

## STAFF REPORT

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12/06/19

AD 521

G 17-02

R. Boggiano

A. Kershen

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### CONSIDER AMENDING THE OCTOBER 30, 1981 EXCHANGE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, AND THE CITY OF VALLEJO

#### PARTIES:

City of Vallejo

State of California, acting by and through the California State Lands Commission  
for itself and as the Kapiloff Land Bank Trustee

#### BACKGROUND:

The City of Vallejo (City) is trustee of sovereign tide and submerged lands granted by the Legislature under Chapter 588, Statutes of 2004. The City holds these lands in trust on behalf of the people of the state and subject to its legislative granting statute and the common law Public Trust Doctrine.

In 1980, the Legislature authorized the Commission to enter into a land exchange agreement (Original Exchange Agreement) to resolve title and boundary disputes within the City's Northern Waterfront (Chapter 895, Statutes of 1980). The Original Exchange Agreement terminated the state's Public Trust interests on approximately 17 acres from two parcels (Original Trust Termination Parcels 1 and 2) and impressed the Public Trust on an approximately 54-acre parcel formerly known as Guadalcanal Village, located north of State Route 37 ([Item 19, April 7, 1981](#), and [Item 40, September 29, 1981](#)). A small portion of land (1.6 acres) located at the periphery of the original exchange was left out of the Agreement and is now orphaned as a result of recent right-of-way reconfigurations.

The lands within the area authorized for an exchange by Chapter 895 were purportedly patented into private ownership by Solano County Tideland Surveys 21 and 22. State law at that time restricted such patents only to lands that were factually tidelands. The private owner did not receive title to any submerged lands, and as later held by the California Supreme Court,<sup>1</sup> any tidelands passed into private ownership would have been subject to a Public Trust easement. Only

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<sup>1</sup> *People v. California Fish Co.* (1913) 166 Cal. 576.

## STAFF REPORT NO. 50 (CONT'D)

uplands above the ordinary high-water mark could have been privately owned without Public Trust restrictions. Nevertheless, all the lands encompassed by Tideland Surveys 21 and 22 were filled and reclaimed.

The City and Commission had a bona fide dispute about the extent of uplands, tidelands, and submerged lands within the Surveys. This dispute resulted in passage of Chapter 895 and the 1981 Original Exchange Agreement.

The City has requested an amendment to the Original Exchange Agreement to terminate the state's Public Trust interests on the orphaned 1.6-acre parcel (Additional Trust Termination Parcel) so that it can be combined with the Original Trust Termination Parcel 1. In exchange, the City will deposit into the Kapiloff Land Bank Fund an amount equal to or greater than the fair market value of the Additional Trust Termination Parcel. It is not clear today why the Additional Trust Termination Parcel was not included as part of the Original Exchange Agreement. Commission and City staff may have believed at the time that the Additional Trust Termination Parcel could serve a Public Trust use by widening the adjacent roadways for more convenient and increased access to the shore. Regardless, the extent and character of Public Trust interests in the Additional Trust Termination Parcel were not settled and remain unsettled today.

### **STAFF ANALYSIS AND RECOMMENDATION:**

The Additional Trust Termination Parcel is a 1.6-acre crescent-shaped parcel that lies between the Mare Island Causeway and Mare Island Way on one side and the Original Trust Termination Parcel 1 on the other side. The City would like to combine the orphaned Additional Trust Termination Parcel with Original Trust Termination Parcel 1 to facilitate entitlements for the City's Northern Waterfront project area.

By Chapter 895, the legislation authorizing the 1981 exchange, the Legislature made the findings necessary under the California Constitution to terminate the Public Trust: that the portion of the Vallejo waterfront (including the Additional Trust Termination Parcel) had been reclaimed in the course of a highly beneficial public program of harbor development and was a relatively small parcel of the total acreage granted to Vallejo. The Legislature authorized the Commission to exchange these lands if it found that the lands had been filled and were no longer useful for commerce, navigation, or fisheries, for lands of equal or greater value to be impressed with the Public Trust, and to terminate the trust on the lands exchanged. The Commission must make the same findings to amend the Original Exchange Agreement.

The Additional Trust Termination Parcel is further inland than Original Trust Termination Parcel 1. It is and has been filled land and not subject to the tides

STAFF REPORT NO. **50** (CONT'D)

since at least the time of the Original Exchange Agreement. Because of its small irregular size, remoteness from the water, and adjacency to major avenues, the Additional Trust Termination Parcel can no longer be used for commerce, navigation, or fisheries and is relatively useless for trust purposes. Staff concludes that the character of the land has not changed since 1981 and the findings from the Original Exchange Agreement are still true today.

