to Benicia's, or its assigns', right and obligation to construct and maintain any public access improvements required by BCDC in the easement area as conditions of development.

8. Acceptance of Conveyances and Consent to Recording.

By their execution of this Agreement, the Parties agree to accept the title conveyances provided for herein and to consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

9. Judicial Confirmation of Validity of Settlement.

Either party may submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by judgment. A complaint to do so shall be filed not later than thirty (30) days from the date of Close of Escrow

referred to in Paragraph 22, or the right to such confirmation shall be deemed waived. All parties, and each of them, shall cooperate in obtaining such a confirmatory judgment.

10. No Appeal of Judgment.

Upon entry of any judgment confirming the validity of the settlement embodied in this Agreement, each party shall be deemed to have waived any right to appeal from the judgment.

11. Further Assurances.

The Parties shall perform all other acts, and execute, acknowledge and deliver all further conveyances and other instruments, that are authorized by law and that may be necessary to fully assure to the other parties all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges to be conveyed or provided for by this Agreement.

12. Execution Before a Notary Public.

All signatures of the Parties to this Agreement and all documents executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Office of the County Recorder of Solano County, California.

13. Counterparts.

This Agreement may be executed in any number of counterparts. Each executed counterpart shall have the same force and effect as an original 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 by the Escrow Agent designated in Paragraph 21 from any counterpart of this Agreement without impairing the efficacy of the Agreement, and may be

attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more other signature pages, for the purpose of creating an integrated document for recording.

14. Agreement for Compromise and Settlement.

It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling the respective disputed interests of the Parties in SUBJECT PROPERTY.

15. No Admission or Effect if Agreement Not Made Effective.

In the event the escrow provided for in this Agreement does not close, nothing in the Agreement shall constitute, nor be construed to be, an admission by any party hereto or evidence concerning the boundaries, physical character, or character of title to or interest in the SUBJECT PROPERTY.

16. No Effect on Other Lands.

The provisions of this Agreement shall not constitute, nor be construed as, an admission by any party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands other than the SUBJECT PROPERTY.

17. Agreement Binding on Heirs, Assigns, Et Cetera.

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.

18. Modifications.

No modification of this Agreement shall be valid unless it is in writing and signed by the Parties to this Agreement.

19. No Effect on Other Government Jurisdiction.

This Agreement has no effect on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

20. Headings.

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

21. Escrow.

a. The Parties have agreed to open an escrow account with First American Title Insurance Company ("Escrow Agent"). Any party may effect the opening of the escrow account by placing an order with the Escrow Agent, and shall notify the other parties promptly in writing.

b. Deposits by Parties:

(1) The State shall deposit the following documents into escrow:

(a) Certified copies of the minute items of the State Lands Commission public hearings of March 1, 1995, and February 12, 1997, showing the Commission's approval of this Agreement and the Commission's authorization that it and the conveyances provided for in Paragraphs 1 and 4, above, be executed on the Commission's behalf.

(b) This Agreement, duly and properly executed by the State.

(c) Written approval of the condition of title to the TRUST PARCEL as shown in a pro forma title insurance commitment.

(d) A fully executed patent to Benicia, and others as their interests may appear of record at the close of escrow, as provided in Paragraph 1, above, in the form attached as **Exhibit C**.

(e) A fully executed patent to Benicia of the TRUST PARCEL, as provided in Paragraph 4, above, in the form attached as **Exhibit F**.

(2) Benicia shall deposit the following documents into escrow:

(a) A certified copy of a resolution of the City Council evidencing the Council's approval of this Agreement and the Council's authorization that the Agreement and the conveyances provided for in it be executed on the Council's behalf.

(b) This Agreement, duly and properly executed by Benicia.

(c) A quitclaim to the State of the TRUST PARCEL, as provided in Paragraph 2, above, in the form attached as **Exhibit D**.

(d) A deed of easement for the PUBLIC-ACCESS EASEMENT, as provided in Paragraph 7, above, in the form attached as **Exhibit E**.

(e) A fully-executed copy of the SECOND AMENDMENT TO THE RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL) by and between the City of Benicia and the Benicia Harbor Corporation.

(f) A fully-executed copy of the SECOND AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL) by

EXHIBITS

Exhibit A Depiction of Subject Property, Trust Parcel and Trust Termination Parcels "A," "B," "C1," "C2," "C3," "C4" and "D" and Public Access Easement prepared by Brian Kangas Foulk dated May 14, 1997 (3 sheets)

Exhibit B Legal Description of Subject Property

Exhibit C State of California Patent and Trust Termination for Parcels "A," "B," "C1," "C2," "C3," "C4" and "D" [Sovereign Exchange]

Exhibit D Quitclaim Deed to State [Trust Parcel]

Exhibit E Deed of Easement of Public Access

Exhibit F State of California Patent and Reservation of Public Trust Easement [Trust Parcel]

INSTRUCTIONS TO THE COUNTY RECORDER
COUNTY OF SOLANO

This Agreement for the settlement of a title dispute between the City of Benicia and the State Lands Commission contains certain acknowledgments by the Parties of the existence of easements and covenants affecting real property described herein. Please index the acknowledgments and covenants in this Agreement in the following order:

GRANTOR	GRANTEE	NATURE OF INTEREST
Benicia Harbor Corporation, as Lessee	State of California by and through the State Lands Commission	Acknowledgment of existence of tideland trust easement over TRUST PARCEL (Paragraph 5, Page 11)
Kaufman and Broad of Northern California, Inc., as Lessee	State of California by and through the State Lands Commission	Acknowledgment of existence of tideland trust easement over TRUST PARCEL (Paragraph 5, Page 11)
City of Benicia	State of California by and through the State Lands Commission	Acknowledgment of existence of tideland trust easement over TRUST PARCEL (Paragraph 5, Page 11)
State of California by and through the State Lands Commission	Benicia Harbor Corporation, as Lessee	Acknowledgment of consistency of existing use with tideland trust and covenant not to exercise trust inconsistently during term of EXISTING LEASE (Paragraph 6, Page 11)
State of California by and through the State Lands Commission	Kaufman and Broad of Northern California, Inc., as Lessee	Acknowledgment of consistency of existing use with tideland trust and covenant not to exercise trust inconsistently during term of EXISTING LEASE (Paragraph 6, Page 11)
State of California by and through the State Lands Commission	City of Benicia	Acknowledgment of consistency of existing use with tideland trust and covenant not to exercise trust inconsistently during term of EXISTING LEASE (Paragraph 6, Page 11)

The parties to this agreement ("Agreement") are the City of Benicia, California ("Benicia"), the State of California, acting by and through its State Lands Commission ("State"), Benicia Harbor Corporation, and Kaufman and Broad of Northern California, Inc., collectively referred to in this Agreement as "the Parties."

RECITALS

A. This Agreement concerns land in the City of Benicia, Solano County, California referred to throughout this Agreement as the SUBJECT PROPERTY. The SUBJECT PROPERTY is depicted for reference purposes only in **Exhibit A** and it is described in **Exhibit B**. (All exhibits referred to in this Agreement are attached to it and incorporated by reference.) The SUBJECT PROPERTY comprises nine (9) smaller parcels of real property:

1. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "A," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

2. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "B," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

3. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "C1," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

4. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "C2," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

5. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "C3," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

6. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "C4," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**.

7. A parcel referred to throughout this Agreement as TRUST TERMINATION PARCEL "D," which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit C**. (These parcels "A," "B," "C1," "C2," "C3," "C4" and "D" are collectively referred to in this Agreement as the "TRUST TERMINATION PARCELS.")

8. A parcel referred to throughout this Agreement as the TRUST PARCEL, which is depicted for reference purposes only on **Exhibit A**, and which is described in **Exhibit D**.

9. A relocatable easement, being a portion of TRUST TERMINATION PARCEL "A," which is referred to throughout this Agreement as the PUBLIC-ACCESS EASEMENT. It is depicted for reference purposes only on **Exhibit A**, and is described in **Exhibit E**.

B. Upon its admission to the United States on September 9, 1850, the State of California, by virtue of its sovereignty, received in trust for the purposes of commerce, navigation, fisheries, water-oriented recreation, and other recognized public trust uses ("the tideland trust") title to tide and submerged lands within its boundaries. The term "tideland trust" will be used throughout the remainder of this Agreement to refer to the trust under which such lands are held by the State.

C. The Legislature, by chapter 187, Statutes of 1855, as amended, granted certain tide and submerged lands, and lands subject to overflow, out to a maximum depth of 18 feet at low tide in the Carquinez Strait, to the City of Benicia. The SUBJECT PROPERTY constitutes a portion of those granted lands.

D. By chapter 216, Statutes of 1867-68, the Legislature established a permanent waterfront line of Benicia in the waters of Carquinez Strait.

E. Benicia mapped and subdivided the granted lands into lots and streets, including those portions of the lands granted by the 1855 statute that were then covered by water.

F. Benicia conveyed certain lots within the granted lands to private parties. Other lots were never sold and remain in Benicia's ownership.

G. Benicia subsequently reacquired, in an exchange of lands, title to certain of the lots that it had previously sold, including much of the lands constituting the SUBJECT PROPERTY.

H. A dispute has arisen between the Parties concerning title to the SUBJECT PROPERTY.

I. After substantial title and legal research, the State contends (without agreement by Benicia as to the contentions or the facts stated in support of them):

1. That the lands granted to Benicia by chapter 187, Statutes of 1855, as amended, were not granted as part of an overall plan to improve public trust rights in the lands and water remaining, and that some or all of the lands remain subject to a public trust easement for purposes of the tideland trust.

2. That, even assuming that the granting legislation did embody a legitimate plan for promotion of tideland trust purposes, the plan was not timely

implemented and the tideland trust still exists over at least those portions of the lands that remain below the ordinary high water mark or that remain useful for tideland trust purposes.

3. That tide and submerged lands cannot be freed of the tideland trust unless and until they are actually reclaimed.

J. After substantial title and legal research, Benicia contends among other things (without agreement by the State as to the contentions or the facts stated in support of them):

1. That chapter 187 constituted a fee simple grant not subject to any express or implied reservation of a tideland trust easement for purposes of the tideland trust, as was held in *Shirley v. City of Benicia* (1897) 118 Cal. 344.

2. That even if the tideland trust easement was reserved in the 1855 grant, chapter 187, taken together with chapter 216, Statutes of 1867-68, operated to free the granted lands from the tideland trust easement.

3. That the lands granted to it by chapter 187, Statutes of 1855, as amended, are held in fee, and are not subject to the tideland trust easement, and that Benicia is and has been free to deal with said lands as it may deal with any other lands held in fee and not subject to the tideland trust easement.

K. Benicia and the State are each aware that continued maintenance by each party of its respective position is likely to lead to protracted, vigorously disputed and expensive litigation of uncertain outcome. The Parties consider it expedient, necessary and in their respective best interest, and in the best interest of the public, to resolve this title dispute by compromise settlement.

