RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO: STATE OF CALIFORNIA STATE LANDS COMMISSION 100 HOWE AVE., SUITE 100S SACRAMENTO, CA 95825	Sacramento County Donna Allred, Clerk/Recorder		
ATTN: JAMES R. FREY, STAFF COUNSEL (916) 574-1829 / freyj@slc.ca.gov	Doc # 201805170212 5/17/2018 9:03:50 AM	Fees Taxes	\$0.00 \$0.00
STATE OF CALIFORNIA - OFFICIAL BUSINESS - DOCUMENT ENTITLED TO FREE RECORDATION PURSUANT TO GOVERNMENT CODE SECTION 27383 NO TAX DUE	REB Titles 1 Pages 131	PCOR Paid	\$0.00 \$0.00

S.L.C. W 26265 / AD 666

Above Space For Recorder's Use

APNs: 009-0012-069, 009-0020-003

#### AGREEMENT BETWEEN THE STATE LANDS COMMISSION AND THE CITY OF SACRAMENTO TO ESTABLISH A COMMON BOUNDARY LINE BETWEEN STATE SOVEREIGN LANDS AND CITY OWNED LANDS AT MILLER PARK IN SACRAMENTO, SACRAMENTO COUNTY

This Agreement is made and entered into by and between the State of California (State), acting by and through the State Lands Commission (SLC), and the City of Sacramento (City), a municipal corporation (collectively referred to as the Parties or in the singular as Party, as the context requires).

#### RECITALS

A. This Agreement concerns parcels of land in and adjacent to the present bed of the Sacramento River commencing at the south line of the right of way of U.S. Highway 50 and Pioneer Bridge spanning the Sacramento River and extending downstream to the southerly boundary of Miller Park, all of which are depicted for reference purposes only in Exhibit A – Depiction of the Subject Property Pre-Agreement to this Agreement and referred to herein as the "Subject Property". The Subject Property does not include parcels owned by any person or entity who is not a party to this Agreement.

B. The State, upon being admitted to the Union on September 9, 1850, and by virtue of its sovereignty, received fee title to all lands lying within its navigable tidal waterways up to their ordinary high water mark (OHWM) subject to the public trust for commerce, navigation, fisheries, recreation and conservation of natural resources and other recognized public trust purposes.

C. The Sacramento River (River) was and is a navigable tidal waterway, subject to the public trust for commerce, navigation, fisheries, recreation, conservation of natural resources and other recognized public trust purposes and based on these facts December 6, 2017 SLC claims fee title to the bed of the Sacramento River up to the OHWM in its last natural location within the Subject Property. See Exhibit B-1-A - State River Lands Adjacent to City Fee Lands North Parcel Pre-Agreement - Legal Description; Exhibit B-1-B State River Lands Adjacent to City Fee Lands North Parcel Pre-Agreement Exhibit Map; Exhibit B-2-A – State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Legal Description; and Exhibit B-2-B - State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Legal Description; and Exhibit B-2-B - State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Legal Description; and Exhibit B-2-B - State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Exhibit Map.

D. Rancho New Helvetia (Rancho), which was confirmed to John Sutter by the United States Supreme Court on February 14, 1859 (c.f. 62 U.S. 119, 21 Howard 170), is located on the left (east) bank of the Sacramento River.

E. At some time after 1850 and before 1900, levees were constructed along the east (left) bank of the Sacramento River and have been maintained and improved continuously since then. Accurate maps and descriptions showing the location of the levees relative to the Sacramento River prior to 1900 cannot be found despite the best efforts of the Parties. At various times since 1850, this portion of the Sacramento River and Miller Park have been subject to flooding, accretion, erosion, avulsion, filling, construction of levees, wing dams, docks, dredging, and regulated flows.

F. Through mesne conveyances, City holds record title to various parcels of uplands within the Subject Property. See Exhibit C-1-A – City Fee Lands North Parcel Pre-Agreement - Legal Description; Exhibit C-1-B - City Fee Lands North Parcel Pre-Agreement – Exhibit Map; Exhibit C-2-A - City Fee Lands Miller Park Parcel Pre-Agreement – Legal Description; and Exhibit C-2-B - City Fee Lands Miller Park Parcel Pre-Agreement – Exhibit Map. Portions of these parcels are located within the Rancho's described boundaries. Other portions are within the historic bed of the Sacramento River.

G. During the 1960s the SLC disputed ownership of the lands comprising Miller Park and the location of the OHWM in its last natural condition. A legislative resolution (Legislative Resolution) was sought and enacted in Chapter 1266, Statutes of 1970 and modified in Chapter 625, Statutes of 1973. See Exhibit D and Exhibit E. In this Legislative Resolution the Legislature granted the State's interest in the disputed lands to the City conditioned upon the City and SLC first coming to an agreement on the ownership of the disputed lands and, by inference, the location of the OHWM. The 1960s dispute has remained unresolved until now.

H. SLC and City have previously entered into State Lands Commission Lease No. PRC 7775.9 (City Document No. 2014-0430), dated August 25, 2014, authorizing the City to dredge sovereign lands at the Miller Park Boat Launch Ramp and the entrance channel of the Sacramento Marina from August 3, 2014 through August 2, 2024. This Agreement is not intended to amend or otherwise alter the terms and conditions of this lease except to the extent that the proposed agreed common boundary line shall reduce the quantity of lands embraced by the lease and amend the lease's legal description. The Parties proposed to amend the lease land description by separate instrument to

reflect this modification or to enter into a new lease authorizing dredging and the maintenance of an existing dock not now under lease from the SLC.

I. Representatives of City and SLC have conducted an extensive study and investigation of the area within and adjacent to the subject area of the Sacramento River and have examined historical maps, aerial photos, hydrological data and other evidence concerning the area in an effort to determine the last natural location of the OHWM of the river.

J. A judicial resolution of the Parties' rights, titles and interests in all of the identified parcels would require costly, protracted, and vigorously disputed litigation with uncertain results if the controversy could not be resolved by settlement.

K. The Parties consider it expedient, necessary and in the best interests of the State, the public, and City to resolve this title dispute by agreement, thereby permanently fixing, establishing and forever setting to rest any and all questions relating to the boundaries and respective property rights of the Parties in the Subject Property.

L. Pursuant to the provisions of Division 6 of the Public Resources Code, including sections 6216 and 6301 the SLC is vested with all jurisdiction and authority as to the State's right, title, and interest in ungranted navigable waterways.

M. The SLC, acting on behalf of State, is authorized under Division 6 of the Public Resources Code, including section 6357, to enter into title settlement agreements and to establish by agreement the location of the ordinary high-water mark or the ordinary low water mark, the legal boundaries of the swamp, overflowed, marsh, tide or submerged lands of this State, whenever it is deemed expedient or necessary.

N. City represents that it has authority to settle its claims through the execution of the Agreement.

O. Government Code section 66412, subdivision (e), provides that the Subdivision Map Act do not apply to title settlement agreements to which the SLC is a Party.

P. Pursuant to Public Resources Code section 21080.11 and California Code of regulations, title 14, section 15282 (f), this Agreement is exempt from the requirements of the California Environmental Quality Act as a settlement of boundary and title issues.

Q. This Agreement as shown on Exhibit F – Depiction of Subject Property Post Agreement, provides for the establishment of an agreed common boundary line (See Exhibit G-1-A – Agreed Common Boundary Line – Legal Description and Exhibit G-1-B – Agreed Common Boundary Line – Exhibit Map – Sheets 1-10) resulting in (1) the establishment of a permanently fixed common boundary separating the property interests of City in the uplands from those of the State in and along the Sacramento River; (2) a quitclaim by each of the Parties to the lands of the other; and (3) confirmation of the

December 6, 2017

3

Legislative Grants in 1970 and 1973 as modified by this Agreement. As a result of this Agreement the lands identified above in Paragraphs C and F above will now be referred to as follows:

1. City Fee Lands North Parcel Post Agreement: That certain parcel of land located southerly and adjacent to Pioneer Bridge and U.S. Highway 50. See Exhibit H-1-A – City Fee Lands North Parcel Post Agreement - Legal Description and Exhibit H-1-B – City Fee Lands North Parcel Post Agreement - Exhibit Map.

2. City Fee Lands Miller Park Parcel Post Agreement: Lands for which the City has record title from Alice Miller, Henry Cowell Lime & Cement Co. and Ella T. Merkley. Such lands are hereafter to be characterized as City owned fee lands and are all landward of the Agreed Common Boundary Line established herein. See Exhibit H-2-A – City Fee Lands Miller Park Parcel Post Agreement - Legal Description and Exhibit H-2-B – City Fee Lands Miller Park Parcel Post Agreement - Agreement - Exhibit Map.

3. City Granted Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement: Portions of the State's tide and submerged lands which have been granted to City by Chapter 1266, Statutes of 1970 and Chapter 626, Statutes of 1973; all of which are waterward of the Agreed Common Boundary Line established herein. See Exhibit H-3-A – City Granted Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement - Legal Description and Exhibit H-3-B – City Granted Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement- Exhibit Map.

4. State River Lands Adjacent to City Fee Lands North Parcel Post Agreement: State owned lands between the centerline of the Sacramento River and the Agreed Common Boundary Line adjacent to the North Parcel. Such lands are hereafter to be characterized as state sovereign tide and submerged lands. They are not subject to Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973. See Exhibit I-1-A – State River Lands Adjacent to City Fee Lands North Parcel Post Agreement – Legal Description and Exhibit I-1-B – State River Lands Adjacent to City Fee Lands North Parcel Post Agreement – Exhibit Map.

5. State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement: State owned lands between the centerline of the Sacramento River and the Agreed Common Boundary Line at Miller Park. Such lands are hereafter to be characterized as state sovereign tide and submerged lands. Portions of these lands are granted to City pursuant to Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973. See Exhibit I-2-A – State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement - Legal Description and Exhibit I-2-B – State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement - Exhibit Map.

NOW, THEREFORE, in consideration of the foregoing recitals and the following December 6, 2017

terms contained in the Agreement, the Parties mutually agree, and respectively convey, certain property rights as follows:

#### AGREEMENT

This Agreement is to settle the dispute regarding title to lands described herein and permanently to establish and fix the location of an Agreed Common Boundary Line between the real property interests of the State and those of the City. In order to effectuate this intent the Parties hereby agree as follows:

#### 1. Agreed Common Boundary Line:

- a. The location of the Agreed Common Boundary Line is hereby established as that certain fixed line more particularly described in Exhibit G-1-A Agreed Common Boundary Line Legal Description and shown on Exhibit G-1- B Exhibit Map Sheets 1-10, attached hereto and incorporated herein by this reference. The herein agreed to location of the Agreed Common Boundary Line is the boundary between (1) City Fee Lands North Parcel Post Agreement described in Exhibit H-1-A and State River Lands Adjacent to City Fee Lands North Parcel Post Agreement described in Exhibit I-1-A; and (2) City Fee Lands Miller Park Parcel Post Agreement, described in Exhibit H-2-A and State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement, described in Exhibit H-2-A and State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement described in Exhibit I-2-A.
- b. The location of the Agreed Common Boundary Line, agreed to as the Parties' common boundary, is not intended to be a meander line. It shall be fixed and permanent, according to the courses and distances set forth in the description of the Agreed Common Boundary Line set forth in Exhibit G-1-A without change by reason of fluctuation due to the forces of nature or artificial influences except as stated below in Paragraph 4.c below.
- 2. Conveyances of Property Interests: To further effectuate the intent of the Agreement, the Parties hereto enter into the following conveyances:
  - a. City to State: City of Sacramento hereby remises, releases and quitclaims to the State of California any and all of its right, title and interest in and to (1) the State River Lands Adjacent to City Fee Lands North Parcel Post Agreement as described in Exhibit I-1-A and as shown in Exhibit I-1-B; and to (2) State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement as described in Exhibit I-2-A and as shown in Exhibit I-2-B to the extent that such lands are waterward (westerly) of the herein established Agreed Common Boundary Line as described in Exhibit G-1-A; and excepting and reserving to itself an easement for purposes of pedestrian access, erosion control, bank stabilization, vegetation removal, and landscaping over a strip of land 100 feet in width lying contiguous with and waterward (westerly) of the easterly line of the hereinabove described State River Lands Adjacent To City Fee Lands North Parcel Post Agreement as described in Exhibit I-1-A and as shown in Exhibit I-1-B and State River Lands

Adjacent to City Fee Lands Miller Park Parcel Post Agreement as described in Exhibit I-2-A and as shown in Exhibit I-2-B; provided, however, that City shall have no right to alter the river bank or extend it into the bed of the Sacramento River or to modify, construct or install any structure or access way of any kind or to deposit material of any type on the river bank or in the bed of the Sacramento River waterward of the Agreed Common Boundary Line described in Exhibit G-1-A without first having obtained the written consent of State; and provided further, however, City may, without the prior approval of State, conduct routine maintenance of access ways established as of the date of this Agreement, vegetation removal, and landscaping; and (3) those certain leasehold rights to dredge state reserved mineral interests in the City Granted Lands Adjacent to Miller Park Parcel Post-Agreement Portion of APN: 009-0020-003 (Exhibit H-3-A) granted in Lease No. PRC 7775.9 (City Agreement Number 2014-0430) dated August 25, 2014 between the State of California, acting by and through its State Lands Commission, and the City of Sacramento, as it may be amended from time to time.

- b. State to City: State of California hereby remises, releases and quitclaims to the City of Sacramento any and all of its right, title, and interest in and to (1) City Fee Lands North Parcel Post Agreement described in Exhibit H-1-A and shown in Exhibit H-1-B and (2) City Fee Lands Miller Park Parcel Post Agreement described in Exhibit H-2-A and shown on Exhibit H-2-B hereto lying landward (easterly) of the above established Agreed Common Boundary Line as described in Exhibit G-1-A.
- **3.** Settlement of Real Property Dispute at Miller Park: City and State agree that the provisions of this Agreement resolve the dispute between them over the ownership of Parcel No. 1 (Parcel 1) and Parcel No. 2 (Parcel 2) as described in Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973. More specifically, City and State agree that:
  - a. State is the owner of those portions of Parcel No. 1 and Parcel No. 2 waterward of the Agreed Common Boundary Line established in Paragraph 1 above and described in Exhibit G-1-A and as shown on Exhibit G-1-B - Sheets 1-10 and quitclaimed by City pursuant to Paragraph 2.a above.
  - b. The State owned lands are characterized as sovereign tide and submerged lands and are subject to the grants described in Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973.
  - c. City is the owner in fee simple of those portions of Parcel No. 1 and Parcel No 2 landward (easterly) of the Agreed Common Boundary Line established in Paragraph 1 above and described in Exhibit G-1-A and as shown in Exhibit G-1-B Sheets 1-10 and quitclaimed by State pursuant to Paragraph 2.b above.

d. State confirms to the City the statutory grants of those portions of Parcel No. 1 and December 6, 2017 6

Parcel No. 2 to the extent that they are waterward (westerly) of the Agreed Common Boundary Line established in Paragraph 1 above and described in Exhibit G-1-A and shown on Exhibit G-1-B – Sheets 1-10 subject to the terms and conditions set forth in Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973.

- e. City accepts the grant of those portions of Parcel No. 1 and Parcel No. 2 to the extent they are waterward (westerly) of the Agreed Common Boundary Line established in Paragraph 1 above and described in Exhibit G-1-A and agrees to hold them subject to the terms and conditions of this Agreement and as set forth in Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973.
- f. Notwithstanding the above, City and/or State intend to pursue legislation to repeal and revoke the grant of lands to City by Chapter 1266, Statutes of 1970 and Chapter 625, Statutes of 1973 to the extent such granted lands are located waterward (westerly) of the Agreed Common Boundary Line described in Exhibit G-1-A herein. The Parties agree, however, that the grant remains effective until the grant has been revoked by the Legislature.

#### 4. General Terms of Agreement:

- a. Perfection of Title: The right, title and interest of State in City Fee Lands North Parcel Pre-Agreement and City Fee Lands Miller Park Parcel Pre-Agreement and the right, title and interest of City in State River Lands Adjacent to City Fee Lands North Parcel Pre-Agreement and State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement are quitclaimed by the respective Parties to the other pursuant to this Agreement solely for the purpose of perfecting title to the disputed lands and, accordingly, for tax assessment purposes, the quitclaims do not involve a change in ownership pursuant to section 62, subdivision (b), of the California Revenue and Taxation Code and 3.16.040 of the Sacramento City Code.
- **b. Compromise of Claims:** It is hereby expressly understood and agreed by the Parties that the provisions set forth herein have been agreed upon for the purposes of compromise and settlement of the dispute over the interests and titles of the Parties and of the boundary between their respective properties and, accordingly, for tax assessment purposes, said quitclaims do not involve a change in ownership pursuant to section 62(b) of the California Revenue and Taxation Code and 3.16.040 of the Sacramento City Code.
- c. Impacts of Rise in Sea Level: The boundaries established and conveyances made pursuant to this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction, submergence or temporary levee failure, whether due to natural or artificial causes. However, should lands freed of the Public Trust Easement for commerce, navigation and fisheries, as described in the cases of Marks v. Whitney (1971) 6 Cal. 3d. 251 and State of California v.

Superior Court of Lake County (Lyon) (1981) 29 Cal. 3d. 210 and cases following them, become permanently inundated from waters of the Sacramento River, whether due to erosion, levee failure that is not repaired or sea level rise that results in the land being submerged or subject to the ebb and flow of the tide or below the then existing elevation of ordinary high water mark, the lands for so long as such conditions exist will be subject to the Public Trust Easement. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015.

- **d.** 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 or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside of this Agreement except as may be expressly determined and provided herein.
- e. Acceptance of Conveyances and Recordation of Agreement: By execution of this Agreement, City accepts the conveyance herein and consents to the recordation of this Agreement and the conveyance herein and other documents executed pursuant to this Agreement. By execution of the attached Certificate of Acceptance and Consent to Recording, State accepts the herein described conveyance and hereby consents to the recordation of this Agreement and other documents executed pursuant to this Agreement.
- f. Indemnification of SLC by City: The SLC, its employees, agents and officers do not assume and shall have no liability or duty whatsoever arising from this Agreement to maintain or repair any presently existing or future bank stabilization, erosion control, public access, vegetation removal or landscaping located on or otherwise affecting the lands involved in this Agreement. Except for their intentional or negligent acts or omissions, the SLC, its employees, agents and officers shall incur no liability nor assume any responsibility whatsoever for damages, injuries, causes of action or otherwise, resulting now or hereafter from any defect of the bank stabilization, erosion control, public access, vegetation removal or landscaping, including but not limited to its condition, state of repair or maintenance, state of development, design height, weakness, or any other defect whatsoever; and, subject to the foregoing exceptions, City, its successors and assigns, hereby waive any such claims, demands, or causes of action against the SLC, its employees, agents and officers thereof, and agree to indemnify and hold and save the SLC, its employees, agents and officers harmless from any and all such claims or demands only to the extent caused by the intentional or negligent acts or omissions of City, its employees, agents or officers. Nothing in this Agreement shall be construed as an acknowledgement or acceptance by City of any duty or responsibility to plan, design, construct, repair or maintain any bank stabilization, erosion control, public access, vegetation removal or landscaping located on or otherwise affecting the lands involved in this Agreement.

|||

g. Escrow and Recordation of Documents: The Parties agree not to require the

services of a Title Insurance Company and Escrow Agent. On behalf of the Parties, State shall cause the recordation of this Agreement.

- **h. Title Insurance:** The Parties shall independently elect whether to obtain a policy of title insurance insuring their titles, and shall each individually pay or cause to be paid the premiums and costs of any such title insurance policy for their respective interests.
- i. Judicial Confirmation: At its own discretion, any Party may elect to obtain a judicial confirmation of this Agreement and its title pursuant to Code of Civil Procedure sections 760.010 through 764.080.
  - i. If a Party chooses to do so, the electing Party shall file a complaint within 30 days of execution of this Agreement by all of the Parties or the right to such confirmation shall be waived. Each Party shall cooperate with the other in obtaining such a confirmatory judgment.
  - ii. If a court of competent jurisdiction enters a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it are invalid, and should that determination be upheld on final appeal (if one is filed), the Parties agree that the Agreement shall no longer be effective for any purpose, and that the Parties shall re-convey 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 positions they were in prior to the execution of this Agreement.
  - iii. Upon entry of any judgment confirming the validity of the settlement embodied in this Agreement as provided in Paragraph 4.ii, each Party shall be deemed to have waived any right to appeal from the judgment. A judgment declaring the Agreement invalid may be appealed by any Party.
- **j. Exemptions:** This Agreement is in settlement of a title and boundary dispute and is therefore exempt from the provisions of: a) the California Environmental Quality Act pursuant to Public Resources Code section 21080.11, and b) the Subdivision Map Act pursuant to Government Code section 66412, subdivision (e).
- **k.** Governmental Regulation: This Agreement does not exempt City from the regulatory, environmental, land use or other jurisdiction of any federal, state, local, or other government entity.
- I. Additional Lands: Some parcels to the north of Miller Park, as depicted on Exhibits A and F, are not currently owned by City or SLC but by other parties. In the event that City or an agency of City acquires any or all of these parcels, by executing this document, State and City agree that the Agreed Common Boundary Line described herein, to the extent that it crosses any or all of these parcels, shall be the boundary between State sovereign lands and City owned lands. Within 30

days of acceptance of title to any lands not currently subject to this Agreement but within the Subject Property as depicted on Exhibit F, City agrees to execute a quitclaim deed to State of any and all of City's right, title and interest over such lands to the extent that such lands lie waterward of the Agreed Common Boundary Line as described in Exhibit G-1-A above. Concurrently with the acceptance of such a quitclaim, State agrees to quitclaim to City any and all of State's right, title and interest in and to those adjacent lands to the extent that they lie landward of the Agreed Common Boundary Line.

- **m. Further Assurances:** So long as authorized by applicable laws to do so, the Parties hereto will perform such other acts, and execute, acknowledge and deliver all further documents, conveyances and other instruments that may be necessary to effectuate fully the provisions of this Agreement. The Parties hereto consent to the entry of all orders and judgments necessary or appropriate to effectuate this Agreement.
- **n.** Successors and Assigns: This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, assigns and beneficiaries of the Parties hereto.
- **o. Ineffectiveness of Agreement:** In the event this Agreement does not become effective, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in the subject property.
- **p.** No Effect on other Government Jurisdiction: This Agreement shall have no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local or other governmental entity.
- **q.** Modification of Agreement: No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by all of the Parties to this Agreement.
- r. Allocation of Costs and Expenses: All 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.
- **s. 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.
- t. Notarization of Signatures: All signatures of the Parties to this Agreement and all documents executed pursuant to this Agreement, excluding the Governor, shall be acknowledged before a Notary Public to allow them to be recorded in the office of the Recorder of the County of Sacramento, California.

- **u.** Effective Date of Agreement: This Agreement, after execution by all Parties hereto, shall become binding and effective upon it being duly recorded in the office of the Recorder of the County of Sacramento, State of California.
- v. Incorporation of Recitals and Exhibits: All preliminary Recitals and Exhibits to this Agreement (Exhibits A through I-2-B) are hereby incorporated by reference within it.

w. Exhibits: The Exhibits to this Agreement are as follows:

~

- i. Exhibit A: Depiction of the Subject Property Pre-Agreement.
- ii. Exhibit B-1-A: State River Lands Adjacent to City Fee Lands North Parcel Pre-Agreement – Legal Description.
- iii. Exhibit B-1-B: State River Lands Adjacent to City Fee Lands North Parcel Pre-Agreement – Exhibit Map.
- iv. Exhibit B-2- A: State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Legal Description
- v. Exhibit B-2-B: State River Lands Adjacent to City Fee Lands Miller Park Parcel Pre-Agreement – Exhibit Map.
- vi. Exhibit C-1-A: City Fee Lands North Parcel Pre-Agreement Legal Description.
- vii. Exhibit C-1-B: City Fee Lands North Parcel Pre-Agreement Exhibit Map.
- viii. Exhibit C-2-A: City Fee Lands Miller Park Parcel Pre-Agreement Legal Description.
- ix. Exhibit C-2-B: City Fee Lands Miller Park Parcel Pre-Agreement Exhibit Map
- x. Exhibit D: Chapter 1266, Statutes of 1970.
- xi. Exhibit E: Chapter 625, Statutes of 1973.
- xii. Exhibit F: Depiction of the Subject Property Post Agreement.
- xiii. Exhibit G-1-A: Agreed Common Boundary Line Legal Description Legal Description

xiv. Exhibit G-1-B: Agreed Common Boundary Line - Exhibit Map – Sheets 1-10. December 6, 2017

- xv. Exhibit H-1-A: City Fee Lands North Parcel Post Agreement Legal Description.
- xvi. Exhibit H-1-B: City Fee Lands North Parcel Post Agreement Exhibit Map.
- xvii. Exhibit H-2-A: City Fee Lands Miller Park Parcel Post Agreement Legal Description.
- xviii. Exhibit H-2-B: City Fee Lands Miller Park Parcel Post Agreement Exhibit Map.
- xix. Exhibit H-3-A: City Granted Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement Legal Description.
- xx. Exhibit H-3-B: City Granted Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement Exhibit Map.
- xxi. Exhibit I-1-A: State River Lands Adjacent to City Fee Lands North Parcel Post Agreement Legal Description.
- xxii. Exhibit I-1-B: State River Lands Adjacent to City Fee Lands North Parcel Post Agreement Exhibit Map.
- xxiii. Exhibit I-2-A: State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement Legal Description.
- xxiv. Exhibit I-2-B: State River Lands Adjacent to City Fee Lands Miller Park Parcel Post Agreement Exhibit Map.

[Signatures on Following Pages]

To witness this Agreement, a duly authorized officer of each party has executed it below on the date opposite each signature.

> STATE OF CALIFORNIA STATE LANDS COMMISSION

Date: 3 19 2018

By:

JENNIFER LUCHESSI EXECUTIVE OFFICER

Approved as to form:

Xavier Becerra Attorney General State of California

By: Decan Decan Jeremy Brown

**Deputy Attorney General** 

Date: 2/7/18

CITY OF SACRAMENTO By: Howard Chan City Manager

Approved as to form:

Matthew Ruyak Interim City Attorney City of Sacramento

eputy City Attorney

Attest By/Date:

Wendy Klock-Johnson, Assistant City Clerk

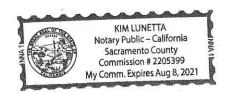
#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of <u>Sector</u>	( drag
On MARCH 19, 2018 Date	before me, Kin LUNETTA NOTALY PUBLIC, Here Insert Name and Title of the Officer
personally appeared	JEDDIFER LUCCHESI
Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

totenton Signature

Signature of Notary Public

Place Notary Seal Above

- OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document, Schleder         Title or Type of Document:         Document Date:         Document Signer(s)         Other Than Named Above:	Est Betweets THE STATE UNDS. City of Szchengens (miller PARK) Number of Pages: 130
Capacity(les) Claimed by Signer(s) Signer's Name:	Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:
KEREKEKEKEREKEKEKEREKEREKEREKEKEKEKEKEK	Charles and the second se

©2015 National Notary Association • www.NationalNotary.org • 1-800-US-NOTARY (1-800-876-6827) Item #5907

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	)		
County of SACR	HMENTO )		
On February 7,2	018 before me, Navela	laguel Detoro Decrosz "Notary Public"	_,
Date		Here Insert Name and Title of the Officer	
personally appeared	HOWARD	CHAN	
		Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

· OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document	
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer — Title(s):	Corporate Officer — Title(s):
Partner —      Limited      General	Partner —      Limited      General
□ Individual □ Attorney in Fact	Individual Attorney in Fact
□ Trustee □ Guardian or Conservator	□ Trustee □ Guardian or Conservator
Other:	□ Other:
Signer Is Representing:	Signer Is Representing:

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

#### IN APPROVAL WHEREOF,

I, Edmund G. Brown Jr., Governor of the State of California, have set my hand and caused the seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California.

Given under my hand at the City of Sacramento this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, in the Year of Our Lord Two Thousand and Eighteen.

EDMUND G. BROWN JR.

GOVERNOR



Attest:

ALEX PADILLA

SECRETARY OF STATE

Countersigned:

**JENNIFER LUCCHESI** 

Executive Officer State Lands Commission

## [This Page Intentionally Left Blank.]

#### Surveyor's Statement

Legal Descriptions and Exhibit Maps included herein as Exhibits A through I-2 were prepared by me or under my direction and are based upon a field survey in conformance with the requirements of the Professional Land Surveyor's Act at the request of the City of Sacramento in March, 2017.

