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CAL LAND TITLE

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OFFICIAL RECORDS
MARIN COUNTY CALIFORNIADOCUMENTS RECORDED AT THE REQUEST
OF AND WHEN RECORDED MAIL TO:State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attn: Blake D. StevensonState of California Official Business
Document entitled to free recordation
pursuant to Government Code Section 6103

6300

AGREEMENT FOR THE SETTLEMENT OF A TITLE
DISPUTE WITHIN THE CITY OF SAN RAFAEL, COUNTY OF MARIN
AMONG THE CITY OF SAN RAFAEL, DAVOOD KOHANZADEH,
AND THE CALIFORNIA STATE LANDS COMMISSION

Instructions to the County Recorder
of the County of Marin

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

<u>GRANTOR</u>	<u>GRANTEE</u>	<u>AGREEMENT EXHIBIT IN</u> <u>WHICH REAL PROPERTY</u> <u>IS DESCRIBED</u>
City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	Davood Kohanzadeh	A
Davood Kohanzadeh	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	B
Davood Kohanzadeh	State of California acting by and through the State Lands Commission	B

1986

Davood Kohanzadeh	City of San Rafael as trustee pursuant to Chapter 83 of the Statutes of 1923	C
Davood Kohanzadeh	State of California acting by and through the State Lands Commission	C

The parties to this Exchange Agreement, dated June 27,, 1986, are the State of California, acting by and through the State Lands Commission (STATE), the City of San Rafael (CITY), and Davood Kohanzadeh (PRIVATE PARTY).

RECITALS:

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

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

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

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

5. In its last natural condition, the TRUST TERMINATION PARCEL lay within the bed of and/or an island within San Rafael Creek.

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

7. Pursuant to the Arkansas Swamp Lands Act and State implementing statutes, certain lands along San Rafael Creek were included within the perimeter boundaries of swamp and overflowed lands sales. These sales included Swamp and Overflowed Patent No. 18 (patented June 6, 1862 to Oliver Irwin), Swamp and Overflowed Patent No. 28 (patented February 3, 1869 to Timothy Mahon) and Swamp and Overflowed Patent No. 1 (patented November 12, 1868 to Timothy Mahon.)

8. It is unclear whether any part of the TRUST TERMINATION PARCEL is included within the boundaries of Swamp and Overflowed Patents Nos. 1, 18, or 28.

9. In 1870, George Allardt surveyed the San Rafael Canal within San Rafael Creek on behalf of the Board of Tidelands Commissioners. Allardt also surveyed and numbered lots adjoining the San Rafael Canal. These lots are depicted on Board of Tidelands Commissioners map dated May 10, 1871 and titled Map No. 2 of Salt Marsh and Tidelands Situate in the County of Marin, State of California.

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

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

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

- A. Only a small portion, if any, of the TRUST TERMINATION PARCEL was included within the perimeter description of Swamp and Overflowed Patent 28. None of the TRUST TERMINATION PARCEL was included within the patent for Swamp and Overflowed Survey Nos. 1 or 18.
- B. Any portion of the TRUST TERMINATION PARCEL included within the perimeter descriptions of Swamp and Overflowed Patent Nos. 1, 18, or 28 was, in its last natural condition, below the line of high water and that the STATE and CITY retain an interest in such portion despite its inclusion within the perimeter description of a swamp and overflowed lands sale.
- C. No part of the TRUST TERMINATION PARCEL was conveyed by the BTLC deed contained at Book I, page 594, Marin County.
- D. The majority of the TRUST TERMINATION PARCEL remains subject to sovereign interests held by the CITY, subject to STATE reversionary or supervisory interests.

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

- A. In its last natural condition, the TRUST TERMINATION PARCEL was neither submerged land nor subject to the ordinary tides.
 - B. The STATE, pursuant to the Arkansas Swamp and Overflowed Lands Act of 1850 and State statutory authority, has identified and sold the TRUST TERMINATION PARCEL by Swamp and Overflowed Patents 28 and/or 18 for Marin County.
 - C. The PRIVATE PARTY or his predecessors in interest have reclaimed the TRUST TERMINATION PARCEL as required by law.
 - D. The PRIVATE PARTIES and their predecessors in interest have paid all required real property taxes on the TRUST TERMINATION PARCEL.
 - E. All or a substantial portion of the TRUST TERMINATION PARCEL was conveyed by the Board of Tidelands Commissioners by deed contained at Book I, Page 594, Marin County. Under City of Berkeley v. Santa Fe Properties, 26 Cal.515 (1980), any sovereign lands interests in the TRUST TERMINATION PARCEL conveyed by such deed were terminated by subsequent reclamation of the TRUST TERMINATION PARCEL.
14. The PRIVATE PARTY holds record title to the TRUST TERMINATION PARCEL by a purchase made in 1984.
15. The TRUST TERMINATION PARCEL was filled beyond the line of the ordinary tides some time before 1930.
16. A resolution of the parties's rights, titles, and interests in the TRUST TERMINATION PARCEL would require protracted and vigorously disputed litigation if the controversy could not be resolved by settlement.
17. It is in the interests of the parties to resolve their dispute by compromise settlement and to avoid the anticipated substantial costs, time requirements, and uncertainties of litigation.
18. In the interest of settlement, the STATE and CITY have conducted a study and evaluation of the title evidence and the