A land exchange typically involves lands or interests in lands, such as access easements, of equal or greater monetary value to be received by the state in exchange for trust termination lands. The Commission, however, acting as the Trustee of the Kapiloff Land Bank Fund, may accept monetary deposits into the Kapiloff Land Bank Fund for acquisition of property instead of taking land in the exchange. The Kapiloff Land Bank Fund was established in 1982 to facilitate title settlements and to acquire lands to be used for Public Trust purposes. Funds are deposited into the Land Bank Fund when received in exchanges to settle title issues. These funds are pooled or consolidated and are used to acquire other lands of greater benefit to the Public Trust.

The Parties have conducted independent studies and valuations of their respective factual and legal positions relating to the disputed title and boundary claims. Appraisals and property interest evaluation studies reviewed by Commission staff have shown that the monetary value of the Additional Trust Termination Parcel is \$160,000. Staff believes this is representative of the fair market value of the property. The Amendment to Exchange Agreement stipulates that the City will deposit \$160,000 into the Kapiloff Land Bank Fund. The funds must be used to purchase interests in a Land Bank Fund parcel necessary or beneficial to further Public Trust purposes. Staff believes the action is in the best interests of the State and recommends amending the Original Exchange Agreement to terminate the Pubic Trust on the Additional Trust Termination Parcel.

**OTHER PERTINENT INFORMATION:**

1. Approval or denial of the amendment to the Original Exchange Agreement is a discretionary action by the Commission. The Commission's authority to approve or reject the amendment was legislatively delegated by Chapter 895, Statutes of 1980.
2. This action is consistent with Strategy 1.2 of the Commission's Strategic Plan to provide that the current and future management of ungranted sovereign land and resources and granted lands, including through strategic partnerships with trustee ports and harbor districts are consistent with evolving Public Trust principles and values, particularly amid

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challenges relating to climate change, sea-level rise, public access, and complex land use planning and marine freight transportation systems.

3. On November 19, 2019, the Vallejo City Council authorized the City Manager to execute the Amendment to Exchange Agreement with the California State Lands Commission.
4. **Amendment of Agreement:** Staff recommends that the Commission find that authorization to amend the Original Exchange Agreement to resolve title and boundary problems within the City's Northern Waterfront is exempt from the requirements of the California Environmental Quality Act (CEQA) as a statutorily exempt project. The project is exempt because it involves the settlement of a title and boundary dispute as described in the Background section.

Authority: Public Resources Code section 21080.11.

5. **Acceptance of Deposit:** Staff recommends that the Commission find that the Commission's acceptance of funds as trustee of the Kapiloff Land Bank Fund is exempt from the requirements of CEQA as a statutorily exempt project. The project is exempt because it involves an action taken pursuant to the Kapiloff Land Bank Act, Public Resources Code section 8600 et seq.

Authority: Public Resources Code section 8631.

**EXHIBITS:**

- A. Location and Site Map
- B. Land Description and Plat
- C. Draft Amendment to Exchange Agreement

**RECOMMENDED ACTION:**

It is recommended that the Commission:

**CEQA FINDING:**

**Amendment of Agreement:** Find that the amendment to the Original Exchange Agreement to resolve title and boundary problems within the City's Northern Waterfront is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a statutorily exempt project pursuant to Public Resources Code section 21080.11, settlement of title and boundary disputes, because the lands at issue are the subject of a bona fide title dispute and that the Amendment

STAFF REPORT NO. **50** (CONT'D)

is in lieu of the costs, delay, and uncertainties of title and boundary litigation.

