

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

1988 JUN -9 AM 8:00

State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attn: Duncan M. Simmons

OFFICIAL RECORDS
MARIN COUNTY CALIFORNIA
JAMES J. DAL BOV

State of California Official Business
Document entitled to free recordation
pursuant to Government Code Section 6103

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788998H

AGREEMENT FOR THE SETTLEMENT OF A TITLE
DISPUTE WITHIN THE CITY OF SAN RAFAEL, COUNTY OF MARIN
AMONG GEORGE H. DEXTER, JR AND GERALDINE L. DEXTER,
THE CITY OF SAN RAFAEL, AND
THE CALIFORNIA STATE LANDS COMMISSION

Instructions to the County Recorder
of the County of Marin

This document includes Deeds of Parties to this Agreement to Other Parties hereto. Therefore, please index this document as follows:

AGREEMENT EXHIBIT IN
WHICH REAL PROPERTY
IS DESCRIBED

<u>GRANTOR</u>	<u>GRANTEE</u>	
City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	George H. Dexter, Jr Geraldine L. Dexter	A (TRUST TERMINATION PARCEL)
State of California acting by and through the State Lands Commission	George H. Dexter, Jr Geraldine L. Dexter	A (TRUST TERMINATION PARCEL)
George H. Dexter, Jr Geraldine L. Dexter	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	B (GRANTED LANDS PARCEL)
George H. Dexter, Jr Geraldine L. Dexter	State of California acting by and through the State Lands Commission	B (GRANTED LANDS PARCEL)

RECEIVED
STATE LANDS COMMISSION

88 JUN 24 PM 3:45

ORIGINAL

George H. Dexter, Jr Geraldine L. Dexter	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	C (UPLAND PARCEL)
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George H. Dexter, Jr Geraldine L. Dexter	State of California acting by and through the State Lands Commission	C (UPLAND PARCEL)
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George H. Dexter, Jr Geraldine L. Dexter	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	D (PUBLIC PEDESTRIAN EASEMENT)
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George H. Dexter, Jr Geraldine L. Dexter	State of California acting by and through the State Lands Commission	D (PUBLIC PEDESTRIAN EASEMENT)
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The parties to this Agreement, dated April 18, 1988, are the State of California, acting by and through the State Lands Commission (STATE), the City of San Rafael (CITY), and George H. Dexter, Jr and Geraldine L. Dexter (PRIVATE PARTY).

RECITALS:

I. This Agreement concerns a parcel of real property in the City of San Rafael, County of Marin and referred to throughout this Agreement as the TRUST TERMINATION PARCEL. The TRUST TERMINATION PARCEL is described in Exhibit A and is shown for reference purposes only on Exhibit E. Both Exhibits A and E are attached to this Agreement and are incorporated as a part of it by this reference.

II. This Agreement also concerns a piece of real property in the City of San Rafael, County of Marin, and referred to throughout this Agreement as the GRANTED LANDS PARCEL. The GRANTED LANDS PARCEL is described in Exhibit B and is shown for reference purposes only on Exhibit E. Both Exhibits B and E are attached to this Agreement and are incorporated as a part of it by this reference.

III. This Agreement also concerns a piece of real property in the City of San Rafael, County of Marin and referred to throughout this Agreement as the UPLAND PARCEL. The UPLAND PARCEL is described in Exhibit C and is shown for reference purposes only on Exhibit E. Both Exhibits C and E are attached to this Agreement and are incorporated as a part of it by this reference.

IV. This Agreement also concerns a piece of real property in the City of San Rafael, County of Marin, which is referred to throughout this Agreement as the PUBLIC PEDESTRIAN EASEMENT. The PUBLIC PEDESTRIAN EASEMENT is described in Exhibit D and is shown for reference only on Exhibit E. Both Exhibits D and E are attached to this Agreement and are incorporated as a part of it by this reference.

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

VI. In its last natural condition, all or part of the TRUST TERMINATION PARCEL lay within the bed of San Rafael Creek, comprised of tide and submerged lands.

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

VIII. Pursuant to the Arkansas Swamp Lands Act and State implementing statutes, certain lands along San Rafael Creek were included within the perimeter boundaries of swamp and overflowed lands sales. These sales included Swamp and Overflowed Patent No. 18 (patented June 6, 1862 to Oliver Irwin) which meandered the north bank of San Rafael Creek and Swamp and Overflowed Patents No. 28 (patented February 3, 1869 to Timothy Mahon) and No. 39 (patented September 16, 1868 to George N. Kritzer), both of which meandered the south bank of San Rafael Creek.

IX. It is unclear what part, if any, of the TRUST TERMINATION PARCEL was included within the boundaries of Swamp and Overflowed Patents Nos. 18, 28, or 39.

X. In 1870, George Allardt surveyed the San Rafael Canal within San Rafael Creek on behalf of the Board of Tidelands Commissioners (BTLC.) Allardt's San Rafael Canal was reserved from sale to private individuals as a public channel for trade and navigation. Allardt also surveyed and numbered lots adjoining the San Rafael Canal. These lots are depicted on Board of Tidelands Commissioners map dated May 10, 1871 and titled "Map No. 2 of Salt Marsh and Tidelands Situate in the County of Marin, State of California."

XI. Subsequent to Allardt's survey of the San Rafael Canal, certain of the lots along the Canal were sold by the Board of Tidelands Commissioner pursuant to Chapter 388, Statutes of 1870. One of these sales is contained in Book I of Deed, Page 594 for the County of Marin.

XII. By Chapter 83, Statutes of 1923, the State of California granted in trust to CITY all tide and submerged land, whether filled or unfilled, within the boundaries of San Rafael as those boundaries then existed. That statutory grant included any and all remaining sovereign title interests of the State of California in the TRUST TERMINATION PARCEL to be held by the CITY in trust subject to the provisions of said statute, the common law public trust for commerce, navigation, and fisheries, and STATE supervisory and reversionary interests. The CITY has held title to such lands pursuant to Chapter 83, Statutes of 1923, as amended, and the common law public trust since that time.