Date: DECEMBER 13, 2017

Michael R. Dequine, L.S. 5614 Expires: 9/30/2018

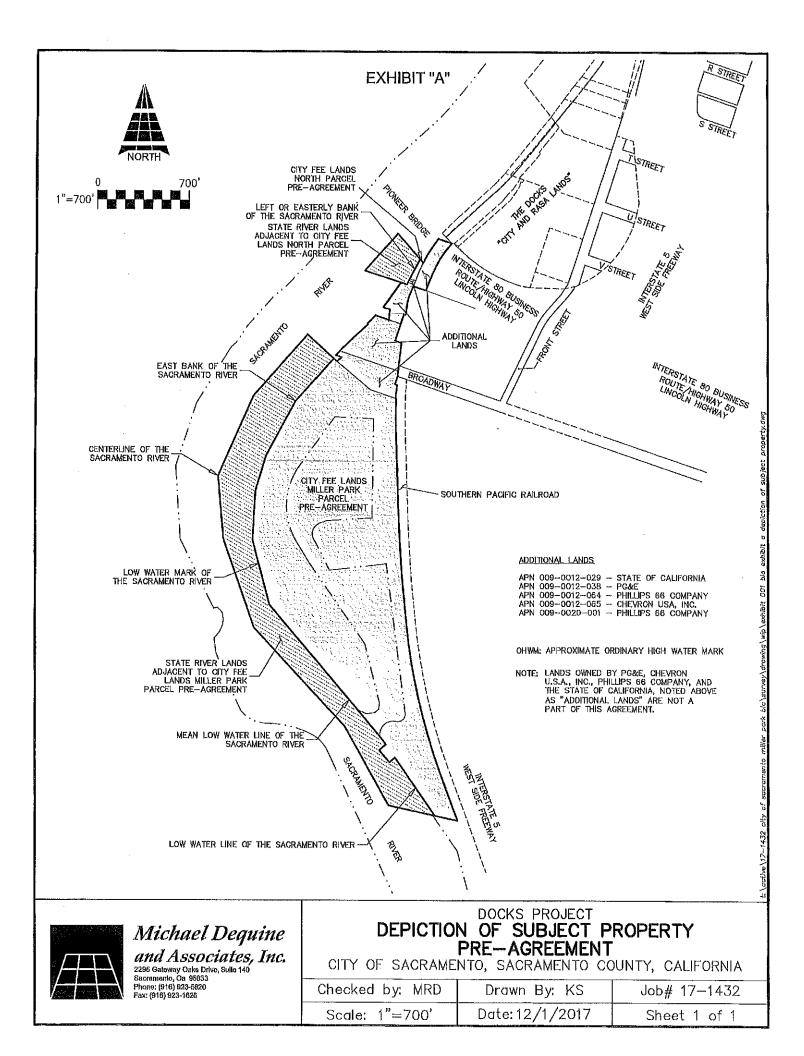


#### Basis of Bearings

The Basis of Bearings for the Legal Descriptions and Exhibit Maps included herein as Exhibits A through I-2 is the line between NGS Monument PID AC 9226 (Epoch 2004.69) and JS (Epoch 2002.53) the bearing of which is computed to be North 15°47'50" East as computed from published NGS coordinate values.

## EXHIBIT "A"

## DEPICTION OF THE SUBJECT PROPERTY PRE-AGREEMENT



## EXHIBIT "B-1-A"

.

# STATE RIVER LANDS ADJACENT TO CITY FEE LANDS NORTH PARCEL PRE-AGREEMENT

## LEGAL DESCRIPTION

.

December 6, 2017

.

#### Exhibit B-1-A State River Lands adjacent to City Fee Lands North Parcel – Pre-Agreement Page 1 of 1

Beginning at the northwest corner of that City of Sacramento parcel of land described in that certain Grant Deed recorded in Book 760223 at Page 0610, Sacramento County Records, Sacramento County, California, said point being located on the southerly right of way line of Highway 50 as said right of way line is shown on the State of California, Transportation Agency, Department of Public Works, Division of Highways Monument Map "Yolo/Sac 50 P.M. 0.1 Sheet 4 of 8", said point being also located at the top of bank of the left or easterly bank of the Sacramento River; Thence from said Point of Beginning, southerly along the top of bank of the left or easterly bank of the Sacramento parcel; thence westerly along the westerly projection of the southerly line of said City of Sacramento parcel to the center of the Sacramento River; thence northerly along the centerline of the Sacramento River to the southerly line of said City of Sacramento parcel to the center of the Sacramento River; thence northerly along the centerline of the Sacramento River to the southerly line of said City of Sacramento parcel to the center of the Sacramento River; thence northerly along the centerline of the Sacramento River to the southerly line of said Highway 50 right of way line; thence easterly along said right of way line to the Point of Beginning

- END OF DESCRIPTION-

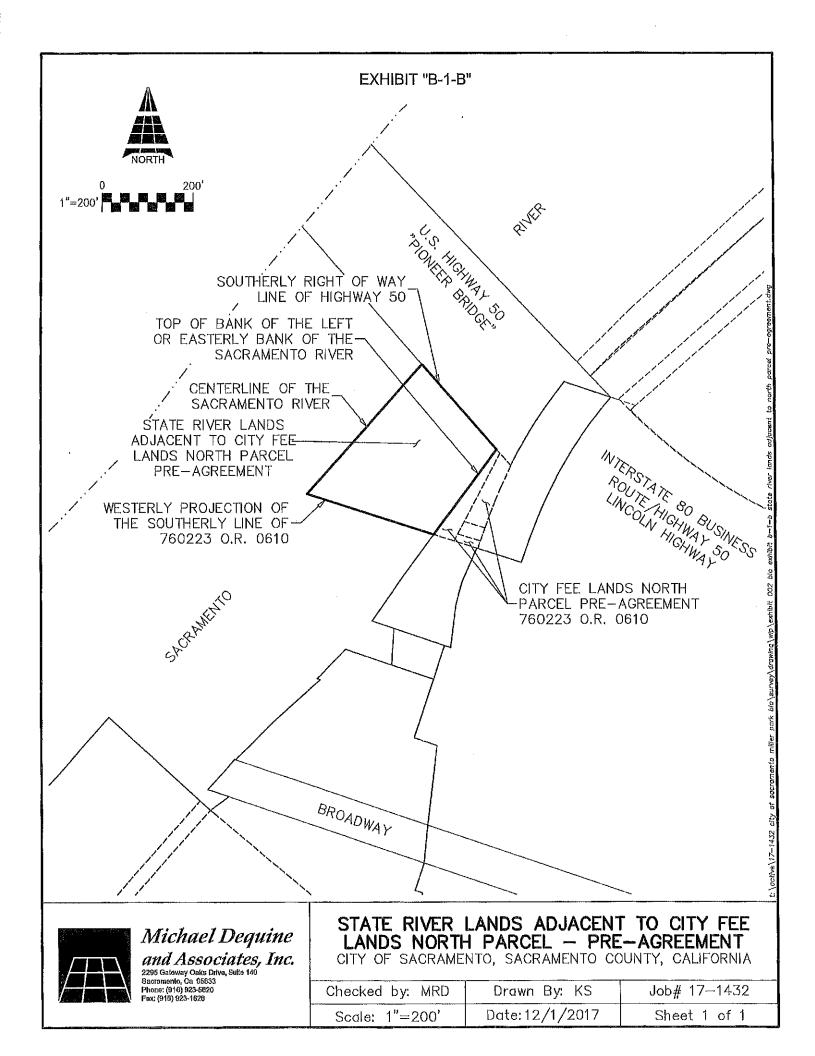
Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

## EXHIBIT "B-1-B"

## STATE RIVER LANDS ADJACENT TO CITY FEE LANDS NORTH PARCEL PRE-AGREEMENT

## EXHIBIT MAP

.



#### EXHIBIT "B-2-A"

#### STATE RIVER LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL PRE-AGREEMENT

### LEGAL DESCRIPTION

.

,

#### Exhibit B-2-A State River Lands adjacent to City Fee Lands Miller Park Parcel – Pre-Agreement Page 1 of 1

**Beginning** at the northwest corner of Parcel 2 as said Parcel 2 is shown on that map filed in Book 30 of Record of Surveys at Page 10, Sacramento County Records, Sacramento County, California;

**Thence from said Point of Beginning**, southerly along the west line of said Parcel 2, the following twelve (12) consecutive courses:

- 1) South 42°07'59" West 436.37 feet;
- 2) South 28°40'59" West 471.70 feet;
- 3) South 16°30'59" West 279.74 feet;
- 4) South 03°15′59" West 373.21 feet;
- 5) South 14°48'17" East 508.48 feet;
- 6) South 40°37'13" East 589.33 feet;
- 7) South 40°06'55" East 746.94 feet;
- 8) South 34°46'04" East 45.13 feet;
- 9) South 49°55'34" West 66.13 feet;
- 10) South 40°04'26" East 120.00 feet;
- 11) North 49°55'34" East 54.99 feet;
- 12) South 34°46'04" East 532.92 feet to the southwest corner of said Parcel 2;

Thence leaving said west line, westerly, along the westerly projection of the southerly line of said Parcel 2 as said Parcel is shown on that map filed in Book 30 of Record of Surveys at Page 10, Sacramento County Records, Sacramento County, California to the center of the Sacramento River;

Thence northerly along the centerline of the Sacramento River to the westerly projection of the north line of said Parcel 2;

Thence easterly, along the westerly projection of the north line of said Parcel 2 to the Point of Beginning.

- END OF DESCRIPTION-

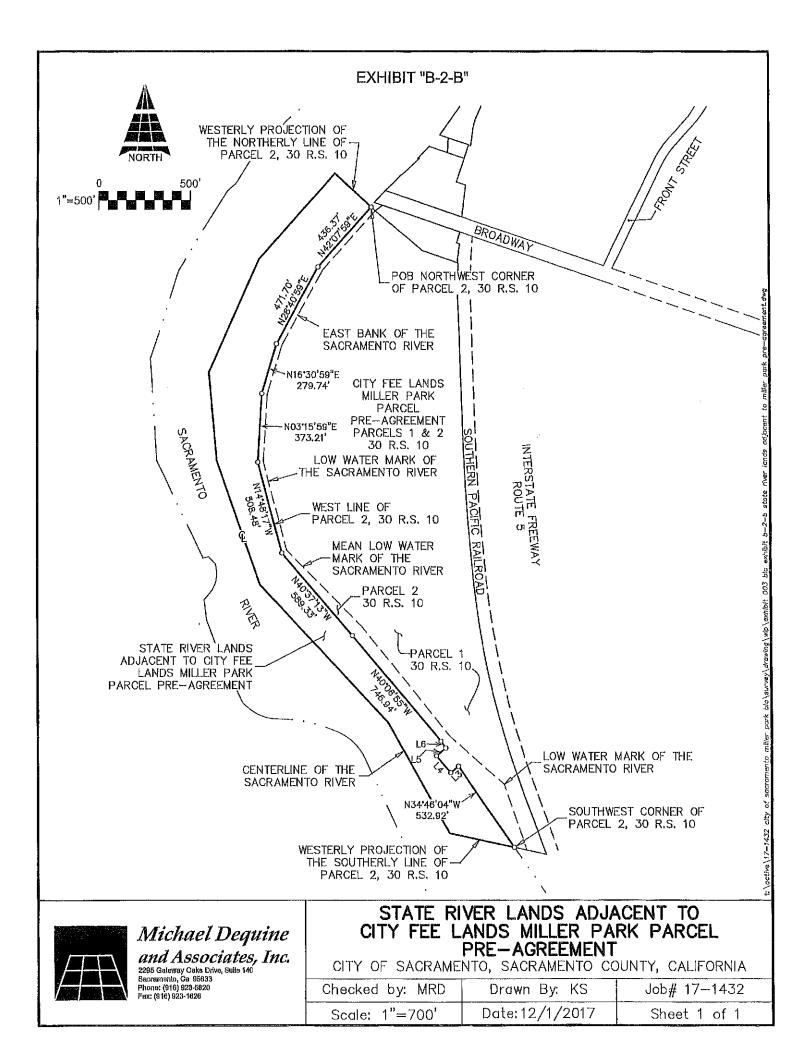
Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

## EXHIBIT "B-2-B"

### STATE RIVER LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL PRE-AGREEMENT

### EXHIBIT MAP

.



## EXHIBIT "C-1-A"

## CITY FEE LANDS NORTH PARCEL PRE-AGREEMENT

## LEGAL DESCRIPTION

#### Exhibit C-1-A City Fee Lands North Parcel – Pre-Agreement APN: 009-0012-069 Page 1 of 1

All that parcel of land described in that certain Grant Deed recorded in Book 760223 at Page 0610, Sacramento County Records, Sacramento County, California.

#### - END OF DESCRIPTION-

Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

T:\Active\17-1432 City of Sacramento Miller Park BLA\documents\legal descriptions\2017-11-16 Exhibit C-1-A City Fee Lands North Parcel Pre Agreement APN 009-0012-069.doc

## EXHIBIT "C-1-B"

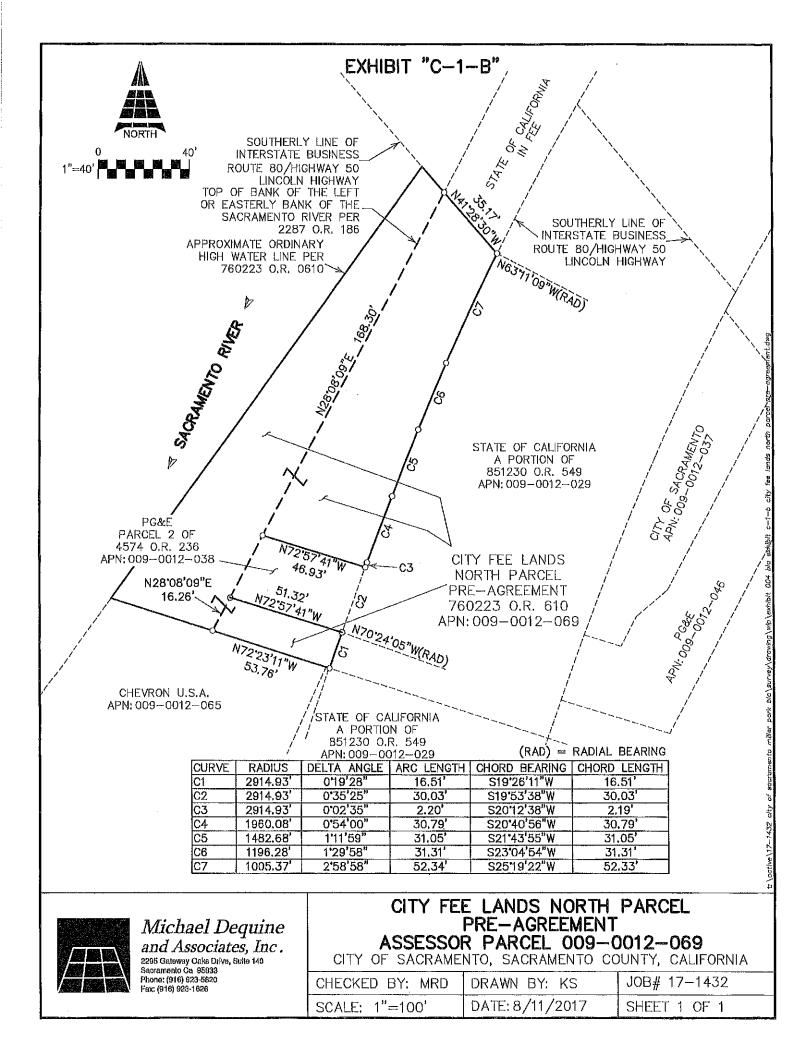
## CITY FEE LANDS NORTH PARCEL PRE-AGREEMENT

EXHIBIT MAP

.

December 6, 2017

.



## EXHIBIT "C-2-A"

## CITY FEE LANDS MILLER PARK PARCEL PRE-AGREEMENT

## LEGAL DESCRIPTION

December 6, 2017

.

#### Exhibit C-2-A City Fee Lands Miller Park Parcel – Pre-Agreement APN: 009-0020-003 Page 1 of 2

All of Parcel 1 as said Parcel 1 is shown on that map filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California said Parcel 1 consisting of the following three (3) parcels of land:

#### <u>Area One</u>

All those certain parcels of land described as Parcel 1(b), 1(c) and 1(d) in that certain Decree of Partial Distribution recorded in Book 994 at Page 35, Official Records of Sacramento County, California.

Excepting therefrom the following:

- Two certain strips of land described in two deeds from F. A. Miller, et al., to Sacramento Southern Railroad Company, a corporation, both dated October 31, 1907, and both recorded March 27, 1908, in Book 270 of Deeds, Pages 74 and 75 respectively, Sacramento County Records.
- That certain parcel of land described in that Decree Quieting Title entered September 29, 1922, in the Superior Court, County of Sacramento, in action of Sacramento Gas Company, formerly known as Sacramento Natural Gas Company, a corporation, vs. F. Argenti & Co., et al, Suit No. 28290, Decree No. 16797, of record in Book 617 of Deeds, Page 7, Sacramento County Records, as follows:

Beginning at a stake located on the South line of Y Street distant thereon 1058.0 feet Westerly from the intersection of the center line of Front Street with the Southerly line of Y Street and which point marks the Northeast corner of that certain parcel of land which was conveyed by deed executed by Frederick Miller to The Sacramento Natural Gas Company, a corporation, dated May 22, 1896, and recorded May 22, 1896, in Book 161 of Deeds, Page 433, Sacramento County Records; Thence from said point of beginning along the southerly line of Y Street, North 71°01'30" West 449.32 feet, more or less, to the left or Easterly bank of the Sacramento River; Thence along the said river bank downstream South 54°30' West 49.72 feet to an old division fence post which marks the location of the South boundary line of Lot 1 of the "Ten Acre Tract" so-called: thence along the Southerly boundary line of said Lot 1 of the "Ten Acre Tract" so-called South 49°17' East 335.10 feet to a stake; thence South 70°30' East 202.72 feet to a stake at the westerly toe of the River levee and at a point which is distant North 70°30' West 27.40 feet from the center line of the main track of the Sacramento Southern Railroad, a branch of the Southern Pacific Company; thence along the Westerly toe of the said River levee, North 07°53' East 102.09 feet to a stake which is located

> Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

#### Exhibit C-2-A City Fee Lands Miller Park Parcel – Pre-Agreement APN: 009-0020-003 Page 2 of 2

North 70°30' West 20.38 feet from the center line of the main track of said Sacramento Southern Railroad; thence North 70°30' West 16.67 feet to the Southeast corner of that certain parcel of land which was conveyed by deed executed by Frederick A. Miller, a single man, to Sacramento Gas Company, a corporation, dated July 7, 1914, and recorded July 10, 1914, in Book 405 of Deeds, Page 481; thence North 18°58' 30" East 62.00 feet to the point of beginning.

#### <u>Area Two</u>

All that certain parcel of land described in that certain Judgement and Final Order of Condemnation recorded in Book 1706, at Page 587, Official Records of Sacramento County, California.

#### Area Three

All that certain parcel of land described in that certain Decree Quieting Title recorded in Book 796, at Page 157, Official Records of Sacramento County, California.

Together with all of Parcel 2 as said Parcel 2 is shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, records of Sacramento County, California.

#### - END OF DESCRIPTION-

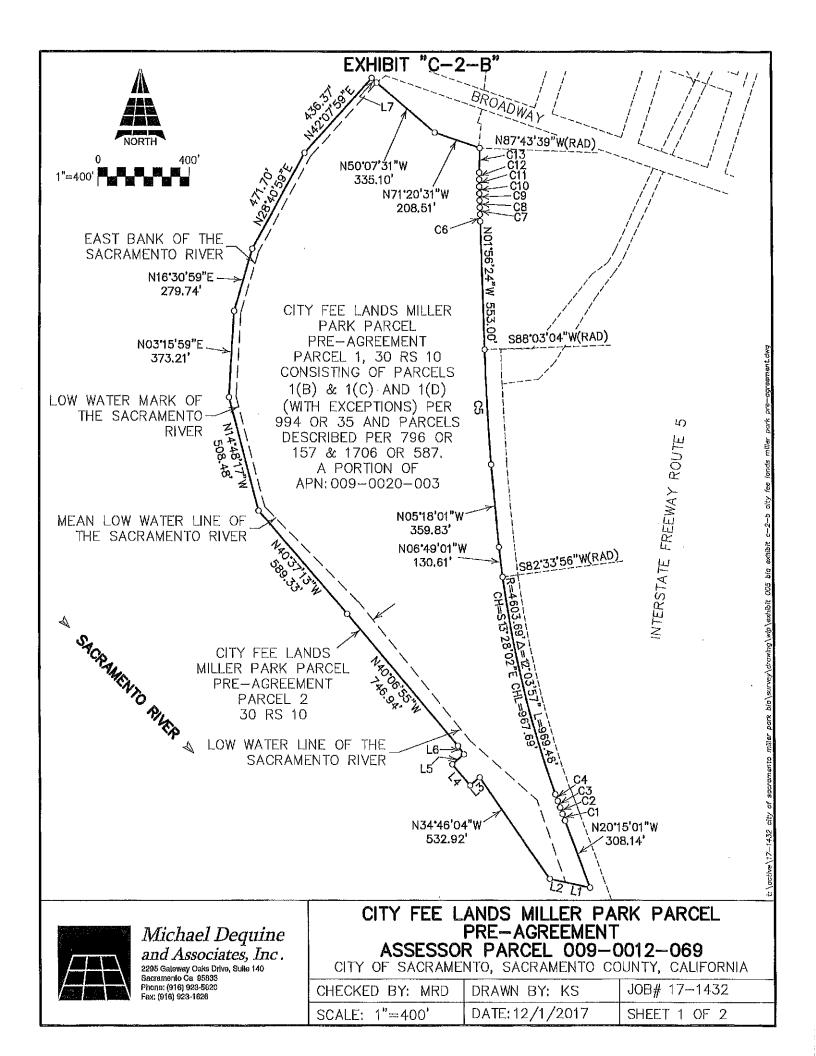
Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

## EXHIBIT "C-2-B"

# CITY FEE LANDS MILLER PARK PARCEL PRE-AGREEMENT

EXHIBIT MAP

.



# EXHIBIT "C-2-B"

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	22938.37	0'04'30"	30,03'	S20'12'46"E	30,03'
C2	11479.97'	0'09'00"	30.05'	S20*06'01"E	30.05'
<u>C3</u>	7659.45'	0'13'30"	30.08'	S19'54'46"E	30,08'
C4	5749.60'	0'18'00"	30.10	S19'39'01"E	30,10'
C5	<b>1</b> 1497.97'	2'29'01"	498.40'	S03'11'26"E	498,37'
C6	22938.37'	0'04'30"	30.03'	S01°54'09"E	30,03'
C7	11479.97'	0.09,00,	30,05'	S01'47'24"E	30.05'
C8	7659.45'	0'13'30"	30.08'	S01'36'09"E	30,08'
C9	5749.60 <b>'</b>	0'18'00"	30,10	S01'20'24"E	30.10'
C10	4603.89'	0'22'30"	30.13'	S01'00'09"E	30.13'
C11	3840.29'	0'27'00"	30.16	S00'35'24"E	30.16'
C12	3294.63'	0'31'30"	30.19	S00'06'09"E	30.19'
C13	2885.64	2'06'45"	106,39'	S01'12'59"W	106,39'

LINE	BEARING	DISTANCE
L1	N77'42'01"W	108.16'
L2	N77'42'01"W	70.00'
L3	S49°55'34"W	54.99'
L4	N40°04'26"W	120.00'
L5	N49'55'34"E	66.13 <b>'</b>
L6	N34°46'04"W	45.13'
L7	N47°52'01"W	30.00'

Michael Dequ and Associates, 2295 Gateway Oake Drive, Suite	uine Inc. ASSESSO	CITY FEE LANDS MILLER PARK PARCEL PRE-AGREEMENT ASSESSOR PARCEL 009-0012-069 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA			
Sacramento Ca. 95833 Phone: (916) 923-5820 Fax: (916) 923-1626	CHECKED BY: MRD	DRAWN BY: KS	JOB# 17-1432		
	SCALE: NONE	DATE: 11/3/2017	SHEET 2 OF 2		

# EXHIBIT "D"

CHAPTER 1266, STATUTES OF 1970

·

Ch, 1266]

1970 REGULAR SESSION

metric corporation shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 8 of Title 2 of the Government Code, and the board shall have all the powers granted therein.

3167. The board may formulate and enforce rules and regulations to carry out the purposes and objectives of this article, including rules and regulations requiring (a) that the articles of incorporation or bylaws of an optometric corporation shall include a provision whereby the capital stock of such corporation owned by a disqualified person (as defined in the Moscone-Knox Professional Corporation Act), or a deceased person shall be sold to the corporation or to the remaining shareholders of such corporation within such time as such rules and regulations may provide; and (b) that an optometric corporation as a condition of obtaining a certificate pursuant to the Moscone-Knox Professional Corporation Act and this article shall provide adequate security by insurance or otherwise for claims against it by its patients arising out of the rendering of professional services.

#### CHAPTER 1266

An act granting and conveying certain tide and submerged lands to the City of Sacramento, a municipal corporation of the State of California, in furtherance of navigation, commerce, and fisherics upon certain trusts and conditions, and providing for the government, management, use, and control thereof, and reserving rights to the state.

#### [Approved by Governor September 16, 1970 Filed with Becretary of State Systember 16, 1970 ]

#### The people of the State of California do enact as follows:

SECTION 1. The state hereby grants and conveys to the Oity of Sacramento, a municipal corporation, and to its successors, all of its right, title, and interest in and to the lands described as follows, reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in the land conveyed, and further reserving to the State of California and persons authorized by the state, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from the land conveyed, subject to the provision that the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine and remove such deposits of other minerals, shall not disturb the surface, or the ground within 100 feet of the surface, of the real property conveyed:

#### Parcel No. 1.

Beginning at a point on the mesne low water line on the East bank of the Sacramento River said point being North

53° 85½' East 49.72 feet and South 71° 01½' East 1507.82 feet from the intersection of the South line of Broadway (Y Street) and the center line of Front Street; thence, from said point of beginning South 40° 48¼' East 385.10 feet; thence, South 71° 01½' East 202.72 feet to the westerly right of way line of the Southern Pacific Railroad Company's Walnut Grove Branch; thence, along said westerly line (measured at right angles) 20.00 feet from the center line of said track the following eleven courses and distances; South 1° 32½' East 113.06 feet; thence, South 1° 26.8' East 801.71 feet; thence, South 1° 57' East 100.00 feet; thence South 2° 37' East 100.01 feet; thence South 3° 05' East 100.04 feet; thence, South 3° 36½' East 100.06 feet; thence, South 4° 59.2' East 53.83 feet; thence, South 5° 22' East 491.83 feet; thence, South 18° 85' East 968.60 feet; thence, South 20° 02' East 120.26 feet; thence South 20° 19' East 308.00 feet; thence North 17° 46' West 108.16 feet to the low water line of the Sacramento River; thence following said low water line North 19° 00' West 375.00 feet; thence, North 48° 53' West 390.00 feet; thence North 8° 35' East 365.00 feet; thence, North 44° 08' West 690.18 feet; thence, North 44° 40½' West 493.61 feet; thence, North 8° 35' East 365.00 feet; thence, North 16° 50' East 273.00 feet; thence, North 29° 00' East 465.00 feet; thence, North 42° 27' East 432.82 feet to the point of beginning.

Parcel No. 2.

All that certain real property being in the City of Sacramento, County of Sacramento, State of California, described as follows:

A strip of land 30 feet in width measured at right angles and contiguous on the westerly side of the following described line beginning at a point on the mesne low water line on the east bank of the Sacramento River, said point being north 53°  $88\frac{1}{2}$  east 49.72 feet and south 71°  $01\frac{1}{2}$  east 1507.32 feet from the intersection of the south line of Broadway (Y Street) and the center line of Front Street; thence from said point of beginning following said low water line south 42° 27' southwest 482.82 feet; thence south 29° 00' west 465 feet; thence south 16° 50' west 278.00 feet; thence south 03° 85' west 865.00 feet; thence south 14°  $40\frac{1}{2}$  east 493.61 feet; thence south  $44^\circ$  08' east 590.81 feet; thence south 38° 65' east 765.30 feet; thence south 48° 53' east 890 feet; thence south 19° 00' east 875 feet to a point which bears north 77° 46' west 108.61 feet from the westerly right-of-way line of the Southern Pacific Railroad Company's Walnut Grove Branch.

The above-described parcels of real property, which are a portion of Miller Park in the City of Sacramento, shall be forever held by such city and by its successors in trust for the uses and purposes, and upon the express conditions following, to wit:

(a) That the lands shall be used by the city and its successors for the following purposes insofar as there is a general statewide interest therein:

#### Ch. 1266]

#### 1970 REGULAR SESSION

(1) For the establishment, improvement and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of commerce and navigation.

(2) For the construction, reconstruction, repair and meintenance of highways, streets, roadways, bridges, parking facilities, power, telephone, telegraph or cable lines or landings, water and gas pipelines, and all other transportation and utility facilities or betterments incidental, necessary or convenient for the promotion and accommodation of any of the uses set forth in this section.

(3) For the construction, reconstruction, repair, maintenance and operation of public buildings, public assembly and meeting places, parks, playgrounds, bathhouses and bathing facilities, public recreation and fishing plers, public recreation facilities, and for all works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of any such uses.

(4) For the establishment, improvement and conduct of small beat harbors, marinas, aquatic playgrounds and similar recreational facilities available for public use, and for the construction, reconstruction, repair, maintenance and operation of all works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of any of such uses, including but not limited to snackbars, cafes, restaurants, launching ramps and hoists, storage sheds, boat repair facilities with cranes and marine ways, administration buildings, public restrooms, bait and tackle shops, chandleries, boat sales establishments, service stations and fuel docks, yacht club buildings, parking areas, roadways, pedestrian ways and landscaped areas.

(5) For the establishment, preservation, restoration, improvement, or maintenance of the unique recreational and aesthetic values connected with the waterfront area of the City of Sacramento herein described and for the use thereof for the aforementioned trust purposes.