L. Pursuant to the provisions of Division 6 of the Public Resources Code, including Sections 6216, 6301, 6307, and 6357, the State Lands Commission is vested with all jurisdiction and authority as to ungranted tide and submerged lands held by the State in trust for the benefit of the people of the State.

M. The State is authorized by Division 6 of the Public Resources Code, including Section 6307, to exchange interests in real property held by the State by reason of its sovereignty for interests in other lands of equal or greater value. The State is also authorized to enter into boundary line agreements pursuant to section 6357.

N. The Parties, after analyzing their respective positions, have negotiated in good faith to reach a resolution of their conflicting contentions. The Parties have reached a compromise settlement which is embodied in this Agreement. The terms of the settlement are essentially the following:

1. The State will, by patent, quitclaim to Benicia and others as their interests may appear of record at the close of escrow, free of the tideland trust easement, all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in TRUST TERMINATION PARCELS "A," "B," "C1," "C2," "C3," "C4" and "D."

2. Benicia will quitclaim the TRUST PARCEL to the State, subject to certain existing lease rights in that parcel. Those rights are for shorthand purposes referred to throughout this Agreement as "the EXISTING LEASE." The EXISTING LEASE consists of rights created by the following documents:

(a) A lease entitled "RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL)," by and between the City of Benicia, a California municipal corporation, as Landlord, and

Southern California Federal Savings and Loan Association, as Tenant, dated April 22, 1990 ("MARINA PARCEL LEASE") (a memorandum of that lease, entitled "MEMORANDUM OF LEASE (MARINA PARCEL)" was recorded January 25, 1991 in the Office of the County Recorder of Solano County as Instrument No. 910005152). On or about December 12, 1990, the parties entered into a FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL). Subsequently, the RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL), together with the FIRST AMENDMENT thereto, was assigned from Southern California Federal Savings and Loan Association to the Benicia Harbor Corporation under a MEMORANDUM OF ASSIGNMENT, recorded October 30, 1992, as Instrument No. 92100663. The lease has or will be further amended by that "SECOND AMENDMENT TO RESTATED AND AMENDED MARINA LEASE AGREEMENT (MARINA PARCEL)," by and between the City of Benicia and Benicia Harbor Corporation, a copy of which amended lease shall be deposited into escrow in accordance with Paragraph 21 of this Agreement.

(b) A lease entitled "RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL)," by and between the City of Benicia, as Landlord, and Southern California Federal Savings and Loan Association, as Tenant, dated April 22, 1990, as amended by that "FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II

CONDOMINIUMS PARCEL)," dated December 12, 1990 ("PHASE II CONDOMINIUMS LEASE"); as assigned by Southern California Federal Savings and Loan Association to Kaufman and Broad of Northern California, Inc. by that MEMORANDUM OF ASSIGNMENT OF PHASE II MASTER LEASE; PHASE II OPTION TO PURCHASE; DEVELOPMENT AGREEMENT AND LICENSE AGREEMENT, recorded February 28, 1997, as Series No. 97-12445 in the Office of County Recorder of Solano County; as further amended by that "SECOND AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT" ("PHASE II CONDOMINIUMS PARCEL")," by and between the City of Benicia and Kaufman and Broad of Northern California, Inc. to be deposited into escrow in accordance with Paragraph 21 of this Agreement. Under this SECOND AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL)," Kaufman and Broad of Northern California, Inc., its successors and assigns, in accordance with SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION ("BCDC") Permit No. 5-77, as amended ("BCDC PERMIT"), recorded on May 22, 1997, as Instrument No. 97-31220, and in accordance with a FINAL SUBDIVISION MAP ("FINAL MAP") approved by the City of Benicia on March 18, 1997, and recorded on July 1, 1997 in Book 66 of Official Records of Solano County at pages 72-82, shall maintain public access to the Marina Green and shoreline walkway portions of the PHASE II CONDOMINIUMS PARCEL.

3. The State will in turn by patent quitclaim to Benicia, a municipal corporation, the TRUST PARCEL, reserving the public trust easement for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust purposes, and subject to the EXISTING LEASE.

4. Benicia will convey to the State the PUBLIC-ACCESS EASEMENT over a portion of TRUST TERMINATION PARCEL "A." The PUBLIC-ACCESS EASEMENT will be held by the State subject to the tideland trust easement and subject to future relocation, as described below.

5. The lessees of the EXISTING LEASE will agree that those portions of its leasehold that lie within the TRUST PARCEL are subject to the tideland trust easement.

6. The State will acknowledge that the uses of the TRUST PARCEL allowed by the EXISTING LEASE, as located, approved and conditioned by the FINAL MAP and BCDC PERMIT, are consistent with the tideland trust, and the State will covenant that for the term of the MARINA PARCEL LEASE and for the term of sixty-six (66) years for the PHASE II CONDOMINIUMS LEASE that it will not seek to exercise its tideland trust easement in any manner inconsistent with the rights set forth in the EXISTING LEASE.

NOW, THEREFORE, and in consideration of the foregoing, Benicia, Benicia Harbor Corporation, Kaufman and Broad of Northern California, Inc., and the State agree as follows:

1. State's Quitclaim of Interests in the TRUST TERMINATION PARCELS to Benicia.

The State will remise, release and quitclaim to Benicia, and others as their interests may appear of record, free of the tideland trust easement for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust purposes, all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in TRUST TERMINATION PARCEL "A," TRUST TERMINATION PARCEL "B," TRUST TERMINATION PARCEL "C1," TRUST TERMINATION PARCEL "C2," TRUST TERMINATION PARCEL "C3," TRUST TERMINATION PARCEL "C4" and TRUST TERMINATION PARCEL "D," by patent in the form attached as **Exhibit C**.

2. State Lands Commission Findings.

The State Lands Commission, effective upon recordation of this Agreement and the conveyances made pursuant to it, finds and declares that:

a. The TRUST TERMINATION PARCELS have been improved, filled and reclaimed; have been removed from the public channels; are not available or useful or susceptible of being used for commerce, navigation, fisheries, water-oriented recreation, or other recognized public trust purposes; are not in fact tide and submerged lands; and are free from the tideland trust easement for commerce, navigation, fisheries, water-oriented recreation, or other recognized public trust purposes. This Agreement will confirm in Benicia, as Trustee on behalf of the State, substantial public trust interests in the TRUST PARCEL which will safeguard public trust uses of the trust lands, which are of significant value for such uses.

b. This Agreement is in the best interests of the State for:

(1) The improvement of navigation;

(2) The enhancement of the configuration of the shoreline for the improvement of the water and the upland; and

(3) The protection, preservation, and enhancement of the tidelands and submerged lands and public access thereto pursuant to the tideland trust.

c. The conveyances provided for in this Agreement will not substantially interfere with the rights of fishing and navigation in San Francisco Bay or its tributaries;

d. The value of the claimed state interests in the TRUST TERMINATION PARCELS is less than or equal to the value of private interests in the TRUST PARCEL; and

e. This Agreement is in settlement of a title dispute and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11.

3. Benicia's Quitclaim of TRUST PARCEL to the State.

Benicia will remise, release and quitclaim to the State the TRUST PARCEL, subject to the EXISTING LEASE, by deed in the form attached as **Exhibit D**.

4. State's Quitclaim of TRUST PARCEL to Benicia.

The State will remise, release and quitclaim to Benicia, a municipal corporation, the TRUST PARCEL, reserving the tideland trust easement for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust uses, and also subject to the EXISTING LEASE, FINAL MAP and BCDC PERMIT by patent in the form attached as **Exhibit F**.

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

1999-00012705
Recorded By: 51 RecFee
STATE OF CALIFORNIA SurMon
NoPCOR
Official Records IncFee
County of Solano DTTax
Robert Blechschmidt Free $. 0
Assessor/Recorder OvrSht

12:51 17-FEB-99 AR21 7 Pgs

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

SPACE ABOVE THIS LINE FOR RECORDERS'S USE

DEED OF PUBLIC ACCESS EASEMENT TO STATE

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("STATE"), the City of Benicia, and Benicia Harbor Corporation, and recorded as Instrument No. 99-12701 in the Official Records of the County of Solano on February 17, 1999, /1996. This deed is issued pursuant to the terms of the Agreement.

NOW, THEREFORE, the CITY OF BENICIA, a municipal corporation ("Grantor") hereby grants to the STATE OF CALIFORNIA, acting by and through the State Lands Commission ("State"), a nonexclusive easement for public access on, over, and across the following described real property:

A strip of land 15 feet in width lying within Parcel C-2 as that parcel is shown on that certain Parcel Map recorded in Book 18, at page 75, Portion of Parcel A, Parcel Maps, Solano County, said 15 foot strip lying immediately adjacent and landward of the waterward edge of Parcel C-2. In the portions of Parcel C-2 that are less than 15 feet in width, the easement shall exist across the entirety of Parcel C-2 in that portion only.

The easement is appurtenant to the TRUST PARCEL that is described in the Agreement.

The easement is for the purpose of affording public access to

and from the parcels to which it is appurtenant, including rights in the public to hike, enjoy views, picnic, and otherwise enjoy the various recreational opportunities offered by the easement area and the parcels to which it is appurtenant.

The easement is for non-motorized public access only; provided, that the State and its officers, employees, representatives, lessees, permittees, agents, and assigns shall be allowed to use motorized vehicles on the easement for purposes of property management; construction, maintenance, and repair of a road or pathway along all or any portion of the easement; and emergencies.

Along all or any portion of the easement, the State may construct, maintain, and repair a road or pathway; place trash receptacles, benches, and other facilities and improvements for the convenience of users of the easement; and post informational signs, including, without limitation, signs prohibiting motorized vehicles, firearms, weapons, hunting, and littering. Neither the State nor the City shall be obligated to make any such improvements, nor shall either have any duty to maintain the easement in its unimproved state.

Grantor agrees not to interfere with the foregoing easement rights, and shall not use the easement or adjacent lands for purposes or in a manner that is inconsistent or incompatible with those rights.

This easement is subject to relocation in accordance with the Agreement referred to above and recorded as Instrument No. 99-12701 in the Official Records of the County of Solano.

IN WITNESS WHEREOF,

Witness my hand this 29th day of JULY, 1998.

CITY OF BENICIA

OTTO GIULIANI, City Manager

(Notary Acknowledgment(s) attached.)

easemnt1.wpd

CALIFORNI[A] ALL-PURPOSE ACKNOWLE[DG]MENT

State of CALIFORNIA

County of SOLANO

On July 29, 1998 (Date) before me, Lois E. Henderson, Notary Public, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Otto Wm. Giuliani, City Manager, (Name(s) of Signer(s))

☐ personally known to me – OR – ☐ ~~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.

LOIS E. HENDERSON
Commission # 1157823
Notary Public - California
Solano County
My Comm. Expires Oct 5, 2001

WITNESS my hand and official seal.