XIII. After substantial title research, the STATE and the CITY contend that:

- A. Only a portion, if any, of the TRUST TERMINATION PARCEL was included within the perimeter description of Swamp and Overflowed Patent Nos. 18, 28 and 39.

- B. Any portion of the TRUST TERMINATION PARCEL included within the perimeter descriptions of Swamp and Overflowed Patent Nos. 18, 28, or 39 which was, in its last natural condition, below the line of high water is subject to a sovereign interest held by the STATE and CITY in such portion despite its inclusion within the perimeter description of a swamp and overflowed lands sale.
- C. No part of the TRUST TERMINATION PARCEL was conveyed by BTLC deed and the BTLC deed found at Book I, Page 594, Office of the Marin County Recorder, did not effectively convey all land laying between Swamp and Overflowed Patents No. 28 and No. 39 and the south side of the San Rafael Canal and Swamp and Overflowed Patent No. 18 and the the north line of San Rafael Canal.
- D. The San Rafael Canal, including the reach of it through the TRUST TERMINATION PARCEL, was never sold into private ownership by the State of California or any other government entity.
- E. The portion of the TRUST TERMINATION PARCEL within the San Rafael Canal remains subject to sovereign interests held by the CITY, subject to STATE reversionary or supervisory interests.

XIV. For various reasons, the PRIVATE PARTY contends that no STATE or CITY interests exist in the TRUST TERMINATION PARCEL. Among these reasons are that:

- A. In its last natural condition, the TRUST TERMINATION PARCEL was neither submerged land nor subject to the ordinary tides.
- B. The STATE, pursuant to the Arkansas Swamp and Overflowed Lands Act of 1850 and State statutory authority, has identified and sold the TRUST TERMINATION PARCEL by Swamp and Overflowed Patents 28, 39 and/or 18 for Marin County and by the BTLC deed found at Book I, page 594, for the County of Marin.

- C. The PRIVATE PARTY or his predecessors in interest have reclaimed the TRUST TERMINATION PARCEL as required by law.
- D. Any and all sovereign title held by the STATE and/or CITY in the TRUST TERMINATION PARCEL has been terminated by the relocation of the San Rafael Canal.
- E. The PRIVATE PARTIES and their predecessors in interest have paid all required real property taxes on the TRUST TERMINATION PARCEL.

XV. The PRIVATE PARTY holds record title to the TRUST TERMINATION PARCEL by a purchase made in 1972.

XVI. The TRUST TERMINATION PARCEL was filled beyond the line of the ordinary tides some time before 1930.

XVII. A resolution of the parties's rights, titles, and interests in the TRUST TERMINATION PARCEL would require protracted and vigorously disputed litigation if the controversy could not be resolved by settlement.

XVIII. It is in the best interests of the parties to resolve their dispute by compromise settlement and to avoid the anticipated substantial costs, time requirements, and uncertainties of litigation.

XIX. In the interest of settlement, the STATE and CITY have conducted a study and evaluation of the title evidence and the principles of law and the merits of the legal positions of the parties to this Agreement.

XX. The TRUST TERMINATION PARCEL has over the years been subject to substantial artificial influences including, but not limited to, filling, structures, and other improvements.

XXI. The result of these artificial processes has been to obliterate evidence of the natural location of the tide and submerged lands within or adjacent to the TRUST TERMINATION PARCEL, as well as to the extent to which changes in the TRUST TERMINATION PARCEL are attributed to natural as opposed to artificial processes. This has made the resolution of the above-stated disputes substantially more difficult and uncertain.

XXII. The consequent uncertainties as to the true location, character, and boundaries of the tide and submerged lands within or adjacent to the TRUST TERMINATION PARCEL and the existence of public trust interests are now impeding development for either private or public use.

XXIII. The public interest requires that said outstanding title problems be resolved and forever laid to rest either through lengthy, complex, and burdensome litigation or through agreement between the affected parties.

XXIV. In order to avoid litigation of uncertain result, the parties have, after extensive negotiation, decided that it is in the best interest of all concerned to resolve this dispute by:

- A. The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaiming to the PRIVATE PARTY any and all sovereign interests in the TRUST TERMINATION PARCEL it may hold by virtue of that grant in trust, as amended.
- B. The STATE quitclaiming to the PRIVATE PARTY any and all of the STATE's rights by virtue of its sovereignty in the TRUST TERMINATION PARCEL reserved to the STATE by Chapter 83, Statutes of 1923, as amended.
- C. The PRIVATE PARTY'S payment to the CITY of \$75,000 for the termination of the CITY'S and the STATE'S sovereign interests in the TRUST TERMINATION PARCEL. These funds shall be held in an interest-bearing account established by the CITY, with the concurrence of the STATE, for the purchase of new land which is suited to public trust uses and which will take on the legal character of tide and submerged lands subject to the grant, as amended, to the CITY, the common law public trust for commerce, navigation, fisheries, and recreation and the reversionary and supervisory interests of the STATE.
- D. The PRIVATE PARTY quitclaiming to the CITY any interest they hold in the GRANTED LANDS PARCEL as tide

and submerged lands subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory interests of the STATE.