principles of law and the merits of the legal positions of the parties to this Agreement.

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

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

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

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

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

- A. The CITY, acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended, quitclaiming to Davood Kohanzadeh any and all sovereign interests in the TRUST TERMINATION PARCEL it may hold by virtue of that grant in trust, as amended.
- B. The STATE quitclaiming by patent to PRIVATE PARTY any and all of the STATE's rights by virtue of its sovereignty in the TRUST TERMINATION PARCEL reserved to the STATE by Chapter 83, Statutes of 1923, as amended.
- C. The PRIVATE PARTY'S payment to the CITY of \$102,000 for the termination of its CITY'S sovereign interests

in the TRUST TERMINATION PARCEL. These funds shall be held in an interest-bearing account established by the CITY, with the concurrence of the STATE, for the purchase of new land which is suited to public trust uses and which will take on the legal character of tide and submerged lands subject to the grant to the CITY and to the common law public trust for commerce, navigation, fisheries, and recreation.

- D. The PRIVATE PARTY quitclaiming to the CITY any interest he holds in the GRANTED LANDS PARCEL as tide and submerged lands subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory interests of the STATE.
- E. The PRIVATE PARTY'S quitclaiming to the STATE those supervisory and reversionary interests in the GRANTED LANDS PARCEL reserved to it under Chapter 83, Statutes of 1923, as amended.
- F. The PRIVATE PARTY'S granting of public pedestrian easement to the CITY in the PUBLIC PEDESTRIAN EASEMENT. This easement shall be held by the CITY as granted lands pursuant to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights of the STATE.
- G. The PRIVATE PARTY'S granting to the STATE those supervisory and reversionary rights in the PUBLIC PEDESTRIAN EASEMENT which were reserved to the STATE by Chapter 83, Statutes of 1923, as amended.
- H. The Agreement of the STATE and CITY that the PEDESTRIAN ACCESS EASEMENT shall be subject to relocation to comport with the as-built location of the walkway which shall connect the GRANTED LANDS PARCEL with Second Street. The parties to this Agreement will issue deeds to implement this relocation once the walkway has been constructed and surveyed.

24. The California Legislature has enacted Chapter 1742 of the Statutes of 1971 to provide for the settlement of title and boundary problems in the City of San Rafael and to provide for the exchange of certain lands or interests in lands which are currently located above the line of mean high tide and which are no longer necessary or useful for commerce, navigation, and fisheries.

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

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

27. The STATE and CITY have determined that (subject to the recordation of this Agreement) the consideration provided by this Agreement to be received by the CITY acting in its trust capacity and to be held in an account for the purchase of other land is equal to or exceeds the value of any and all sovereign interests in the TRUST TERMINATION PARCEL.

28. This Agreement will permit the TRUST TERMINATION PARCEL to be developed for private purposes and will provide the CITY funds to purchase other land or interests in land for the purposes enumerated in Chapter 83, Statutes of 1923, as amended, and the common law public trust for commerce, navigation, and fisheries. This Agreement will also insure public access to the waterfront from Second Street through the PEDESTRIAN ACCESS EASEMENT as it is described in this Agreement or as it may be relocated.

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

TERMS:

1. CITY's Quitclaim to Davood Kohanzadeh of the TRUST TERMINATION PARCEL.

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

2. STATE's Patent to Davood Kohanzadeh.

STATE will patent to Davood Kohanzadeh all of its right, title, and interest existing by virtue of its sovereignty in the TRUST TERMINATION PARCEL described in Exhibit A. The patent will be in the form of Exhibit E to this Agreement. Exhibit E is attached to this Agreement and is incorporated by reference as a part of it.

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

Davood Kohanzadeh quitclaims to the CITY of San Rafael all his right, title, and interest in the GRANTED LANDS PARCEL described in Exhibit B as tide and submerged lands subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights reserved to the State of California by Chapter 83, Statutes of 1923.