Lois E. Henderson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed Of Public Access Easement To State re: Benicia Harbor Corporation, Marina

Document Date: July 29, 1998 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Otto Wm. Giuliani

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

City of Benicia

a Municipal Corporation

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RECORDED AT T. REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95814
Attn: Title Unit

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE -0-
SLC No.W 24729 A.P.N. -0-
Escrow No. -0-

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code 27281

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 Public Access Easement Deed, dated _____, from City of Benicia 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 Calendar/Minute Item No. 45 at its regular public meeting on March 1, 1995, and Calendar/Minute Item No. 75 at its regular public meeting on February 13, 1997, by its duly authorized undersigned officer.

State Lands Commission

Dated: May 15, 1998

By: Robert C. Hight
Robert C. Hight
Executive Officer

RESOLUTION 96-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL) AND RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL) AND OTHER RELATED DOCUMENT REVISIONS AND GRANTING OF AUTHORITY TO CITY MANAGER TO EXECUTE REVISIONS AND OTHER RELATED DOCUMENTS DESCRIBED BELOW

WHEREAS, the City of Benicia owns real property known as the Benicia Marina Lease (Phase II Condominiums Parcel); and

WHEREAS, the City of Benicia and Southern California Savings (SOCAL) have a Lease Agreement and Development Agreement on the Benicia Marina (Phase II Condominiums Parcel); and

WHEREAS, SOCAL and Kaufman and Broad of Northern California, Inc. have been engaged in negotiations which, if successful, SOCAL will transfer their leasehold interest in the City's property to Kaufman and Broad of Northern California, Inc.; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has submitted a residential tentative map application to the City to build a 116 unit condominium project in the City; and

WHEREAS, the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) proposed project and Marina Parcel are subject to the terms and conditions of the Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) and amendments, Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) and amendments, Option to Purchase, Community Building Sublease, State Lands Commission Settlement Agreement, and amendments thereto and Bay Conservation Development Commission (BCDC) approvals; and

WHEREAS, the improvements to be constructed in accordance with the proposed tentative map of the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) proposed project involve slight variations from the precise definition and description of the improvements provided in the above listed Lease Agreements and amendments thereto; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has completed several reports: an Economic and Fiscal Report prepared by Economic & Planning Systems (EPS) pertaining to the financial impact of inclusionary housing on the project, independent geotechnical reports concerning soils and foundation systems and cost estimates for landscape recreational improvements to be constructed as part of project; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has requested, due to the findings of these reports and analyses, certain City economic concessions to ensure project economic and financial feasibility; and

WHEREAS, the City Council has determined, by agreeing to the economic concessions, that the City will promote its economic well being by facilitating residential construction on the Benicia Marina Phase II Condominiums Parcel which will help the City maintain economic solvency in the Marina Fund and generate revenues for the General and other restricted funds.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Benicia hereby authorizes the City Manager to execute amendments to the Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) and Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) and related documents and agrees to and authorizes the City Manager to negotiate the following revisions to the above referenced leases and related documents:

1. Revise legal descriptions for the leasing parcels in all documents as necessary, to match the revised lease lines proposed in the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development tentative map application, and if necessary, the State Lands Commission Settlement Agreement; and

2. Amend Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) to eliminate Community Building Sublease per Section 10.e., and approve the building demolition to be paid for by Kaufman and Broad of Northern California, Inc.; and

3. Amend the amount to be paid to extend the initial term of the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) pursuant to Section 5 Term, b. from $638,000 to $156,000 and such amount shall be paid by Kaufman & Broad to the City of Benicia upon any extension of the initial term; and

4. Revise the description of improvements to be constructed to become consistent with improvements provided in the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development as currently proposed; and

5. Amend Section 5. C Term to require and confirm that Kaufman and Broad of Northern California, Inc. will pay for twenty-nine (29) permits prior to exercising its rights to extend the lease for the long-term extension period for the Benicia Marina Phase II Condominiums Parcel development; and

6. Make conforming amendments to the above referenced documents to establish consistency with the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development project as currently proposed.

On a motion of Council Member Corbaley , seconded by Council Member Arteaga, the above resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of October, 1996, and adopted by the following vote:

Ayes: Councilmembers Arteaga, Corbaley, Gizzi and Mayor Hayes

Noes: Councilmember Cox-Golovich

Absent: None

Jerry Hayes, Mayor

Attest:

Linda S. Purdy, City Clerk

I, Linda S. Purdy, City Clerk of the City of Benicia, County of Solano, State of California, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Benicia at a regular meeting held October 1, 1996.

Linda S. Purdy, City Clerk

END OF DOCUMENT

19[illegible]9-00012704
Recorded By: GP RecFee
STATE OF CALIFORNIA SurMon
NoPCOR
Official Records IncFee
County of Solano DTTax
Robert Blechschmidt Free $. 0
Assessor/Recorder OvrSht

12:51 17-FEB-99 AR21 6 Pgs

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT AND RESERVATION OF PUBLIC TRUST EASEMENT (TRUST PARCEL)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. 99-12701 in the Official Records of the County of Solano on February 17, 1999 (1/1997). This patent is issued pursuant to the terms of the Agreement.

Now, therefore, the STATE remises, releases, assigns, and forever quitclaim to the CITY OF BENICIA, any and all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described below:

TRUST PARCEL

A parcel of tide and submerged land in the bed of the Carquinez Strait within the legislative grant to the City of Benicia, Solano County, California, pursuant to Chapter 187, Statutes of 1855, as amended, said parcel being more particularly described as follows:

COMMENCING at the northern most corner of Lot 7, as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", filed for record January 22, 1985 in Book 27 of

Parcel Maps at Page 64, Solano County Records; thence along the northwesterly line of said Lot South 29°59'49" West, 216.00 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said northwesterly line the following courses:

South 60°00'11" East, 242.87 feet;
North 29°59'49" East, 22.00 feet;
South 60°00'11" East, 5.67 feet;
South 24°32'57" East, 16.67 feet;
South 60°00'11" East, 7.00 feet;
North 29°59'49" East, 7.00 feet;
South 60°00'11" East, 7.06 feet;
North 66°25'38" East, 100.46 feet;
North 29°59'49" East, 4.42 feet;
South 60°00'11" East, 16.50 feet;
North 29°59'49" East, 8.42 feet;
South 60°00'11" East, 43.78 feet;

and North 29°59'49" East, 103.00 feet to the westerly extension of the southwesterly line of "E" Street as said Street is shown on the map entitled "Parcel Map of the Benicia Marina", filed for record August 14, 1979 in Book 18 of Parcel Maps at Page 75, Solano County Records, said southwesterly line having a bearing of North 60°00'11" West, and a distance of 1,536.48 feet per said map ; thence along said westerly extension and said southwesterly line South 60°00'11" East, 77.00 feet; thence leaving said southwesterly line South 29°59'49" West, 104.50 feet; thence South 60°00'11" East, 315.65 feet to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 11.33 feet through a central angle of 43°17'09" to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 14.35 feet through a central angle of 43°17'09"; thence South 60°00'11" East, 98.00 feet; thence North 29°59'49" East, 95.25 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 95.25 feet; thence South 60°00'11" East, 98.00 feet to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 13.52 feet through a central angle of 40°46'07" to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 10.67 feet through a central angle of 40°46'07"; thence South 60°00'11" East, 162.42 feet; thence North 29°59'49" East, 103.50 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 101.50 feet; thence South 60°00'11" East, 132.00 feet; thence South 29°59'49" West, 15.58 feet; thence South 11°50'54" East, 3.75 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve a distance of 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve

to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of tangency with a curve to the right having a radius of 45.50 feet; thence along the arc of said curve a distance of 7.34 feet through a central angle of 09°14'37" to the northwesterly line of East Fifth Street as it is shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple", dated 1847 and filed for record April 21, 1874, Solano County Records; thence southerly along said northwesterly line 1,002 feet more or less to the southerly boundary defined in the "Grant to the City of Benicia", Chapter 187, Statutes of 1855, as amended; thence westerly along said grant boundary to the westerly line of West Third Street extended southerly; thence northerly along said westerly line to the intersection with a line that bears North 88°44'48" West from the northwesterly corner of Parcel "A" as it is shown on said map entitled "Parcel Map of the Benicia Marina"; thence leaving said grant boundary southeasterly along said line South 88°44'48" East, 912.3 feet more or less to the most northwesterly corner of said Parcel "A"; thence along the boundary of said Parcel the following courses:

South 03°52'45" West, 52.55 feet;
South 14°19'04" East, 59.13 feet;
South 87°23'19" East, 36.26 feet;
North 43°31'21" East, 9.75 feet;
South 89°50'12" East, 31.58 feet;
South 79°20'52" East, 16.41 feet;
North 81°03'41" East, 42.40 feet;
South 56°00'19" East, 9.61 feet;
North 85°51'42" East, 59.37 feet;
South 67°45'05" East, 18.90 feet;
North 87°40'03" East, 138.34 feet;
North 84°29'45" East, 101.25 feet;
South 87°04'04" East, 93.30 feet;
South 74°24'45" East, 20.96 feet;
South 52°01'59" East, 20.44 feet;
South 30°15'12" East, 11.61 feet;
South 04°25'21" West, 48.04 feet;
South 85°34'39" East, 73.61 feet;
North 04°25'21" East, 40.00 feet;
South 85°34'39" East, 284.00 feet;
North 46°58'20" East, 83.45 feet;
South 87°49'24" East, 51.04 feet;
North 29°59'49" East, 124.00 feet;

North 34°19'50" West, 56.92 feet;
North 02°43'05" East, 50.00 feet;
North 29°59'49" East, 44.00 feet;
South 60°00'11" East, 344.00 feet;
North 74°59'49" East, 18.39 feet;
North 29°59'49" East, 68.00 feet;
South 60°00'11" East, 45.00 feet;

thence leaving said Parcel boundary North 10°42'25" East, 10.59 feet to the intersection of the southwesterly line of "B" Street with the southwesterly line of East Second Street as said Streets are shown on the map entitled "Benicia Marina-Phase I for Condominium Purposes" which was filed for record December 29, 1982 in Book 42 of Maps at Page 50, Solano County Records; thence along said southeasterly line North 29°59'49" East, 12.00 feet the southerly line of the Street and Public Access Easement dedicated on said map; thence along said southerly line South 60°00'11" East, 18.50 feet to the most landward side of the area shown on said map as "15' Wide Pedestrian Easement"; thence along the most landward side of said easement South 29°59'49" West, 86.21 feet; thence South 74°59'49" West, 18.39 feet; thence South 29°59'49" West, 34.79 feet; thence South 60°00'11" East, 58.11 feet; thence South 85°50'00" East, 308.81 feet; thence North 49°10'00" East, 14.14 feet; thence South 85°50'00" East, 201.21 feet; thence North 04°10'00" East, 227.09 feet to the northerly line of Lot 3 as it is shown on said map; thence along said northerly line North 85°50'00" West, 20.00 feet to the westerly line of the area shown on said map as "20' Wide Pedestrian Easement"; thence along said westerly line North 04°10'00" East, 95.00 feet to a point of tangency with a curve to the left having a radius of 29.00 feet; thence along the arc of said curve a distance of 19.32 feet through a central angle of 38°10'00"; thence North 34°00'00" West, 159.92 feet to a point of tangency with a curve to the right having a radius of 95.00 feet; thence along the arc of said curve a distance of 106.11 feet through a central angle of 63°59'49"; thence North 29°59'49" East, 196.75 feet to the southwesterly line of the Parcel shown on said map as "Benicia Yacht Club"; thence along said southwesterly line South 60°00'11" East, 7.62 feet the southeasterly line of said parcel; thence along said line North 29°59'49" East, 125.15 feet to the northeasterly line thereof; thence along said line North 60°00'11" West, 166.12 feet to the southeasterly line of East Second Street as it is shown on said map entitled "Parcel Map Marina Basin Subleasing"; thence along said line North 29°59'49" East, 79.31 feet to the TRUE POINT OF BEGINNING of this description.