(b) The city, or its successors shall not at any time, grant, convey, give or alienate such lands, or any part thereof, to any individual, firm or corporation for any purposes whatever; provided that, the city, or its successors, may grant franchises thereon for limited periods, not exceeding 66 years, for wharves and other public uses and purposes, and may lease the lands, or any part thereof, for limited periods, not exceeding 66 years, for purposes consistent with the trust upon which the lands are held by the state, and with the requirements of commerce and navigation, and collect and retain rents and other revenues from such leases, franchises and privileges. Such lease or leases, franchises and privileges may be for any and all purposes which shall not interfere with commerce and navigation. Revenues and rents from said leases, franchises and privileges

[Ch. 1266

shall be expended by the city for the improvement, maintenance or operation of the lands herein conveyed or for the acquisition, improvement, maintenance or operation of other public parks, or public harbors or marinas of statewide benefit on lands within the city which are contiguous with tide and submerged lands on the Sacramento or American Rivers. Any of said revenues and rents derived from the lands conveyed or acquired under the terms and conditions of this act shall be deposited in a trust fund established by the city in a manner prescribed by the Department of Finance and shall be expended in accordance with the terms of this act.

(c) Nothing contained in this act shall preclude expenditures for the development of the herein described lands for any public purpose if statewide benefit not inconsistent with commerce, navigation and fishery, by the state, or any board, agency or commission thereof, when authorized or approved by the city, nor by the city of any funds received for such purpose from the state or any board, agency or commission thereof.

(d) In the management, conduct, operation and control of said lands or any improvements, betterments, or structures thereon, the city or its successors shall make no discrimination in rates, tolls or charges for any use or service in connection therewith,

(e) The state shall have the right to use without charge any transportation, landing or storage improvements, betterments or structures constructed upon the lands for any vessel or other watercraft, alroraft, or railroad owned or operated by the state.

(f) There is hereby reserved to the people of the state the right to fish in the waters on the lands with the right of convenient access to the water over the lands for such purpose.

(g) Such lands are granted subject to the express reservation and condition that the state may at any time in the future use the lands or any portion thereof for highway purposes without compensation to the city, its successors or assigns, or any person, firm or public or private corporation claiming under it, except that in the event improvements, betterments or structures have been placed upon the property taken by the state for such purposes, compensation shall be made to the person entitled thereto for the value of his interest in the improvements, betterments or structures taken or the damages to such interest.

(b) The city shall, at no cost to the state, survey and monument the granted lands and, following review and approval of said survey by the State Lands Commission shall record a description and plat thereof in the office of the County Recorder of Sacramento County.

(i) The city shall cause to be made and filed with the Department of Finance, annually, a detailed statement of receipts and expenditures by it of all rents, revenues, issues and profits in any manner hereafter arising from the granted lands or any improvements, betterments, or structures thereon.

SEC. 2. In the event that the city fails or refuses to file, within 80 days after written notice to it. with the Department of Finance the statement of receipts and expenditures required to be made and filed pursuant to subdivision (i) of Section 1 of this act, or fails or refuses, within 80 days after written notice to it, to carry out the terms of this act, the State Lands Commission shall, within 60 days, notify the Chief Clerk of the Assembly and the Secretary of the Senate.

The Attorney General shall, upon request of the commission, bring such judicial proceedings for correction and enforcement as are appropriate, and shall act to protect any proparties and assets situated on the granted lands or derived therefrom.

SEC. 8. The State Lands Commission may from time to time, at the request of the Legislature, institute a formal inquiry to determine that the terms and conditions of this aet have been complied with and that all other applicable provisions of law concerning either the granted lands or regulating all granted lands, are being complied with in good faith.

See 4. The Attorney Genaral, upon formal request of the State Lands Commission (which may only be made after a public hearing, held, after notice, at which the city has been given an opportunity to fully express any disagreement with the commission findings or describe any extenuating circumstances causing the violation), or by concurrent resolution of either house of the Legislature, shall bring an action in the Superior Court of Sacramento County to declare that the grant under which the city holds the lands herein granted and conveyed is revoked for gross and willful violation of the terms of this act.

SEO. 5. At the end of each fiscal year, that portion of revenues and rents derived from the lands granted and conveyed herein in excess of two hundred fifty thousand dollars (\$250,-000) remaining after current and accrued operating costs and expenditures directly related to the operation or the maintenance of beaches, harbors, and other trust activities have been made, shall be deemed excess revenue; provided, that any funds deposited in a reserve fund for future capital expenditures, or any funds required to service or retire general obligation or revenue bond issues, the moneys from which have been, or will be, used for purposes authorized by law, shall not be deemed excess revenue. The excess revenue, as determined pursuant to this section, shall be divided as follows: 85 percent to the General Fund in the State Treasury, and 15 percent to the city to be deposited in the city's trust fund and used for any purpose authorized by the provisions of this act.

SEC. 6. A dispute exists between the City of Sacramento and the state as to the ownership of the parcels of property described as Parcel No. 1 and Parcel No. 2 in Section 1 of this

#### STATUTES OF CALIFORNIA

act, and title to a portion or portions of such parcels may lawfully be vested in the City of Sacramento; therefore, in the event that such dispute shall hereafter be resolved by a court of competent jurisdiction or by agreement between the state and the City of Sacramento, the provisions of Section 1 of this act shall apply only to such portion or portions of such parcels as shall so be determined to constitute tide and submerged

lands and subject to the jurisdiction of the state. SEC. 7. The Legislature finds and determines that the City of Sacramento in conjunction with the state and other public agencies, has adopted or is engaged in the process of preparing master plans for a system of regional parks and parkway areas which are located upon or which border upon state lands along the American and Sacramento Rivers and that the development of access to such parks and parkway areas will improve and make more available such lands for statewide recreational uses, and therefore declares that the expenditure of rents and revenues from the lands herein conveyed for the purposes herein specified will be for a public purpose of statewide benefit.

#### CHAPTER 1267

# An act to add Section 9606.2 to the Revenue and Taxation Code, relating to the Motor Vehicle Transportation License Tax Law, to take effect immediately, tax levy.

## (Approved by Governor September 16, 1970 Filed with Secretary of State September 10, 1970 ]

#### The people of the State of California do enact as follows:

SECTION 1. Section 9606.2 is added to the Revenue and

Taxation Oode, to read: 9606.2. (a) "Gross receipts," when derived from transportation operations of a household goods carrier, means the sum of ;

(1) The line haul charges; and

(2) Ten percent of the line haul charges, which shall be included in gross receipts in lieu of any other charge made by the carrier for accessorial or related services in addition to the line haul charges.

(3) If the revenue produced from the tax on gross receipts described in this subdivision is projected by the State Board of Equalization in any year to be less than the revenue which would have been produced from such gross receipts if this section had not been enacted, the board, by regulation, shall increase the percentage specified in paragraph (2) in an amount sufficient to equal such difference, less any savings in administrative costs resulting from the enactment of this section.

2290

[Ch. 1267

# EXHIBIT "E"

# CHAPTER 625, STATUTES OF 1973

.

Ch. 625]

to the provisions of Sections 188, 188.8, and 188.9 of the Streets and Highways Code, for the repair, replacement, or restoration of highways and bridges in the state highway system damaged or destroyed by a natural disaster occurring between July 1, 1973, and June 30, 1974, to present-day standards and to accommodate present traffic.

SEC. 17. This act is an urgency statute necessary for the immediate preservation of the public peace, health or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting such necessity are:

Annual natural disasters occurring in various counties of the state have caused and are expected to cause severe damage and destruction to essential streets, roads, highways, and bridges, public facilities and property in said counties, including public facilities supplying domestic water to inhabitants thereof. In order that funds may be made available immediately for the repair, restoration, or replacement of such streets, roads, highways, and bridges, public facilities and property, it is essential that this act go into immediate effect.

## CHAPTER 625

## An act to amend Sections 1 and 6 of Chapter 1266 of the Statutes of 1970, rolating to tidelands and submerged lands granted to the City of Sacramento,

[Approved by Governor September 18, 1973 Filed with Secretary of State September 18, 1973]

## The people of the State of California do enact as follows:

SECTION 1. Section 1 of Chapter 1266 of the Statutes of 1970 is amended to read:

Section 1. The state hereby grants and conveys to the City of Sacramento, a municipal corporation, and to its successors, all of its right, title, and interest in and to the lands described as follows, reserving to the State of California all oil, gas, oil shale, coal, phosphate, sodium, gold, silver, and all other mineral deposits contained in the land conveyed, and further reserving to the State of California and persons authorized by the state, the right to drill for and extract such deposits of oil and gas or gas, and to prospect for, mine, and remove such deposits of other minerals from the land conveyed, subject to the provision that the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine and remove such deposits of other minerals, shall not disturb the surface, or the ground within 100 feet of the surface, of the real property conveyed: Parcel 1 and Parcel 2 as shown on that certain Record of Survey of portion of projected Section 11, T.8N., R. 4E. M.D.B. & M., recorded in the Official Records of Sacramento County on November 17, 1972, in Book 30 of Surveys at page 10.

The above-described parcels of real property, which are a portion of Miller Park in the City of Sacramento, shall be forever held by such city and by its successors in trust for the uses and purposes, and upon the express conditions following, to wit:

(a) That the lands shall be used by the city and its successors for the following purposes insofar as there is a general statewide interest therein:

(1) For the establishment, improvement and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of commerce and navigation.

(2) For the construction, reconstruction, repair and maintenance of highways, streets, roadways, bridges, parking facilities, power, telephone, telegraph or cable lines or landings, water and gas pipelines, and all other transportation and utility facilities or betterments incidental, necessary or convenient for the promotion and accommodation of any of the uses set forth in this section.

(3) For the construction, reconstruction, repair, maintenance and operation of public buildings, public assembly and meeting places, parks, playgrounds, bathhouses and bathing facilities, public recreation and fishing piers, public recreation facilities, and for all works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of any such uses.

(4) For the establishment, improvement and conduct of small boat harbors, marinas, aquatic playgrounds and similar recreational facilities available for public use, and for the construction, reconstruction, repair, maintenance and operation of all works, buildings, facilities, utilities, structures and appliances incidental, necessary or convenient for the promotion and accommodation of any of such uses, including but not limited to snackbars, cafes, restaurants, launching ramps and hoists, storage sheds, boat repair facilities with cranes and marine ways, administration buildings, public restrooms, bait and tackle shops, chandleries, boat sales establishments, service stations and fuel docks, yacht club buildings, parking areas, roadways, pedestrian ways and landscaped areas.

(5) For the establishment, preservation, restoration, improvement, or maintenance of the unique recreational and aesthetic values connected with the waterfront area of the City of Sacramento herein described and for the use thereof for the aforementioned trust purposes.

(b) The city, or its successors shall not at any time, grant, convey, give or alienate such lands, or any part thereof, to any individual, firm or corporation for any purposes whatever; provided that, the city, or its successors, may grant franchises thereon for limited

Ch. 625]

periods, not exceeding 66 years, for wharves and other public uses and purposes, and may lease the lands, or any part thereof, for limited periods, not exceeding 66 years, for purposes consistent with the trust upon which the lands are held by the state, and with the requirements of commerce and navigation, and collect and retain rents and other revenues from such leases, franchises and privileges. Such lease or leases, franchises and privileges may be for any and all purposes which shall not interfere with commerce and navigation. Revenues and rents from said leases, franchises and privileges shall be expended by the city for the improvement, maintenance or operation of the lands herein conveyed or for the acquisition, improvement, maintenance or operation of other public parks, or public harbors or marinas of statewide benefit on lands within the city which are contiguous with tide and submerged lands on the Sacramento or American Rivers. Any of said revenues and rents derived from the lands conveyed or acquired under the terms and conditions of this act shall be deposited in a trust fund established by the city in a manner prescribed by the Department of Finance and shall be expended in accordance with the terms of this act.

(c) Nothing contained in this act shall preclude expenditures for the development of the herein described lands for any public purpose if statewide benefit not inconsistent with commerce, navigation and fishery, by the state, or any board, agency, or commission thereof, when authorized or approved by the city, nor by the city of any funds received for such purpose from the state or any board, agency or commission thereof.

(d) In the management, conduct, operation and control of said lands or any improvements, betterments, or structures thereon, the city or its successors shall make no discrimination in rates, tolls or charges for any use or service in connection therewith.

(e) The state shall have the right to use without charge any transportation, landing or storage improvements, betterments or structures constructed upon the lands for any vessel or other watercraft, aircraft, or railroad owned or operated by the state.

(f) There is hereby reserved to the people of the state the right to fish in the waters on the lands with the right of convenient access to the water over the lands for such purpose.

(g) Such lands are granted subject to the express reservation and condition that the state may at any time in the future use the lands or any portion thereof for highway purposes without compensation to the city, its successors or assigns, or any person, firm or public or private corporation claiming under it, except that in the event improvements, betterments or structures have been placed upon the property taken by the state for such purposes, compensation shall be made to the person entitled thereto for the value of his interest in the improvements, betterments or structures taken or the damages to such interest.

(h) The city shall, at no cost to the state, prepare a map of the granted lands and, following review and approval of the map by the

State Lands Commission, shall record the map in the office of the County Recorder of Sacramento County.

(i) The city shall cause to be made and filed with the Department of Finance, annually, a detailed statement of receipts and expenditures by it of all rents, revenues, issues and profits in any manner hereafter arising from the granted lands or any improvements, betterments, or structures thereon.

SEC. 2. Section 6 of Chapter 1266 of the Statutes of 1970 is amended to read:

Sec. 6. A dispute exists between the City of Sacramento and the state as to the ownership of the parcels of property described in Section 1 of this act, and title to a portion or portions of such parcels may lawfully be vested in the City of Sacramento; therefore, in the event that such dispute shall hereafter be resolved by a court of competent jurisdiction or by agreement between the state and the City of Sacramento, the provisions of Section 1 of this act shall apply only to such portion or portions of such parcels as shall so be determined to constitute tide and submerged lands and subject to the jurisdiction of the state.

## CHAPTER 626

### An act to amond Sections 73484, 73709, 74804 and 74819 of the Government Code, relating to courts.

[Approved by Governor September 18, 1973 Filed with Secretary of State September 18, 1973 ]

The people of the State of California do enact as follows:

SECTION 1. Section 73484 of the Government Code is amended to read:

73484. There shall be one marshal who shall receive the biweekly salary specified in range 44.25, step B, as set forth in the biweekly salary schedule contained in Section 73486.

Whenever the salary of the class of lieutenant in the service of San Joaquin County is adjusted, the salary of the marshal shall be adjusted by an amount equivalent to that of the said class of lieutenant.

SEC. 2. Section 73709 of the Government Code is amended to read:

73709. There shall be one marshal in each division who shall be a resident eligible to vote in the division in which he is elected or appointed. The marshal of the eastern division shall receive the biweekly salary specified in range 44.25, step B, as set forth in the biweekly salary schedule contained in Section 73712 and the marshal of the western division shall receive the biweekly salary specified in range 42.25, step B, of the salary schedule.

SEC. 3. Section 74804 of the Government Code is amended to read;

# EXHIBIT "F"

# DEPICTION OF SUBJECT PROPERTY POST AGREEMENT

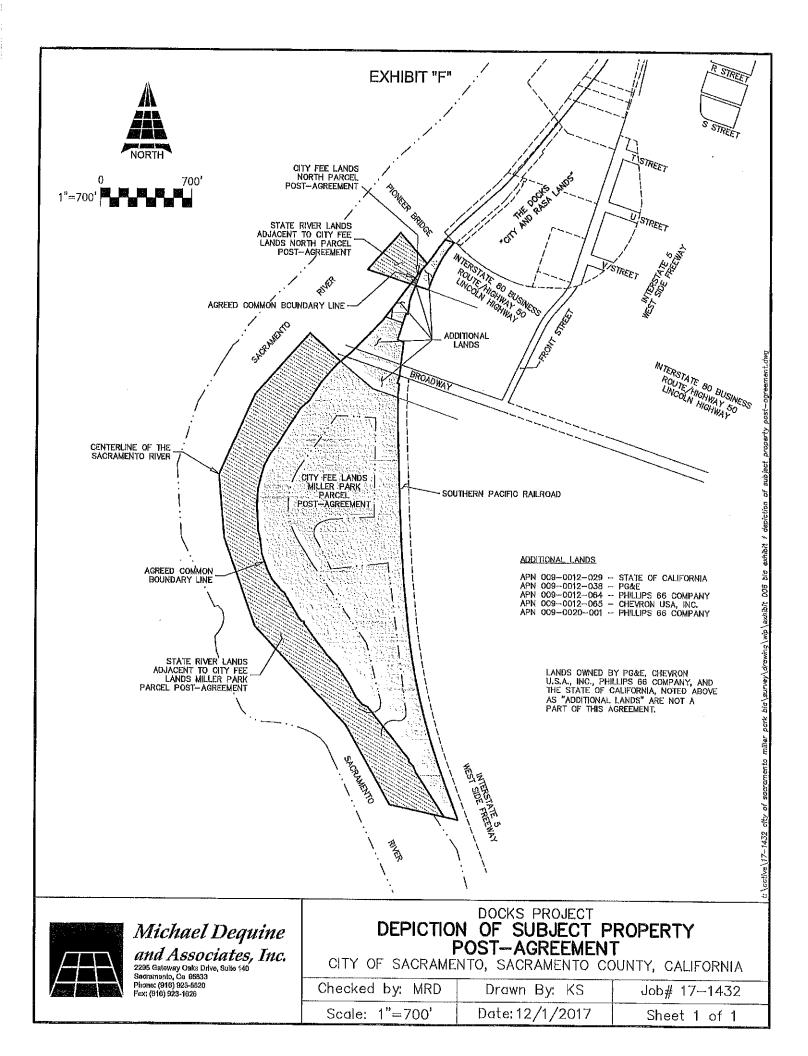


EXHIBIT "G-1-A" AGREED COMMON BOUNDARY LINE

# LEGAL DESCRIPTION

.

.

### Exhibit G-1-A Agreed Common Boundary Line Legal Description Page 1 of 4

COMMENCING at a 2 ½" California Division of Highways brass disk designated "24-379" as shown on the California Division of Highways Monument Map, District 3, County SAC, Route 5, Post Mile 23.1 to 23.5, Sheets 10, 11, and 12 of 13;

thence South 13°14'03" West 655.09 feet to a 2 ½" California Division of Highways brass disk designated "24-377" as shown on said California Division of Highways Monument Map;

thence South 56°06'09" West 1752.69 feet to the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along the arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being on the northerly line of Parcel No. 4 as described in that certain Deed from the Southern Pacific Transportation Company to the State of California recorded in Book 851230, at Page 549, records of Sacramento County, said Parcel No. 4 being described as that property described in the deed to the Sacramento Southern Railroad Company recorded in Book 233 of Deeds at Page 278, records of Sacramento County, California and the POINT OF BEGINNING of the herein described Agreed Common Boundary Line;

thence from said POINT OF BEGINNING along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50′45" West, through a central angle of 09°56′44", for an arc length of 156.22 feet (Chord: South 37°10′53" West 156.03 feet;

thence South 32°51'41 West 5.71 feet;

thence South 32°12'32" West 5.38 feet;

thence South 40°22'36" West 121.17 feet;

thence South 39°03'18" West 2.58 feet to a point on the westerly line of said Parcel No. 4, also being a point on the easterly line of that certain Director's Deed to the City of Sacramento recorded in Book 760223 at Page 610, Official Records of Sacramento County, California;

thence South 39°03'18" West 89.35 feet to a point on the common boundary line of said City of Sacramento land with the northerly line of Parcel 2 as described in that certain Deed to Pacific Gas and Electric Company recorded in Book 4754 at Page 236, Official Records of Sacramento County, California;

thence South 39°03'18" West 32.35 feet to the southerly line of said Pacific Gas and Electric Company Parcel, said point also being on the line common with said City of Sacramento Parcel;

### Exhibit G-1-A Agreed Common Boundary Line Legal Description Page 2 of 4

thence South 39°03'18" West 17.33 feet to the southerly line of said City of Sacramento Parcel, said point also being on the northerly line of that certain Deed to Standard Oil Company of California recorded in Book 1016, at Page 252, and further conveyed to Chevron USA, Inc. in that deed recorded in Book 7701-24 at Page 437, Official Records of Sacramento County, California;

thence South 39°03'18" West 6.65 feet;

thence South 37°32'53" West 228.08 feet to the southerly line of said Chevron USA, Inc. Parcel;

thence South 37°32'53" West 81.40 feet to the northerly line of Tract 3 of that certain Deed to Phillips 66 Company recorded in Book 20120430 at Page 0045, Official Records of Sacramento County, California;

thence South 37°32'53" West 35.29 feet;

thence South 44°18'07" West 51.98 feet to the southerly line of said Tract 3 and the northerly line of Tract 1 of said Phillips 66 Company Deed;

thence South 44°18'07" West 247.14 feet to the southerly line of said Tract 1 and the northerly line of "Y" Street (currently Broadway) as said "Y" Street is shown on that certain Map of Brannan's Addition filed in Book 1 of Maps, Map No. 13, records of Sacramento County, California;

thence South 44°18'07" West 33.03 feet;

thence South 49°49' 10" West 58.70 feet to the southerly line of said "Y" Street and the northerly line of Tract 2 of said Phillips 66 Company Deed;

thence South 49°49' 10" West 54.18 feet to the northerly line of Parcel 1 as said Parcel 1 is shown on that certain record of survey filed in Book 30 of Surveys at Page 10, records of Sacramento County, California, from which the northwest corner of said Parcel 1 bears North 50°07'31" West 15.57 feet, and from which a brass rod set in concrete as shown on said record of survey (30 R.S. 10) bears the following 4 (four) courses:

1) South 50°07'31" East 319.53 feet,

2) South 71°20'31" East 208.51 feet,

3) South 01°12'58" West 106.39 feet, and

4) South 36°23'34" East 0.38 feet;

thence South 49°49'10" West 26.24 feet;

thence South 42°23'44" West 183.85 feet;

thence South 32°07'22" West 168.39 feet;

#### Exhibit G-1-A Agreed Common Boundary Line Legal Description Page 3 of 4

thence South 48°02'28" West 94.50 feet; thence South 32°28'39" West 347.52 feet; thence South 38°09'55" West 59.61 feet; thence South 28°24'34" West 104.32 feet; thence South 16°30'59" West 76.70 feet; thence South 12°23'37" West 50.55 feet; thence South 15°25'03" West 54.76 feet; thence South 02°51'50" West 129.19 feet; thence South 02°55'26" East 192.42 feet; thence South 13°22'52" East 65.89 feet; thence South 07°27'38" East 116.89 feet; thence South 18°38'03" East 119.38 feet: thence South 27°08'58" East 80.51 feet; thence South 39°54'21" East 119.88 feet; thence South 56°48'26" East 21.80 feet; thence South 30°31'08" East 222.94 feet; thence South 42°06'00" East 35.54 feet; thence South 89°42'35" East 15.00 feet; thence South 26°05'04" East 8.91 feet; thence South 26°40'26" West 7.77 feet; thence South 35°39'43" East 180.95 feet; thence South 37°21'15" East 108.68 feet; thence South 44°13'54" East 115.38 feet; thence South 33°22'34" East 160.69 feet; thence South 28°01'44" East 120.53 feet; thence South 41°14'24" East 73.28 feet; thence South 66°57'55" East 42.41 feet; thence South 38°50'28" East 506.10 feet; thence South 04°57'44" East 20.64 feet;

### Exhibit G-1-A Agreed Common Boundary Line Legal Description Page 4 of 4

thence South 45°56'54" East 46.70 feet;

thence South 22°01'50" East 52.76 feet;

thence South 33°08'14" East 323.77 feet;

thence South 33°24'54" East 74.27 feet to a point on the Southerly Line of said Parcel 2 from which the southwest corner of Parcel 1 as shown on that certain record of survey filed in Book 30 of Surveys at Page 10, records of Sacramento County, California, bears South 77°42'01" East 0.63 feet, and from which point said Division of Highways brass disk "24-377" bears North 15°09'01" East 5542.00 feet.

- END OF DESCRIPTION-

.

Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

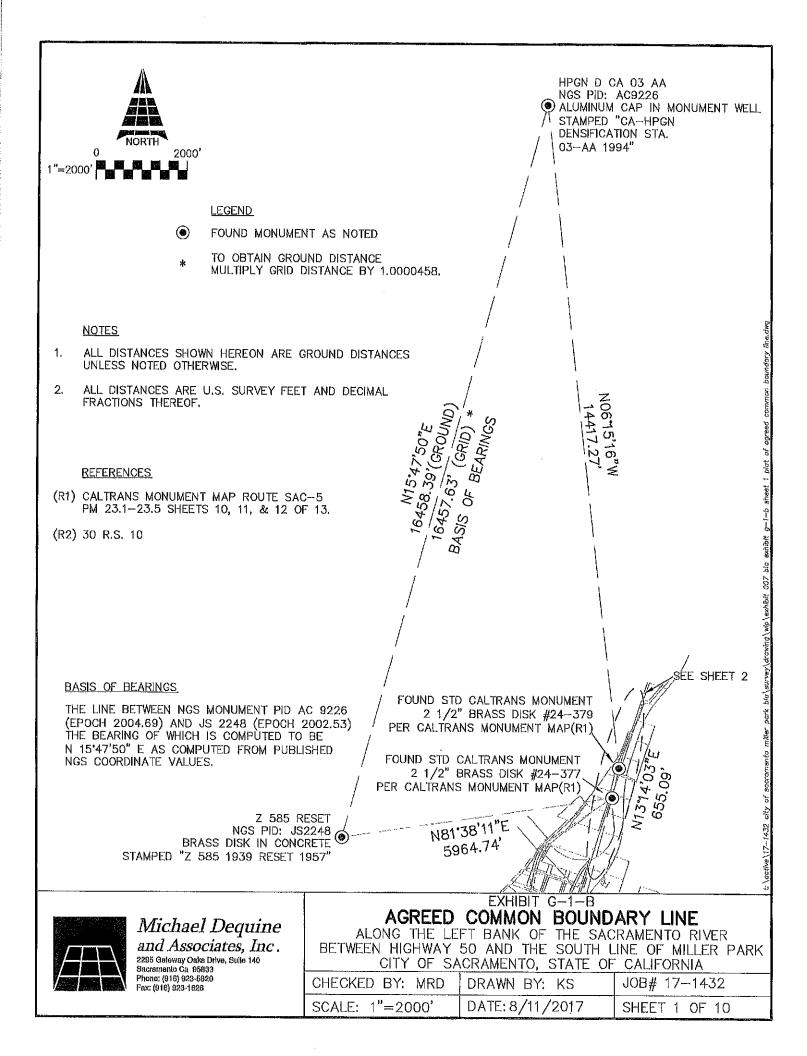
T:Active17-1432 City of Sacramento Miller Park BLA/documents/legal descriptions/2017-11-16 Exhibit G-1-A Agreed Common Boundary Line Southerly Segment.doc

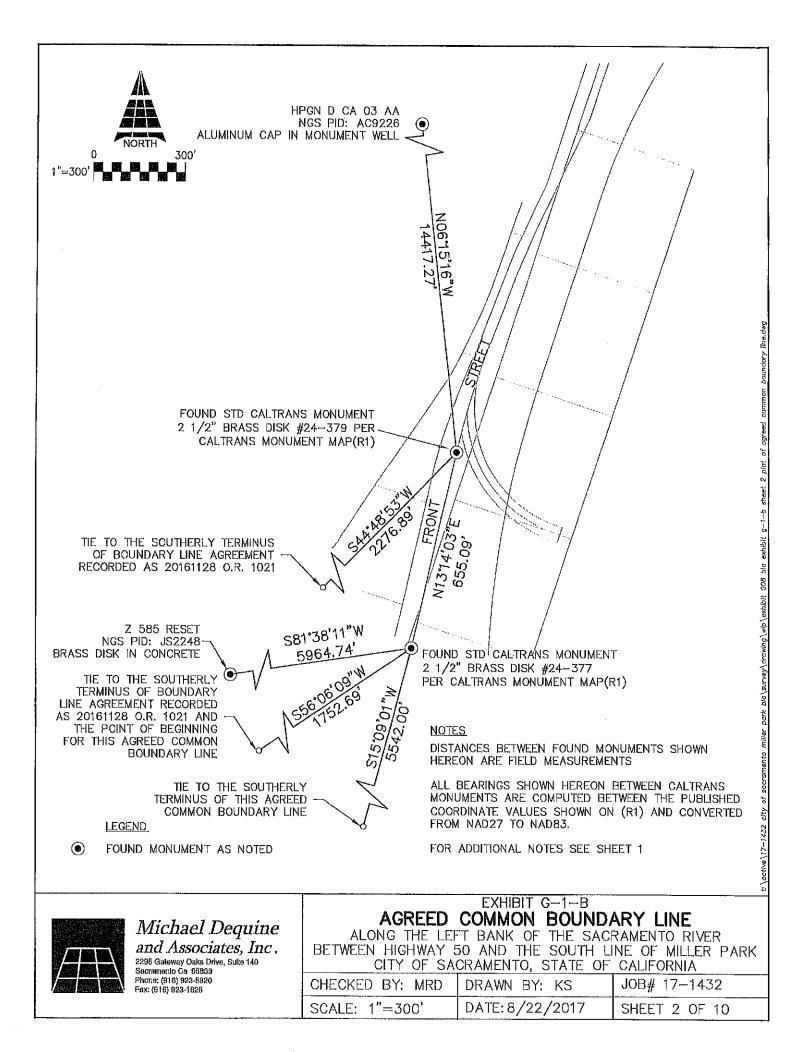
EXHIBIT "G-1-B"