- E. The PRIVATE PARTY quitclaiming to the STATE those supervisory and reversionary interests in the GRANTED LANDS PARCEL reserved to it under Chapter 83, Statutes of 1923, as amended.
- F. The PRIVATE PARTY granting to the CITY of all their right, title and interest in the UPLAND PARCEL, described in Exhibit C attached hereto and to be held by the CITY as lands of the legal character of tide and submerged lands, subject to the reversionary and supervisory rights of the STATE.
- G. The PRIVATE PARTY granting to the STATE of those supervisory and reversionary rights in the UPLAND PARCEL reserved to the State by Chapter 83, Statutes of 1923 as amended, as lands of the legal character of tide and submerged lands.
- H. The PRIVATE PARTY granting of a public pedestrian access easement to the CITY in the PUBLIC PEDESTRIAN EASEMENT described in Exhibit D. This easement shall be held by the CITY as granted lands pursuant to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights of the STATE.
- I. The PRIVATE PARTY granting to the STATE those supervisory and reversionary rights in the PUBLIC PEDESTRIAN EASEMENT described in Exhibit D which were reserved to the STATE by Chapter 83, Statutes of 1923, as amended.
- J. The Agreement of the STATE and CITY that the PEDESTRIAN ACCESS EASEMENT shall be subject to relocation. The parties to this Agreement will issue deeds to implement this relocation once the access easement has been constructed and surveyed.

XXV. The California Legislature has enacted Chapter 1742 of the Statutes of 1971 to provide for the settlement of title and

boundary problems in the City of San Rafael and to provide for the exchange of certain lands or interests in lands which are currently located above the line of mean high tide and which are no longer necessary or useful for commerce, navigation, and fisheries.

XXVI. In Section 2 of said Chapter 1742, the Legislature found and declared that portions of the lands within San Rafael Creek and Canal as defined in said Chapter, have been improved in connection with the development of San Rafael Creek and Canal and in the process of such development have been filled and reclaimed, and are no longer necessary or useful for commerce, navigation, and fisheries.

XXVII. Chapter 1742 further provides that when such lands have been filled, the CITY, upon receipt of such consideration as is authorized in Chapter 1742, may by document, quitclaim or conveyance, convey, release, or quitclaim portions of such lands.

XXVIII. The STATE and CITY have determined that (subject to the recordation of this Agreement) the consideration provided by this Agreement to be received by the CITY and STATE acting in their trust capacities is equal to or exceeds the value of any and all sovereign interests in the TRUST TERMINATION PARCEL.

XXIX. This Agreement will permit the TRUST TERMINATION PARCEL to be developed for private purposes and will provide the CITY with real property and with funds to purchase other land or interests in land for the purposes enumerated in Chapter 83, Statutes of 1923, as amended, and the common law public trust for commerce, navigation, and fisheries. This Agreement will also insure public access to the San Rafael Canal from Francisco Boulevard, or such other street upon relocation as herein provided for, through the PUBLIC PEDESTRIAN EASEMENT as it is described in this Agreement or as it may be relocated.

In consideration of the preceding recitals and the terms that follow, the parties agree that:

TERMS:

1. CITY's Quitclaim to PRIVATE PARTY of the TRUST TERMINATION PARCEL.

The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaims to PRIVATE PARTY all of CITY's right, title, and interest held pursuant to Chapter 83, Statutes of 1923, as amended, in the TRUST TERMINATION PARCEL described in Exhibit A.

2. STATE's Quitclaim to PRIVATE PARTY of TRUST TERMINATION PARCEL.

STATE quitclaims to PRIVATE PARTY all of its right, title, and interest existing by virtue of its sovereignty in the TRUST TERMINATION PARCEL described in Exhibit A.

3. PRIVATE PARTY'S Quitclaim to CITY of GRANTED LANDS PARCEL.

PRIVATE PARTY quitclaims to the CITY all their right, title, and interest in the GRANTED LANDS PARCEL described in Exhibit B to be held as tide and submerged lands subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights reserved to the State of California by Chapter 83, Statutes of 1923.

4. PRIVATE PARTY'S Quitclaim to STATE of Rights Reserved in GRANTED LANDS PARCEL.

PRIVATE PARTY quitclaims to the STATE those supervisory and reversionary rights in the GRANTED LANDS PARCEL described in Exhibit B, reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

5. PRIVATE PARTY'S Grant to the CITY of the UPLAND PARCEL.

PRIVATE PARTY grants to the CITY all their right, title and interest in the UPLAND PARCEL described in Exhibit C to be held as lands of the legal character of tide and submerged lands subject to Chapter 83, Statutes of 1923 as amended and subject to the reversionary and supervisory rights reserved to the State of California by Chapter 83, Statutes of 1923 as amended.

6. PRIVATE PARTY'S Grant to the STATE of Rights Reserved in the UPLAND PARCEL.

PRIVATE PARTY grants to the STATE those supervisory and reversionary rights in the UPLAND PARCEL described on Exhibit C and to be held as lands of the legal character of tide and submerged lands reserved to the State of California by Chapter 83, Statutes of 1923 as amended.

7. PRIVATE PARTY'S Grant to the CITY of a Public Pedestrian Easement.

PRIVATE PARTY grants to the City of San Rafael a public pedestrian access easement in the PUBLIC PEDESTRIAN EASEMENT described in Exhibit D to this Agreement. This access easement is granted as a property right subject to Chapter 83, Statutes of 1923, as amended, and subject to the reversionary and supervisory rights reserved to the State of California by that Chapter.

8. PRIVATE PARTY'S Grant to STATE of Rights Reserved to it in the PUBLIC PEDESTRIAN EASEMENT.

PRIVATE PARTY grants to the STATE those supervisory and reversionary rights in a public pedestrian access easement in the PUBLIC PEDESTRIAN EASEMENT described in Exhibit D of this Agreement, reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

9. Relocation of PUBLIC PEDESTRIAN EASEMENT.

The parties agree that the PUBLIC PEDESTRIAN EASEMENT described in Exhibit D may be relocated by PRIVATE PARTY, without expense, cost or liability of the CITY or STATE, to a location that is equally convenient for the purposes of the easement if and when a new street paralleling and between Francisco Boulevard and the San Rafael Canal is built, dedicated and opened. Such new location of the PUBLIC PEDESTRIAN EASEMENT shall connect such new street and UPLAND PARCEL. CITY and STATE shall then execute such deeds as are necessary to vacate the present PUBLIC PEDESTRIAN EASEMENT in exchange for PRIVATE

PARTY'S grant of the new PUBLIC PEDESTRIAN EASEMENT over such relocation. PRIVATE PARTY shall obtain, at their own cost and expense, a policy of title insurance acceptable to the CITY and STATE, insuring title to the PUBLIC PEDESTRIAN EASEMENT as relocated pursuant to this Agreement.