Containing 89.54 acres, more or less.

End of Description

BASIS OF BEARINGS:

The bearings used in this description are based on the centerline of East Second Street as it is shown on the map filed in Book 27 of Parcel Maps at page 64, Solano County Records, having a bearing of North 29°59'49" East.

This description was prepared by me March 19, 1997.

Steven H. Pepper. PLS No. 7110
License expires: 12/31/98

LICENSED LAND SURVEYOR
STEVEN H. PEPPER
Exp.12/31/98
No. 7110
STATE OF CALIFORNIA

RESERVING TO THE STATE A PUBLIC TRUST EASEMENT for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust purposes.

SAID PUBLIC TRUST EASEMENT shall be administered by the STATE subject to the acknowledgments, and in the manner, set forth in the Recitals and in paragraphs 5 and 6 in the Agreement recorded as Instrument No. 99-12701 in the Official Records of the County of Solano on February 17, 1999.

This Sovereign Lands Patent and Reservation of Public Trust Easement shall become effective upon it recordation in the Official Records of the County Recorder of Solano County.

IN TESTIMONY WHEREOF, I, PETE WILSON, 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 18th day of December, in the year of our Lord one thousand nine hundred and ninety-seven.

Governor

Attest:

Secretary of State

Countersigned:

Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code section 27281

This is to certify that the City of Benicia, a municipal corporation, hereby accepts the right, title and interest in real property conveyed by, and consents to the recordation of the attached State of California Patent and Reservation of Public Trust Easement (Trust Parcel), executed by Governor Pete Wilson on December 18, 1998, as well as the attached State of California Patent and Trust Termination for Parcels "A," "B," "C1," "C2," C3," "C4," and "D," Executed by Governor Pete Wilson on December 18, 1998.

This acceptance and consent to recording is executed by and on behalf of the City of Benicia, as authorized by the City Council in Resolution 96-156 adopted at the Council's regular meeting held October 1, 1996, by its duly authorized undersigned officer.

Dated: 12-9-98

By: _____

Otto Giuliani
City Manager

END OF DOCUMENT

43012 V01

1999-00012703
Recorded By: STATE OF CALIFORNIA
Official Records
County of Solano
Robert Blechschmidt
Assessor/Recorder

GP RecFee
SurMon
NoPCOR
IncFee
DTTax
Free $. 0
OvrSht

12:51 17-FEB-99 AR21 8 Pgs

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
FOR PARCELS
"A", "B", "C1", "C2", "C3", "C4" AND "D"
(Sovereign Exchange)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. 99- 12701 in the Official Records of the County of Solano on February 17, 1999 (1997). This patent is issued pursuant to the terms of the Agreement.

NOW, THEREFORE, the STATE remises, releases, assigns and forever quitclaims to the City of Benicia any and all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described below:

TRUST TERMINATION PARCELS "A", "B", "C1", "C2", "C3", "C4" AND "D"

Seven parcels of land in the City of Benicia, County of Solano, State of California, said parcels being described as follows:

PARCEL "A"

A portion of "A" Street, also a portion of Lots 4, 7, 8, 9, and 13, and a portion of the Alley connected thereto in Block 1, as said Block, Lots and Alleys are shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple" dated 1847 and filed for record in the Office of the Recorder of Solano County on April 21, 1874; and "Parcel A", as it is shown on that map entitled "Parcel Map of the Benicia Marina", filed for record on August 14th, 1979 in Book 18 of Parcel Maps at Page 75, records of said County; being more particularly described as follows:

BEGINNINGat the intersection of the southerly line of "B" Street with the easterly line of First Street shown on that map filed for record on January 14, 1982 in Book 16 of Surveys, Page 11, records of said County; thence southerly along said easterly line of First Street South 29°59'49" West, 461.44 feet to the northerly boundary of said "Parcel A", thence along said boundary of "Parcel A" North 85°34'39" West, 84.34 feet; thence North 40°34'39" West, 15.09 feet; thence North 87°05'38" West, 260.31 feet; thence North 86°11'21" West, 264.41 feet; thence North 81°48'22" West, 52.84 feet; thence South 75°10'50" West, 15.65 feet; thence North 88°44'48" West, 24.19 feet; thence South 03°52'45" West, 52.55 feet; thence South 14°19'04" East, 59.13 feet; thence South 87°23'19" East, 36.26 feet; thence North 43°31'21" East, 9.75 feet; thence South 89°50'12" East, 31.58 feet; thence South 79°20'52" East, 16.41 feet; thence North 81°03'41" East, 42.40 feet; thence South 56°00'19" East, 9.61 feet; thence North 85°51'42" East, 59.37 feet; thence South 67°45'05" East, 18.90 feet; thence North 87°40'03" East, 138.34 feet; thence North 84°29'45" East, 101.25 feet; thence South 87°04'04" East, 93.30 feet; thence South 74°24'45" East, 20.96 feet; thence South 52°01'59" East, 20.44 feet; thence South 30°15'12" East, 11.61 feet; thence South 04°25'21" West, 48.04 feet; thence South 85°34'39" East, 73.61 feet; thence North 04°25'21" East, 40.00 feet; thence South 85°34'39" East, 284.00 feet; thence North 46°58'20" East, 83.45 feet; thence South 87°49'24" East, 51.04 feet; thence North 29°59'49" East, 124.00 feet; thence North 34°19'50" West, 56.92 feet; thence North 02°43'05" East, 50.00 feet; thence North 29°59'49" East, 44.00 feet; thence South 60°00'11" East, 344.00 feet; thence North 74°59'49" East, 18.39 feet; thence North 29°59'49" East, 68.00 feet; thence South 60°00'11" East, 45.00 feet more or less, to the northwesterly boundary of "Lot 1", shown on that map entitled "Parcel Map Marina Basin Subleasing", filed for record on January 22, 1985 in Book 27 of Parcel Maps at Page 64, records of said County; thence along said northwesterly boundary of said "Lot 1" North 10°42'25" East 10.59 feet more or less to the said southerly line of "B" Street; thence along said line North 60°00'11" West 664.37 feet more or less to the POINT OF BEGINNING.

Containing 5.53 acres, more or less.

End of Description

PARCEL "B"

Lot 1, as said Lot is shown on the map entitled "Benicia Marina - Phase I for Condominium Purposes" filed for record on December 29, 1982 in Book 42 of Maps at Page 50, Solano County Records, and Lots 2 and 5 and a portion of Lots 1 and 4 of that map entitled "Parcel Map Marina Basin Subleasing", filed for record on January 22, 1985 in Book 27 of Parcel Maps at Page 64, more particularly described as follows:

COMMENCING at the most southerly corner of the parcel shown as "Benicia Yacht Club", on that map entitled "Benicia Marina - Phase I for Condominium Purposes", thence along the southwesterly boundary of said "Benicia Yacht Club" North 60°00'11" West, 7.62 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said southwesterly boundary line North 60°00'11" West, 158.50 feet, to the southeasterly line of East Second Street as said line is shown on said Map; thence leaving said southwesterly boundary, along said southeasterly line, South 29°59'49" West, 748.45 feet to the most landward line of a "15 foot pedestrian easement" shown on that map entitled "Parcel Map Marina Basin Subleasing"; thence along the most landward line of said "15 foot pedestrian easement" South 60°00'11" East, 18.50 feet; thence South 29°59'49" West, 86.21 feet; thence South 74°59'49" West, 18.39 feet; thence South 29°59'49" West, 34.79 feet; thence South 60°00'11" East, 58.11 feet; thence South 85°50'00" East, 308.81 feet; thence North 49°10'00" East, 14.14 feet; thence South 85°50'00" East, 201.21 feet; thence North 04°10'00" East, 227.09 feet to the common boundary line between "Lot 2" and "Lot 4" shown on said Parcel Map; thence along said common boundary line, North 85°50'00" West, 20.00 feet to the most landward line of a "20 foot pedestrian easement" shown on said Parcel Map; thence along said most landward line of said "20 foot pedestrian easement" North 04°10'00" East, 95.00 feet; thence northerly along a curve concave to the west, having a radius of 29.00 feet, through a central angle of 38°10'00", an arc length of 19.32 feet; thence North 34°00'00" West, 159.92 feet; thence northerly along a curve concave to the east, having a radius of 95.00 feet, through a central angle of 63°59'49", an arc length of 106.11 feet; thence North 29°59'49" East, 196.75 feet to the POINT OF BEGINNING.

Containing 6.11 acres, more or less.

End of Description

PARCEL "C1"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lot 7 as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northwest corner of said Lot 7; thence along the northeast line of said Lot, which is the southwesterly line of "E" Street, South 60°00'11" East, 396.13 feet; thence leaving said northeast line South 29°59'49" West, 103.00 feet; thence South 60°00'11" East, 8.00 feet; thence South 29°59'49" West, 42.13 feet; thence South 60°00'11" East, 54.90 feet; thence South 15°00'11" East, 35.11 feet; thence South 29°59'49" West, 53.43 feet; thence South 60°00'11" East, 28.65 feet to the northerly line of Lot 8 as it is shown on said map; thence along said northerly line South 29°59'49" West, 110.61 feet; thence North 60°00'11" West, 259.00 feet to a tangent curve to the left having a radius of 75.00 feet; thence along the arc of said curve a distance of 7.01 feet through a central angle of 05°21'19"; thence leaving said northerly line North 29°59'49" East, 32.24 feet; thence South 60°00'11" East, 44.50 feet; thence North 29°59'49" East, 37.58 feet; thence North 60°00'11" West, 49.50 feet; thence North 29°59'49" East, 42.50 feet; thence North 60°00'11" West, 241.50 feet to the northwest line of said Lot, which is the southeast line of East Second Street; thence along said line North 29°59'49" East, 222.00 feet to the POINT OF BEGINNING.

Containing 123,004.95 square feet, more or less.

End of Description

PARCEL "C2"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 7, 9 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 7; thence along northeast line of said Lot, which is the southwesterly line of "E" Street South 60°00'11" East, 473.13 feet to the TRUE POINT OF BEGINNING of this description; thence continuing along said northeast line South 60°00'11" East, 436.96 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence North 60°00'11" West, 98.00 feet; thence South 29°59'49" West, 9.25 feet; thence North 60°00'11" West, 338.96 feet; thence North 29°59'49" East, 114.50 feet to said northeast line, being the TRUE POINT OF BEGINNING of this description.