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

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

5. PRIVATE PARTY'S Grant to City of a Public Pedestrian Easement.

Davood Kohanzadeh grants to the City of San Rafael a public pedestrian access easement in the PEDESTRIAN ACCESS EASEMENT

described in Exhibit C to this Agreement. This access easement is granted as a property right subject to Chapter 83, Statutes of 1923, as amended, subject to the reversionary and supervisory rights reserved to the State of California by that Chapter.

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

Davood Konanzadeh grants to the State of California those supervisory and reversionary rights in a public pedestrian access easement in the PUBLIC PEDESTRIAN EASEMENT reserved to the State of California by Chapter 83, Statutes of 1923, as amended.

7. Relocation of PUBLIC PEDESTRIAN EASEMENT.

The parties agree, prior to the CITY's granting a permit of occupancy, that the PUBLIC PEDESTRIAN EASEMENT shall be relocated to the as-built location of the walkway between Second Street and the GRANTED LANDS PARCEL. PRIVATE PARTY shall survey the location of the walkway when it is constructed. The parties shall then exchange deeds to vacate the present location of the PUBLIC PEDESTRIAN ACCESS in exchange for grants of an access easement in the walkway as constructed. The grants of an easement to the new location shall be to the CITY and to the STATE in a form similar to that in Paragraphs 5 and 6 of these items of Agreement.

8. Waterward Boundary of the TRUST TERMINATION PARCEL Fixed

It is agreed that the waterward boundary of the TRUST TERMINATION PARCEL described in Exhibit A is not a meander line. It is the parties's intent that said boundary shall be permanent and fixed and shall not be subject to change by reason of future influences or events, artificial or natural.

9. PRIVATE PARTY'S Payment of \$102,000.00 to CITY.

PRIVATE PARTY shall pay \$102,000.00 (one hundred and two thousand dollars) to CITY for the purposes of and by the procedures described in Paragraphs 19 and 20 of this Agreement.

10. State Lands Commission Approvals.

The STATE, upon execution and recordation of this Agreement and pursuant to State Lands Commission Calendar Item No. 35 (approved at the State Lands Commission's June 26, 1986, meeting), hereby:

- A. Finds and declares, pursuant to and in accordance with Section 2 of Chapter 1742 of the Statutes of 1971, that the TRUST TERMINATION PARCEL has heretofore been improved in connection with the development of San Rafael, and in the process of such development has been filled and reclaimed, is no longer below the present line of mean high tide, and is no longer necessary or useful for commerce, navigation, or fisheries, or for such uses or trusts as are or have been imposed by the statutory grants of tide and submerged lands from the State of California to the CITY and is hereby freed from such statutory and common law trusts.
- B. In accordance with Sections 5, 6, and 7 of Chapter 1742 of the Statutes of 1971, approves this Agreement and the conveyances provided for herein and approves the conveyance to Davood Kohanzadeh of all of the sovereign right, title, and interest of the STATE and CITY.
- C. In accordance with Sections 5, 6, and 7 of Chapter 1742, Statutes of 1971, approves the conveyance by the CITY in its trust capacity to Davood Kohanzadeh of all right, title, and interest of the CITY held by virtue of Chapter 83, Statutes of 1923, as amended, in the TRUST TERMINATION PARCEL.
- D. Further finds and declares that the consideration to be placed in an account and to be held in trust by CITY for the purchase of land pursuant to this Agreement has a value equivalent to or exceeding the value of the interests of the STATE and CITY being conveyed to Davood Kohanzadeh in the TRUST TERMINATION

PARCEL and approves the adequacy of the consideration as determined by the CITY and STATE with respect to the settlement provided for herein, in accordance with Sections 5, 6 and 7 of Chapter 1742 of the Statutes of 1971.

- E. Finds and declares that this Agreement will permanently preserve PUBLIC PEDESTRIAN ACCESS from Second Street, through the TRUST TERMINATION PARCEL, and to the present waterfront of the San Rafael Canal.
- F. Finds and declares that the provisions of Section 8.5, Chapter 1742, Statutes of 1971, shall not apply to the TRUST TERMINATION PARCEL. The reason for this is that the application of Section 8.5 would prevent the settlement of this title dispute which settlement is in the public interest.

11. Notarization.

All signatures by parties to this Agreement shall be duly acknowledged before a notary public and a certificate of acknowledgment with respect to such acknowledgments shall be attached to the respective document to which it pertains so as to allow the recordation thereof in the County of Marin, California.