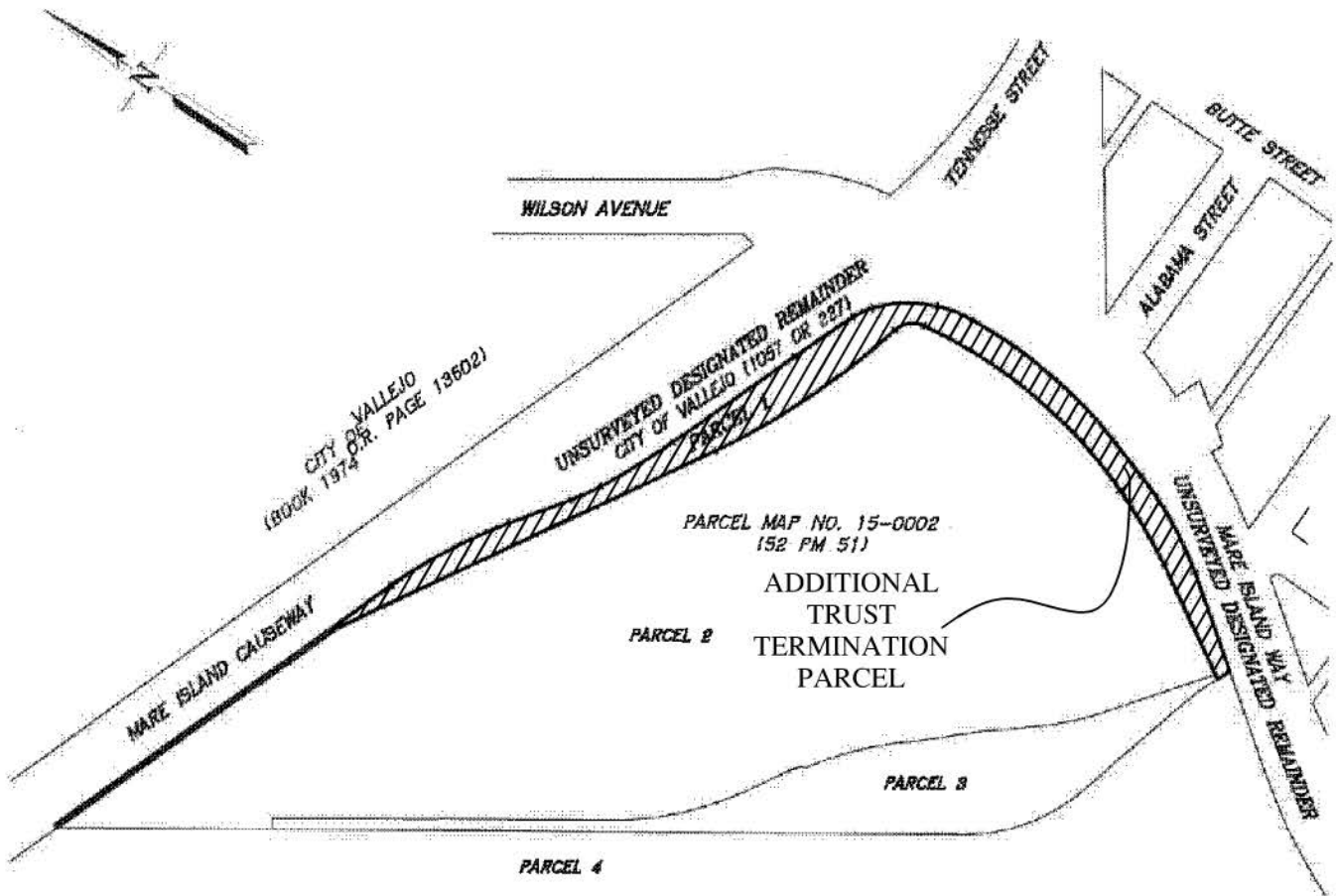
**Acceptance of Deposit:** Find that the acceptance and deposit of \$160,000 into the Kapiloff Land Bank Fund is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a statutorily exempt project pursuant to Public Resources Code section 8631.

**AUTHORIZATION:**

1. Find that the Additional Trust Termination Parcel has been filled and can no longer be used for commerce, navigation, or fisheries.
2. Find that \$160,000 is equal to or greater than the value of the Additional Trust Termination Parcel.
3. Authorize and direct Commission staff and staff of the Office of the Attorney General to take all necessary or appropriate action on behalf of the Commission, including the execution, acknowledgment, acceptance, and recordation of all documents necessary to carry out the Amendment to the Exchange Agreement with the California State Lands Commission dated October 30, 1981, in substantially the form as set forth in the attached Exhibit C; and to appear on behalf of the Commission in any legal proceedings relating to the subject matter of the Agreement.
4. As Trustee of the Kapiloff Land Bank Fund, authorize the acceptance and deposit of \$160,000 into the Kapiloff Land Bank Fund to be used for the purchase of interests in a Land Bank Fund parcel pursuant to Public Resources Code sections 8613, subdivision (a) and 8625, subdivision (a).