Containing 49,125.22 square feet, more or less.

End of Description

PARCEL C3

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 10 and 11 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

COMMENCING at the northeast corner of Lot 12 as it is shown on said map; thence along northeast line of said Lots, which is the southwesterly line of "E" Street North 60°00'11" West, 707.76 feet to the **TRUE POINT OF BEGINNING** of this description; thence continuing along said northeast line, North 60°00'11" West, 282.62 feet; thence leaving said line South 29°59'49" West, 105.25 feet; thence South 60°00'11" East, 98.00 feet; thence South 29°59'49" West, 8.25 feet; thence South 60°00'11" East, 184.62 feet; thence North 29°59'49" East, 113.50 feet to said northeast line, being the TRUE POINT OF BEGINNING of this description.

Containing 31,269.44 square feet, more or less.

End of Description

PARCEL "C4"

Real property located in the City of Benicia, County of Solano, State of California, being a portion of Lots 11, 12, 13 and 14 as said Lots are shown on the map entitled "Parcel Map Marina Basin Subleasing", which was filed January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 12; thence along northeast line of said Lots, which is the southerly line of "E" Street North 60°00'11" West, 630.76 feet; thence leaving said line South 29°59'49" West, 111.50 feet; thence South 60°00'11" East 127.00 feet; thence South 11°50'54" East, 11.24 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of reverse curvature with a curve having a radius of 45.50 feet; thence along the arc of said curve to the right a distance of 7.34 feet through a central angle of 09°14'37" to the southeasterly line of said Lot 12, which is the northwesterly line of East Fifth Street as shown on said map; thence along said southeasterly line North 29°59'49" East, 178.90 feet to the POINT OF BEGINNING.

Containing 120,552.73 square feet, more or less.

End of Description

PARCEL "D"

A portion of "E" Street, and a portion of Lot 8 in Block 9 as said Lot and Block are shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple" dated 1847 and filed for record in the Office of the Recorder of Solano County on April 21, 1874; being more particularly described as follows:

BEGINNING at the northeasterly corner of the intersection of East Fifth Street and "E" Street shown on the map filed for record on May 15, 1986 in Book 18 of Surveys at Page 9, Solano County Records; thence southerly along the east line of East Fifth Street South 30°00'19" West, 116.63 feet more or less to the northerly line of the 150 foot wide Right-of-Way of the Southern Pacific Company as shown on said map; thence along said northerly line South 86°41'18" East, 259.63 feet; thence leaving said northerly line North 59°59'41" West, 231.96 feet to the POINT OF BEGINNING.

End of Description

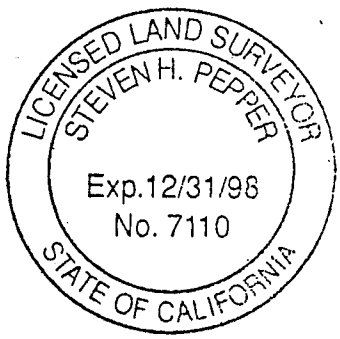
BASIS OF BEARINGS for Parcel "D":

Bearings are based on the centerline of the Southern Pacific Railroad Company Right-of-Way, described in Book 67 of Deeds at Page 3, Solano County Records, and as shown on the map filed for record February 28, 1969 in Book 3 of Parcel Maps at Page 29, Solano County Records, bearing North 86°41'18" West.

The State Lands Commission has found and declared that the above described TRUST TERMINATION PARCELS "A", "B", "C1", "C2", "C3", "C4" and "D" have been reclaimed and removed from the public channels and are no longer available or useful or susceptible of being used for water-dependent commerce, navigation and fisheries, and that they are no longer in fact tidelands or submerged land. The TRUST TERMINATION PARCELS are hereby forever freed from the public trust for commerce, navigation and fisheries.

The descriptions above were written by me March 19, 1997.

Steven H. Pepper, L.S. 7110
License Expires: 12/31/98



This Sovereign Lands Patent and Trust Termination shall become effective upon its recordation in the Official Records of the County of Solano.

IN TESTIMONY WHEREOF, I, PETE WILSON, 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 18th day of December, in the year of our Lord one thousand nine hundred and ninety-seven.

Pete Wilson
Governor

Attest: Bill Jones
Secretary of State

Countersigned: Robert C. Hight
Executive Officer
State Lands Commission

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code section 27281

This is to certify that the City of Benicia, a municipal corporation, hereby accepts the right, title and interest in real property conveyed by, and consents to the recordation of the attached State of California Patent and Reservation of Public Trust Easement (Trust Parcel), executed by Governor Pete Wilson on December 18, 1998, as well as the attached State of California Patent and Trust Termination for Parcels "A," "B," "C1," "C2," C3," "C4," and "D," Executed by Governor Pete Wilson on December 18, 1998.

This acceptance and consent to recording is executed by and on behalf of the City of Benicia, as authorized by the City Council in Resolution 96-156 adopted at the Council's regular meeting held October 1, 1996, by its duly authorized undersigned officer.

Dated: 12-9-98

By: _____

Otto Giuliani
City Manager

END OF DOCUMENT

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

1999-00012702
Recorded By: 5S RecFee
STATE OF CALIFORNIA SurMon
NoPCOR
Official Records IncFee
County of Solano DTTax
Robert Blechschmidt Free $. 0
Assessor/Recorder OvrSht
12:51 17-FEB-99 AR21 9 Pgs

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

SPACE ABOVE THIS LINE FOR RECORDERS'S USE

QUITCLAIM DEED TO STATE
(Trust Parcel)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("STATE"), the City of Benicia, and Benicia Harbor Corporation, and recorded as Instrument No. 99-12701 in the Official Records of the County of Solano on February 17, 1999, 1996. This deed is issued pursuant to the terms of the Agreement.

Now, therefore, the CITY OF BENICIA, a municipal corporation, does hereby remise, release, assign, transfer and forever quitclaim to the STATE OF CALIFORNIA acting by and through the State Lands Commission any and all right, title and interest in and to the following described lands, located in the County of Solano, California:

TRUST PARCEL

A parcel of tide and submerged land in the bed of the Carquinez Straits within the legislative grant to the City of Benicia, Solano County, California, pursuant to Chapter 187, Statutes of 1855, as amended, said parcel being more particularly described as follows:

BEGINNING at the most southerly corner of the parcel shown as "Benicia Yacht Club", on that map entitled, "Benicia Marina - Phase 1 for Condominium Purposes", filed for record on December 29th, 1982, in Book 42 of maps, page 50, Solano County Records (SD 42-50); thence along the easterly boundary of "Benicia Yacht Club", as said easterly

boundary is shown on that map entitled, "Parcel Map Marina Basin Subleasing", filed for record on January 22nd, 1985, in Book 27 of maps, page 64, (27PM64), North 29° 59′ 49" East, 53.58 feet, to a point in the landward line of the "Benicia Marina Public Access Easement" shown on said 27PM64, (also described in that document filed in Book 84, page 43584); thence leaving said easterly boundary line, along the landward line of said "Benicia Marina Public Access Easement", easterly along a non-tangent curve concave to the south, having a radius of 97.00 feet, through which point a radial line bears South 34° 16′ 11" East, through a central angle of 64° 16′ 00", an arc length of 108.80 feet, to a point of tangency; thence South 60° 00′ 11" East, 237.00 feet; thence North 29° 59′ 49" East, 190.00 feet; thence South 60° 00′ 11" East, 932.00 feet; thence along a curve concave to the southwest, having a radius of 97.00 feet, through a central angle of 58° 16′ 47", an arc length of 98.67 feet; thence South 60° 00′ 11" East, 291.45 feet; thence South 29° 59′ 49" West, 128.30 feet to the southerly boundary of "Lot 12" shown on said 27PM64; thence along said boundary of "Lot 12", South 86° 41′ 48" East, 202.60 feet more or less to the westerly line of East Fifth Street; thence southerly along the westerly line of East Fifth Street 975.63 feet more or less to the southerly boundary defined in the "Grant to the City of Benicia", Chapter 187, Statutes 1855, as amended; thence westerly along said grant boundary to the westerly line of West Third Street thence northerly along said westerly line to the intersection with a line that bears, North 88° 44′ 48" West from the most northwesterly corner of "Parcel A", shown on that map entitled "Parcel Map of the Benicia Marina", filed for record on August 14th, 1979, in Book 18 of parcel maps, page 75, Solano County Records (PM 18-75); thence leaving said grant boundary southeasterly along said line, South 88° 44′ 48" East, 911.77 feet, more or less, to the most northwesterly corner of said "Parcel A"; thence along the southerly boundary of said "Parcel A", South 03° 52′ 45" West, 52.55 feet; thence South 14° 19′ 04" East, 59.13 feet; thence South 87° 23′ 19" East, 36.26 feet; thence North 43° 31′ 21" East, 9.75 feet; thence South 89° 50′ 12" East, 31.58 feet; thence South 79° 20′ 52" East, 16.41 feet; thence North 81° 03′ 41" East, 42.40 feet; thence South 56° 00′ 19" East, 9.61 feet; thence North 85° 51′ 42" East, 59.37 feet; thence South 67° 45′ 05" East, 18.90 feet; thence North 87° 40′ 03" East, 138.34 feet; thence North 84° 29′ 45" East, 101.25 feet; thence South 87° 04′ 04" East, 93.30 feet; thence South 74° 24′ 45" East, 20.96 feet; thence South 52° 01′ 59" East, 20.44 feet; thence South 30° 15′ 12" East, 11.61 feet; thence South 04° 25′ 21" West, 48.04 feet; thence South 85° 34′ 39" East, 73.61 feet; thence North 04° 25′ 21" East, 40.00 feet; thence South 85° 34′ 39" East, 284.00 feet; thence North 46° 58′ 20" East, 83.45 feet; thence South 87° 49′ 24" East, 51.04 feet; thence North 29° 59′ 49" East, 124.00 feet; thence North 34° 19′ 50" West, 56.92 feet; thence North 02° 43′ 05" East, 50.00 feet; thence North 29° 59′ 49" East, 44.00 feet; thence South 60° 00′ 11" East, 344.00 feet; thence North 74° 59′ 49" East, 18.39 feet; thence North 29° 59′ 49" East, 68.00 feet; thence South 60° 00′ 11" East, 45.00 feet more or less, to the northwesterly boundary of "Lot 1", shown on said 27PM64; thence along said northwesterly boundary of "Lot 1", North 10° 42′ 25" East, 10.59

feet; thence North 29° 59′ 49" East, 54.88 feet, to the most landward line of a "15 foot pedestrian easement", shown on said 27PM64,(also shown on PM 42-50); thence along the most landward line of said "15 foot pedestrian easement", South 60° 00′ 11" East, 15.00 feet; thence South 29° 59′ 49" West, 52.33 feet; thence South 10° 42′ 25" West, 10.59 feet; thence South 29° 59′ 49" West, 66.76 feet; thence South 74° 59′ 49" West, 18.38 feet; thence South 29° 59′ 49" West, 34.79 feet; thence South 60° 00′ 11" East, 58.11 feet; thence South 85° 50′ 00" East 308.81 feet; thence North 49° 10′ 00" East, 14.14 feet; thence South 85° 50′ 00" East, 201.21 feet; thence North 04° 10′ 00" East, 90.00 feet; thence North 04° 10′ 00" East, 137.09 feet, to the common boundary line between "Lot 2" and "Lot 4", shown on said 27PM64; thence along said common boundary line, North 85° 50′ 00" West, 20.00 feet, to the most landward line of a "20 foot pedestrian easement", shown on said 27PM64 (also shown on PM 42-50); thence along the most landward line of said "20 foot pedestrian easement", North 04° 10′ 00" East, 95.00 feet; thence northerly along a curve concave to the west, having a radius of 29.00 feet, through a central angle of 38° 10′ 00", an arc length of 19.32 feet; thence North 34° 00′ 00" West 159.92 feet; thence northerly along a curve concave to the east, having a radius of 95.00 feet, through a central angle of 63° 59′ 49", an arc length of 106.11 feet; thence North 29° 59′ 49" East, 196.75 feet; thence South 60° 00′ 11" East, 7.61 feet, to the point of beginning.