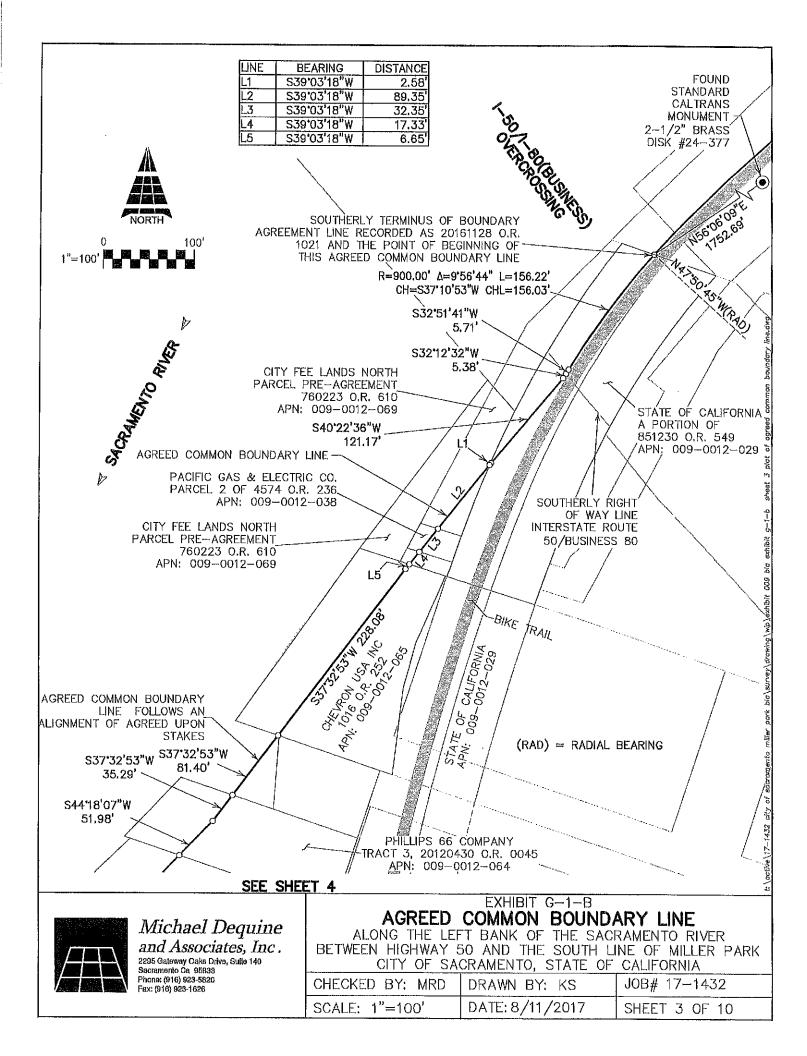
AGREED COMMON BOUNDARY LINE

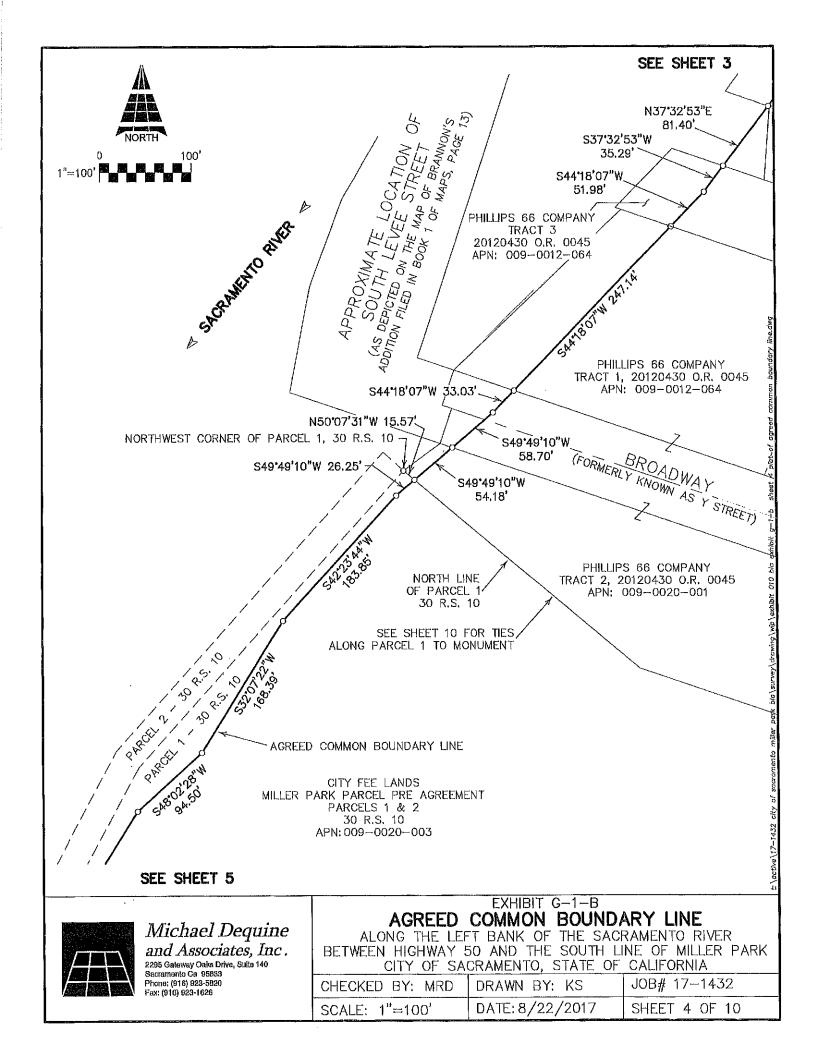
EXHIBIT MAP SHEETS 1 - 10

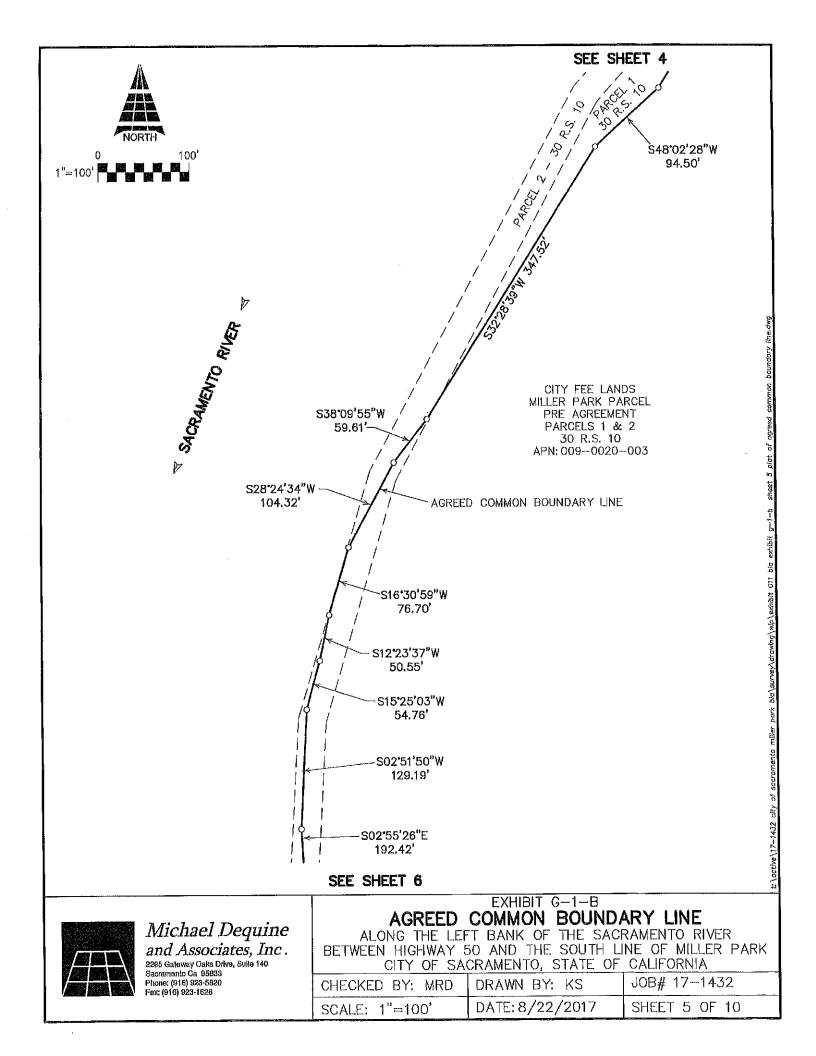
.

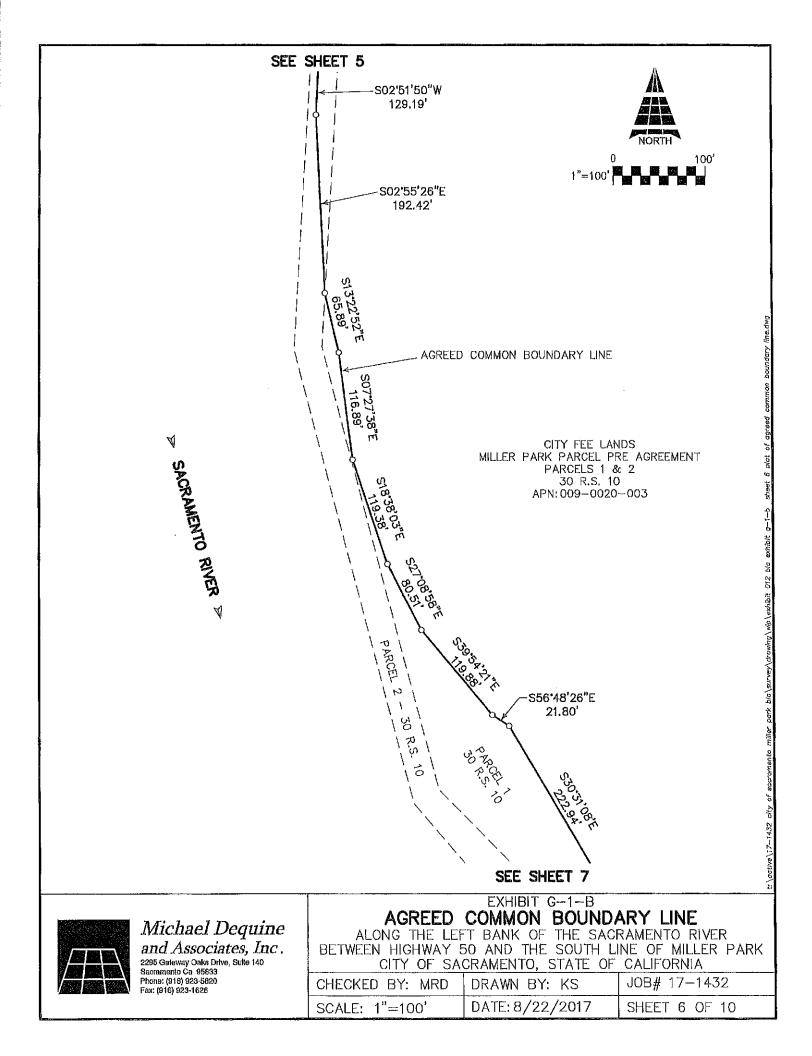


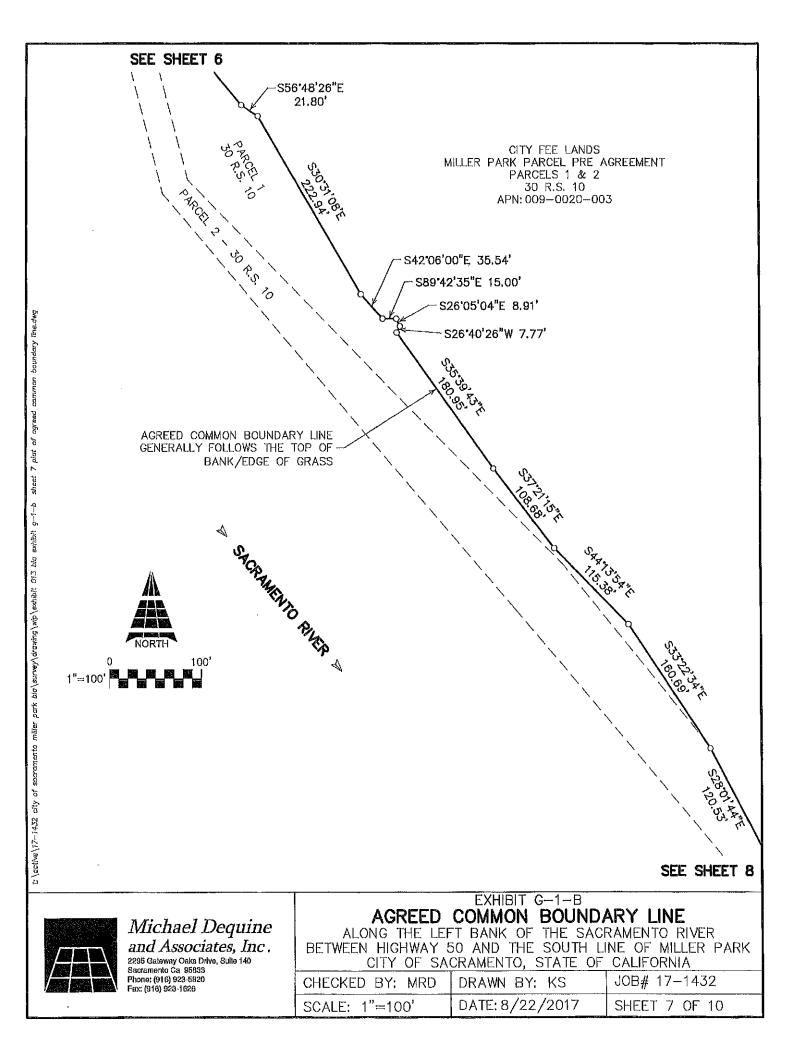


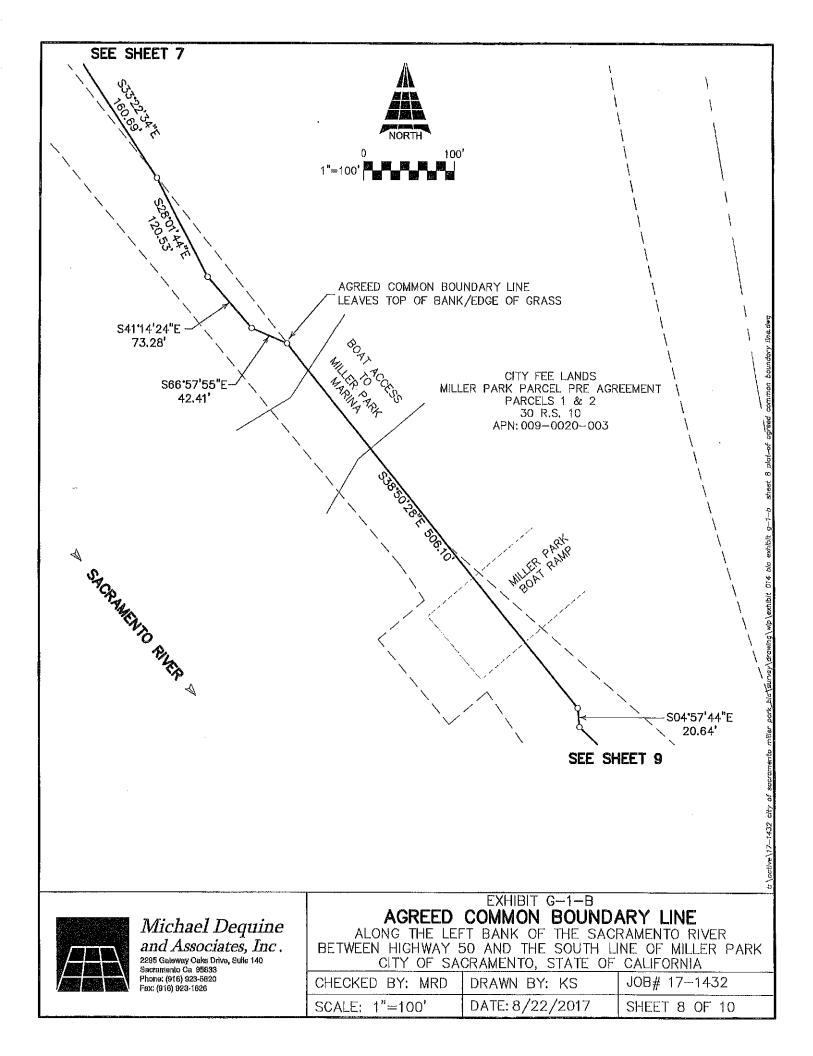


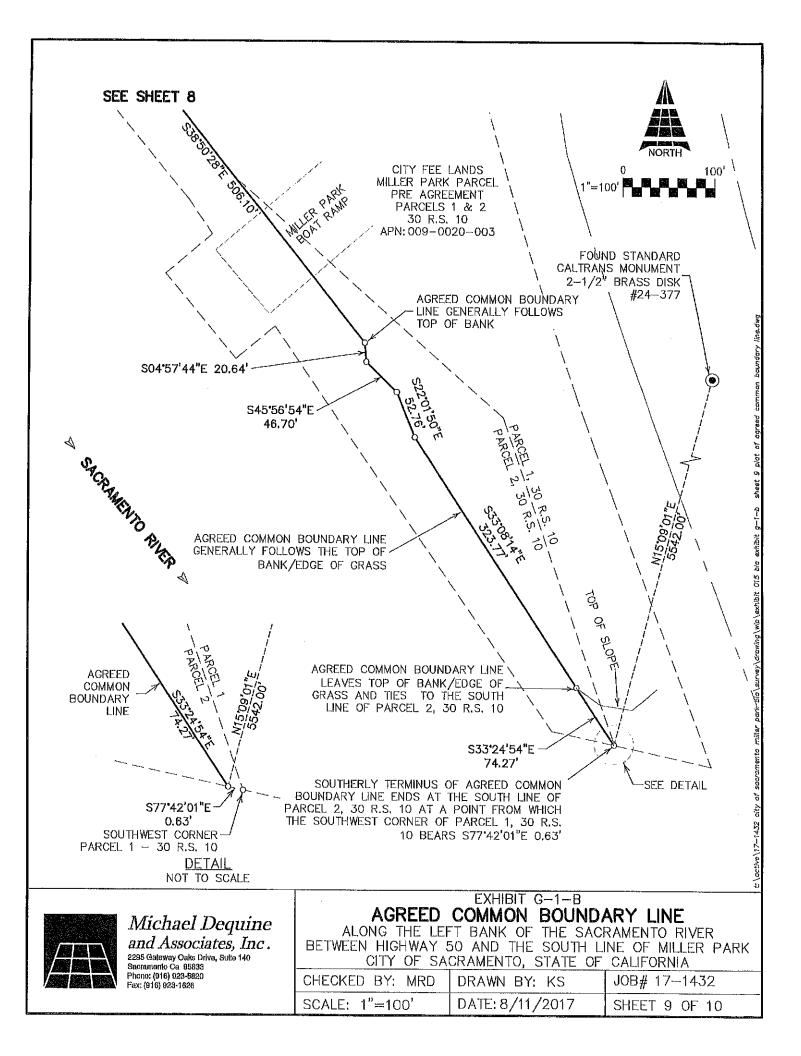


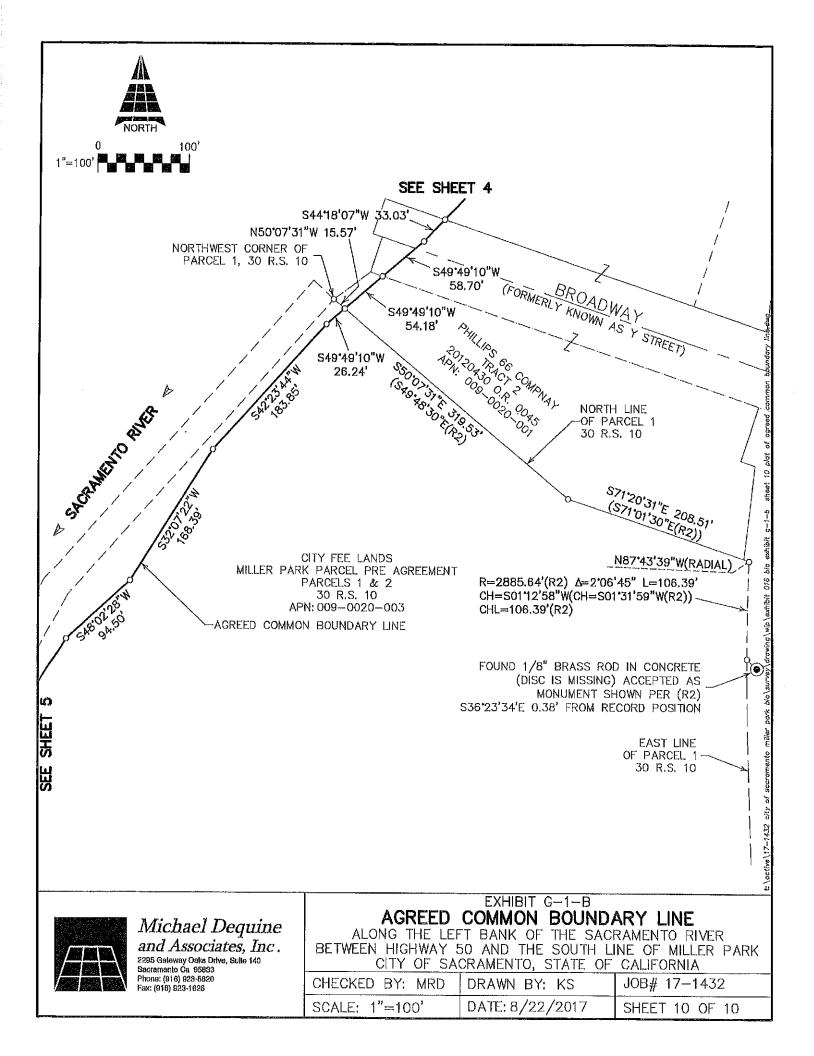












# EXHIBIT "H-1-A"

# CITY FEE LANDS NORTH PARCEL POST AGREEMENT

## LEGAL DESCRIPTION

.

December 6, 2017

.

.

.

#### Exhibit H-1-A City Fee Lands North Parcel - Post-Agreement APN: 009-0012-069 Page 1 of 3

## <u>AREA 1</u>

All that portion of the parcel of land described in that certain Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California more particularly described as follows:

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California, and the Point of Beginning of the herein described parcel of land.

Thence from said Point of Beginning, South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence along the northerly line of said Parcel Two South 72°57'41" East 26.97 feet to the easterly line of that parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California;

Thence along said easterly line, and along the westerly line of said Parcel No. 4 the following four (4) courses:

1) along the arc of a 2914.93 foot radius curve to the right, from a radial line that bears North 69°48'40" West through a central angle of 0°02'35", for an arc length of 2.19 feet (Chord: North 20°12'38" East 2.19 feet);

### Exhibit H-1-A City Fee Lands North Parcel - Post-Agreement APN: 009-0012-069 Page 2 of 3

- along the arc of a 1960.08 foot radius compound curve to the right, through a central angle of 0°54'00", for an arc length of 30.79 feet (Chord: North 20°40'56" East 30.79 feet),
- 3) along the arc of a 1482.68 foot radius compound curve to the right, through a central angle of 01°11'59", for an arc length of 31.05 feet (Chord: North 21°43'55" East 31.05 feet),
- 4) along the arc of a 1196.28 foot radius compound curve to the right, through a central angle of 0°54'49", for an arc length of 19.07 feet (Chord: North 22°47'19" East 19.07 feet) to the Point of Beginning, containing 1087 square feet, more or less.

## <u>AREA 2</u>

All that portion of the parcel of land described in that certain Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California more particularly described as follows:

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161125, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 5078 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California;

Thence leaving the easterly line of said parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, and leaving the westerly line of said Parcel No. 4, continuing South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

#### Exhibit H-1-A Clty Fee Lands North Parcel - Post-Agreement APN: 009-0012-069 Page 3 of 3

Thence continuing South 39°03'18" West 32.35 feet to a point on the south line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California, and the Point of Beginning of the herein described parcel of land;

**Thence from said Point of Beginning** continuing South 39°03'18" West 17.33 feet to the south line of said parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California;

Thence along said south line South 72°23'11" East 43.41 feet to the southeast corner thereof, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation Company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California;

Thence along the easterly line of said parcel of land described in that Grant Deed recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, and along the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation Company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California, along the arc of a 2914.93 foot radius curve to the right, from a radial line that bears North 70°43'33" West, through a central angle of 0°19'28", for an arc length of 16.51 feet (Chord: North 19°26'11" East 16.51 feet) to the southeast corner of Parcel Two as said Parcel Two is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence along said south line North 72°57'41" West 37.60 feet to the Point of Beginning, and containing 660 square feet, more or less.

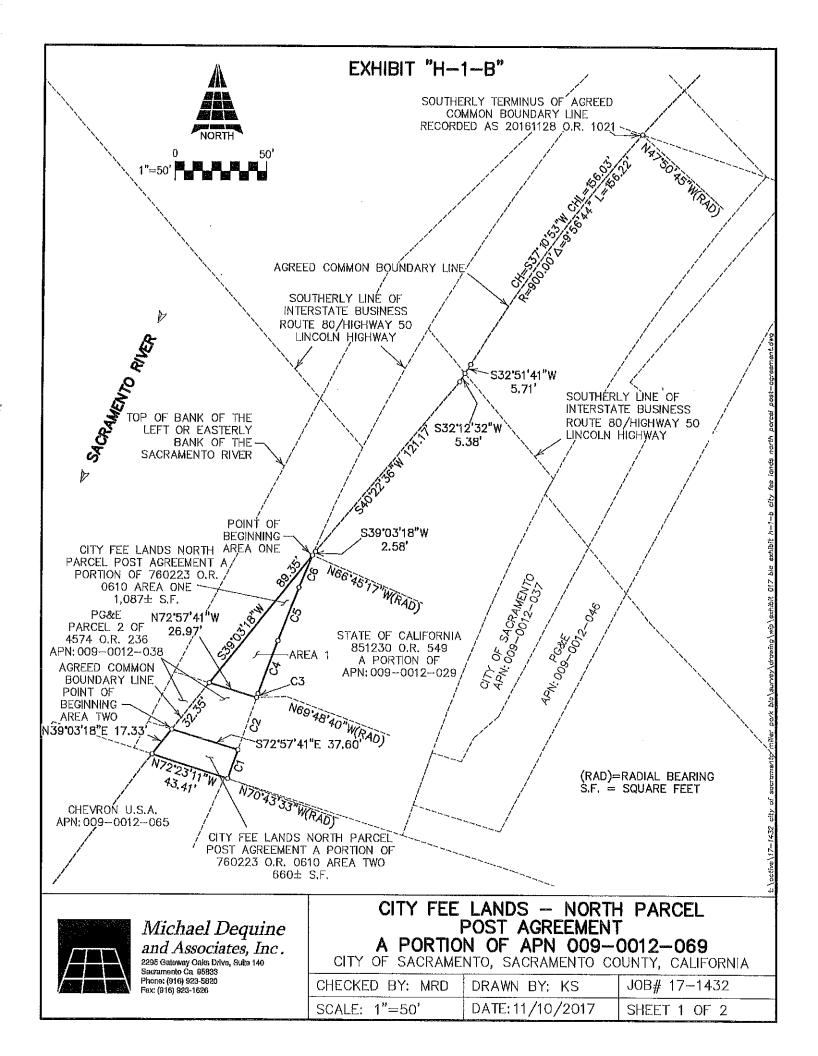
- END OF DESCRIPTION-

## EXHIBIT "H-1-B"

### CITY FEE LANDS NORTH PARCEL POST AGREEMENT

EXHIBIT MAP

December 6, 2017



|--|

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2914.93	0'19'28"	16.51	S19'26'11"W	16,51'
C2	2914.93'	0'35'25"	30.03'	S19'53'38"W	30.03'
C3	2914.93'	0*02'35"	2.19'	S20'12'38"W	2,19'
C4	1960.08'	0'54'00"	30.79'	S20'40'56"W	30.79'
C5	1482.68'	1'11'59"	31,05'	S21*43'55"W	31.05'
C6	1196.28	0'54'49"	19.07'	S22*47'19"W	19.07'

Michael Dequine and Associates, Inc. 2295 Gateway Oaks Drive, Sulte 140 Secremento Ca. 95039	A PORTIO	LANDS – NORTH POST AGREEMENT N OF APN 009–4 NTO, SACRAMENTO CO	0012-069
Picona: (916) 923-5820 Fax: (916) 923-1626	CHECKED BY: MRD	DRAWN BY: KS	JOB# 17-1432
	SCALE: NONE	DATE: 8/22/2017	SHEET 2 OF 2

# EXHIBIT "H-2-A"

# CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

### LEGAL DESCRIPTION

December 6, 2017

#### Exhibit H-2-A City Fee Lands Miller Park Parcel – Post-Agreement APN: 009-0020-003 Page 1 of 3

All of Parcels 1 and 2 as said parcels are shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California lying easterly of the following described line:

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed to the City of Sacramento recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California:

Thence South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 32.35 feet to the southerly line of said Pacific Gas and Electric Company Parcel, said point also being on the line common with said City of Sacramento Parcel;

Thence continuing South 39°03'18" West 17.33 feet to the southerly line of said City of Sacramento Parcel, said point also being on the northerly line of that certain Deed to Standard Oil Company of California recorded in Book 1016, at Page 252, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 6.65 feet;

Thence South 37°32'53" West 228.08 feet to the southerly line of said Standard Oil Company of California Parcel;

#### Exhibit H-2-A City Fee Lands Miller Park Parcel – Post-Agreement APN: 009-0020-003 Page 2 of 3

Thence continuing South 37°32′53″ West 81.40 feet to the northerly line of Tract 3 of that certain Deed to Phillips 66 Company recorded in Book 20120430 at Page 0045, Official Records of Sacramento County, California;

Thence continuing South 37°32'53" West 35.29 feet;

Thence South 44°18'07" West 51.98 feet to the southerly line of said Tract 3 and the northerly line of Tract 1 of said Phillips 66 Company Deed;

Thence South 44°18'07" West 247.14 feet to the southerly line of said Tract 1 and the northerly line of "Y" Street (currently Broadway) as said "Y" Street is shown on that certain Map of Brannan's Addition filed in Book 1 of Maps, Map No. 13, records of Sacramento County, California;

Thence continuing South 44°18'07" West 33.03 feet;

Thence South 49°49' 10" West 58.70 feet to the southerly line of said "Y" Street and the northerly line of Tract 2 of said Phillips 66 Company Deed;

Thence South 49°49' 10" West 54.18 feet to the Point of Beginning of the herein described parcel of land, said point being a point on the northerly line of Parcel 1 as said Parcel 1 is shown on that certain Record of Survey filed in Book 30 of Surveys at Page 10, records of Sacramento County, California, from which the northwest corner of said Parcel 1 bears North 50°07'31" West 15.57 feet,

Thence from said Point of Beginning South 49°49'10" West 26.24 feet;

Thence South 42°23'44 West 183.85 feet: Thence South 32°07'22" West 168.39 feet; Thence South 48°02'28" West 94.50 feet; Thence South 32°28'39" West 347.52 feet; Thence South 38°09'55" West 59.61 feet; Thence South 28°24'34" West 104.32 feet; Thence South 16°30'59" West 76.70 feet; Thence South 12°23'37" West 50.55 feet; Thence South 15°25'03" West 54.76 feet; Thence South 02°51'50" West 129.19 feet; Thence South 02°55'26" East 192.42 feet; Thence South 13°22'52" East 65.89 feet; Thence South 07°27'38" East 116.89 feet: Thence South 18°38'03" East 119.38 feet; Thence South 27°08'58" East 80.51 feet; Thence South 39°54'21" East 119.88 feet;

#### Exhibit H-2-A City Fee Lands Miller Park Parcel – Post-Agreement APN: 009-0020-003 Page 3 of 3

Thence South 56°48'26" East 21.80 feet; Thence South 30°31'08" East 222.94 feet; Thence South 42°06'00" East 35.54 feet; Thence South 89°42'35" East 15.00 feet; Thence South 26°05'04" East 8.91 feet; Thence South 26'40'26" West 7.77 feet: Thence South 35°39'43" East 180.95 feet; Thence South 37°21'15" East 108.68 feet; Thence South 44°13'54" East 115.38 feet; Thence South 33°22'34" East 160.69 feet; Thence South 28°01'44" East 120.53 feet; Thence South 41°14'24" East 73.28 feet: Thence South 66°57'55" East 42.41 feet: Thence South 38°50'28" East 506.10 feet; Thence South 04°57'44 East 20.64 feet; Thence South 45°56'54" East 46.70 feet: Thence South 22°01'50" East 52.76 feet; Thence South 33°08'14" East 323.77 feet;

Thence South 33°24′54" East 74.27 feet to a point on the south line of Parcel 2 as said parcel is shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California from which the southwest corner of Parcel 1 as shown on said map bears South 77°42′01" East 0.63 feet, said point being also a point from which a 2 ½" California Division of Highways brass disk designated "24-377" as shown on the California Division of Highways Monument Map, District 3, County SAC, Route 5, Post Mile 23.1 to 23.3, Sheets 10 and 11 of 13 bears North 15°09′01" East 5,542.00 feet.