NO SCALE

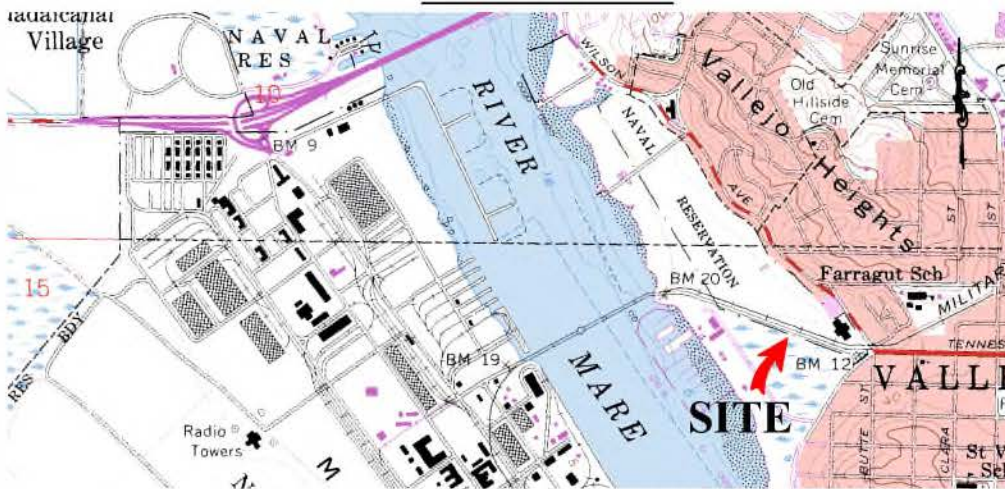
## SITE



SUBJECT PROPERTY - VALLEJO, MARE ISLAND STRAIT-NAPA RIVER

NO SCALE

## LOCATION



MAP SOURCE: USGS QUAD

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

## **Exhibit A**

G 17-02

TRUST TERMINATION  
CITY OF VALLEJO  
SOLANO COUNTY



MJF 10/23/19

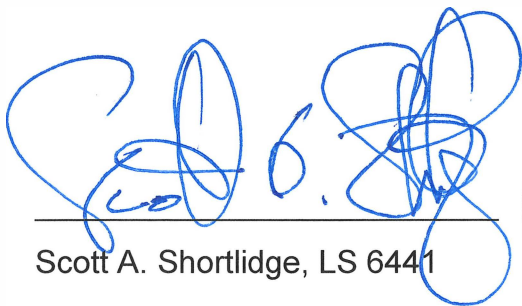
**EXHIBIT "B"**  
**ADDITIONAL TRUST TERMINATION PARCEL**  
**("PARCEL 1")**

**LAND DESCRIPTION**

**Real property** situate in the City of Vallejo, County of Solano, State of California, and being all of Parcel 1 as shown on Amending Parcel Map of Parcel Map No. 15-0002, Northern Waterfront Parcel Map, recorded on October 26, 2018 and filed in Book 52 of Parcel Maps at pages 51-53 of the Official Records of Solano County.

**End of Description**

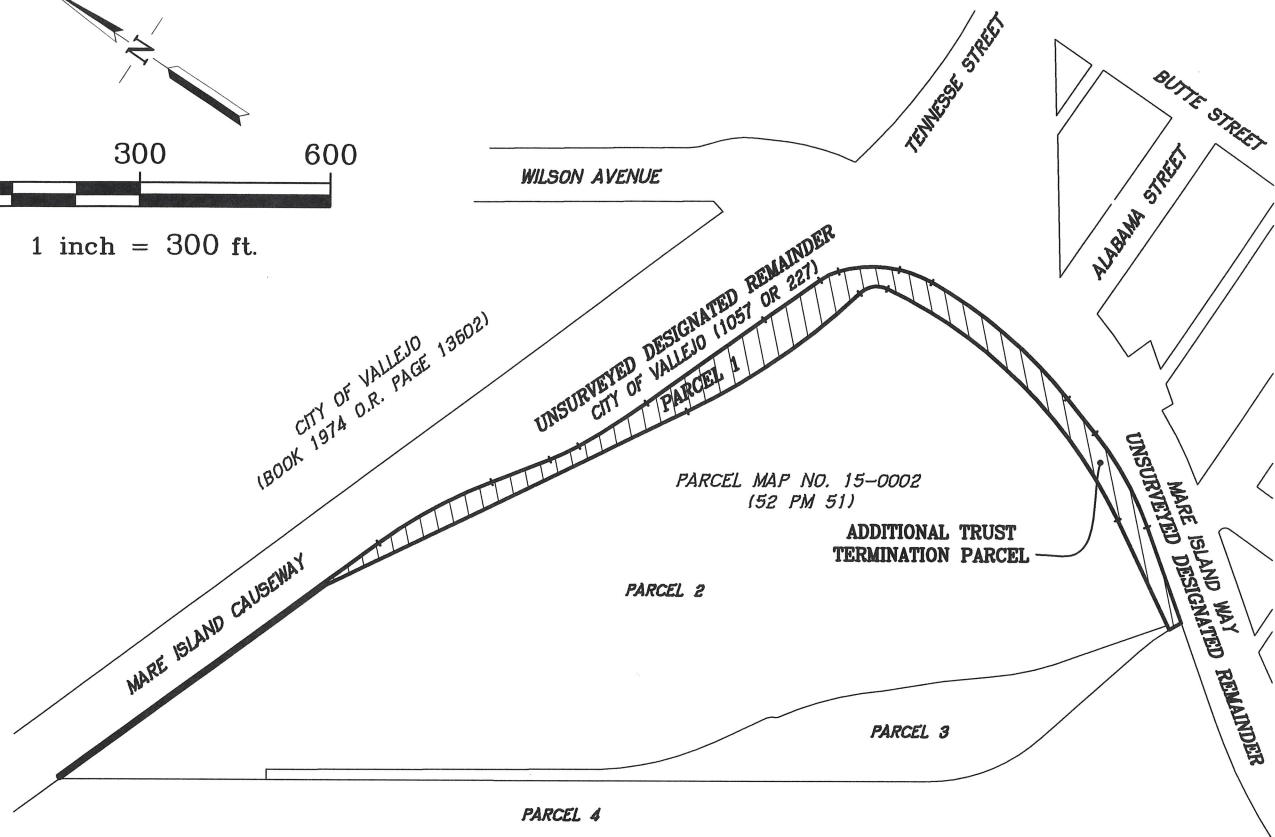
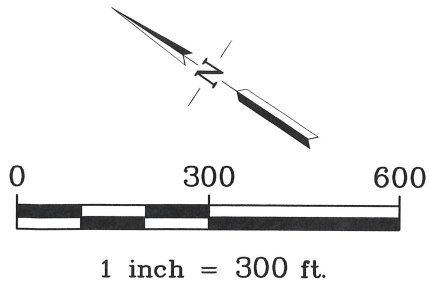
Prepared By:

  
\_\_\_\_\_  
Scott A. Shortlidge, LS 6441



10-29-2019  
Date





SCOTT A. SHORTLIDGE, L.S. 6441

DATE

EXHIBIT B  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
FOR  
PARCEL 1,  
AMENDING PARCEL MAP (52 M 51)  
CITY OF VALLEJO, SOLANO COUNTY, CALIFORNIA

**RJA**  
**RUGGERI-JENSEN-AZAR**  
ENGINEERS • PLANNERS • SURVEYORS  
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588  
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:  
1" = 300'

DATE:  
10-29-2019

JOB NO.:  
131031



## EXHIBIT C

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

WHEN RECORDED mail to:  
Andrew Kershen  
Staff Counsel  
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

APNs:  
SLC File No: AD 521/G 17-02

Above Space for Recorder's Use

Amendment to Exchange Agreement Between the State  
Lands Commission and the City of Vallejo dated October 30, 1981

### **Instructions to the Solano County Recorder**

This document includes conveyances between the parties to this agreement as described in Paragraphs 2.b and 2.c. Please index this document as follows with the conveyances in the order shown:

<b><u>Grantor</u></b>	<b><u>Grantee</u></b>	<b><u>Agreement Exhibit in which Real Property is Described</u></b>
City of Vallejo, as trustee pursuant to Chapter 588 of the Statutes of 2004	State of California, acting by and through the State Lands Commission	Exhibit A
State of California, acting by and through the State Lands Commission	City of Vallejo, a municipal corporation organized and existing by the laws of the State of California	Exhibit A

This Amendment to the Exchange Agreement (**Amendment Agreement**) is entered into between the State of California, acting by and through the California State Lands Commission (**State**), the California State Lands Commission, acting as Kapiloff Land Bank Trustee (**Trustee**), and the City of Vallejo (**City**), a municipal corporation organized and existing by the laws of the State of California and trustee pursuant to Chapter 588 of the Statutes of 2004, regarding real property located in Vallejo, California, for the purposes of further resolving title and boundary issues and furthering other public trust purposes along a portion of the City's waterfront. The State and the City are each a "**Party**" and together are referred to as the "**Parties**".

## RECITALS

The parcel of land that is the subject of this Amendment Agreement (**Additional Trust Termination Parcel**) is depicted, for general reference only, and more particularly described in Exhibit A, which is incorporated into this Amendment Agreement by this first reference as though fully set forth herein.