EXCLUDING FROM SAID PARCEL;

COMMENCING from the westerly end of line designated as "South 60° 00′ 11" East, 291.45 feet"; thence South 60° 00′ 11" East, 84.18 feet; South 29° 59′ 49" West, 50.00 feet to **TRUE POINT OF BEGINNING;** thence South 60° 00′ 11" East, 70.00 feet; South 29° 59′ 49" West, 110.00 feet; North 60° 00′ 11" West, 70.00 feet; North 29° 59′ 49" East, 110.00 feet; to true point of beginning

BASIS OF BEARINGS
Bearings are based on the centerline of East Second Street, shown in Book 27 of Maps, page 64, Solano County Records, Bearing North 29° 59′ 49" East.

PROVIDED THAT the State's right, title and interest in the TRUST PARCEL shall be subject to certain existing lease rights in the TRUST PARCEL described as follows:

"RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL)," by and between THE CITY OF BENICIA, a California municipal corporation, as Landlord, and SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, as Tenant, dated as of April 22, 1990. (A memorandum of that lease, entitled MEMORANDUM OF LEASE (MARINA PARCEL) was recorded January 25, 1991 in the Office of the County Recorder of Solano County as Instrument number 910005152.) SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION

in turn, as sub-lessor, entered into an unrecorded Community Building Sublease dated December 12, 1990, to Benicia as sub-tenant. (A MEMORANDUM OF SUBLEASE was recorded on January 25, 1991, as Instrument number 910005155.) Thereafter the interests of SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION as tenant and sub-lessor under the lease and sub-lease were assigned to Benicia Harbor Corporation, a California corporation. A MEMORANDUM OF ASSIGNMENT of the lease was recorded October 30, 1992 as Instrument 92100663, and a MEMORANDUM OF ASSIGNMENT of the sub-lease was recorded October 30, 1992 as Instrument 92100664.

Witness my hand this 29th day of JULY, 1998.

CITY OF BENICIA

OTTO GIULIANI, City Manager

(Notary Acknowledgment(s) attached.)

qtclaim1.wpd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

On July 29, 1998 (Date) before me, Lois E Henderson, Notary Public, (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Otto Wm. Giuliani, City Manager, (Name(s) of Signer(s))

☒ personally known to me – ~~OR~~ – ☐ ~~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.

LOIS E. HENDERSON
Commission # 1157823
Notary Public - California
Solano County
My Comm. Expires Oct 5, 2001

WITNESS my hand and official seal.

Lois E. Henderson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Quitclaim Deed to State re: Benicia Yacht Club, Marina

Document Date: July 29, 1998 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Otto Wm. Giuliani

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

City of Benicia
a Municipal Corporation

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

© 1994 National Notary Association • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184 Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

RECORDED AT T. REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95814
Attn: Title Unit

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NO TAX DUE -0-
SLC No.W 24729 A.P.N. -0-
Escrow No. -0-

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING

Government Code 27281

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 Quitclaim Deed (Trust Parcel), dated _____ , from City of Benicia 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 Calendar/Minute Item No. 45 at its regular public meeting on March 1, 1995, and Calendar/Minute Item No. 75 at its regular public meeting on February 13, 1997, by its duly authorized undersigned officer.

State Lands Commission

Dated: May 15, 1998

By: Robert C. Hight
Robert C. Hight
Executive Officer

RESOLUTION 96-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BENICIA AUTHORIZING RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL) AND RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL) AND OTHER RELATED DOCUMENT REVISIONS AND GRANTING OF AUTHORITY TO CITY MANAGER TO EXECUTE REVISIONS AND OTHER RELATED DOCUMENTS DESCRIBED BELOW

WHEREAS, the City of Benicia owns real property known as the Benicia Marina Lease (Phase II Condominiums Parcel); and

WHEREAS, the City of Benicia and Southern California Savings (SOCAL) have a Lease Agreement and Development Agreement on the Benicia Marina (Phase II Condominiums Parcel); and

WHEREAS, SOCAL and Kaufman and Broad of Northern California, Inc. have been engaged in negotiations which, if successful, SOCAL will transfer their leasehold interest in the City's property to Kaufman and Broad of Northern California, Inc.; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has submitted a residential tentative map application to the City to build a 116 unit condominium project in the City; and

WHEREAS, the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) proposed project and Marina Parcel are subject to the terms and conditions of the Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) and amendments, Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) and amendments, Option to Purchase, Community Building Sublease, State Lands Commission Settlement Agreement, and amendments thereto and Bay Conservation Development Commission (BCDC) approvals; and

WHEREAS, the improvements to be constructed in accordance with the proposed tentative map of the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) proposed project involve slight variations from the precise definition and description of the improvements provided in the above listed Lease Agreements and amendments thereto; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has completed several reports: an Economic and Fiscal Report prepared by Economic & Planning Systems (EPS) pertaining to the financial impact of inclusionary housing on the project, independent geotechnical reports concerning soils and foundation systems and cost estimates for landscape recreational improvements to be constructed as part of project; and

WHEREAS, Kaufman and Broad of Northern California, Inc. has requested, due to the findings of these reports and analyses, certain City economic concessions to ensure project economic and financial feasibility; and

WHEREAS, the City Council has determined, by agreeing to the economic concessions, that the City will promote its economic well being by facilitating residential construction on the Benicia Marina Phase II Condominiums Parcel which will help the City maintain economic solvency in the Marina Fund and generate revenues for the General and other restricted funds.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Benicia hereby authorizes the City Manager to execute amendments to the Restated and Amended Benicia Marina Lease Agreement (Phase II Condominiums Parcel) and Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) and related documents and agrees to and authorizes the City Manager to negotiate the following revisions to the above referenced leases and related documents:

1. Revise legal descriptions for the leasing parcels in all documents as necessary, to match the revised lease lines proposed in the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development tentative map application, and if necessary, the State Lands Commission Settlement Agreement; and

2. Amend Restated and Amended Benicia Marina Lease Agreement (Marina Parcel) to eliminate Community Building Sublease per Section 10.e., and approve the building demolition to be paid for by Kaufman and Broad of Northern California, Inc.; and

3. Amend the amount to be paid to extend the initial term of the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) pursuant to Section 5 Term, b. from $638,000 to $156,000 and such amount shall be paid by Kaufman & Broad to the City of Benicia upon any extension of the initial term; and

4. Revise the description of improvements to be constructed to become consistent with improvements provided in the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development as currently proposed; and

5. Amend Section 5. C Term to require and confirm that Kaufman and Broad of Northern California, Inc. will pay for twenty-nine (29) permits prior to exercising its rights to extend the lease for the long-term extension period for the Benicia Marina Phase II Condominiums Parcel development; and

6. Make conforming amendments to the above referenced documents to establish consistency with the Benicia Marina Lease Agreement (Phase II Condominiums Parcel) development project as currently proposed.

On a motion of Council Member Corbaley , seconded by Council Member Arteaga, the above resolution was introduced and passed by the City Council of the City of Benicia at a regular meeting of said Council held on the 1st day of October, 1996, and adopted by the following vote:

Ayes: Councilmembers Arteaga, Corbaley, Gizzi and Mayor Hayes

Noes: Councilmember Cox-Golovich

Absent: None

Jerry Hayes

Jerry Hayes, Mayor

Attest:

Linda S. Purdy

Linda S. Purdy, City Clerk

I, Linda S. Purdy, City Clerk, City of Benicia, County of Solano, State of California, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Benicia at a regular meeting held October 1, 1996.

Linda S. Purdy

Linda S. Purdy, City Clerk

END OF DOCUMENT

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED TO STATE
(Trust Parcel)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. _____ in the Official Records of the County of Solano on _____, 1997. This patent is issued pursuant to the terms of the Agreement.

Now, therefore, the CITY OF BENICIA, a municipal corporation, does hereby remise, release, assign, transfer and forever quitclaim to the STATE OF CALIFORNIA, acting by and through the State Lands Commission any and all right, title and interest in and to the following described lands, located in the County of Solano, California:

TRUST PARCEL

A parcel of tide and submerged land in the bed of the Carquinez Strait within the legislative grant to the City of Benicia, Solano County, California, pursuant to Chapter 187, Statutes of 1855, as amended, said parcel being more particularly described as follows:

COMMENCING at the northern most corner of Lot 7, as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", filed for record January 22, 1985 in Book 27 of Parcel Maps at Page 64, Solano County Records; thence along the northwesterly line of said Lot South 29°59'49" West, 216.00 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said northwesterly line the following courses:

EXHIBIT "D"

South 60°00'11" East, 242.87 feet;
North 29°59'49" East, 22.00 feet;
South 60°00'11" East, 5.67 feet;
South 24°32'57" East, 16.67 feet;
South 60°00'11" East, 7.00 feet;
North 29°59'49" East, 7.00 feet;
South 60°00'11" East, 7.06 feet;
North 66°25'38" East, 100.46 feet;
North 29°59'49" East, 4.42 feet;
South 60°00'11" East, 16.50 feet;
North 29°59'49" East, 8.42 feet;
South 60°00'11" East, 43.78 feet;

and North 29°59'49" East, 103.00 feet to the westerly extension of the southwesterly line of "E" Street as said Street is shown on the map entitled "Parcel Map of the Benicia Marina", filed for record August 14, 1979 in Book 18 of Parcel Maps at Page 75, Solano County Records, said southwesterly line having a bearing of North 60°00'11" West, and a distance of 1,536.48 feet per said map ; thence along said westerly extension and said southwesterly line South 60°00'11" East, 77.00 feet; thence leaving said southwesterly line South 29°59'49" West, 104.50 feet; thence South 60°00'11" East, 315.65 feet to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 11.33 feet through a central angle of 43°17'09" to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 14.35 feet through a central angle of 43°17'09"; thence South 60°00'11" East, 98.00 feet; thence North 29°59'49" East, 95.25 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 95.25 feet; thence South 60°00'11" East, 98.00 feet to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 13.52 feet through a central angle of 40°46'07" to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 10.67 feet through a central angle of 40°46'07"; thence South 60°00'11" East, 162.42 feet; thence North 29°59'49" East, 103.50 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 101.50 feet; thence South 60°00'11" East, 132.00 feet; thence South 29°59'49" West, 15.58 feet; thence South 11°50'54" East, 3.75 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve a distance of 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of tangency with a curve to the right having a