10. PRIVATE PARTY'S Payment of \$75,000.00 to CITY.

PRIVATE PARTY shall pay \$75,000.00 (seventy five thousand dollars) to CITY for the purposes of and by the procedures described in Paragraphs 21 and 22 of this Agreement.

11. State Lands Commission Approvals.

The STATE, upon execution and recordation of this Agreement and pursuant to State Lands Commission Calendar Item No. 44 (approved at the State Lands Commission's April 12, 1988 meeting), hereby:

- A. Finds and declares, pursuant to and in accordance with Section 2 of Chapter 1742 of the Statutes of 1971, that the TRUST TERMINATION PARCEL has heretofore been improved in connection with the development of San Rafael, and in the process of such development has been filled and reclaimed, is no longer below the present line of mean high tide, and is no longer necessary or useful for commerce, navigation, or fisheries, or for such uses or trusts as are or have been imposed by the statutory grants of tide and submerged lands from the State of California to the CITY and is hereby freed from such statutory and common law trusts.
- B. In accordance with Sections 5, 6, and 7 of Chapter 1742 of the Statutes of 1971, approves this Agreement and the conveyances provided for herein and approves the conveyance to PRIVATE PARTY of all of the sovereign right, title, and interest of the STATE and CITY.

- C. In accordance with Sections 5, 6, and 7 of Chapter 1742, Statutes of 1971, approves the conveyance by the CITY in its trust capacity to PRIVATE PARTY of all right, title, and interest of the CITY held by virtue of Chapter 83, Statutes of 1923, as amended, in the TRUST TERMINATION PARCEL.
- D. Further finds and declares that the consideration to be placed in an account and to be held in trust by CITY for the purchase of land pursuant to this Agreement and the real property interests acquired hereunder have a value equivalent to or exceeding the value of the interests of the STATE and CITY being conveyed to PRIVATE PARTY in the TRUST TERMINATION PARCEL and approves the adequacy of the consideration as determined by the CITY and STATE with respect to the settlement provided for herein, in accordance with Sections 5, 6 and 7 of Chapter 1742 of the Statutes of 1971.
- E. Finds and declares that this Agreement will permanently preserve public pedestrian access from Francisco Boulevard to the present waterfront of the San Rafael Canal subject to relocation as provided for herein.
- F. Finds and declares that the provisions of Section 8.5, Chapter 1742, Statutes of 1971, shall not apply to the TRUST TERMINATION PARCEL. The reason for this is that the application of Section 8.5 would prevent the settlement of this title dispute which settlement is in the public interest.

12. Notarization.

All signatures by parties to this Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment with respect to such acknowledgments shall be attached to the respective document to which it pertains so as

to allow the recordation thereof in the County of Marin, California.

13. Prohibition on Sale or Encumbrances.

Upon execution of this Agreement, neither the CITY, PRIVATE PARTY nor the STATE shall sell, transfer, assign, mortgage, pledge or hypothecate, whether by operation or law or otherwise, any of their respective rights, title, or interests in or to the TRUST TERMINATION PARCEL, the GRANTED LANDS PARCEL, the UPLAND PARCEL, or the PUBLIC PEDESTRIAN EASEMENT prior to the recording of this Agreement.

14. Agreement Binding on Heirs, Assigns, Etc.

All the terms, provisions and conditions herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

15. Modification.

No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

16. Gender.

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

17. No Effect on Other Lands.

The provisions of this Agreement do not constitute nor are they to be construed as an admission by any party concerning the boundaries of or character of title or interest in any lands outside the TRUST TERMINATION PARCEL, the GRANTED LANDS PARCEL, the UPLAND PARCEL and the PUBLIC PEDESTRIAN EASEMENT.

18. Headings.

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

19. Acceptance of Conveyances and Consent of Recording.

By their execution of this Agreement, the parties each authorize acceptance of and accept the conveyances of each other party. Further, the parties consent to the recordation of this Agreement and the conveyances in it by their execution below.

20. Further Assurances.

So long as authorized by applicable laws, the parties will perform such other acts and execute, acknowledge, and deliver all further conveyances and other instruments that may be necessary to more 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. The STATE and the CITY agree that should the PRIVATE PARTY elect to confirm this Agreement and the STATE and CITY's conveyances of their sovereign interests in the TRUST TERMINATION PARCEL by seeking a judgment to quiet title or other suitable judicial decree, the STATE and CITY will fully cooperate.

21. Use of Funds by CITY.

CITY and STATE agree to establish an account for deposit of the \$75,000.00 generated by this Agreement. The account shall be at a bank acceptable to both the CITY and STATE and the funds shall be administered pursuant to mutual instructions. The CITY and STATE hereby agree that the funds deposited in the account established by them shall be held in trust subject to all provisions of Chapter 1742 of the Statutes of 1971, as amended, as well as the common law public trust for commerce, navigation, and fisheries, and shall be used only for the purchase of lands or any interest therein which have the lawful character of historic tidelands or submerged lands, or which are in their present condition susceptible to public trust purposes.