Said parcel contains 53.28 Acres, more or less.

- END OF DESCRIPTION-

## EXHIBIT "H-2-B"

.

· .

.

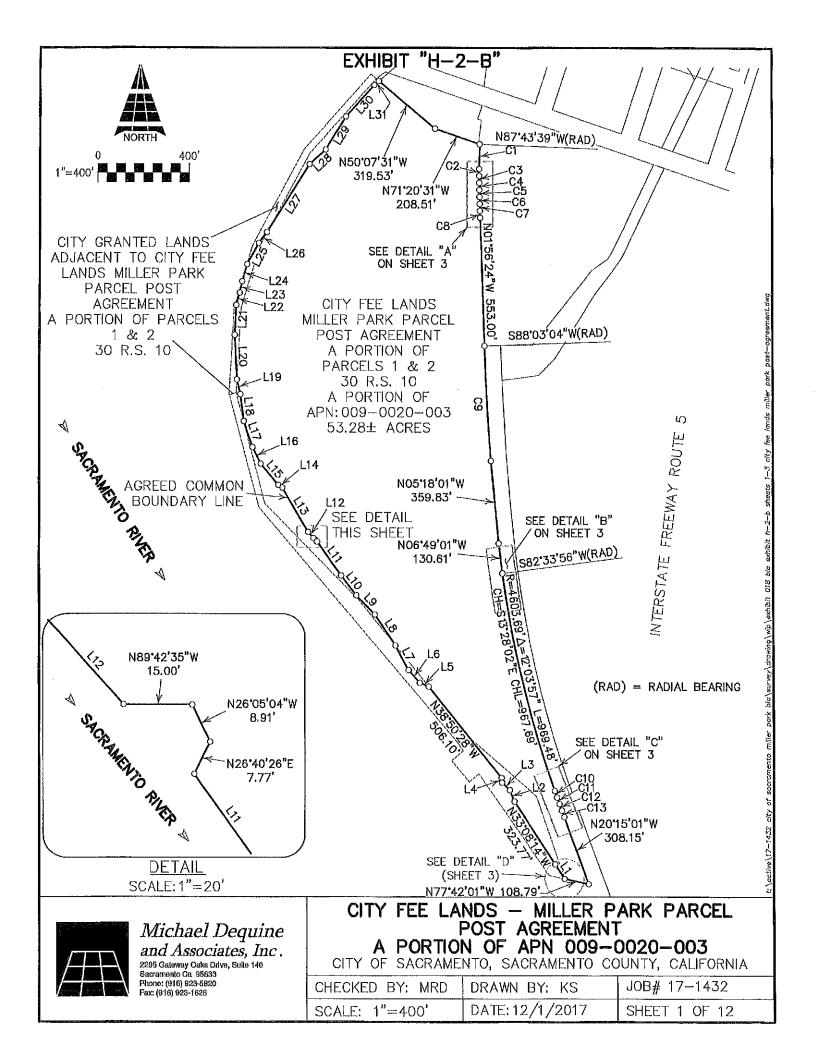
# CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

EXHIBIT MAP

.

.

December 6, 2017



# EXHIBIT "H-2-B"

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2885.64'	2'06'45°	106.39'	S01'12'59"W	106.39'
C2	3294.63	0'31'30"	30,19'	S00'06'09"E	30.19
C3 C4	3840.29'	0'27'00"	30,16'	S00*35'24"E	30,16'
C4	4603,89'	0'22'30"	30,13'	S01*00'09"E	30.13'
C5	5749.60'	0'18'00"	30.10'	S01'20'24"E	30.10'
C6	7659.45'	013'30"	30,08'	S01'36'09"E	30,08'
C7	11479.97'	0'09'00"	30.05'	S01'47'24"E	30.05'
C8	22938.37'	0'04'30"	30,03'	S01'54'09"E	30.03'
C9	11497.97	2'29'01"	498,41'	S03'11'26"E	498.37'
C10	5749.60'	0'18'00"	30.10'	S19*39'01"E	30,10'
C11	7659.45'	0'13'30"	30,08'	S19'54'46"E	30.08'
C12	11479.97'	0'09'00"	30.05'	S20'06'01"E	30,05'
C13	22938.37'	0'04'30"	30,03'	S20*12'46"E	30.03'

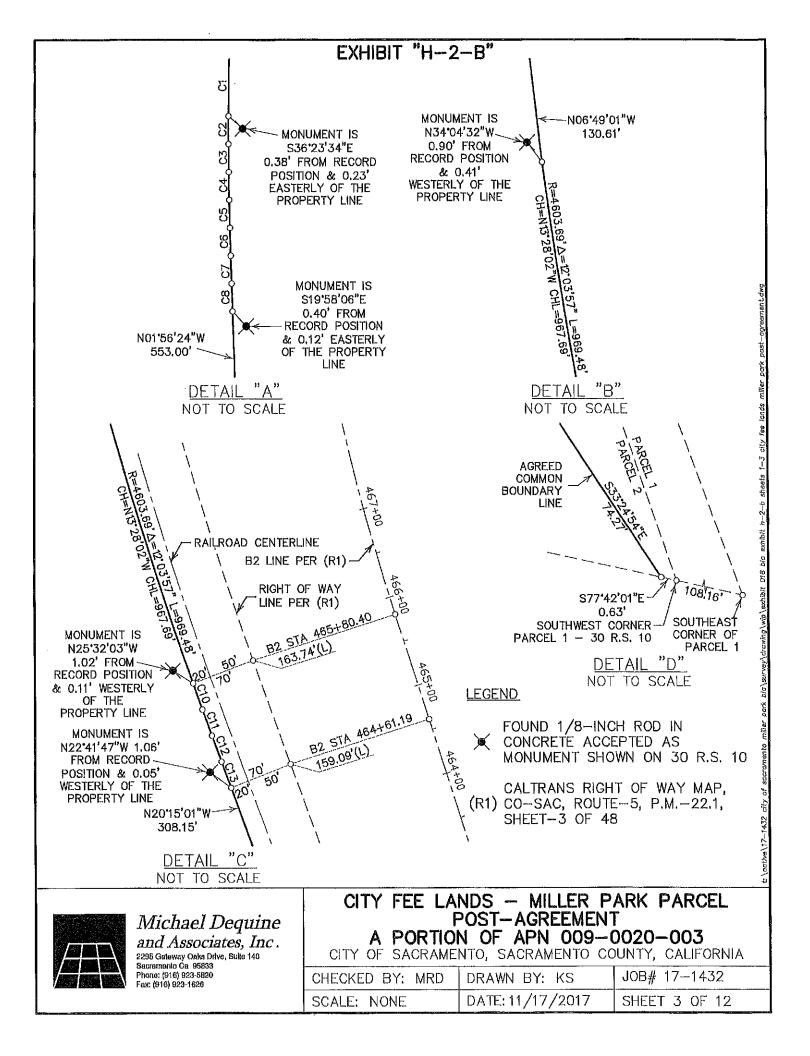
LINE	BEARING	DISTANCE
L1	N33'24'54"W	74.27'
L2	N22'01'50"W	52.76'
L2 L3	N45'56'54"W	46.70
L4	NO4'57'44"W	20.64'
L5	N66 <b>'</b> 57'55"W	42.41'
L6	N41'14'24"W	73.28'
L7	N28'01'44"W	120.53
L8	N33'22'34"W	160.69
L9	N4413'54"W	115.38
L10	N37'21'15"W	108,68'
L11	N35'39'43"W	180,95'
L12	N42'06'00"W	35,54
L13	N30'31'08"W	222.94'
L14	N56*48'26"W	21.80'
L15	N39'54'21"W	119.88
L16	N27'08'58"W	80.51
L17	N18'38'03"W	119,38'
L18	N07'27'38"W	116.89'
L19	N13*22'52"W	65,89'
L20	N02'55'26"W	192.42'
L.21	N02'51'50"E	129.19'
L22	N15'25'03"E	54.76'
L23	N12'23'37"E	50,55'
L24	N16'30'59"E	76,70'
L25	N28'24'34"E	104.32'
L26	N38'09'55"E	59,61'
L.27	N32'28'39"E	347.52
L28	N48'02'28"E	94,50'
L29	N32'07'22"E	168,39
L30	N42°23'44"E	183.85
L31	N49'49'10"E	26.24

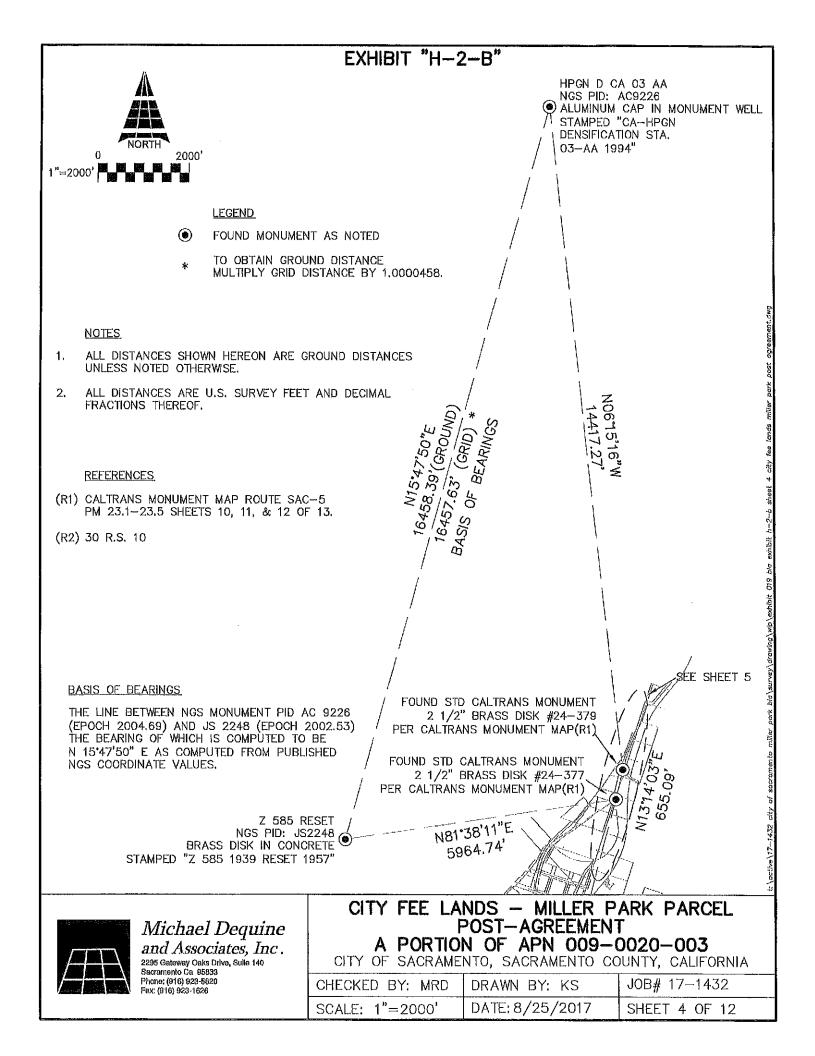
AA	7

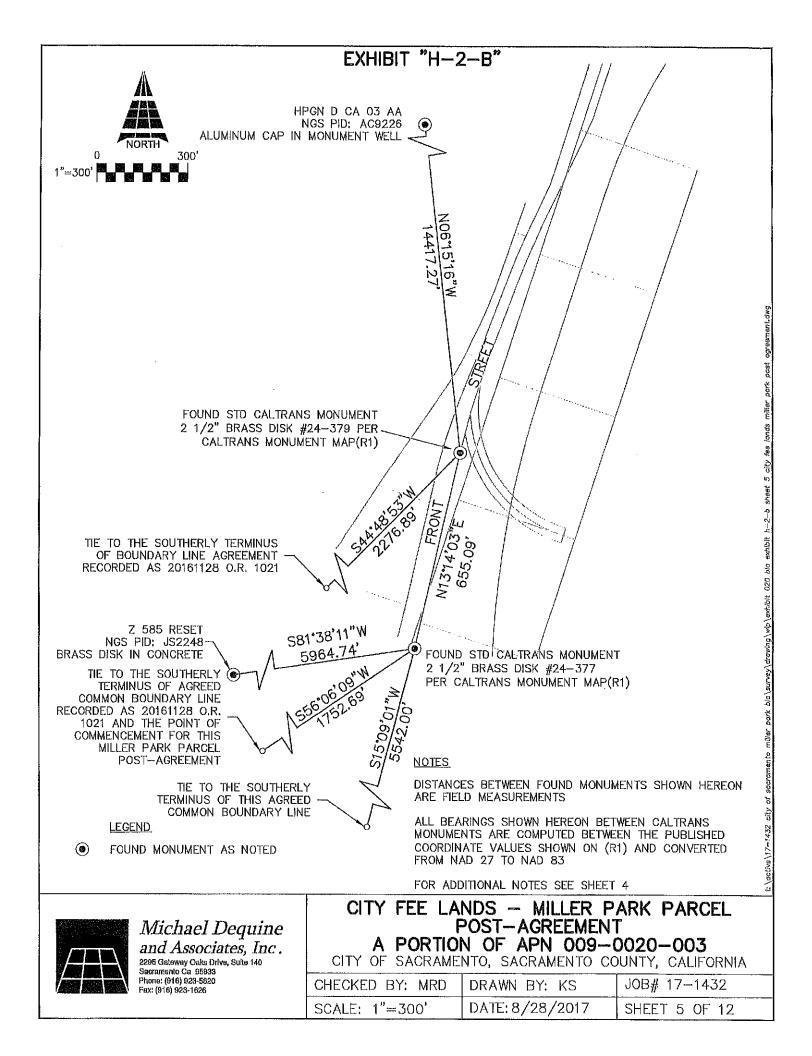
Michael Dequine and Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento Ca 05833 Phone: (01) 922-6520 Phone: (916) 923-1626

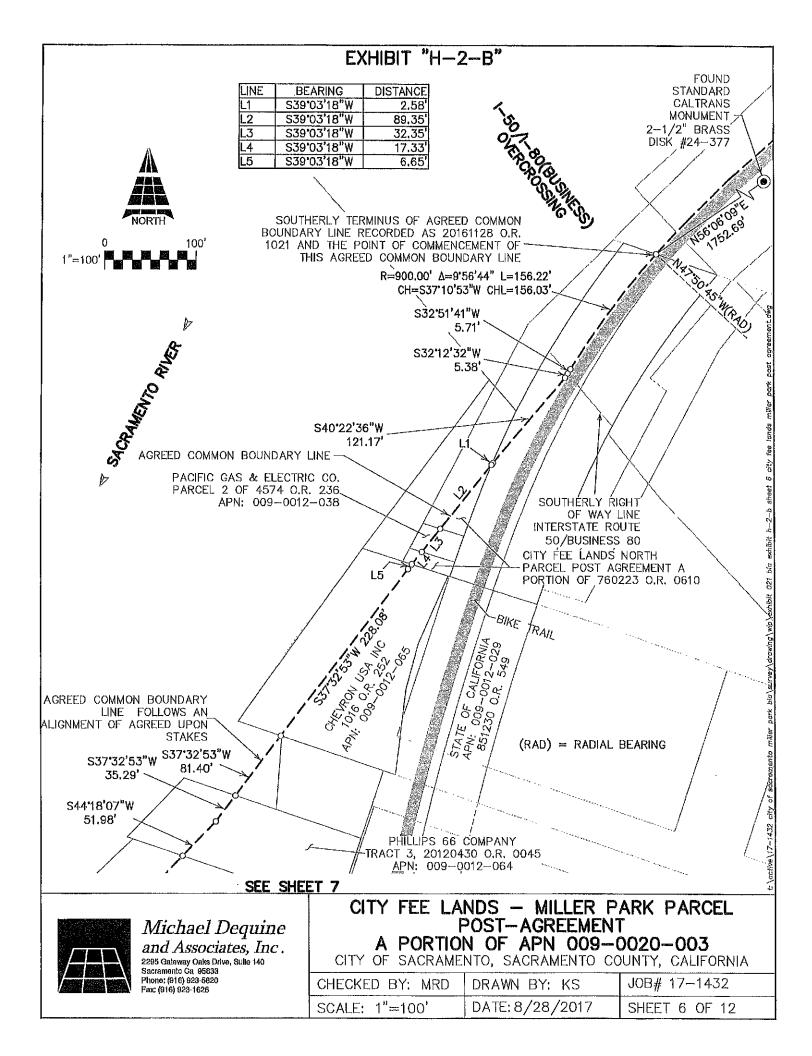
## CITY FEE LANDS - MILLER PARK PARCEL POST-AGREEMENT A PORTION OF APN 009-0020-003 CITY OF SACRAMENTO, SACRAMENTO COUNTY, CALIFORNIA

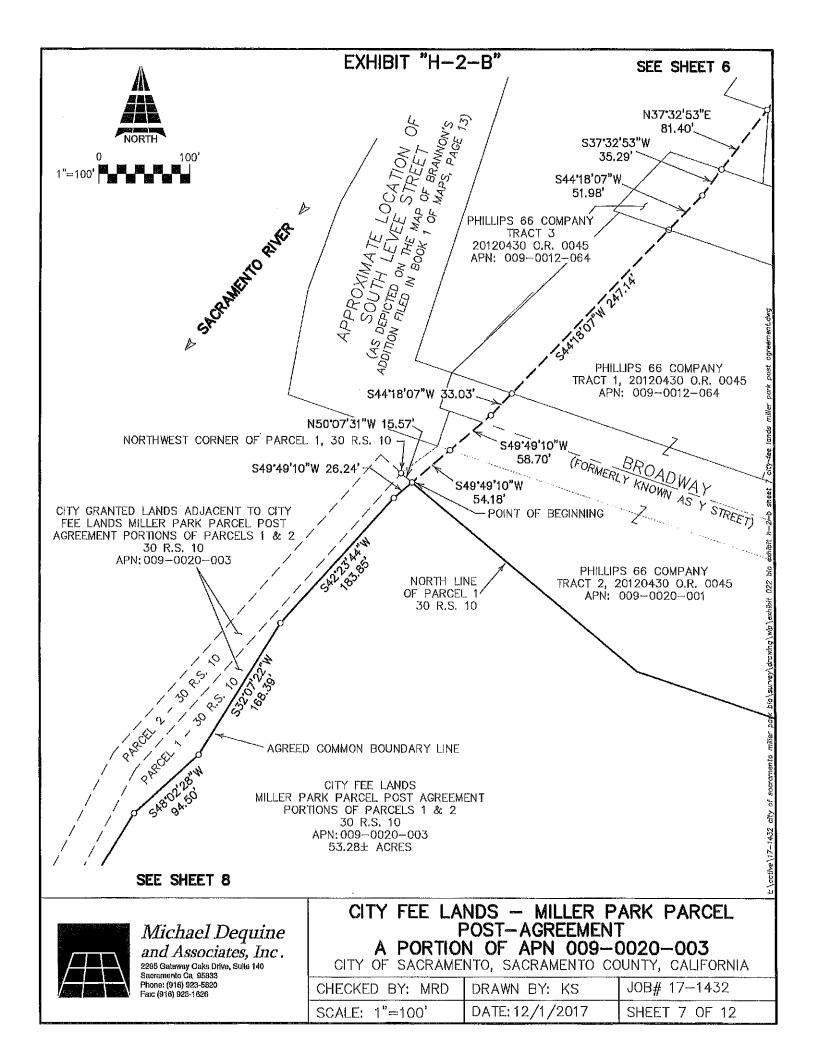
CHECKED BY: MRD	DRAWN BY: KS	JOB# 17-1432
SCALE: NONE	DATE: 11/3/2017	SHEET 2 OF 12