In 1980, the California Legislature by Chapter 895 of the Statutes of 1980 (**Authorizing Legislation**) authorized the City and the State to enter into a land exchange. The exchange could free certain lands including the Additional Trust Termination Parcel from the public trust for commerce, navigation, and fisheries (**Public Trust**) and the terms, trusts, and restrictions imposed by Chapter 310 of the Statutes of 1913, as subsequently amended by Chapter 588, Statutes of 2004 (**statutory trust**).

Pursuant to the Authorizing Legislation, the City and the State entered into the Exchange Agreement dated October 30, 1981, which was confirmed by a quiet title judgment in the Solano County Superior Court dated December 22, 1981, and recorded in the Official Records of Solano County on the same date in Book 1981, page 92116. Thereafter the Exchange Agreement was recorded in the Official Records of Solano County on February 22, 1982, in Book 1982, page 10619 (**Original Exchange Agreement**). The purpose of the Original Exchange Agreement was to resolve title and boundary problems within the area described by the Authorizing Legislation. The Original Exchange Agreement did so by lifting the Public Trust from two parcels on the Vallejo Waterfront (**Original Trust Termination Parcels 1 and 2**) and impressing the Public Trust on a parcel of land determined to be of equal or greater value, all as more fully described in the Original Exchange Agreement.

The Additional Trust Termination Parcel is an approximately 1.6-acre crescent-shaped parcel remote from the waterfront. The Parcel is landward of and immediately adjacent to Original Trust Termination Parcel 1, which is no longer subject to the Public Trust. The Parcel is also within the area described by the Authorizing Legislation and subject to the same title and boundary problems. Because of its small irregular size, remoteness from the water, and adjacency to major avenues, the Additional Trust Termination Parcel can no longer be used for commerce, navigation, or fisheries.

The City and the State now wish to amend the Original Exchange Agreement to free the Additional Trust Termination Parcel from the Public Trust and statutory trust so

that it can be combined with Original Trust Termination Parcel 1. In exchange, the City will pay to the Trustee an amount equal to or greater than the fair market value of the Additional Trust Termination Parcel, these funds to be held and used exclusively for the purchase of interests in a Land Bank Fund parcel pursuant to Public Resources Code, sections 8613 and 8625.

## **AGREEMENT**

In consideration of the foregoing recitals, the terms and conditions of the Original Exchange Agreement, and the following conveyances and terms, the Parties hereby agree as follows:

1. **State Lands Commission Findings:** Pursuant to the Authorizing Legislation and by the State's approval and authorization of Staff Report No. [Staff Report Item No.] at its meeting of [MONTH DAY, YEAR], the State finds and declares the following:
  - a. The Additional Trust Termination Parcel has been filled and can no longer be used for commerce, navigation, or fisheries. This is true today and was true at the time of the Original Exchange Agreement.
  - b. The funds to be deposited into the Kapiloff Land Bank Fund by the City are equal to or greater than the appraised fair market value of the Additional Trust Termination Parcel.
2. **Property Interest Exchange and Conveyances**
  - a. **City Deposit Into Kapiloff Land Bank Fund:** The City shall deposit \$160,000, payable to the Trustee, which sum is equal to or greater than the appraised fair market value of the Additional Trust Termination Parcel, which must be used exclusively to purchase interests in land necessary or beneficial for furtherance of Public Trust purposes.
  - b. **Quitclaim by City to State:** The City, as trustee under Chapter 588 of the Statutes of 2004, hereby remises, releases, and quitclaims all of its right, title, and interest to the State in the Additional Trust Termination Parcel.
  - c. **Quitclaim by State to City:** The State hereby remises, releases, and quitclaims all of its right, title, and interest by virtue of its sovereignty to City, a municipal corporation organized and existing by the laws of the State of California, in the Additional Trust Termination Parcel. It is the intent of the State that the Additional Trust Termination Parcel shall be freed from the Public Trust and any statutory trust affecting the parcel. The State specifically reserves from this conveyance, pursuant to Chapter 588 of the Statutes of 2004 and Public Resources Code 6307:

all rights to any remains or artifacts of archaeological or historical significance and to all minerals and mineral rights in the lands now known to exist or hereafter discovered and the perpetual right to explore for, remove, and dispose of those minerals; *provided that* in connection with any mineral reservation, removal, or disposal activity, the State shall not (1) enter upon, use, or damage the surface of the lands or interfere with the use of the surface; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred feet below the surface of the lands without permission of any grantee of the lands or the grantee's successors or assignees.