22. Purchase of Parcels by CITY.

The CITY and the STATE further agree that any lands purchased with the funds deposited in the account established by them shall take on the legal character of tide and submerged lands held in trust subject to the provisions of Chapter 83 of

the Statutes of 1923, as amended, as well as the common law trust for commerce, navigation, and fisheries.

23. Escrow.

A. The parties to this Agreement agree to open an escrow account with California Land Title Company of Marin County (ESCROW AGENT) to facilitate this Settlement Agreement. The parties agree to deposit the following documents in such escrow account:

B. Deposits by Parties:

(1) STATE shall deposit the following documents:

(a) A letter with the seal of the State Lands Commission embossed upon it stating that the State Lands Commission approved this Agreement at its April 12, 1988 meeting and that the Commission authorized its execution on the Commission's behalf;

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

(2) CITY shall deposit the following documents:

(a) A certified copy of a resolution of its City Council approving this Agreement and authorizing its execution on CITY's behalf;

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

(3) PRIVATE PARTY shall deposit the following documents:

(a) This Agreement, duly and properly executed by them.

(b) A cashier's or certified check in the face amount of \$75,000.00 (Seventy-five thousand dollars) and payable to "the City of San Rafael as trustee pursuant to Chapter 1742 of the Statutes of 1971."

24. Recordation.

Upon the receipt of all the documents listed in paragraph 23 section (b) of this Agreement and the written approval of all

parties to this Agreement of the condition of title to the TRUST TERMINATION PARCEL, the GRANTED LANDS PARCEL, the UPLAND parcel, and the PUBLIC PEDESTRIAN EASEMENT as shown in a pro forma title commitment, ESCROW AGENT, if it has not received a written objection by a party hereto to the closing of escrow, shall notify the parties of its intention to close escrow and to record this Agreement and any related documents and shall set a date certain for such recordation and closing. At 8:00 a.m., or as early as possible on the date chosen for the close of escrow, ESCROW AGENT shall record this Agreement in the Office of the County Recorder for the County of Marin, California. ESCROW AGENT shall then release the \$75,000.00 check to the City of San Rafael.

25. Allocation of Costs and Expenses.

PRIVATE PARTY shall bear any expenses and fees associated with the escrow and the recordation of this Agreement. All other fees, costs, and expenses of any attorney, engineer, or other person employed or retained by a party in connection with this Agreement shall be borne by that party.

26. Compromise Agreement.

It is expressly understood that the Agreement of the parties set forth herein is in compromise and settlement of their dispute with regard to various title and boundary disputes described in the recitals herein. Nothing contained herein shall be an admission of any party hereto with respect to such disputes and shall not be used by any person in any proceeding, whether judicial or otherwise, as evidence of an alleged admission.

27. Counterparts.

This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

28. Effective Date.

This Agreement shall become effective upon its execution by

the parties to the Agreement, their attorneys, and the Governor of the State of California.

28. No Effect On Other Government Jurisdiction

This Agreement has no effect whatsoever on the regulatory, environmental, or other jurisdiction of any federal, state, local, or other government entity.

29. No Admission or Effect If Agreement Not Recorded

If this Agreement is not recorded by August 31, 1988, the Agreement will have no force or effect, and no party will have any rights, duties, claims or obligations under it.

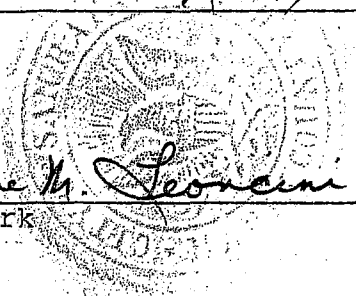
IN WITNESS WHEREOF, each party has caused this Agreement to be executed either individually or by its duly authorized officers on the date set forth opposite their signatures.

Dated: April 20, 1988. CITY OF SAN RAFAEL

By *James E. Wilson*
Mayor

Dated: April 20, 1988. ATTEST:

Jeanne M. Leonardini
City Clerk



Dated: April 19, 1988 CITY ATTORNEY
CITY OF SAN RAFAEL

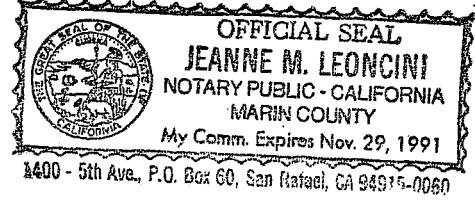
By *Gary R. Royshon*

STATE OF CALIFORNIA)
) ss.
COUNTY OF MARIN)

On this 20th day of APRIL, 1988, before me, JEANNE M. LEONCINI, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared LAWRENCE E. MULRYAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Mayor of the City of San Rafael that executed the within document and acknowledged to me that said City of San Rafael did execute the same.

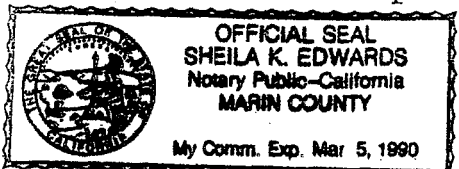
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jeanne M. Leoncini
JEANNE M. LEONCINI, NOTARY PUBLIC in and for said County and State.



STATE OF CALIFORNIA)
County of Marin) ss.

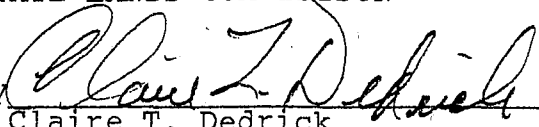
On this 19th day of April, in the year 1988, before me, the undersigned, a Notary Public for said State, personally appeared Gary T. Ragghianti, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as City Attorney, City of San Rafael, on behalf of the public body therein named, and acknowledged to me that the public body executed it.



Sheila K. Edwards
Notary Public for said State

Dated: 4/28/88, 1988.