EXHIBIT "D"

radius of 45.50 feet; thence along the arc of said curve a distance of 7.34 feet through a central angle of 09°14'37" to the northwesterly line of East Fifth Street as it is shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple", dated 1847 and filed for record April 21, 1874, Solano County Records; thence southerly along said northwesterly line 1,002 feet more or less to the southerly boundary defined in the "Grant to the City of Benicia", Chapter 187, Statutes of 1855, as amended; thence westerly along said grant boundary to the westerly line of West Third Street extended southerly; thence northerly along said westerly line to the intersection with a line that bears North 88°44'48" West from the most northwesterly corner of Parcel "A" as it is shown on said map entitled "Parcel Map of the Benicia Marina"; thence leaving said grant boundary southeasterly along said line South 88°44'48" East, 912.3 feet more or less to the most northwesterly corner of said Parcel "A"; thence along the boundary of said Parcel the following courses:

South 03°52'45" West, 52.55 feet;
South 14°19'04" East, 59.13 feet;
South 87°23'19" East, 36.26 feet;
North 43°31'21" East, 9.75 feet;
South 89°50'12" East, 31.58 feet;
South 79°20'52" East, 16.41 feet;
North 81°03'41" East, 42.40 feet;
South 56°00'19" East, 9.61 feet;
North 85°51'42" East, 59.37 feet;
South 67°45'05" East, 18.90 feet;
North 87°40'03" East, 138.34 feet;
North 84°29'45" East, 101.25 feet;
South 87°04'04" East, 93.30 feet;
South 74°24'45" East, 20.96 feet;
South 52°01'59" East, 20.44 feet;
South 30°15'12" East, 11.61 feet;
South 04°25'21" West, 48.04 feet;
South 85°34'39" East, 73.61 feet;
North 04°25'21" East, 40.00 feet;
South 85°34'39" East, 284.00 feet;
North 46°58'20" East, 83.45 feet;
South 87°49'24" East, 51.04 feet;
North 29°59'49" East, 124.00 feet;
North 34°19'50" West, 56.92 feet;
North 02°43'05" East, 50.00 feet;
North 29°59'49" East, 44.00 feet;
South 60°00'11" East, 344.00 feet;

EXHIBIT "D"

North 74°59'49" East, 18.39 feet;
North 29°59'49" East, 68.00 feet;
South 60°00'11" East, 45.00 feet;

thence leaving said Parcel boundary North 10°42'25" East, 10.59 feet to the intersection of the southwesterly line of "B" Street with the southwesterly line of East Second Street as said Streets are shown on the map entitled "Benicia Marina-Phase I for Condominium Purposes" which was filed for record December 29, 1982 in Book 42 of Maps at Page 50, Solano County Records; thence along said southeasterly line North 29°59'49" East, 12.00 feet the southerly line of the Street and Public Access Easement dedicated on said map; thence along said southerly line South 60°00'11" East, 18.50 feet to the most landward side of the area shown on said map as "15' Wide Pedestrian Easement"; thence along the most landward side of said easement South 29°59'49" West, 86.21 feet; thence South 74°59'49" West, 18.39 feet; thence South 29°59'49" West, 34.79 feet; thence South 60°00'11" East, 58.11 feet; thence South 85°50'00" East, 308.81 feet; thence North 49°10'00" East, 14.14 feet; thence South 85°50'00" East, 201.21 feet; thence North 04°10'00" East, 227.09 feet to the northerly line of Lot 3 as it is shown on said map; thence along said northerly line North 85°50'00" West, 20.00 feet to the westerly line of the area shown on said map as "20' Wide Pedestrian Easement"; thence along said westerly line North 04°10'00" East, 95.00 feet to a point of tangency with a curve to the left having a radius of 29.00 feet; thence along the arc of said curve a distance of 19.32 feet through a central angle of 38°10'00"; thence North 34°00'00" West, 159.92 feet to a point of tangency with a curve to the right having a radius of 95.00 feet; thence along the arc of said curve a distance of 106.11 feet through a central angle of 63°59'49"; thence North 29°59'49" East, 196.75 feet to the southwesterly line of the Parcel shown on said map as "Benicia Yacht Club"; thence along said southwesterly line South 60°00'11" East, 7.62 feet the southeasterly line of said parcel; thence along said line North 29°59'49" East, 125.15 feet to the northeasterly line thereof; thence along said line North 60°00'11" West, 166.12 feet to the southeasterly line of East Second Street as it is shown on said map entitled "Parcel Map Marina Basin Subleasing"; thence along said line North 29°59'49" East, 79.31 feet to the TRUE POINT OF BEGINNING of this description.

Containing 89.54 acres, more or less.

End of Description

BASIS OF BEARINGS:

The bearings used in this description are based on the centerline of East Second Street as it is shown on the map filed in Book 27 of Parcel Maps at page 64, Solano County Records, having a bearing of North 29°59'49" East.

EXHIBIT "D"

This description was prepared by me March 19, 1997.

Steven H. Pepper. PLS No. 7110
License expires: 12/31/98

PROVIDED THAT the State's right, title and interest in the TRUST PARCEL shall be subject to certain existing lease rights in the TRUST PARCEL described as follows:

"RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL)," by and between THE CITY OF BENICIA, a California municipal corporation, as Landlord, and SOUTHERN CALIFORNIA FEDERAL SAVINGS AND LOAN ASSOCIATION, as Tenant, dated April 22, 1990 ("MARINA PARCEL LEASE"). (A memorandum of that lease, entitled MEMORANDUM OF LEASE (MARINA PARCEL) was recorded January 25, 1991 in the Office of the County Recorder of Solano County as Instrument number 910005152). On or about December 12, 1990, the parties entered into a FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL). Subsequently, the RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (MARINA PARCEL), together with the FIRST AMENDMENT thereto, was assigned from Southern California Federal Savings and Loan Association to the Benicia Harbor Corporation under a MEMORANDUM OF ASSIGNMENT, recorded October 30, 1992, as Instrument No. 92100663. The lease has been or will be further amended by that "SECOND AMENDMENT TO RESTATED AND AMENDED MARINA LEASE AGREEMENT (MARINA PARCEL)", by and between the City of Benicia and the Benicia Harbor Corporation.

"RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL), by and between the City of Benicia, as Landlord; and Southern California Federal Saving & Loan Association dated April 22, 1990, as amended by that "FIRST AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT (PHASE II CONDOMINIUMS PARCEL)" dated December 12, 1990, as assigned by Southern California Federal Savings and Loan Association to Kaufman and Broad of Northern Califonria, Inc., by that MEMORANDUM OF ASSIGNMENT OF PHASE II MASTER LEASE; PHASE II OPTION TO PURCHASE; DEVELOPMENT AGREEMENT AND LICENSE AGREEMENT, recorded February 28, 1997, as Series No. 97-12445 in the Office of the County Recorder of Solano County; as further amended by that "SECOND AMENDMENT TO RESTATED AND AMENDED BENICIA MARINA LEASE AGREEMENT" ("PHASE II CONDOMINIUMS PARCEL")," by and between the City of Benicia and Kaufman and Broad of Northern California, Inc.

EXHIBIT "D"

Witness my hand this _____ day of _____, 19____.

CITY OF BENICIA

_____

JERRY HAYES, Mayor

(Notary Acknowledgment(s) attached)

EXHIBIT "D"

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF PUBLIC ACCESS EASEMENT TO STATE

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. _____ in the Official Records of the County of Solano on _____, 1997. This patent is issued pursuant to the terms of the Agreement.

NOW, THEREFORE, the CITY OF BENICIA, a municipal corporation ("Grantor") hereby grants to the STATE OF CALIFORNIA, acting by and through the State Lands Commission ("State"), a nonexclusive easement for public access on, over, and across the following described real property:

A strip of land 15 feet in width lying within Parcel A as that Parcel is shown on the map filed August 14, 1979 in Book 18 of Parcel Maps at Page 75, Official Records of Solano County, said 15 foot strip lying adjacent to and landward of the waterward edge of said Parcel A, said strip being continuous and extending from the southerly projection of the southeasterly line of East Second Street as it is shown on said map, westerly along the most southerly boundary of said Parcel A, northerly along the most westerly boundary of said Parcel A, and easterly along the northerly boundary of said Parcel A to a point 15 feet southeasterly of the southerly projection of the northwesterly line of First Street.

End of Description

EXHIBIT "E"

The description above was written by me May 9, 1997.

Steven H. Pepper, L.S. 7110
License Expires: 12/31/98

LICENSED LAND SURVEYOR
STEVEN H. PEPPER
Exp.12/31/98
No. 7110
STATE OF CALIFORNIA

In the portions of Parcel A that are less than 15 feet in width, the easement shall exist across the entirety of Parcel A in that portion only.

This easement is appurtenant to the TRUST PARCEL that is described in the Agreement.

This easement is for the purpose of affording public access to and from the parcels to which it is appurtenant, including rights in the public to hike, enjoy views, picnic, and otherwise enjoy the various recreational opportunities offered by the easement area and the parcels to which it is appurtenant.

The easement is for non-motorized public access only; provided, that the State and its officers, employees, representatives, lessees, permitees, agents and assigns shall be allowed to use motorized vehicles on the easement for purposes of property management, construction, maintenance and repair of a road or pathway along all or any portion of the easement, and emergencies.

Along all or any portion of the easement, the State may construct, maintain and repair a road or pathway; place trash receptacles, benches, and other facilities and improvements for the convenience of users of the easement; and post informational signs, including, without limitation, signs prohibiting motorized vehicles, firearms, weapons, hunting, and littering. Neither the State nor the City shall be obligated to may any such improvements, nor shall either have any duty to maintain the easement in its unimproved state.

Grantor agrees not to interfere with the foregoing easement rights, and shall not use the easement or adjacent lands for purposes or in a manner that is inconsistent or incompatible with those rights.

This easement is subject to relocation in accordance with the Agreement referred to above and recorded as Instrument No. _____ in the Official Records of the County of Solano.

IN WITNESS WHEREOF,

Witness my hand this _____ day of _____, 19____.