3. **Acceptance of Conveyances and Consent to Recording:** By execution of this Amendment Agreement, the City authorizes the conveyance of the Additional Trust Termination Parcel to the State, and the State, pursuant to its Acceptance and Consent to Recording (as required by Government Code section 27281) attached hereto as **Exhibit B**, accepts the conveyance of the Parcel and, until it is conveyed back to the City free of the Public Trust pursuant to this Amendment Agreement, shall hold it subject to the Public Trust. The City further agrees by execution of this Amendment Agreement and its Acceptance and Consent to Recording, attached hereto as **Exhibit C**, to accept the reconveyance by the State of the Parcel free of the Public Trust and statutory trust as provided in this Amendment Agreement. Further, the Parties consent to the recordation of this Amendment Agreement and the conveyances in it by their execution below, subject to Paragraph 4, Escrow and Closing.
4. **Escrow and Closing:** The City shall open escrow with First American Title Company (**Escrow Agent**). The Parties shall submit mutually agreeable escrow instructions to the Escrow Agent.
  - a. The City shall deposit
    1. A certified copy of an official action of the City approving this Amendment Agreement, authorizing its execution, and authorizing delivery of the Agreement and Kapiloff Land Bank Fund deposit to the Escrow Agent.;
    2. \$160,000 (**Kapiloff Funds**) in cash or immediately available funds;
    3. A Certificate of Acceptance and Consent to Recording in substantially the form of Exhibit C, unless already executed and attached to this Amendment Agreement.
  - b. The State shall deposit

1. A certified copy of Staff Report [REDACTED] of the State's public hearing on [REDACTED], approving this Amendment Agreement and authorizing its execution and delivery to the Escrow Agent;
  2. This Amendment Agreement, duly and property executed by all signatories;
  3. A Certificate of Acceptance and Consent to Recording in substantially the form of Exhibit B, unless already executed and attached to this Amendment Agreement.
- c. The Escrow Agent, upon receipt of all funds and documents, shall notify the Parties of its intention to close escrow and to record this Amendment Agreement and to transfer the Kapiloff Funds to the State, in the manner specified in the escrow instructions.
5. **Impacts of Sea Level Rise:** Should lands freed of the Public Trust become inundated from waters of San Pablo Bay or Mare Island Strait or subject to the ebb and flow of the tide below the elevation of mean high water (**Inundation**), the lands for so long as such conditions exist will be subject to an easement in favor of the Public Trust; provided that the Public Trust Easement shall not attach until Inundation has existed continuously for five years. Nothing in this Amendment Agreement obligates the State to protect or cause to be protected any privately held uplands. This Paragraph is not intended to limit (a) rights a Party may have to take action to preserve the boundaries established by this Agreement, or (b) the rights of the public to navigate, fish, or otherwise use navigable waters on Inundated lands, including but not limited to rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel. Baker v. Mack* (1971) 19 Cal.App.3d 1040.
  6. **Further Assurances:** So long as authorized by applicable laws, the Parties will perform such other acts and execute, acknowledge, and deliver all further conveyances and other instruments as may be necessary to more fully assure to the other Parties all of the respective properties, rights, titles, interest, estates, remedies, powers, and privileges to be conveyed or provided for by this Amendment Agreement.
  7. **Recordation:** This Amendment Agreement shall be recorded in the Office of the Recorder for Solano County, subject to Paragraph 4, Escrow and Closing.
  8. **Allocation of Costs and Expenses:** Each Party shall be responsible for its own costs and expenses incurred in the preparation and execution of this Amendment Agreement except as otherwise agreed to in writing by the Parties. The City agrees to bear all costs and expenses incurred by the Parties in conjunction with escrow, closing, and recordation.

9. **Indemnification and Defense of Claims:** The City shall indemnify, defend, and hold harmless the State, its officers, agencies, commissions, and employees from and against any and all claims, liability, losses, attorneys' fees, costs and expenses including, without limitation, third party claims and claims by governmental agencies (other than the State) that may arise from this Amendment Agreement or the lands involved in this Amendment Agreement.

The Parties agree to use reasonable efforts to defend this Amendment Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, the City shall reimburse the State for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys' fees incurred by the State, and including but not limited to any award of attorneys' fees made by a court of competent jurisdiction against the State, on such reasonable terms and conditions as the Parties may establish by separate agreement.

10. **No Effect on Other Covenants of Original Exchange Agreement:** Except as stated herein, the provisions of this Amendment Agreement do not constitute nor are they to be construed as an amendment of any other covenant of the Original Exchange Agreement. In the event of any inconsistency between the terms of this Amendment Agreement and those of the Original Exchange Agreement, the terms of the Amendment Agreement shall prevail.
11. **No Admission or Effect if Agreement Not Made Effective:** In the event this Amendment Agreement does not become effective for any reason, 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 in the lands covered by this Amendment Agreement or the Original Exchange Agreement.
12. **Agreement Binding on Heirs, Assigns, Etc.:** All the terms, provisions, and conditions herein shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.
13. **Counterparts:** This Amendment Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original agreement.
14. **Effective Date:** This Amendment Agreement shall become effective and binding on the parties upon its execution by each of the Parties, the Governor



of the State of California, and its recordation in the Office of the Recorder, County of Solano.