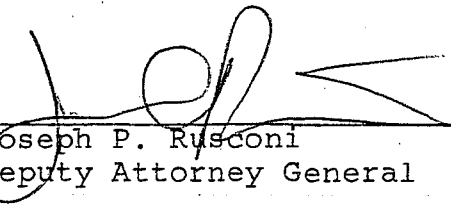
STATE OF CALIFORNIA
STATE LANDS COMMISSISON

By 
Claire T. Dedrick
Executive Officer

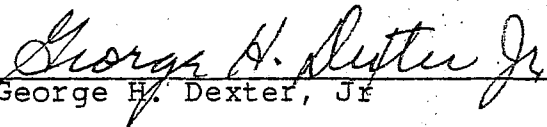
Dated: 4/22/88, 1988.

APPROVED BY:

JOHN VAN DE KAMP
ATTORNEY GENERAL

By 
Joseph P. Rusconi
Deputy Attorney General

Dated: 4/19/88, 1988


George H. Dexter, Jr

Dated: 4/19/88, 1988


Geraldine L. Dexter

GENERAL ACKNOWLEDGMENT

88 30473

NO. 201

State of California }
County of Sacramento } SS.

On this the 28th day of April 1988, before me,


M. Sue Breece

the undersigned Notary Public, personally appeared

Claire T. Dedrick

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

M. Sue Breece
Notary's Signature

 M. SUE BREECE
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission expires Nov. 22, 1991

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Marin } SS.

On this the 19th day of April 1988, before me,


Sheila K. Edwards

the undersigned Notary Public, personally appeared

Geraldine L. Dexter

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Sheila K. Edwards
Notary's Signature

 OFFICIAL SEAL
SHEILA K. EDWARDS
Notary Public-California
MARIN COUNTY
My Comm Exp Mar 5, 1990

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Marin } SS.

On this the 19th day of April 1988, before me,


Sheila K. Edwards

the undersigned Notary Public, personally appeared

George H. Dexter, Jr.

personally known to me
 proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Sheila K. Edwards
Notary's Signature

 OFFICIAL SEAL
SHEILA K. EDWARDS
Notary Public-California
MARIN COUNTY
My Comm. Exp. Mar 5, 1990

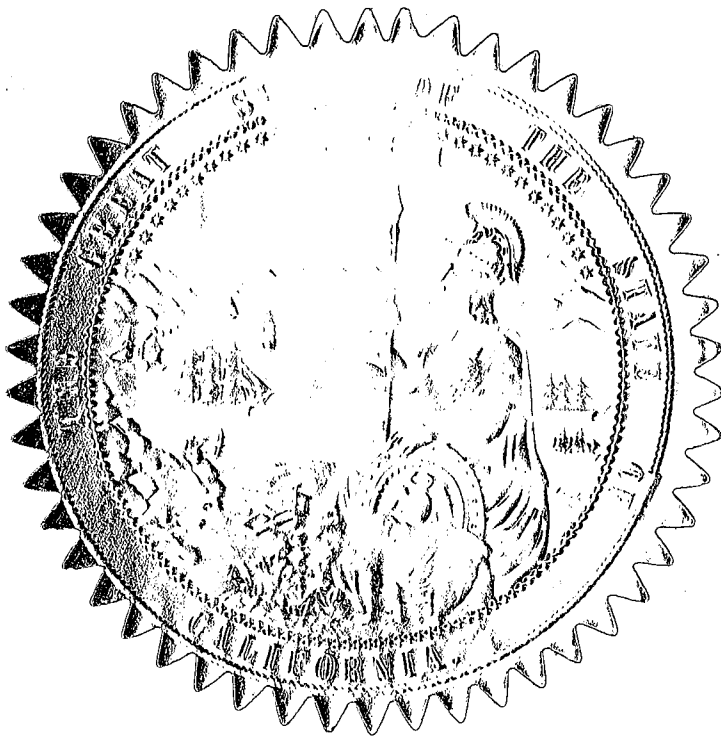
STATE OF CALIFORNIA)
) ss.
 COUNTY OF SACRAMENTO)

IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, 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 9th day of May, in the year of our Lord one thousand nine hundred and eighty-eight.

George Deukmejian
 GOVERNOR
 STATE OF CALIFORNIA

Attest:

March Jong Eu
 SECRETARY OF STATE
 STATE OF CALIFORNIA



WILLIAM O. LOCKETT, JR.