12. Prohibition on Sale or Encumbrances.

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

13. Agreement Binding on Heirs, Assigns, Etc.

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

14. Modification.

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

15. Gender.

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

16. No Effect on Other Lands.

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

17. Headings.

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

18. Acceptance of Conveyances and Consent of Recording.

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

19. Use of Funds by CITY.

CITY and STATE agree to establish an account for deposit of the \$102,000.00 generated by this Agreement. The account shall be at a bank acceptable to both the CITY and STATE and the funds shall be administered pursuant to mutual instructions. The CITY and STATE hereby agree that the funds deposited in the account established by them shall be held in trust subject to all provisions of Chapter 1742 of the Statutes of 1971, as amended, as well as the common law public trust for commerce, navigation, and fisheries, and shall be used only for the purchase of lands

or any interest therein which have the lawful character of historic tidelands or submerged lands, or which are in their present condition susceptible to public trust purposes.

20. Purchase of Parcels by CITY.

The CITY and the STATE further agree that any lands purchased with the funds deposited in the account established by them shall take on the legal character of tide and submerged lands held in trust subject to the provisions of Chapter 83 of the Statutes of 1923, as amended, as well as the common law trust for commerce, navigation, and fisheries.

21. Custodian of this Agreement.

A. The parties to this Agreement nominate the Office of the San Rafael City Attorney to act as custodian of this Agreement. The parties agree to deposit the following documents with the Office of the City Attorney:

B. Deposits by Parties:

(1) STATE shall deposit the following documents with the Office of the City Attorney:

(a) A letter with the seal of the State Lands Commission embossed upon it stating that the State Lands Commission approved this Agreement at its June 26, 1986, meeting and that the Commission authorized its execution on the Commission's behalf;

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

(c) A fully execute patent in the form shown in Exhibit E to this Agreement.

(2) CITY shall deposit the following documents with the Office of the City Attorney:

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

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

(3) PRIVATE PARTY shall deposit the following document with the Office of the City Attorney:

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

22. Recordation.

The Office of the City Attorney shall cause this Agreement to be recorded in the Office of the County Recorder upon the occurrence of the following events:

- A. The receipt of all documents and items listed in Paragraph 21 section (B) of this Agreement.
- B. The receipt of a cashier's or certified check in the sum of \$102,000 (one hundred and two thousand dollars exactly) payable to "the City of San Rafael, as trustee pursuant to Chapter 1742, Statutes of 1971."
- C. As provided in Paragraph 23, the payment by the PRIVATE PARTY of all fees associated with recording this Agreement.
- D. The recording of a deed from Valery Bonner to Davood Kohanzadeh quitclaiming to him the GRANTED LANDS PARCEL and the PUBLIC PEDESTRIAN EASEMENT.

23. Allocation of Costs and Expenses.

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

24. Compromise Agreement.

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

25. Effective Date.

This Agreement shall become effective upon its execution by the parties to the Agreement, their attorneys, and the Governor of the State of California.

26. No Effect On Other Government Jurisdiction

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

27. No Admission or Effect If Agreement Not Recorded

If this Agreement is not recorded by September 1, 1986, the Agreement will have no force or effect, and no party will have any rights, duties, claims or obligations under it.

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

Dated: June 25, 1986. CITY OF SAN RAFAEL

By Pamela J. Nicolai
for Mayor

Dated: June 25, 1986. ATTEST:

Jeanne M. Larcini
City Clerk

Dated: June 25, 1986 CITY ATTORNEY
CITY OF SAN RAFAEL

By Mary K. Casey for
Greg T. Roggenmiller

Dated: June 26, 1986.

STATE OF CALIFORNIA
STATE LANDS COMMISSION

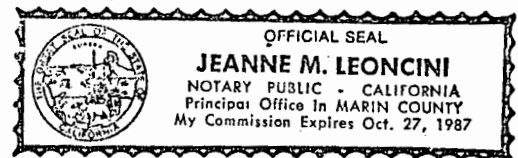
By Paul J. DePue
Executive Officer

STATE OF CALIFORNIA)
COUNTY OF MARIN) ss.

On this 25th day of JUNE, 1986, before me, JEANNE M. LEONCINI, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared PAMELA J. NICOLAI, personally known to me ~~(or-proved-to-me-on-the-basis-of-satisfactory-evidence)~~ to be the City Manager of the City of San Rafael that executed the within document and acknowledged to me that said City of San Rafael did execute the same.