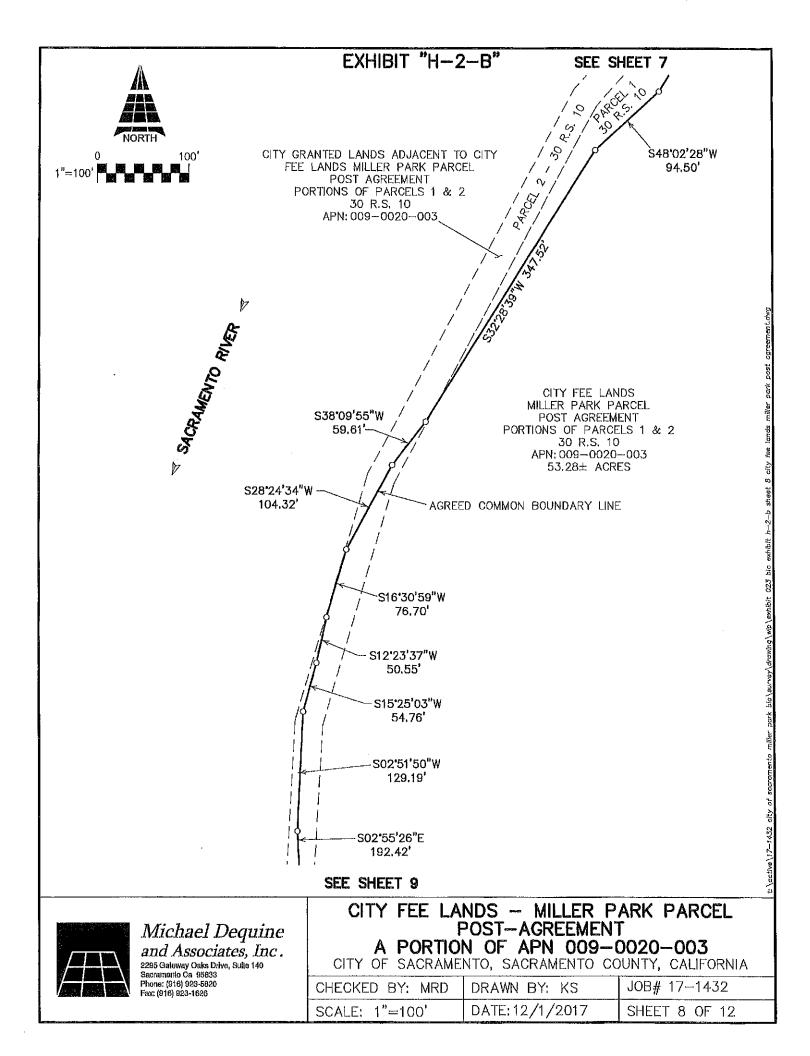


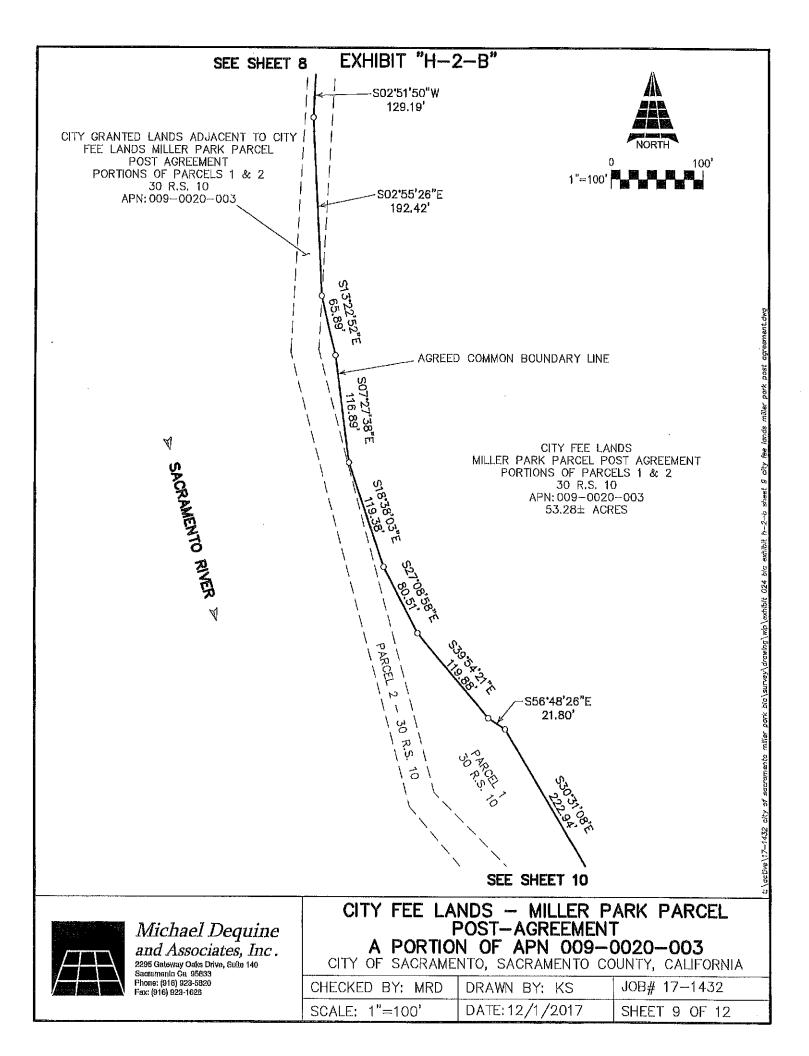


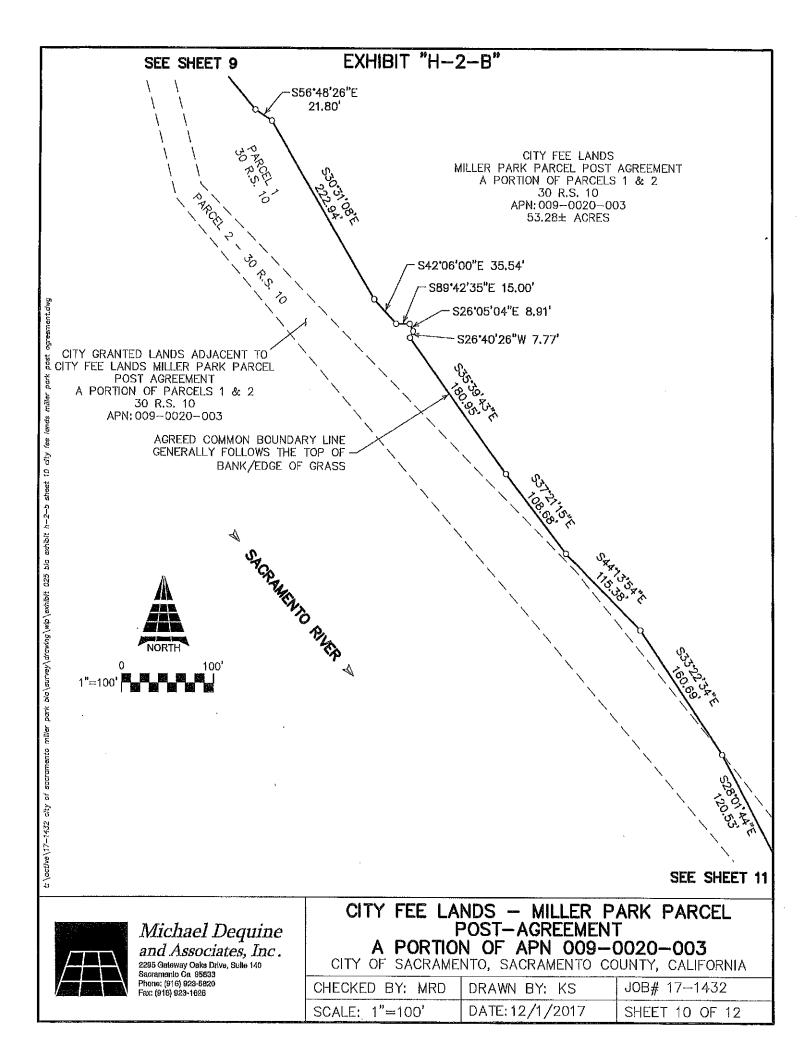


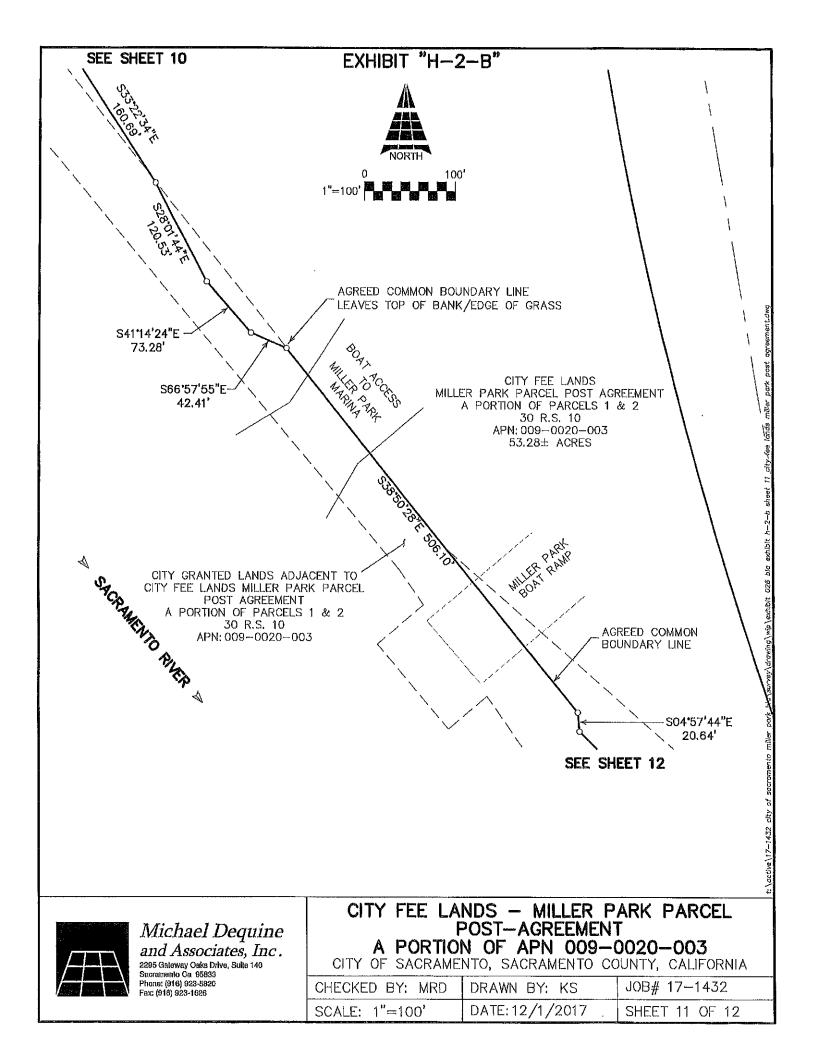


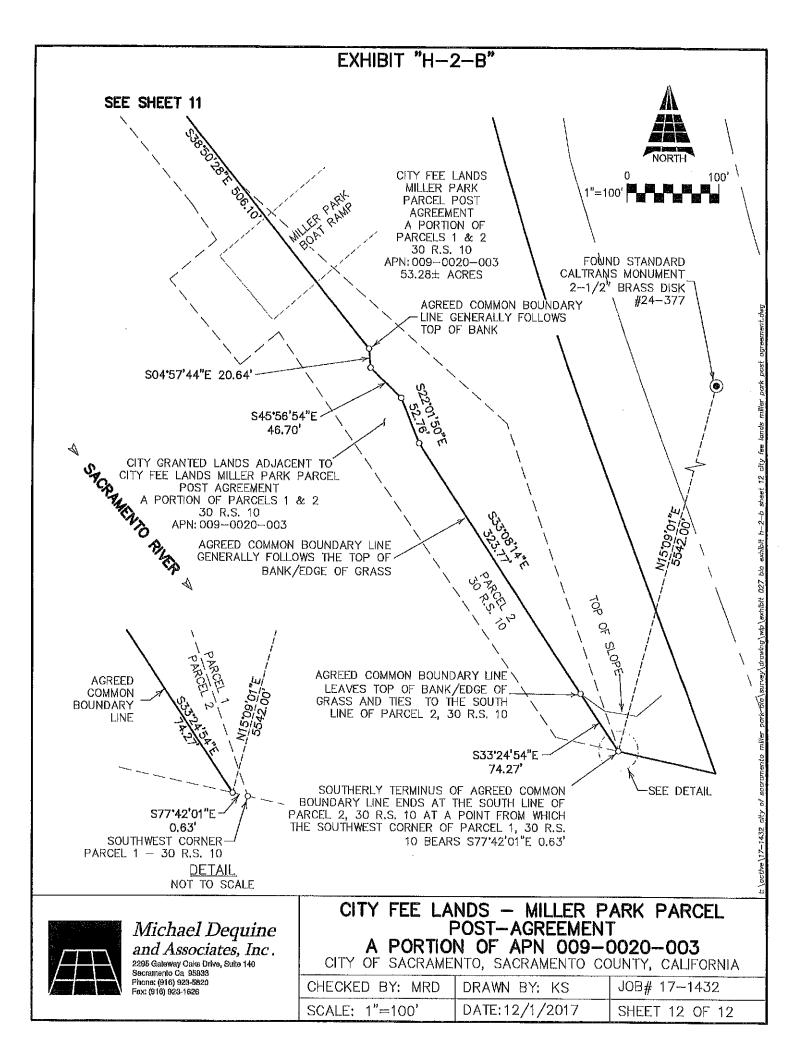












### EXHIBIT "H-3-A"

#### CITY GRANTED LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

### LEGAL DESCRIPTION

.

.

.

•

December 6, 2017

.

#### Exhibit H-3-A City Granted Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Portion of APN: 009-0020-003 Page 1 of 3

All of Parcels 1 and 2 as said parcels are shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California lying westerly of the following described line:

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed to the City of Sacramento recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California;

Thence South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 32.35 feet to the southerly line of said Pacific Gas and Electric Company Parcel, said point also being on the line common with said City of Sacramento Parcel;

Thence continuing South 39°03'18" West 17.33 feet to the southerly line of said City of Sacramento Parcel, said point also being on the northerly line of that certain Deed to Standard Oil Company of California recorded in Book 1016, at Page 252, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 6.65 feet;

Michael Dequine & Associates, Inc. 2295 Gateway Oaks Drive, Suite 140 Sacramento, CA 95833

T;\Active\17-1432 City of Sacramento Miller Park BLA\documents\legal desortptions\2017-11-16 Exhibit H-3-A City Granted Lands Miller Park - Post Agreement \_ doc

#### Exhibit H-3-A City Granted Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Portion of APN: 009-0020-003 Page 2 of 3

Thence South 37°32'53" West 228.08 feet to the southerly line of said Standard Oil Company of California Parcel;

Thence continuing South 37°32'53" West 81.40 feet to the northerly line of Tract 3 of that certain Deed to Phillips 66 Company recorded in Book 20120430 at Page 0045, Official Records of Sacramento County, California;

Thence continuing South 37°32'53" West 35.29 feet;

Thence South 44°18'07" West 51.98 feet to the southerly line of said Tract 3 and the northerly line of Tract 1 of said Phillips 66 Company Deed;

Thence South 44°18'07" West 247.14 feet to the southerly line of said Tract 1 and the northerly line of "Y" Street (currently Broadway) as said "Y" Street is shown on that certain Map of Brannan's Addition filed in Book 1 of Maps, Map No. 13, records of Sacramento County, California;

Thence continuing South 44°18'07" West 33.03 feet;

Thence South 49°49' 10" West 58.70 feet to the southerly line of said "Y" Street and the northerly line of Tract 2 of said Phillips 66 Company Deed;

Thence South 49°49' 10" West 54.18 feet to the Point of Beginning of the herein described parcel of land, said point being a point on the northerly line of Parcel 1 as said Parcel 1 is shown on that certain Record of Survey filed in Book 30 of Surveys at Page 10, records of Sacramento County, California, from which the northwest corner of said Parcel 1 bears North 50°07'31" West 15.57 feet,

Thence from said Point of Beginning South 49°49'10" West 26.24 feet;

Thence South 42°23'44 West 183.85 feet; Thence South 32°07'22" West 168.39 feet; Thence South 48°02'28" West 94.50 feet; Thence South 32°28'39" West 347.52 feet; Thence South 38°09'55" West 59.61 feet; Thence South 28°24'34" West 104.32 feet; Thence South 16°30'59" West 76.70 feet; Thence South 16°30'59" West 76.70 feet; Thence South 12°23'37" West 50.55 feet; Thence South 15°25'03" West 54.76 feet; Thence South 02°51'50" West 129.19 feet; Thence South 02°55'26" East 192.42 feet; Thence South 13°22'52" East 65.89 feet; Thence South 07°27'38" East 116.89 feet;

#### Exhibit H-3-A City Granted Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Portion of APN: 009-0020-003 Page 3 of 3

Thence South 18°38'03" East 119.38 feet; Thence South 27°08'58" East 80.51 feet; Thence South 39°54'21" East 119.88 feet: Thence South 56°48'26" East 21.80 feet; Thence South 30°31'08" East 222.94 feet: Thence South 42°06'00" East 35.54 feet; Thence South 89°42'35" East 15.00 feet; Thence South 26°05'04" East 8.91 feet; Thence South 26°40'26" West 7.77 feet; Thence South 35°39'43" East 180.95 feet; Thence South 37°21'15" East 108.68 feet; Thence South 44°13'54" East 115.38 feet; Thence South 33°22'34" East 160.69 feet; Thence South 28°01'44" East 120.53 feet; Thence South 41°14'24" East 73.28 feet; Thence South 66°57'55" East 42.41 feet; Thence South 38°50'28" East 506.10 feet; Thence South 04°57'44 East 20.64 feet; Thence South 45°56'54" East 46.70 feet; Thence South 22°01'50" East 52.76 feet; Thence South 33°08'14" East 323.77 feet:

Thence South 33°24'54" East 74.27 feet to a point on the south line of Parcel 2 as said parcel is shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California from which the southwest corner of Parcel 1 as shown on said map bears South 77°42'01" East 0.63 feet, said point being also a point from which a 2 ½" California Division of Highways brass disk designated "24-377" as shown on the California Division of Highways Monument Map, District 3, County SAC, Route 5, Post Mile 23.1 to 23.3, Sheets 10 and 11 of 13 bears North 15°09'01" East 5,542.00 feet.

Said parcel contains 5.22 acres, more or less.

- END OF DESCRIPTION-

### EXHIBIT "H-3-B"

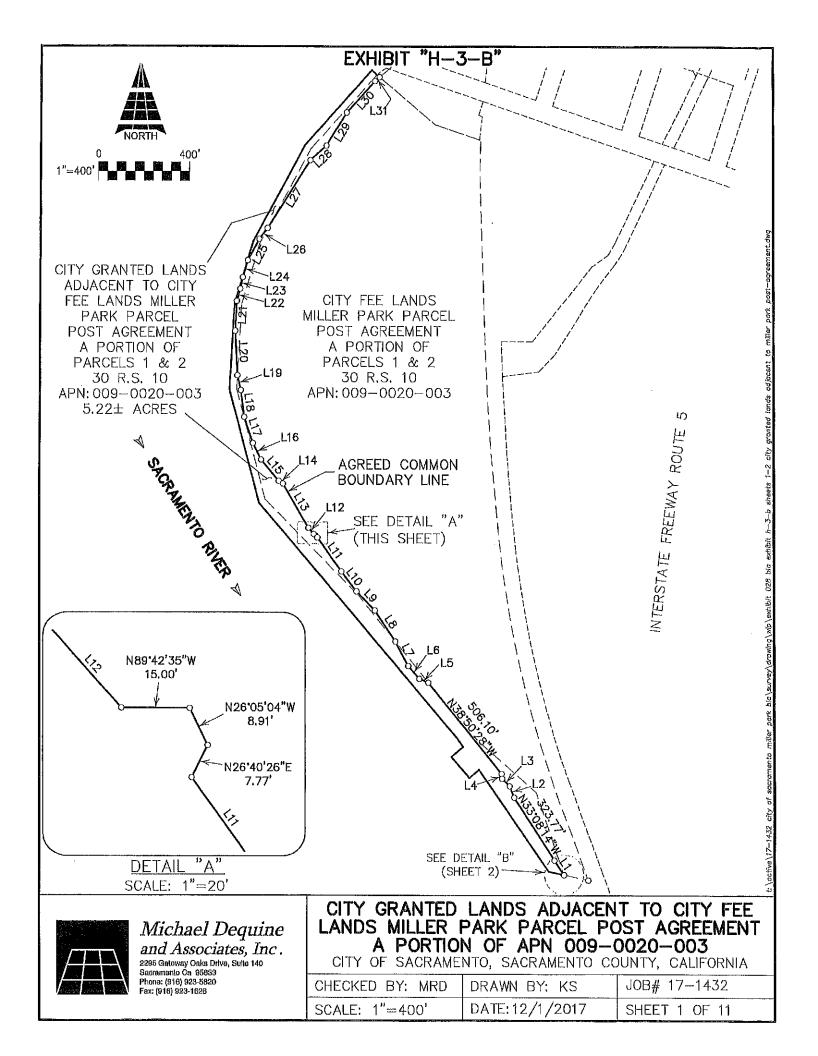
### CITY GRANTED LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

EXHIBIT MAP

.

December 6, 2017

.



# EXHIBIT "H-3-B"

	LINE	BEARING	DISTANCE	
	L1	N33'24'54"W	74.27'	
	L2	N22'01'50"W	52.76'	
	L3	N45*56'54"W	46.70'	
	L4	N04*57'44"W	20.64	
	L5	N66'57'55"W	42.41'	
	L6	N41'14'24"W	73.28'	
	L7	N28'01'44"W	120.53'	
•	L8	N33'22'34"W	160,69'	
	L9	N44'13'54"W	115.38'	
	L10	N37'21'15"W	108.68'	
	L11	N35'39'43"W	180.95'	
	L12	N42*06.00".W	35.54'	
	L13	N30*31'08"W	222.94'	
	L14	N56'48'26"W	21.80'	
	L15	N39'54'21"W	119.88'	
	L16	N27'08'58"W	80.51'	
	L17	N18'38'03"W	119.38'	
	L18	N07'27'38"W	116.89'	
	L19	N13*22'52"W	65,89'	
	L.20	N02'55'26"W	192,42'	
	L21	N02'51'50"E	129.19'	
	L22	N15'25'03"E	54.76'	
	L23	N12*23'37"E	50.55'	
	L24	N16'30'59"E	76.70'	
	L25	N28'24'34"E	104.32'	
	L26	N38'09'55"E	59.61'	
	L27	N32'28'39"E	347.52	
	L28	N48'02'28"E	94.50'	
	L29	N32'07'22"E	168.39'	
	L30	N42'23'44"E	183.85'	
	L31	N49'49'10"E	26.24'	
			١	
		N N	\	
		1 10	\	
			)	\
	AGREE			ί.
	соммо		۲ ۲	ì
BO	UNDAR	Y (63, 10)	1	
	LIN		1	N,
		Plot.	Ň	N N
			N N	\
	-	_ \		\
		Construction of the owner of the	$\mathbf{X}$	Ň
			-20- A	, ì
		S77'42'01"E	11-1	V I
		5774201°E 0.63'	- / 108	16'
	201	U.63 JTHWEST CORNE	р_/	T
F		1 - 30 R.S. 1		ieast /
	INVULL		CORNE	
			<u> </u>	ICEL 1
		NOT TO SCA	ALE <sup>30 R.</sup>	.S. 10

odjacent to miller

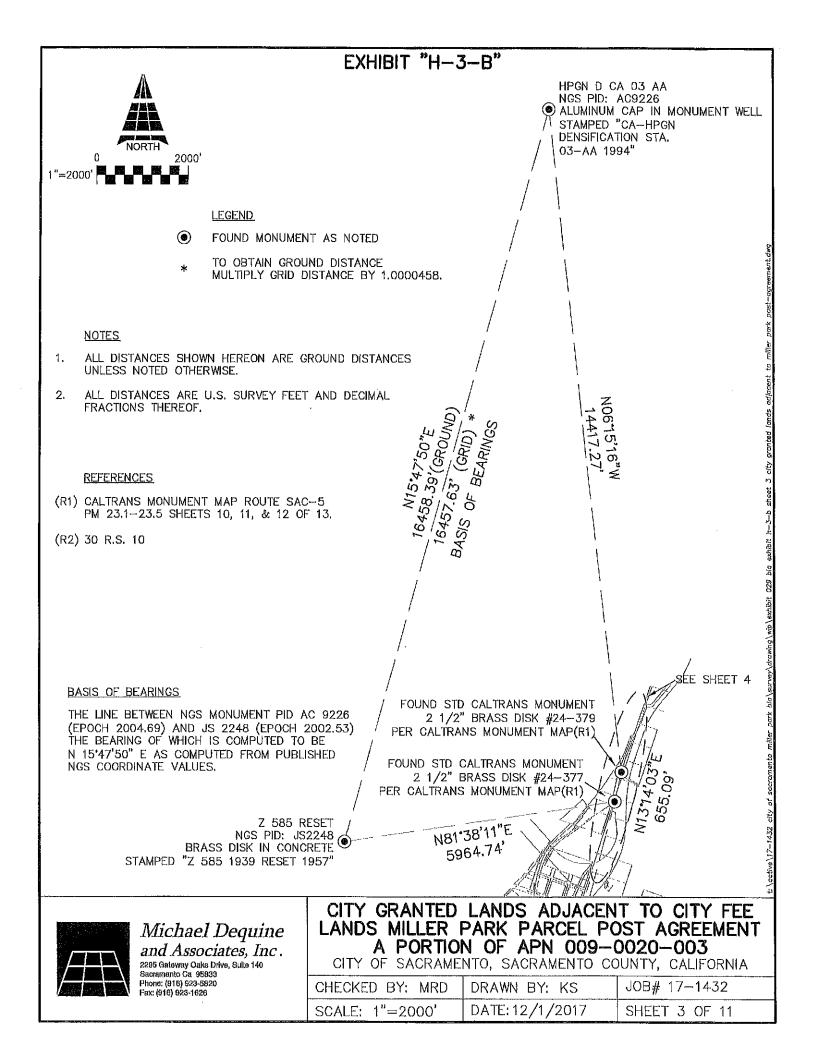
1-2 city granted lands

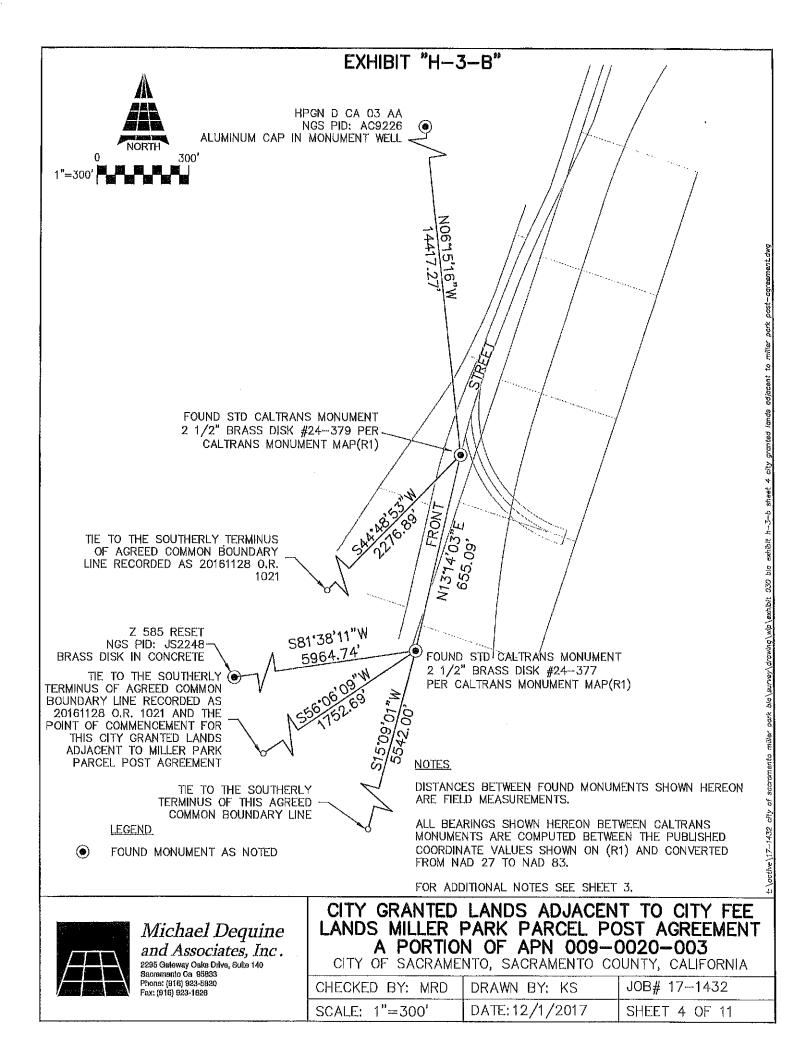
exhibit h-J-b

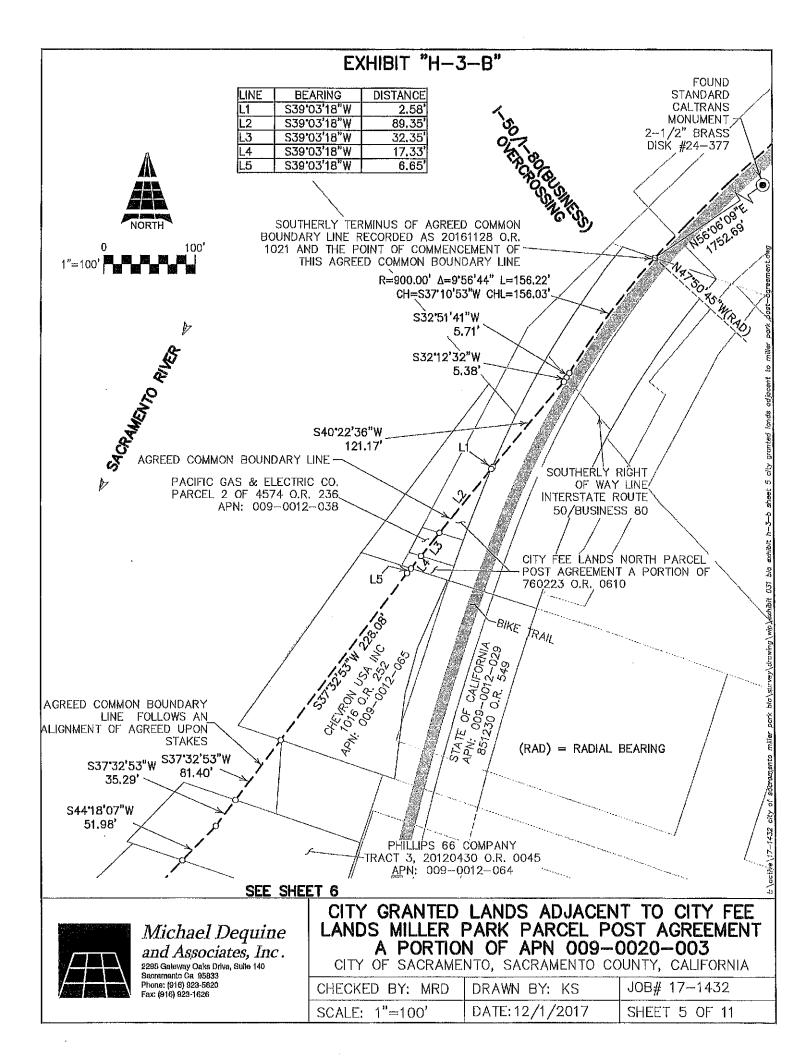
Å

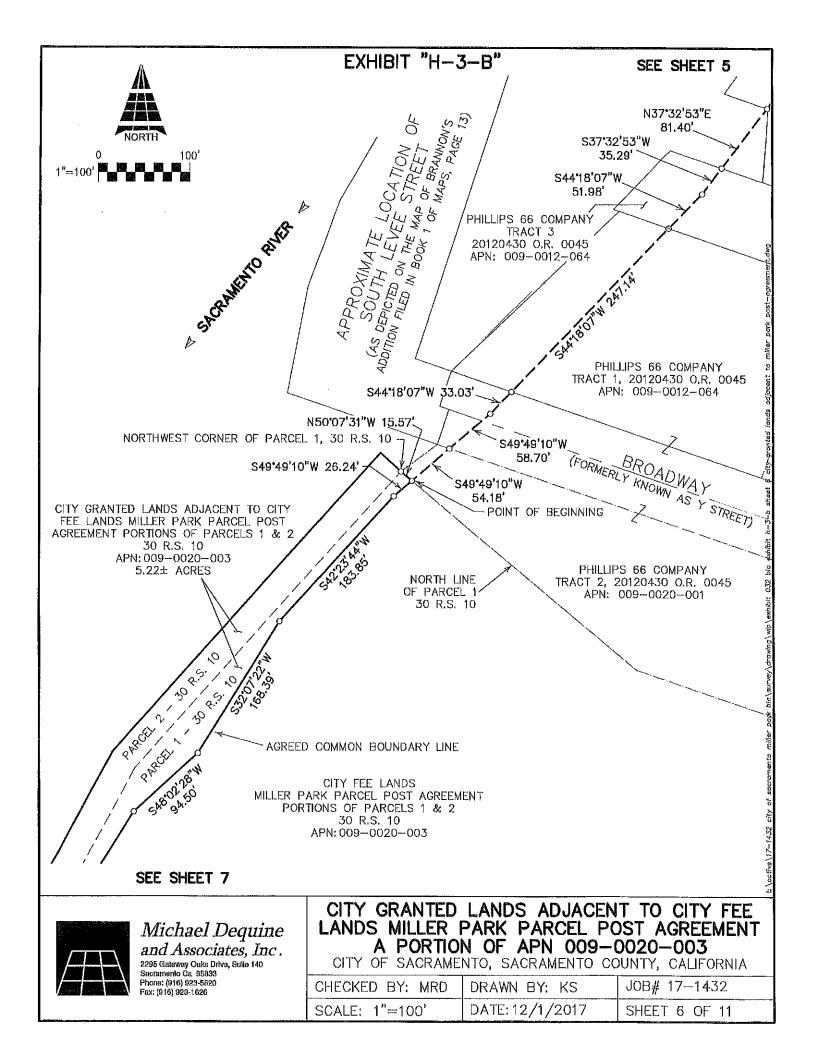
bla\survey\drawing\wip\exhibit\_028

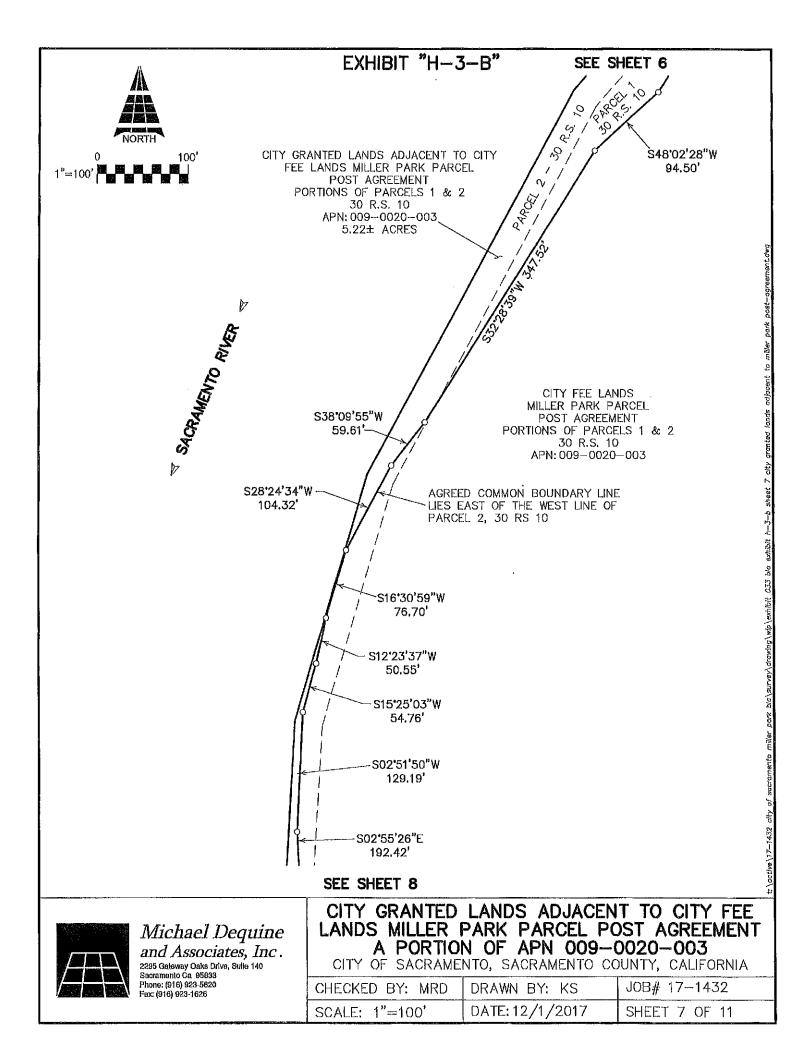
	0.63' SOUTHWEST CORNER PARCEL 1 - 30 R.S. 10 <u>DETAIL "B"</u> NOT TO SCALE	SOUTHEAST CORNER OF PARCEL 1 30 R.S. 10	t:  active 17-1432 city
Michael Dequine and Associates, Inc. 2285 Galeway Oaks Drive, Sulle 140 Sacramento Ca 95693	LANDS MILLER A A PORTION	LANDS ADJACEN PARK PARCEL PO N OF APN 009-0 NTO, SACRAMENTO CO	DST AGREEMENT
Phone: (916) 923-5820 Fax: (916) 923-1626	CHECKED BY: MRD	DRAWN BY: KS	JOB# 17-1432
	SCALE: NONE	DATE: 12/1/2017	SHEET 2 OF 11