LICENSED LAND SURVEYOR AND LAND PLANNER

2804 TOPAZ DRIVE
NOVATO, CALIFORNIA 94947

(415) 897-8512

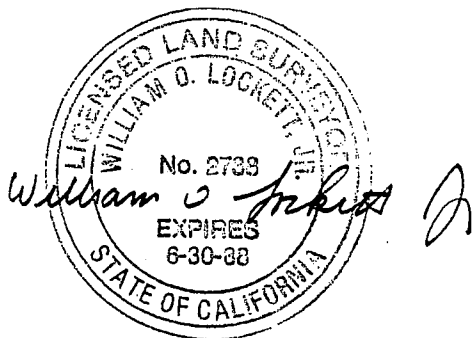
EXHIBIT "A" - TRUST TERMINATION PARCEL

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at the point of intersection of the westerly line of Parcel One as described in the deed from McPhail's, Inc., a California corporation to George H. Dexter, Jr. and Geraldine Lorraine Dexter recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records with the southwesterly line of the San Rafael Canal as shown on that certain map entitled "RECORD OF SURVEY - RESURVEY OF THE SAN RAFAEL CANAL AS SHOWN ON MAP NO. 2 OF THE SALT MARSH AND TIDE LANDS SITUATE IN THE COUNTY OF MARIN AS ORIGINALLY SURVEYED UNDER THE DIRECTION OF G.F. ALLARDT IN 1870", recorded May 14, 1974 in Book 12 of Surveys at page 25, Marin County Records, which point of intersection bears North 11°50' East (called North 11°45' East in said deed) 22.34 ft. from the southwesterly corner of said Parcel One: running thence from said point of beginning along said westerly line North 11°50' East 100.15 ft. to a point in the northeasterly line of the San Rafael Canal as shown on the aforesaid map; thence along said Canal line South 40°25'55" East (called South 39°07'45" East on said map) 172.31 ft. to Station 37 of said Canal survey; thence continuing along said northeasterly line South 59°55'55" East (called South 58°37'45" East on said map) 94.70 ft. to a point in the easterly line of Parcel Two as conveyed to Dexter in the aforesaid deed; thence along said easterly line South 11°50' West (called South 11°45' West in said deed) 83.38 ft. to a point in the southwesterly line of the aforesaid San Rafael Canal; thence along said Canal line North 59°55'55" West (called North 58°37'45" West on said map) 66.87 ft. to a point in the southwesterly line of the aforesaid Parcel Two; thence along the southwesterly lines of Parcels Two and One northwesterly on a curve to the right with a radius of 19,900 ft. whose center bears North 36°20'33" East through a central angle of 0°17'13" for a distance of 99.66 ft. to a point in the southwesterly line of said Canal; thence along said Canal line North 40°25'55" West (called North 39°07'45" West on said map) 91.21 ft. to the point of beginning. Containing 20,459 square feet.

April 8, 1988



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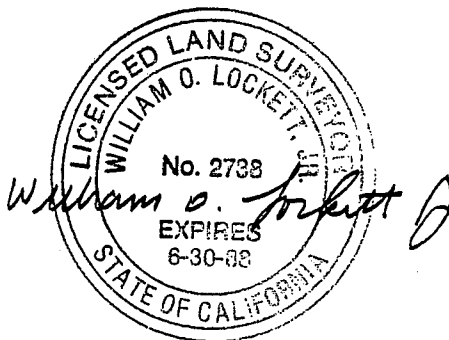
EXHIBIT "B" - GRANTED LANDS PARCEL

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at a point in the westerly line of Parcel One as described in the deed from McPhail's, Inc., a California corporation to George H. Dexter, Jr. and Geraldine Lorraine Dexter, recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records, which point bears North $11^{\circ}50'$ East (called North $11^{\circ}45'$ East in said deed) 739.86 ft. from the southwesterly corner of said Parcel One: running thence from said point of beginning along said westerly line North $11^{\circ}50'$ East 40.22 ft. to the northwesterly corner of said Parcel One; thence along the northerly line of Parcels One and Two as conveyed to Dexter in the aforesaid deed South $76^{\circ}30'30''$ East 226.31 ft. to the northeasterly corner of Parcel Two; thence along the easterly line of Parcel Two South $11^{\circ}50'$ West (called South $11^{\circ}45'$ West in said deed) 46.27 ft.; thence leaving said line North $65^{\circ}00'$ West 63.08 ft.; thence North $77^{\circ}32'$ West 109.34 ft. and North $81^{\circ}12'$ West 55.53 ft. to the point of beginning.
Containing 8352 square feet.

April 8, 1988



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EXHIBIT "C" - UPLAND PARCEL

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at a point in the westerly line of Parcel One as described in the deed from McPhail's, Inc., a California corporation to George H. Dexter, Jr. and Geraldine Lorraine Dexter, recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records, which point bears North $11^{\circ}50'$ East (called North $11^{\circ}45'$ East in said deed) 717.83 ft. from the southwesterly corner of said Parcel One: running thence from said point of beginning along said westerly line North $11^{\circ}50'$ East 22.03 ft.; thence leaving said line South $81^{\circ}12'$ East 55.53 ft.; thence South $77^{\circ}32'$ East 109.34 ft. and South $65^{\circ}00'$ East 63.08 ft. to a point in the easterly line of Parcel Two as conveyed to Dexter in the aforesaid deed; thence along said easterly line South $11^{\circ}50'$ West (called South $11^{\circ}45'$ West in said deed) 22.59 ft.; thence leaving said line North $65^{\circ}00'$ West 65.81 ft.; thence North $77^{\circ}32'$ West 106.22 ft. and North $81^{\circ}12'$ West 56.00 ft. to the point of beginning. Containing 5015 square feet.

April 8, 1988



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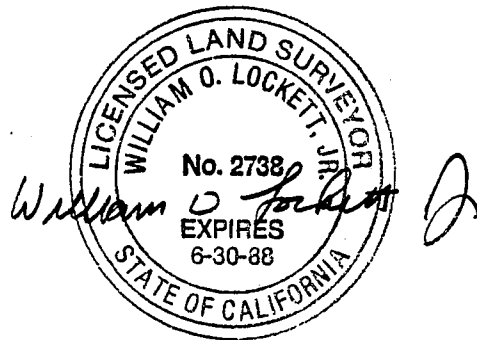
EXHIBIT "D" - PUBLIC PEDESTRIAN EASEMENT

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at the southwesterly corner of Parcel One as described in the deed from McPhail's, Inc., a California corporation, to George H. Dexter, Jr. and Geraldine Lorraine Dexter recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records: running thence from said point of beginning along the westerly line of said Parcel One North 11°50' East (called North 11°45' East in said deed) 717.83 ft.; thence leaving said line South 81°12' East 10.01 ft. and South 11°50' West 723.02 ft. to a point in the southwesterly line of the aforesaid Parcel One; thence along said line North 53°10'35" West (called North 53°00'30" West by deed) 11.03 ft. to the point of beginning. Containing 7201 square feet.