CITY OF BENICIA

_____
JERRY HAYES, Mayor

(Notary Acknowledgment(s) attached)

EXHIBIT "E"

RECORDED AT THE REQUEST OF
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202

WHEN RECORDED MAIL TO
State Lands Commission
100 Howe Avenue, Suite 100-S
Sacramento, CA 95825-8202
Attention: Lance Kiley

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATE OF CALIFORNIA PATENT AND RESERVATION OF PUBLIC TRUST EASEMENT (TRUST PARCEL)

The State Lands Commission, by its Minute Item No. C45, duly adopted at its regular public meeting on March 1, 1995, at Sacramento, California, and by its Minute Item No. C75, duly adopted at its regular public meeting on February 12, 1997 at Long Beach California, after notice pursuant to the requirements of law, approved an Agreement for the Settlement of a Title Dispute ("Agreement") between the State of California acting by and through the State Lands Commission ("State"), the City of Benicia, Benicia Harbor Corporation and Kaufman and Broad of Northern California, Inc., and recorded as Instrument No. _____ in the Official Records of the County of Solano on _____, 1997. This patent is issued pursuant to the terms of the Agreement.

Now, therefore, the STATE remises, releases, assigns, and forever quitclaim to the CITY OF BENICIA, any and all right, title and interest held by the State by virtue of its sovereign trust title to tide and submerged lands in and to the real property described below:

TRUST PARCEL

A parcel of tide and submerged land in the bed of the Carquinez Strait within the legislative grant to the City of Benicia, Solano County, California, pursuant to Chapter 187, Statutes of 1855, as amended, said parcel being more particularly described as follows:

COMMENCING at the northern most corner of Lot 7, as said Lot is shown on the map entitled "Parcel Map Marina Basin Subleasing", filed for record January 22, 1985 in Book 27 of

EXHIBIT "F"

Parcel Maps at Page 64, Solano County Records; thence along the northwesterly line of said Lot South 29°59'49" West, 216.00 feet to the TRUE POINT OF BEGINNING of this description; thence leaving said northwesterly line the following courses:

South 60°00'11" East, 242.87 feet;
North 29°59'49" East, 22.00 feet;
South 60°00'11" East, 5.67 feet;
South 24°32'57" East, 16.67 feet;
South 60°00'11" East, 7.00 feet;
North 29°59'49" East, 7.00 feet;
South 60°00'11" East, 7.06 feet;
North 66°25'38" East, 100.46 feet;
North 29°59'49" East, 4.42 feet;
South 60°00'11" East, 16.50 feet;
North 29°59'49" East, 8.42 feet;
South 60°00'11" East, 43.78 feet;

and North 29°59'49" East, 103.00 feet to the westerly extension of the southwesterly line of "E" Street as said Street is shown on the map entitled "Parcel Map of the Benicia Marina", filed for record August 14, 1979 in Book 18 of Parcel Maps at Page 75, Solano County Records, said southwesterly line having a bearing of North 60°00'11" West, and a distance of 1,536.48 feet per said map ; thence along said westerly extension and said southwesterly line South 60°00'11" East, 77.00 feet; thence leaving said southwesterly line South 29°59'49" West, 104.50 feet; thence South 60°00'11" East, 315.65 feet to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 11.33 feet through a central angle of 43°17'09" to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 14.35 feet through a central angle of 43°17'09"; thence South 60°00'11" East, 98.00 feet; thence North 29°59'49" East, 95.25 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 95.25 feet; thence South 60°00'11" East, 98.00 feet to a point of tangency with a curve to the right having a radius of 19.00 feet; thence along the arc of said curve a distance of 13.52 feet through a central angle of 40°46'07" to a point of tangency with a curve to the left having a radius of 15.00 feet; thence along the arc of said curve a distance of 10.67 feet through a central angle of 40°46'07"; thence South 60°00'11" East, 162.42 feet; thence North 29°59'49" East, 103.50 feet to said southwesterly line of "E" Street; thence along said line South 60°00'11" East, 77.00 feet; thence leaving said line South 29°59'49" West, 101.50 feet; thence South 60°00'11" East, 132.00 feet; thence South 29°59'49" West, 15.58 feet; thence South 11°50'54" East, 3.75 feet; thence South 60°00'11" East, 52.00 feet; thence South 29°59'49" West, 5.63 feet to a point of tangency with a curve to the left having a radius of 40.50 feet; thence along the arc of said curve a distance of 45.49 feet through a central angle of 64°21'00"; thence South 29°59'49" West, 91.74 feet; thence South 60°00'11" East, 76.99 feet; thence North 74°59'49" East, 1.38 feet to a point of tangency with a curve

EXHIBIT "F"

to the left having a radius of 9.50 feet; thence along the arc of said curve a distance of 7.46 feet through a central angle of 45°00'00"; thence North 29°59'49" East, 22.06 feet; thence South 60°00'11" East, 281.61 feet; thence South 86°41'48" East, 44.64 feet to a point of tangency with a curve to the left having a radius of 32.50 feet; thence along the arc of said curve a distance of 25.01 feet through a central angle of 44°05'11" to a point of tangency with a curve to the right having a radius of 45.50 feet; thence along the arc of said curve a distance of 7.34 feet through a central angle of 09°14'37" to the northwesterly line of East Fifth Street as it is shown on the map entitled "Map of the City of Benicia founded by Mariano G. Vallejo, Thomas O. Larkin & Robert Semple", dated 1847 and filed for record April 21, 1874, Solano County Records; thence southerly along said northwesterly line 1,002 feet more or less to the southerly boundary defined in the "Grant to the City of Benicia", Chapter 187, Statutes of 1855, as amended; thence westerly along said grant boundary to the westerly line of West Third Street extended southerly; thence northerly along said westerly line to the intersection with a line that bears North 88°44'48" West from the northwesterly corner of Parcel "A" as it is shown on said map entitled "Parcel Map of the Benicia Marina"; thence leaving said grant boundary southeasterly along said line South 88°44'48" East, 912.3 feet more or less to the most northwesterly corner of said Parcel "A"; thence along the boundary of said Parcel the following courses:

South 03°52'45" West, 52.55 feet;
South 14°19'04" East, 59.13 feet;
South 87°23'19" East, 36.26 feet;
North 43°31'21" East, 9.75 feet;
South 89°50'12" East, 31.58 feet;
South 79°20'52" East, 16.41 feet;
North 81°03'41" East, 42.40 feet;
South 56°00'19" East, 9.61 feet;
North 85°51'42" East, 59.37 feet;
South 67°45'05" East, 18.90 feet;
North 87°40'03" East, 138.34 feet;
North 84°29'45" East, 101.25 feet;
South 87°04'04" East, 93.30 feet;
South 74°24'45" East, 20.96 feet;
South 52°01'59" East, 20.44 feet;
South 30°15'12" East, 11.61 feet;
South 04°25'21" West, 48.04 feet;
South 85°34'39" East, 73.61 feet;
North 04°25'21" East, 40.00 feet;
South 85°34'39" East, 284.00 feet;
North 46°58'20" East, 83.45 feet;
South 87°49'24" East, 51.04 feet;
North 29°59'49" East, 124.00 feet;

EXHIBIT "F"

North 34°19'50" West, 56.92 feet;
North 02°43'05" East, 50.00 feet;
North 29°59'49" East, 44.00 feet;
South 60°00'11" East, 344.00 feet;
North 74°59'49" East, 18.39 feet;
North 29°59'49" East, 68.00 feet;
South 60°00'11" East, 45.00 feet;

thence leaving said Parcel boundary North 10°42'25" East, 10.59 feet to the intersection of the southwesterly line of "B" Street with the southwesterly line of East Second Street as said Streets are shown on the map entitled "Benicia Marina-Phase I for Condominium Purposes" which was filed for record December 29, 1982 in Book 42 of Maps at Page 50, Solano County Records; thence along said southeasterly line North 29°59'49" East, 12.00 feet the southerly line of the Street and Public Access Easement dedicated on said map; thence along said southerly line South 60°00'11" East, 18.50 feet to the most landward side of the area shown on said map as "15' Wide Pedestrian Easement"; thence along the most landward side of said easement South 29°59'49" West, 86.21 feet; thence South 74°59'49" West, 18.39 feet; thence South 29°59'49" West, 34.79 feet; thence South 60°00'11" East, 58.11 feet; thence South 85°50'00" East, 308.81 feet; thence North 49°10'00" East, 14.14 feet; thence South 85°50'00" East, 201.21 feet; thence North 04°10'00" East, 227.09 feet to the northerly line of Lot 3 as it is shown on said map; thence along said northerly line North 85°50'00" West, 20.00 feet to the westerly line of the area shown on said map as "20' Wide Pedestrian Easement"; thence along said westerly line North 04°10'00" East, 95.00 feet to a point of tangency with a curve to the left having a radius of 29.00 feet; thence along the arc of said curve a distance of 19.32 feet through a central angle of 38°10'00"; thence North 34°00'00" West, 159.92 feet to a point of tangency with a curve to the right having a radius of 95.00 feet; thence along the arc of said curve a distance of 106.11 feet through a central angle of 63°59'49"; thence North 29°59'49" East, 196.75 feet to the southwesterly line of the Parcel shown on said map as "Benicia Yacht Club"; thence along said southwesterly line South 60°00'11" East, 7.62 feet the southeasterly line of said parcel; thence along said line North 29°59'49" East, 125.15 feet to the northeasterly line thereof; thence along said line North 60°00'11" West, 166.12 feet to the southeasterly line of East Second Street as it is shown on said map entitled "Parcel Map Marina Basin Subleasing"; thence along said line North 29°59'49" East, 79.31 feet to the TRUE POINT OF BEGINNING of this description.

Containing 89.54 acres, more or less.

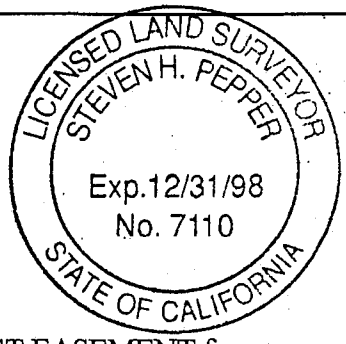
End of Description

BASIS OF BEARINGS:

The bearings used in this description are based on the centerline of East Second Street as it is shown on the map filed in Book 27 of Parcel Maps at page 64, Solano County Records, having a bearing of North 29°59'49" East.

EXHIBIT "F"

This description was prepared by me March 19, 1997.



Steven H. Pepper. PLS No. 7110
License expires: 12/31/98

RESERVING TO THE STATE A PUBLIC TRUST EASEMENT for commerce, navigation, fisheries, water-oriented recreation and other recognized public trust purposes.

SAID PUBLIC TRUST EASEMENT shall be administered by the STATE subject to the acknowledgments, and in the manner, set forth in the Recitals and in paragraphs 5 and 6 in the Agreement recorded as Instrument No. _____ in the Official Records of the County of Solano on _____, 19___.

This Sovereign Lands Patent and Reservation of Public Trust Easement shall become effective upon it recordation in the Official Records of the County Recorder of Solano County.

IN TESTIMONY WHEREOF, I, PETE WILSON, 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 _____ day of _____, in the year of our Lord one thousand nine hundred and _____ _____.

_____
Governor

Attest: _____
Secretary of State

Countersigned: _____
Executive Officer
State Lands Commission

EXHIBIT "F"