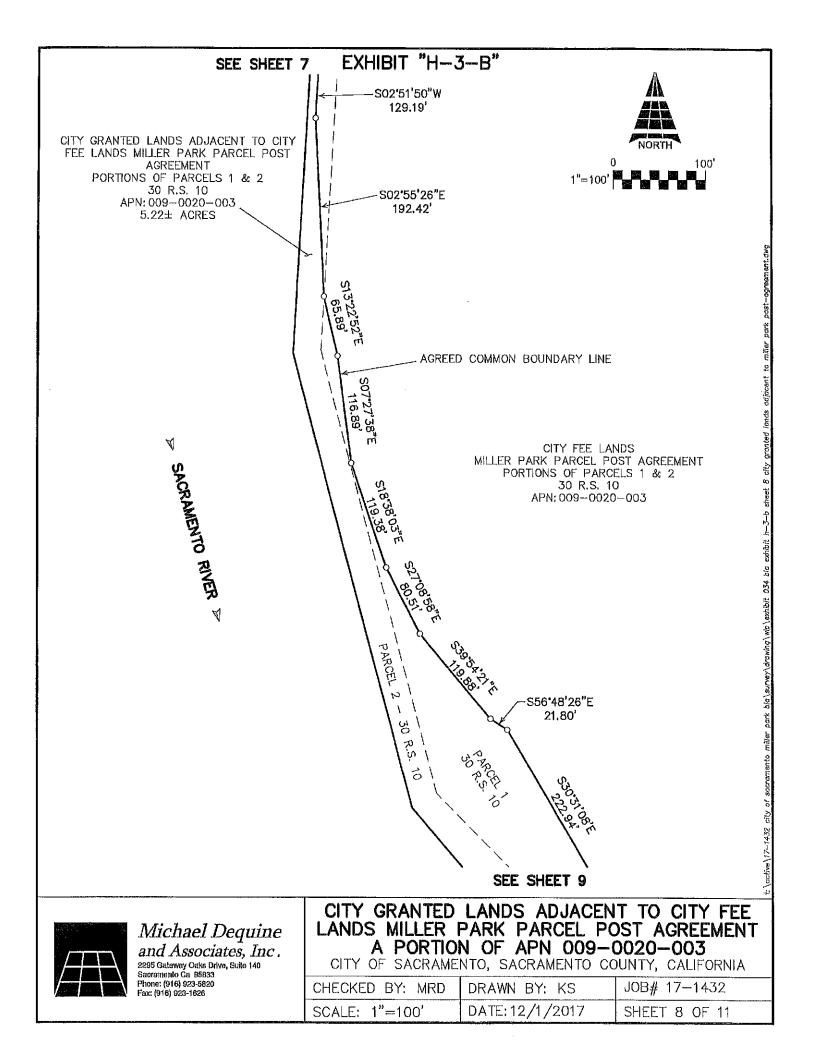


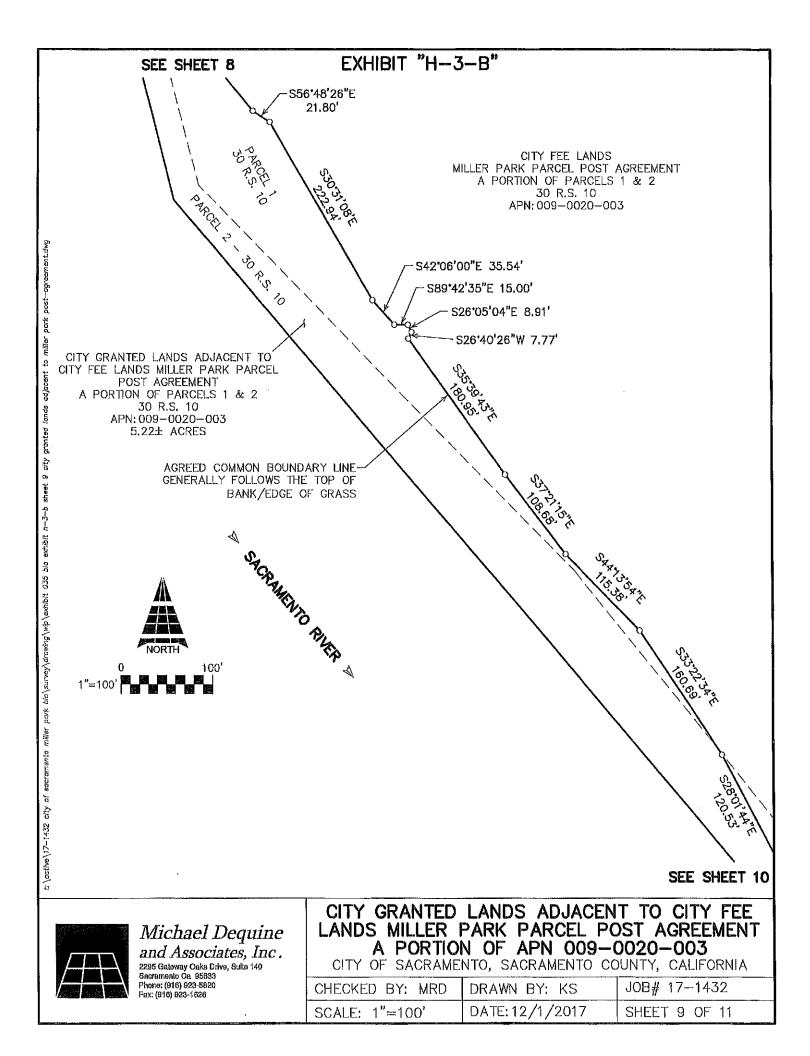


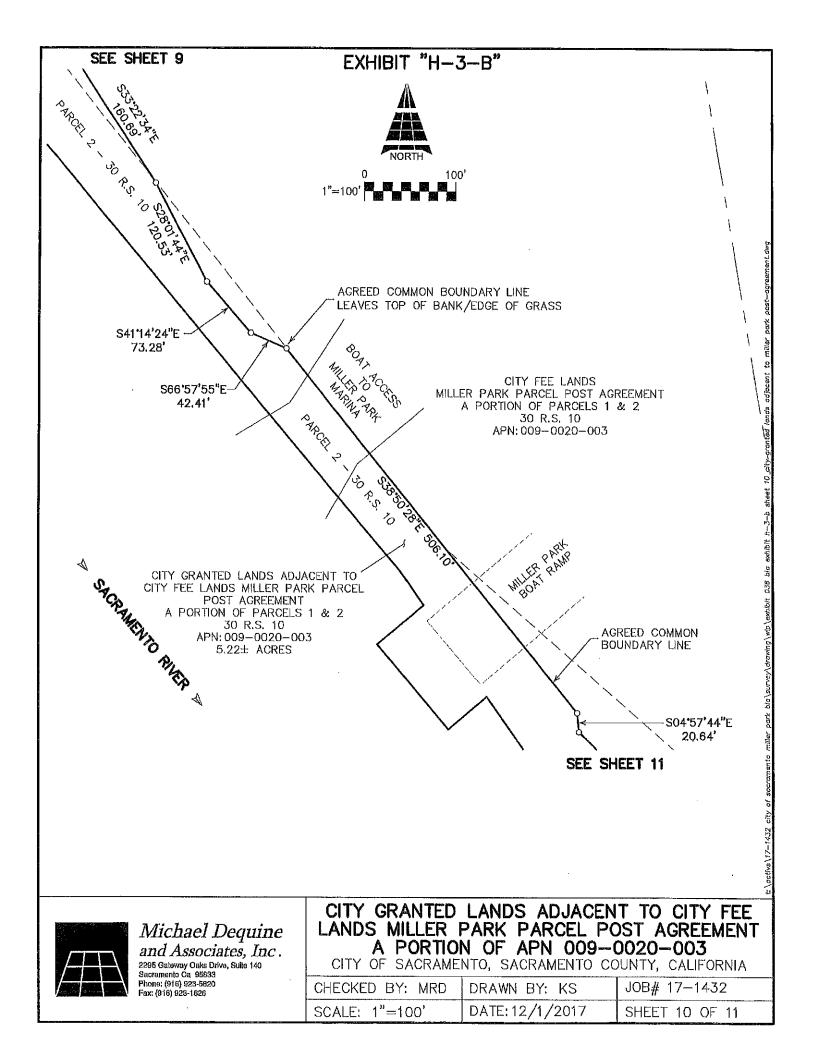


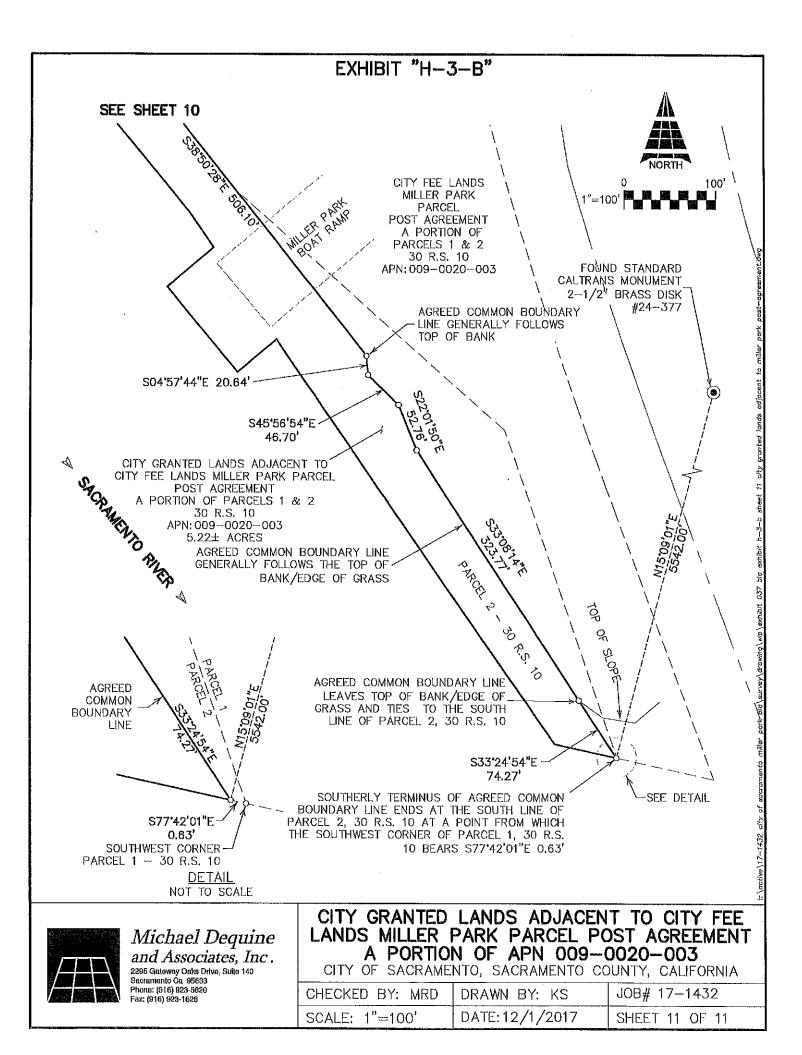












# EXHIBIT "I-1-A"

# STATE RIVER LANDS ADJACENT TO CITY FEE LANDS NORTH PARCEL POST AGREEMENT

# LEGAL DESCRIPTION

.

.

December 6, 2017

#### Exhibit I-1-A State River Lands adjacent to City Fee Lands North Parcel – Post-Agreement Page 1 of 2

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed to the City of Sacramento recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, (hereinafter referred to as City of Sacramento Parcel) and the Point of Beginning of the herein described tract of land, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549. Official Records of Sacramento County, California;

Thence from said point of beginning South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 32.35 feet to the southerly line of said Pacific Gas and Electric Company Parcel, said point also being on the line common with said City of Sacramento Parcel;

Thence continuing South 39°03'18" West 17.33 feet to the southerly line of said City of Sacramento Parcel;

Thence westerly along the westerly projection of the southerly line of said parcel to the center of the Sacramento River; thence northerly along the centerline of the Sacramento River to the southerly line of said Highway 50 right of way line;

Thence easterly along said right of way line to the northeast corner of said City of Sacramento Parcel, said point being also a point on the westerly line of said Parcel No. 4 hereinabove mentioned;

Thence along the easterly line of said City of Sacramento Parcel and the westerly line of said Parcel 4, along the arc of a 1005.37 foot radius curve to the left, from a radial bearing North 63°11'09" West, through a central angle of 2°58'58", for an arc length of 52.34 feet (Chord: South 25°19'22" West 52.33 feet);

#### Exhibit I-1-A State River Lands adjacent to City Fee Lands North Parcel – Post-Agreement Page 2 of 2

Thence along the arc of a 1,196.28 foot radius compound curve to the left, through a central angle of 0°35′09", for an arc length of 12.23 feet (Chord South 23°32'18" West 12.23 feet) to the Point of Beginning.

**Excepting therefrom** any portion thereof lying within Parcel 2 as said Parcel 2 is described in that deed to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

**Reserving therefrom** to the City of Sacramento an easement for purposes of pedestrian access, erosion control, bank stabilization, vegetation removal, and landscaping over a strip of land 100 feet in width lying contiguous with and waterward (westerly) of the easterly line of the hereinabove described State River Lands Adjacent To City Fee Lands North Parcel Post Agreement as more fully described in Paragraph 2.a of this Agreement.

- END OF DESCRIPTION-

# EXHIBIT "I-1-B"

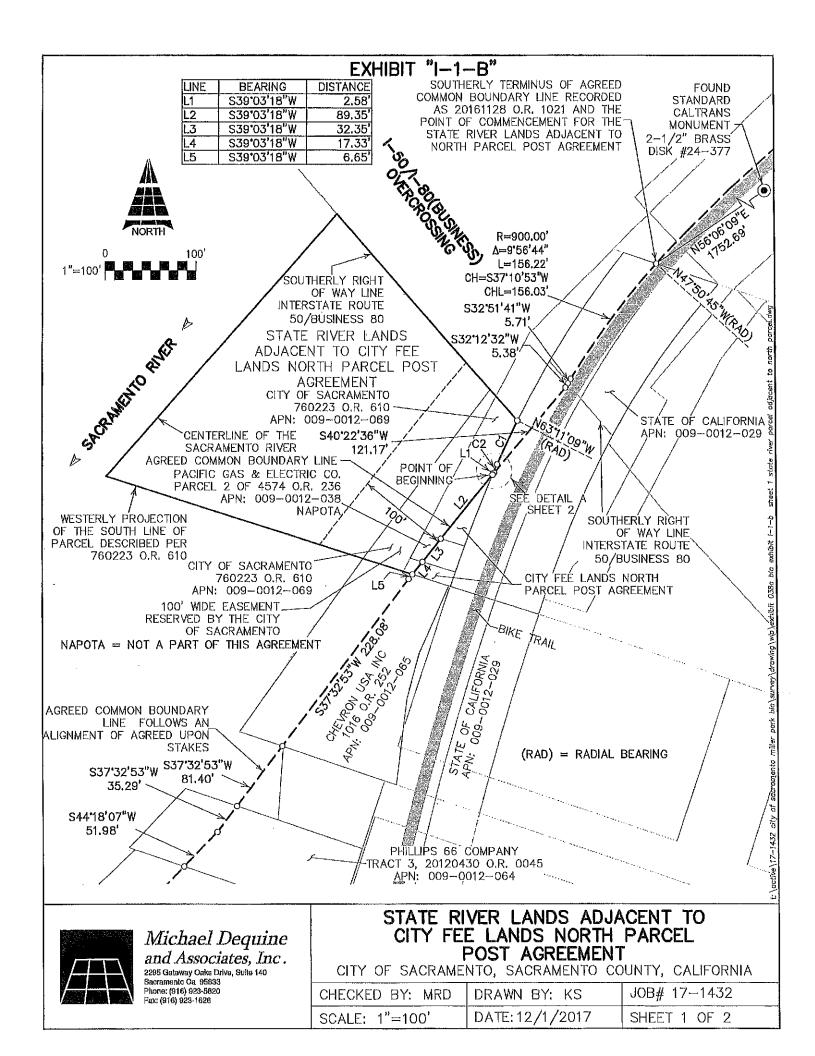
# STATE RIVER LANDS ADJACENT TO CITY FEE LANDS NORTH PARCEL POST AGREEMENT

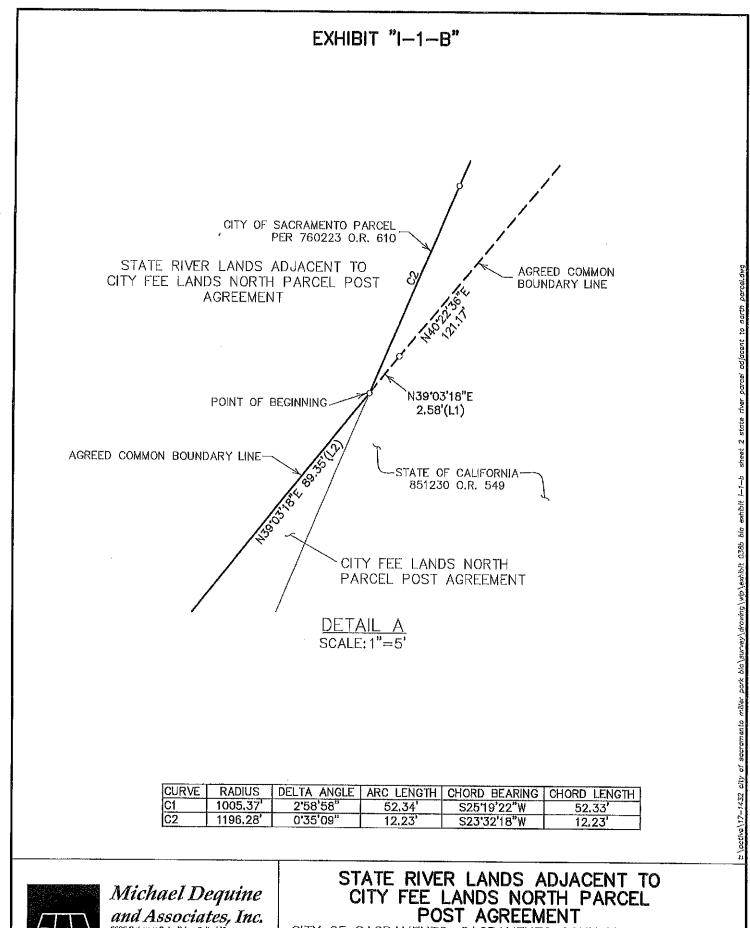
# EXHIBIT MAP

December 6, 2017

,

.





and Associates, Inc. 2295 Gateway Oaks Drive, Sulle 140 Sacramento, Ca. 95833 Phone: (916) 923-5920 Fax: (916) 923-1628

CITY OF SACRAMEN	O, SACRAMENTO COU	NTY, CALIFORNIA
CHECKED BY: MRD	DRAWN BY: KS	JOB# 17-1432
SCALE: NONE	DATE: 12/1/2017	SHEET 2 OF 2

# EXHIBIT "I-2-A"

## STATE RIVER LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

# LEGAL DESCRIPTION

December 6, 2017

.

#### Exhibit I-2-A

## State River Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Page 1 of 3

Commencing at the Southerly Terminus of that certain "Agreed Common Boundary Line" as described and shown in Exhibits "E-1" and "E-2" in that certain Boundary Line Agreement recorded in Book 20161128, at Page 1021, Official Records of Sacramento County, California, said terminal course described as "thence along an arc of a 900.00 radius curve to the left, through a central angle of 03°14'00" for 50.79 feet (Chord: South 43°46'15" West, 50.78 feet)" in said document, said Southerly Terminus being South 56°06'09" West 1752.69 feet from a Standard CALTRANS Monument, a 2-1/2" Brass Disk #24-377, as said CALTRANS Monument is shown on that certain CALTRANS Monument Map Route SAC-5 PM 23.1-23.5 Sheets No. 10, 11, & 12 of 13; thence from said point of Commencement along the arc of a 900.00 foot radius curve to the left, from a radial bearing North 47°50'45" West, through a central angle of 09°56'44", for an arc length of 156.22 feet (Chord: South 37°10'53" West 156.03 feet); thence South 32°51'41" West 5.71 feet; thence South 32°12'32" West 5.38 feet; thence South 40°22'36" West 121.17 feet; thence South 39°03'18" West 2.58 feet to a point on the easterly line of that parcel of land described in that Grant Deed to the City of Sacramento recorded in Book 760223 at Page 0610, Official Records of Sacramento County, California, said point being also a point on the westerly line of Parcel No. 4 as said parcel No. 4 is described in that grant deed from the Southern Pacific Transportation company to the State of California recorded in Book 851230 at Page 549, Official Records of Sacramento County, California:

Thence South 39°03'18" West 89.35 feet to a point on the north line of Parcel Two as said Parcel is described in that certain Grant Deed from Sacramento Northern Railway to the Pacific Gas and Electric Company recorded in Book 4574 at Page 236, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 32.35 feet to the southerly line of said Pacific Gas and Electric Company Parcel, said point also being on the line common with said City of Sacramento Parcel;

Thence continuing South 39°03'18" West 17.33 feet to the southerly line of said City of Sacramento Parcel, said point also being on the northerly line of that certain Deed to Standard Oll Company of California recorded in Book 1016, at Page 252, Official Records of Sacramento County, California;

Thence continuing South 39°03'18" West 6.65 feet;

Thence South 37°32'53" West 228.08 feet to the southerly line of said Standard Oil Company of California Parcel;

Thence continuing South 37°32'53" West 81.40 feet to the northerly line of Tract 3 of that certain Deed to Phillips 66 Company recorded in Book 20120430 at Page 0045, Official Records of Sacramento County, California;

Thence continuing South 37°32'53" West 35.29 feet;

#### Exhibit I-2-A State River Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Page 2 of 3

.

Thence South 44°18'07" West 51.98 feet to the southerly line of said Tract 3 and the northerly line of Tract 1 of said Phillips 66 Company Deed;

Thence South 44°18'07" West 247.14 feet to the southerly line of said Tract 1 and the northerly line of "Y" Street (currently Broadway) as said "Y" Street is shown on that certain Map of Brannan's Addition filed in Book 1 of Maps, Map No. 13, records of Sacramento County, California;

Thence continuing South 44°18'07" West 33.03 feet;

Thence South 49°49' 10" West 58.70 feet to the southerly line of said "Y" Street and the northerly line of Tract 2 of said Phillips 66 Company Deed;

Thence South 49°49' 10" West 54.18 feet to the Point of Beginning of the herein described parcel of land, said point being a point on the northerly line of Parcel 1 as said Parcel 1 is shown on that certain Record of Survey filed in Book 30 of Surveys at Page 10, records of Sacramento County, California, from which the northwest corner of said Parcel 1 bears North 50°07'31" West 15.57 feet,

Thence from said Point of Beginning South 49°49'10" West 26.24 feet;

Thence South 42°23'44 West 183.85 feet; Thence South 32°07'22" West 168.39 feet: Thence South 48°02'28" West 94.50 feet: Thence South 32°28'39" West 347.52 feet: Thence South 38°09'55" West 59.61 feet; Thence South 28°24'34" West 104.32 feet: Thence South 16°30'59" West 76.70 feet; Thence South 12°23'37" West 50.55 feet; Thence South 15°25'03" West 54.76 feet: Thence South 02°51'50" West 129.19 feet: Thence South 02°55'26" East 192.42 feet; Thence South 13°22'52" East 65.89 feet; Thence South 07°27'38" East 116.89 feet; Thence South 18°38'03" East 119.38 feet; Thence South 27°08'58" East 80.51 feet; Thence South 39°54'21" East 119,88 feet: Thence South 56°48'26" East 21.80 feet: Thence South 30°31'08" East 222.94 feet; Thence South 42°06'00" East 35.54 feet; Thence South 89°42'35" East 15.00 feet;

### Exhibit I-2-A State River Lands Adjacent to City Fee Lands Miller Park Parcel – Post-Agreement Page 3 of 3

Thence South  $26^{\circ}05'04''$  East 8.91 feet; Thence South  $26^{\circ}40'26''$  West 7.77 feet; Thence South  $35^{\circ}39'43''$  East 180.95 feet; Thence South  $37^{\circ}21'15''$  East 108.68 feet; Thence South  $44^{\circ}13'54''$  East 115.38 feet; Thence South  $33^{\circ}22'34''$  East 160.69 feet; Thence South  $28^{\circ}01'44''$  East 120.53 feet; Thence South  $41^{\circ}14'24''$  East 73.28 feet; Thence South  $46^{\circ}57'55''$  East 42.41 feet; Thence South  $38^{\circ}50'28''$  East 506.10 feet; Thence South  $04^{\circ}57'44$  East 20.64 feet; Thence South  $45^{\circ}56'54''$  East 46.70 feet; Thence South  $22^{\circ}01'50''$  East 52.76 feet; Thence South  $33^{\circ}08'14''$  East 323.77 feet;

Thence South 33°24'54" East 74.27 feet to a point on the south line of Parcel 2 as said parcel is shown on that Record of Survey filed in Book 30 of Record of Surveys, at Page 10, Sacramento County Records, Sacramento County, California from which the southwest corner of said Parcel 1 bears South 77°42'01" East 0.63 feet, said point being also a point from which a 2 ½" California Division of Highways brass disk designated "24-377" as shown on the California Division of Highways Monument Map, District 3, County SAC, Route 5, Post Mile 23.1 to 23.3, Sheets 10 and 11 of 13 bears North 15°09'01" East 5,542.00 feet.

Thence along the westerly projection of the southerly line of said Parcel 2 North 77°42'01" West to the centerline of the Sacramento River;

Thence northerly along the centerline of the Sacramento River to the westerly projection of the north line of Parcels 1 and 2 as shown on said Record of Survey;

Thence South 50°07'31" East, along the westerly projection of the north line of said Parcels 1 and 2 to the Point of Beginning.

**Reserving therefrom** to the City of Sacramento an easement for purposes of pedestrian access, erosion control, bank stabilization, vegetation removal, and landscaping over a strip of land 100 feet in width lying contiguous with and waterward (westerly) of the easterly line of the hereinabove described State River Lands adjacent to City Fee Lands Miller Park Post Agreement as more fully described in Paragraph 2.a of this Agreement.