April 8, 1988



RESOLUTION NO. 7736

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT QUITCLAIM DEEDS FROM GEORGE H. DEXTER, JR. AND GERALDINE L. DEXTER FOR PORTIONS OF A.P. #14-152-02 AND #14-152-32 & 33

WHEREAS, on April 18, 1988 the San Rafael City Council adopted Resolution No. 7717, entitled "A Resolution of the City Council of the City of San Rafael Authorizing the Mayor to Execute an Agreement to Settle a Title Dispute with George H. Dexter, Jr. and Geraldine L. Dexter"; and

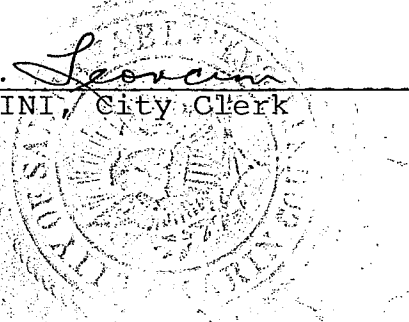
WHEREAS, that agreement called for George H. Dexter, Jr. and Geraldine L. Dexter to quitclaim interests in real estate described in Exhibits "B", "C", & "D" (attached).

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Rafael hereby authorizes the City Manager to execute all additional documents necessary to implement the agreement entered into under Resolution 7717, including the acceptance of quitclaim deeds.

I, JEANNE, M. LEONCINI, Clerk of the of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 16th, day of May, 1988, by the following vote, to wit:

- AYES: COUNCILMEMBERS: Boro, Breiner, Thayer & Mayor Mulryan
- NOES: COUNCILMEMBERS: None
- ABSENT: COUNCILMEMBERS: Frugoli

Jeanne M. Leoncini
JEANNE M. LEONCINI, City Clerk



WILLIAM O. LOCKETT, JR.
LICENSED LAND SURVEYOR AND LAND PLANNER

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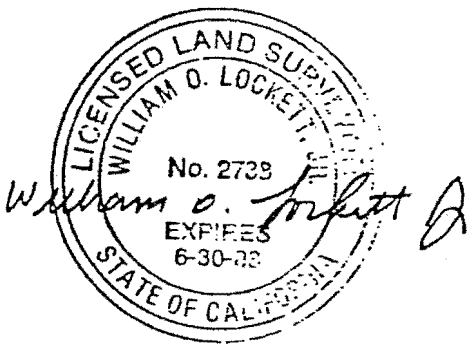
EXHIBIT "B" - GRANTED LANDS PARCEL

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at a point in the westerly line of Parcel One as described in the deed from McPhail's, Inc., a California corporation to George H. Dexter, Jr. and Geraldine Lorraine Dexter, recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records, which point bears North 11°50' East (called North 11°45' East in said deed) 739.86 ft. from the southwesterly corner of said Parcel One: running thence from said point of beginning along said westerly line North 11°50' East 40.22 ft. to the northwesterly corner of said Parcel One; thence along the northerly line of Parcels One and Two as conveyed to Dexter in the aforesaid deed South 76°30'30" East 226.31 ft. to the northeasterly corner of Parcel Two; thence along the easterly line of Parcel Two South 11°50' West (called South 11°45' West in said deed) 46.27 ft.; thence leaving said line North 65°00' West 63.08 ft.; thence North 77°32' West 109.34 ft. and North 81°12' West 55.53 ft. to the point of beginning.
Containing 8352 square feet.

April 8, 1988



WILLIAM O. LOCKETT, JR.

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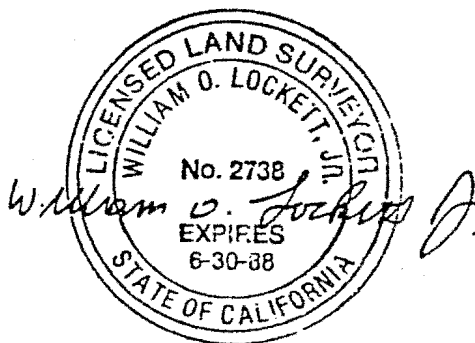
EXHIBIT "C" - UPLAND PARCEL

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at a point in the westerly line of Parcel One as described in the deed from McPhail's, Inc., a California corporation to George H. Dexter, Jr. and Geraldine Lorraine Dexter, recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records, which point bears North $11^{\circ}50'$ East (called North $11^{\circ}45'$ East in said deed) 717.83 ft. from the southwesterly corner of said Parcel One: running thence from said point of beginning along said westerly line North $11^{\circ}50'$ East 22.03 ft.; thence leaving said line South $81^{\circ}12'$ East 55.53 ft.; thence South $77^{\circ}32'$ East 109.34 ft. and South $65^{\circ}00'$ East 63.08 ft. to a point in the easterly line of Parcel Two as conveyed to Dexter in the aforesaid deed; thence along said easterly line South $11^{\circ}50'$ West (called South $11^{\circ}45'$ West in said deed) 22.59 ft.; thence leaving said line North $65^{\circ}00'$ West 65.81 ft.; thence North $77^{\circ}32'$ West 106.22 ft. and North $81^{\circ}12'$ West 56.00 ft to the point of beginning.
Containing 5015 square feet.

April 8, 1988



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EXHIBIT "D" - PUBLIC PEDESTRIAN EASEMENT

DESCRIPTION

That certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

BEGINNING at the southwesterly corner of Parcel One as described in the deed from McPhail's, Inc., a California corporation, to George H. Dexter, Jr. and Geraldine Lorraine Dexter recorded July 31, 1972 in Book 2594 of Official Records at page 169, Marin County Records: running thence from said point of beginning along the westerly line of said Parcel One North 11°50' East (called North 11°45' East in said deed) 717.83 ft.; thence leaving said line South 81°12' East 10.01 ft. and South 11°50' West 723.02 ft. to a point in the southwesterly line of the aforesaid Parcel One; thence along said line North 53°10'35" West (called North 53°00'30" West by deed) 11.03 ft. to the point of beginning.
Containing 7201 square feet.

April 8, 1988