15. **Headings:** The title headings of the sections of this Amendment Agreement are inserted for convenience only and shall not be deemed to be part of this Amendment Agreement or considered in construing it.
16. **Notarization:** All signatures of the Parties to this Amendment Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment shall be attached to the respective document to allow them to be recorded in the Office of the Recorder, County of Solano, California.
17. **Modification:** No modification, amendment, or alteration of this Amendment Agreement shall be valid unless in writing and signed by all Parties.
18. **Correction of Technical Errors:** If by reason of inadvertence and contrary to the intention of the Parties, errors are made in this Amendment Agreement or its exhibits, the Parties by mutual agreement may correct such error by memorandum reflecting the true intent of the Parties. The Executive Officer of the Commission and the [City Manager?] of the City may approve and execute a Memorandum of Correction without the necessity of amendment of this Amendment Agreement. Such a Memorandum shall be recorded in the Office of the Recorder, County of Solano.
19. **Termination of Agreement:** If this Amendment Agreement is not recorded in the Office of the Recorder, County of Solano, California, within six months of its execution by the Governor of the State of California, then it shall terminate and be of no effect.

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

**STATE OF CALIFORNIA  
STATE LANDSCOMMISSION**

Dated:

By: \_\_\_\_\_  
JENNIFER LUCCHESI  
Executive Officer

Approved as to form:

Xavier Becerra  
Attorney General  
State of California

Dated:

By: \_\_\_\_\_  
ANDREW VOGEL  
Deputy Attorney General

[Signatures Continued on Next Page]

**CITY OF VALLEJO**

Dated:

By: \_\_\_\_\_  
[NAME]  
[Title]

Approved as to form:

Dated:

By: \_\_\_\_\_  
[NAME]  
City Attorney

[Signatures Continued on Next Page]

IN APPROVAL WHEREOF, I, \_\_\_\_\_, Governor of the State of California, have set my hand and caused the seal of the State of California to be affixed hereto pursuant to Sections 6107 and 7730 of the Public Resources Code of the State of California.

Given under my hand at the City of Sacramento this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and nineteen.

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GAVIN NEWSOM  
Governor, State of California

Attest:

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ALEX PADILLA  
Secretary of State

## **EXHIBIT A**

[Legal Description and Plat of Additional Trust Termination Parcel]

## EXHIBIT B

### **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 the City of Vallejo, as Trustee under Chapter 588 of the Statutes of 2004, the right, title, and interest in real property conveyed by that certain agreement and conveyance entitled **“Amendment to Exchange Agreement Between the State Lands Commission and the City of Vallejo dated October 30, 1981”** dated \_\_\_\_\_, 2019.

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 Solano County.

The said interests in real property are accepted by the State of California, in its sovereign capacity in trust for the people of the state, as real property of the legal character of tidelands and submerged lands.

This acceptance and consent to recording is executed by and on behalf of the State of California by the State Lands Commission, acting pursuant to law, as authorized by the Commission’s approval of Staff Report No. \_\_\_\_ on \_\_\_\_\_, 2019, by its duly authorized undersigned officer.

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

Dated:

By: \_\_\_\_\_  
JENNIFER LUCCHESI  
Executive Officer



## EXHIBIT C

### **CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING (Government Code 27281)**

This is to certify that the City of Vallejo, a municipal corporation, hereby accepts from the State of California, acting by and through the State Lands Commission, the right, title, and interest in real property conveyed by that certain agreement and conveyance entitled **“Amendment to Exchange Agreement Between the State Lands Commission and the City of Vallejo dated October 30, 1981”** dated \_\_\_\_\_, 2019.

The City of Vallejo hereby consents to the recordation of this conveyance in the Office of the Recorder for Solano County.

The said interests in real property conveyed shall be forever freed from the Public Trust and any statutory trust.

This acceptance and consent to recording is executed by and on behalf of the City of Vallejo, acting pursuant to law, as authorized by City Council approval of Staff Report No. \_\_ on \_\_\_\_\_, 2019 by its duly authorized undersigned officer.

#### **CITY OF VALLEJO**

Dated:

By: \_\_\_\_\_  
[NAME]  
[Title]