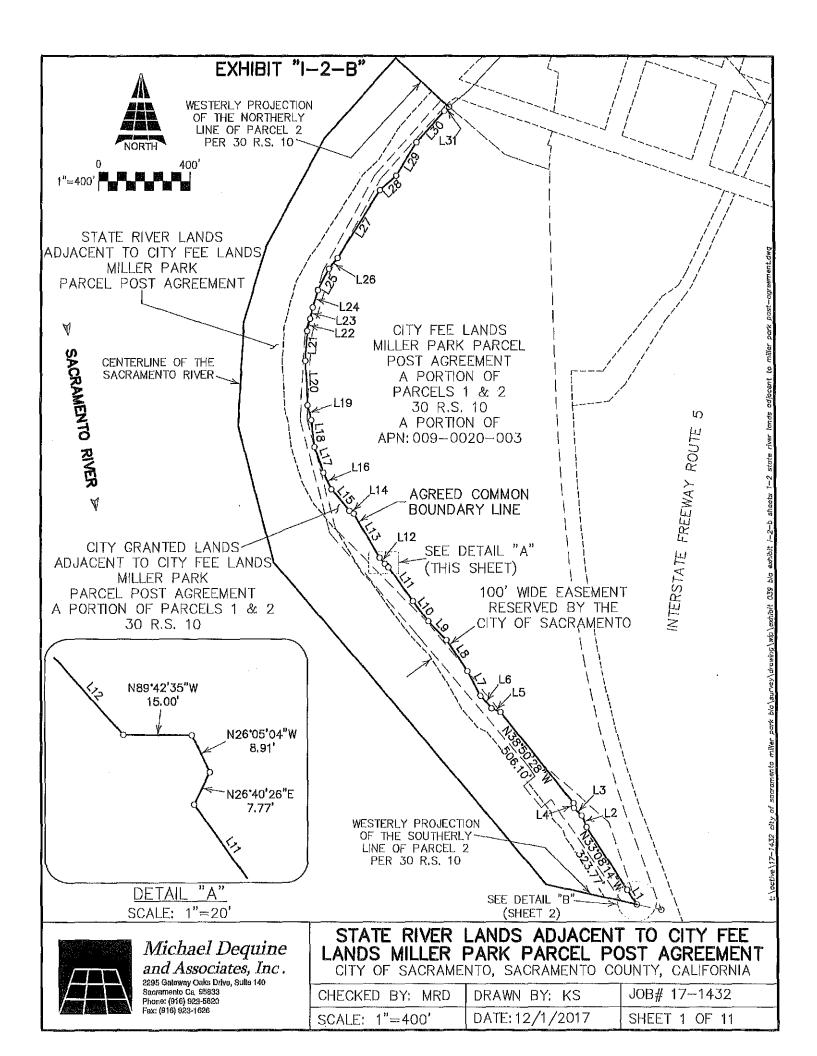
- END OF DESCRIPTION-

# EXHIBIT "I-2-B"

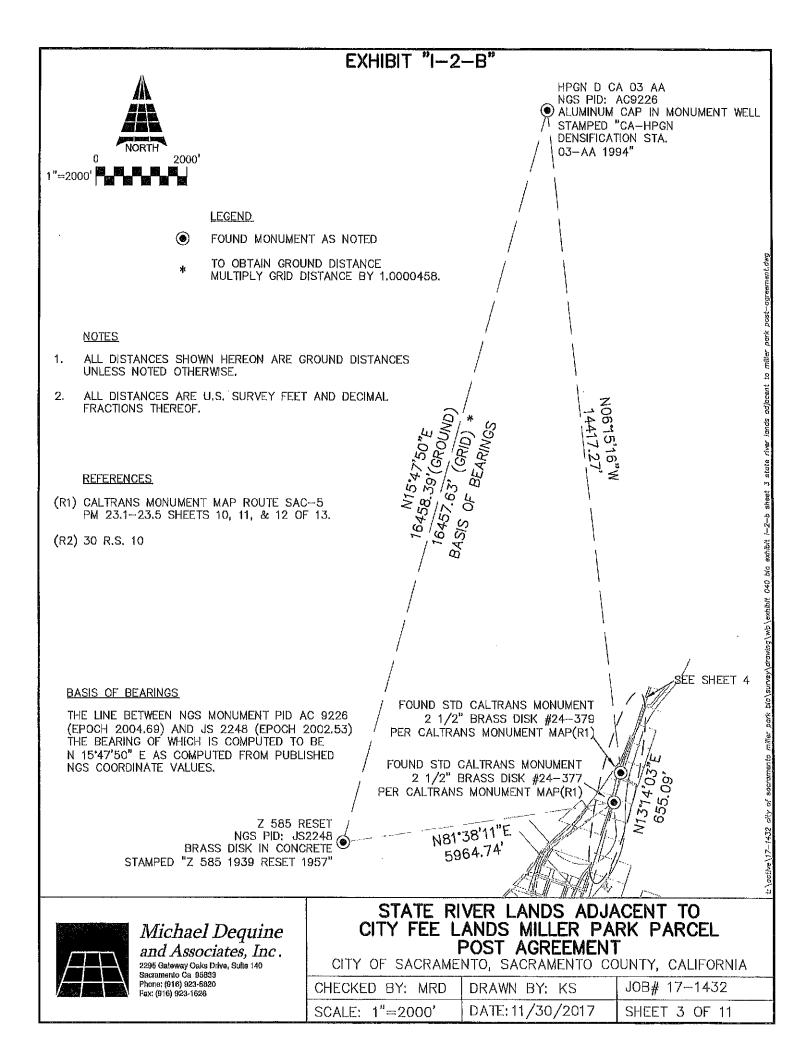
## STATE RIVER LANDS ADJACENT TO CITY FEE LANDS MILLER PARK PARCEL POST AGREEMENT

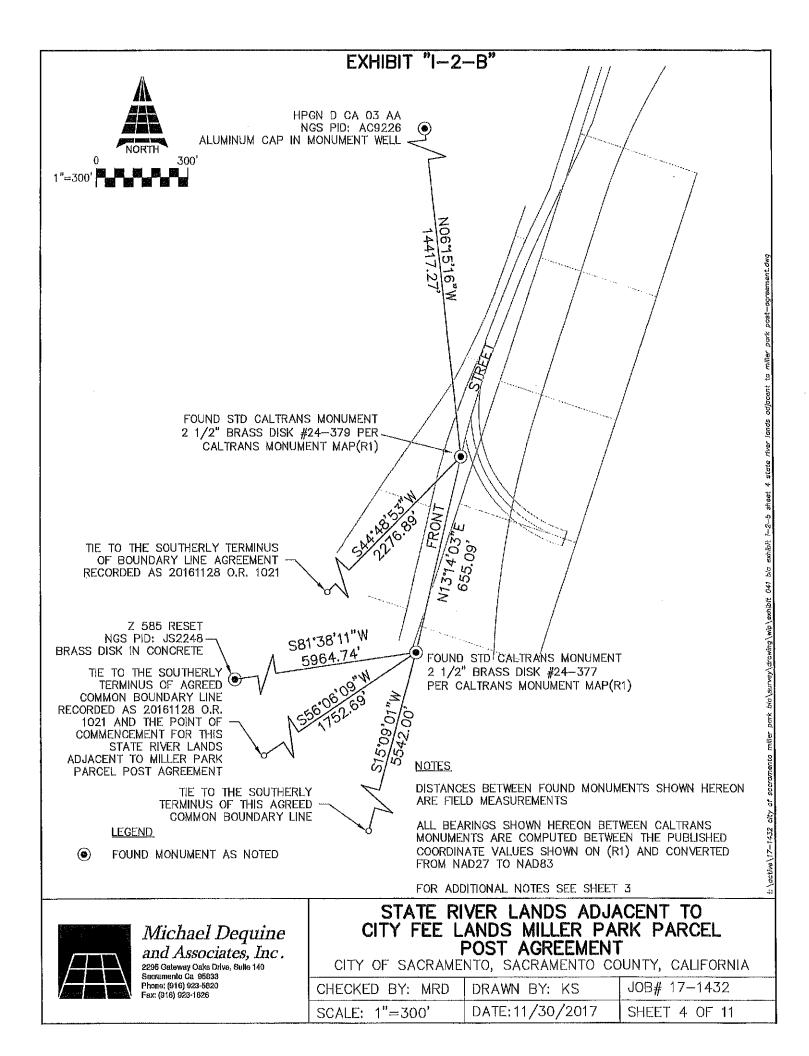
## EXHIBIT MAP

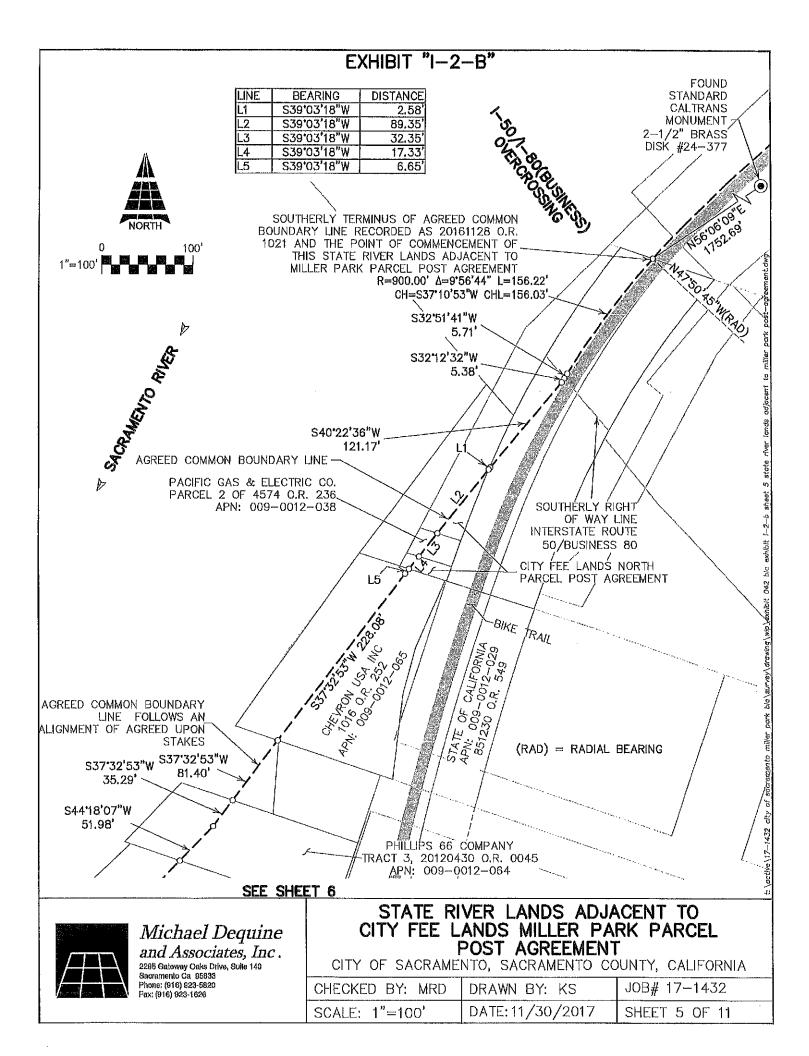
December 6, 2017

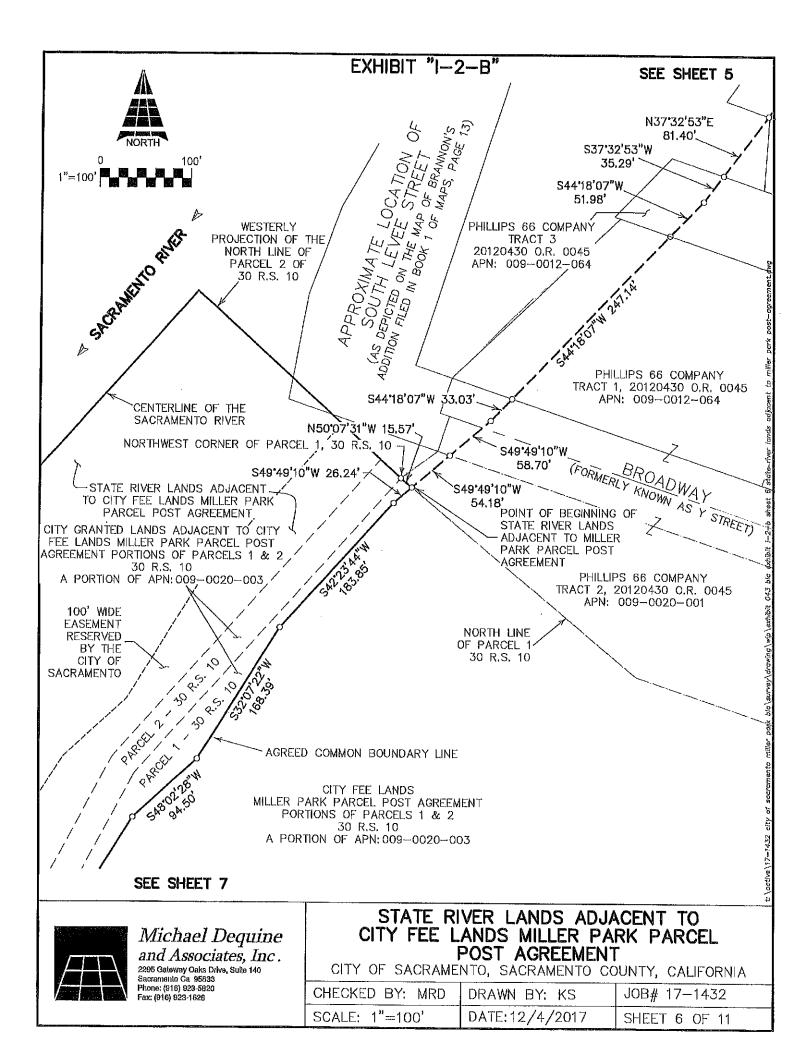


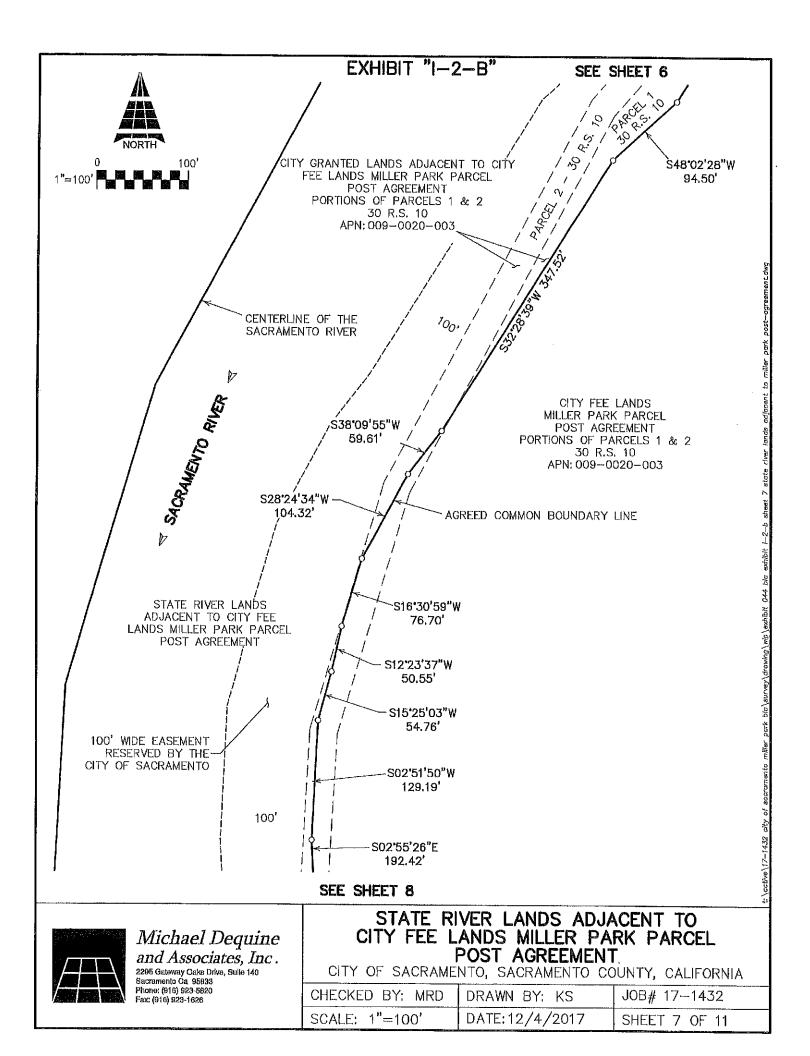
		E	exhibit "I—2				
		LINE	BEARING D	ISTANCE			
		L1	N33*24'54"W	74.27'	·		
		L2 L3	N22'01'50"W N45'56'54"W	52,76' 46.70'			
		<u>L4</u>	N04'57'44"W	20.64'			
		L5	N66*57'55"W	42.41'			
		L6 L7	N41'14'24"W N28'01'44"W	73.28' 120.53'			
		L8	N33'22'34"W	160.69'			
		L9	N44*13'54"W	115.38'	¢.		
		L10 L11	N37'21'15"W N35'39'43"W	108.68' 180.95'	sh t da		
		L12	N42'06'00"W	35.54	Gerne		
		L13	N30'31'08"W	222.94'	t-agi		
		L14 L15	N56'48'26"W N39'54'21"W	<u>21.80'</u> 119.88'	sod		
		L15	N27'08'58"W	80.51'	park		
		L17	N18'38'03"W	119.38'	ш Ш		
		L18	N07'27'38"W	116.89'	t t		
		L19 L20	N13'22'52"W N02'55'26"W	65,89' 192.42'	Jacen		
		L21	N02'51'50"E	129.19'	sb oc		
		L22	N15'25'03"E	54.76'	r lan		
		L23 L24	N12*23'37"E N16*30'59"E	50.55' 76.70'	e rive		
		L25	N28*24'34"E	104.32'	stat		
		L26	N38*09'55"E	59.61'	1-2		
		L27 L28	N32*28'39"E N48*02'28"E	347.52' 94.50'	heis		
	1	L29	N32*07'22"E	168.39'	4		
		L30	N42'23'44"E	183,85'	t /-2		
		L31	N49*49'10"E	26.24'	exhibi		
				1	park bio\survey\drowing\wip\extitit C39 bia extibit i-2-b sheets i-2 state river lands adjacent to miller park post-agreement.dwg		
			N Y	N .	t 039		
	ADDEED PAR						
	AGREED AGREED						
	B	IOUNDAR LIN			√ dro		
		LIN	ALL I	`\	a.J.ins		
			I may	Ň	0/4		
		-		N N	, back		
					aŭer 1		
				TP-A-	a to		
			S77'42'01"E -∕ 0.63'	108.16.	suor		
		SOL	JTHWEST CORNER-		vi sac		
PARCEL 1 - 30 R.S. 10 SOUTHEAST / CORNER -							
	PARCEL 1						
			NOT TO SCAL		21/		
			NOT TO SUAL	<b>I</b> ,	i ke		
		T.			t		
	Michael Dequine and Associates, Inc. 2206 Galeway Oaks Drive, Sulle 140 Sacramento Ca 95883 Phone: (916) 923-5820 Fax: (916) 923-5820 Fax: (916) 923-628		STATE R	VER LANDS ADJA	ACENT TO		
		CITY FEE LANDS MILLER PARK PARCEL					
				POST AGREEMENT	Γ		
		CIT	Y OF SACRAME	NTO, SACRAMENTO CO	UNTY, CALIFORNIA		
		CHEC	KED BY: MRD	DRAWN BY: KS	JOB# 171432		
		SCAL	E: NONE	DATE: 11/30/2017	SHEET 2 OF 11		

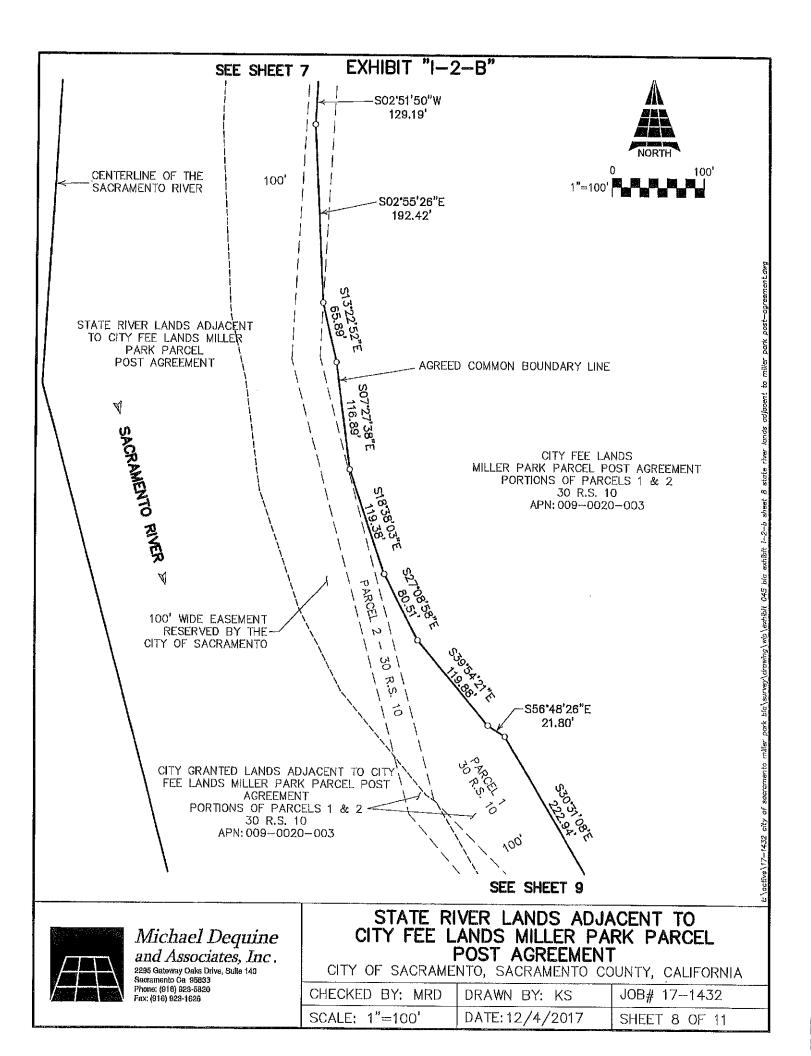


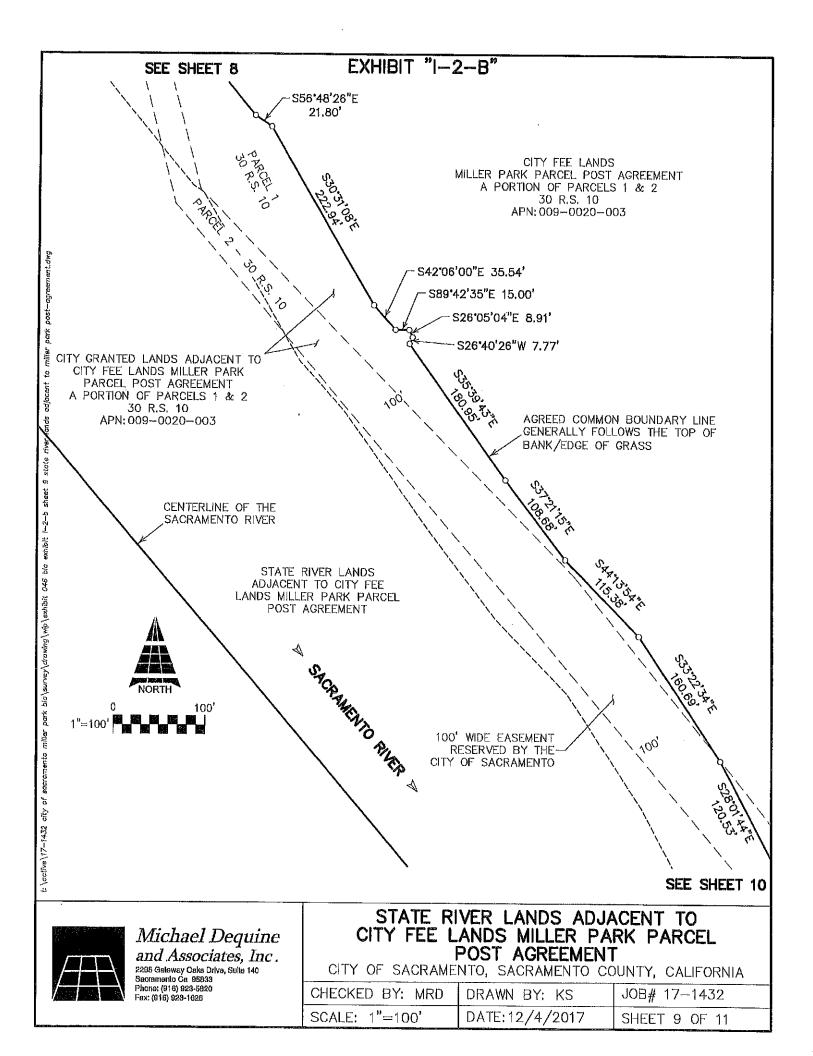


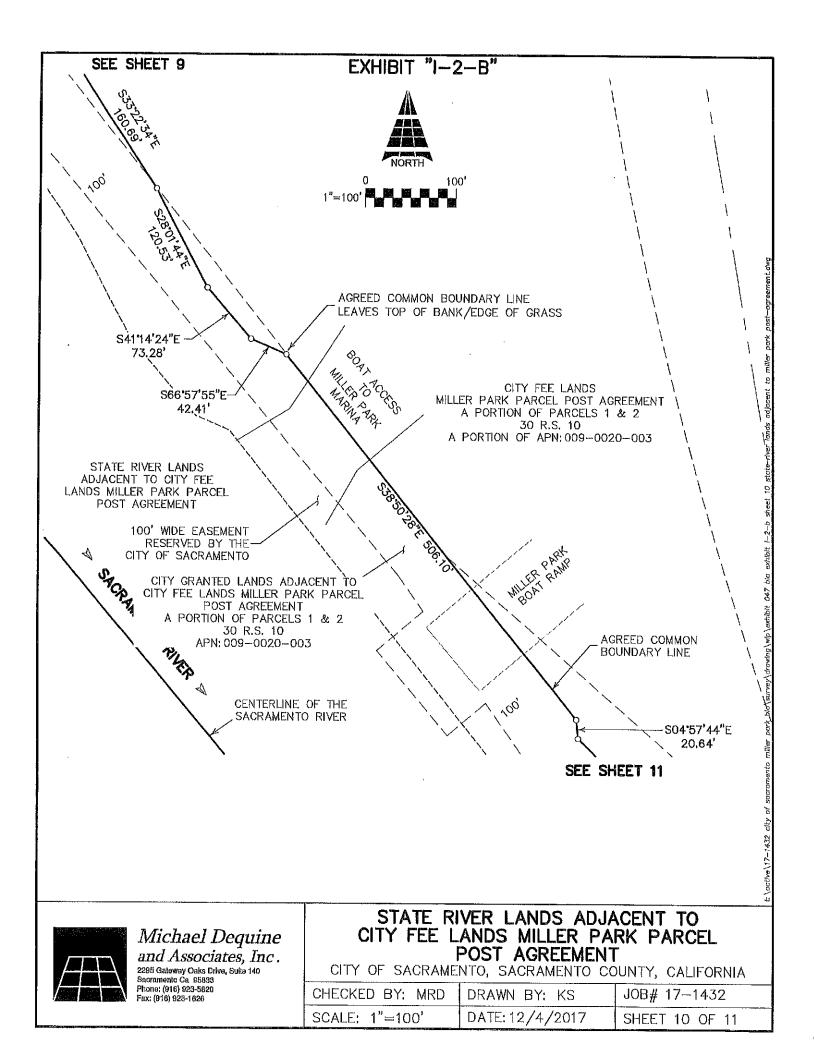












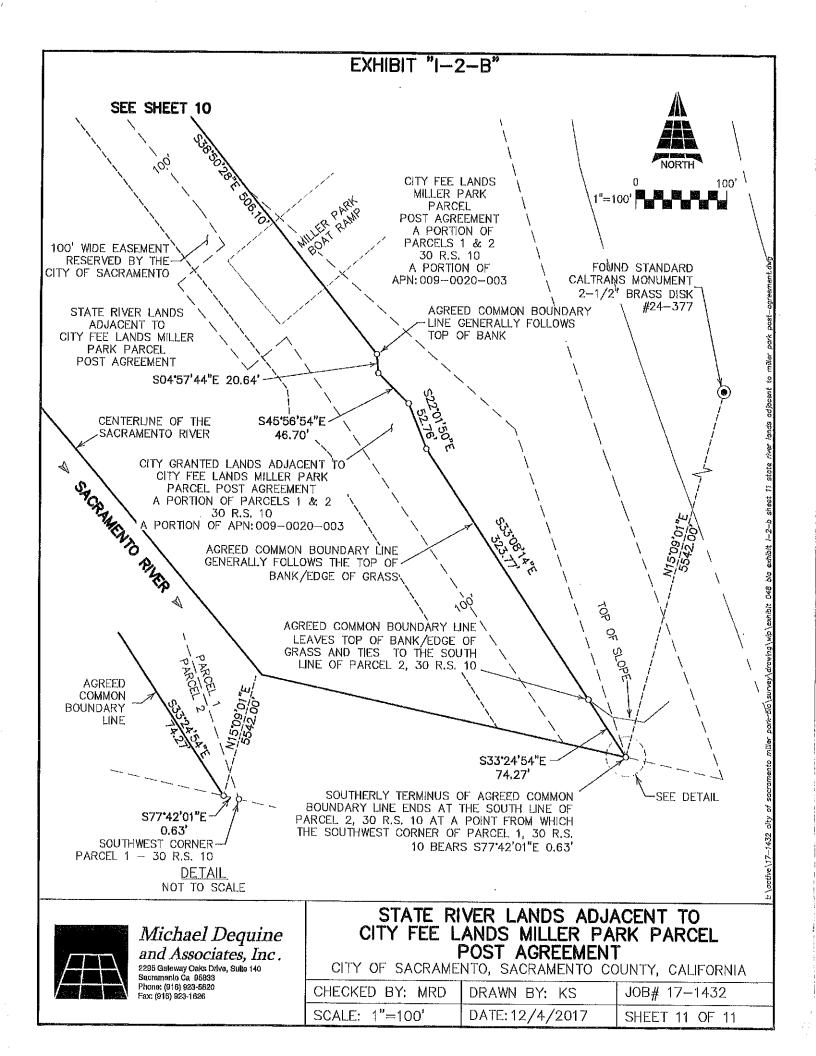


EXHIBIT J

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

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

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

NO TAX DUE

C.S.L.C. – W 26265 / AD 666

Above Space for Recorder's Use

APNs: 009-0012-069 & 009-0020-003

## 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 from City of Sacramento, a municipal corporation, all of the real property interests conveyed by it and described in that certain agreement entitled "Agreement Between The State Lands Commission And The City Of Sacramento To Establish A Common Boundary Between State Sovereign Lands And City Owned Lands At Miller Park in Sacramento, Sacramento County " dated March 19, 2018 of which a true and correct copy is attached hereto.

The State of California, acting by and through the State Lands Commission, an agency of the State of California, hereby consents to the recordation of this conveyance in the Office of the Recorder for Sacramento County.

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 by Item C 77 of its public meeting in Oakland, California on February 27, 2018 by its duly authorized undersigned officer.

STATE OF CALIFORNIA STATE LANDS COMMISSION

Dated: 5/3/2018

By: Executive Officer