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

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



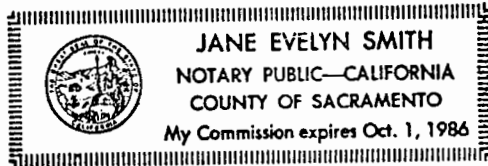
1400 5th Ave., P. O. Box 60, San Rafael, CA 94915-0060

STATE OF CALIFORNIA)
) ss
 COUNTY OF SACRAMENTO)

On this 26th day of June, 1986,
 before me, the undersigned, a Notary Public in and for the State of California, with principal
 office in the County of Sacramento, personally appeared CLAIRE T. DEARICK
 personally known to me
 (or proved to me on the basis of satisfactory evidence) to be the person who executed this
 instrument as EXECUTIVE OFFICER

of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that
 executed the within instrument, known to be the person who executed the within instrument,
 on behalf of the Commission there named, and acknowledged to me that such Commission
 executed the within instrument pursuant to a resolution of its Commissioners.

WITNESS my hand and official seal.



Jane Evelyn Smith
 NOTARY PUBLIC IN AND FOR THE
 STATE OF CALIFORNIA

Form 13.32 (1/85)

STATE OF CALIFORNIA }
) ss.
 COUNTY OF MARIN }

On this 25th day of JUNE, 1986, before me, JEANNE M. LEONCINI, a
 Notary Public in and for the said County and State, residing therein, duly
 commissioned and sworn, personally appeared MARY R. CASEY,
 personally known to me (~~or proved to me on the basis of satisfactory evidence~~)
 to be the DEPUTY CITY ATTORNEY of the City of San Rafael that executed the
 within document and acknowledged to me that said City of San Rafael did execute
 the same.

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

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



1400 5th Ave., P. O. Box 60, San Rafael, CA 94915-0060

Dated: June 26, 1986. APPROVED BY:

JOHN VAN DE KAMP
ATTORNEY GENERAL

By [Signature]
Deputy Attorney General

Dated: June 25, 1986,

[Signature]
Davood Kohanzadeh

Dated: June 25, 1986,

[Signature]
John Briscoe, Washburn & Kemp
Attorney for Davood Kohanzadeh

as a partner in [Signature]

CAT. NO. NN00627
TO 1944 CA (1-83)

 **TICOR TITLE INSURANCE**

(Individual)

STATE OF CALIFORNIA
COUNTY OF Marin } SS.

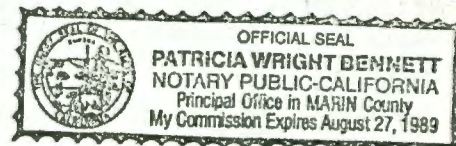
On June 25, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared John Briscoe

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

Patricia Wright Bennett



(This area for official notarial seal)

CAT. NO. NN00627
TO 1944 CA (1-83)

 **TICOR TITLE INSURANCE**

(Individual)

STATE OF CALIFORNIA
COUNTY OF Marin } SS.

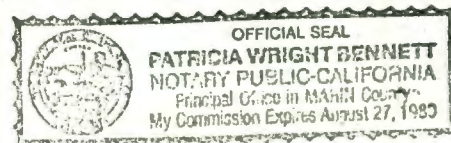
On June 25, 1986 before me, the undersigned, a Notary Public in and for said State, personally appeared David Kolkazadeh

_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature

Patricia Wright Bennett



(This area for official notarial seal)

EXHIBIT "A"

"TRUST TERMINATION PARCEL"

All that certain real property situate in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

COMMENCING at the point of intersection of the Southerly line of Second Street with the Easterly line of Irwin Street; running thence Southerly along the Easterly line of Irwin Street South $11^{\circ} 45' 00''$ West, 4.00 feet to the True Point of Beginning; thence continuing along said Easterly line South $11^{\circ} 45' 00''$ West, 114.5 feet to the Northwestern corner of a strip of land conveyed by D. W. Martens, et ux, to the City of San Rafael by Deed dated July 2, 1919 and recorded March 3, 1920 in Liber 212 of Deeds, page 203, thence along the Northerly line of said strip so conveyed to the City of San Rafael, South $76^{\circ} 30' 30''$ East 200.00 feet to the Southwesterly corner of the tract of land conveyed by D. W. Martens, et ux, to Henry Hess Company, a Corporation, by deed dated September 30, 1924 and recorded October 6, 1924 in Liber 55 of Official Records, at page 225; thence along the Westerly line of said tract so conveyed to Henry Hess Company, a Corporation North $11^{\circ} 45' 00''$ East, 141.83 feet to the Southerly line of Second Street; thence along said Southerly line North $83^{\circ} 11' 00''$ West, 195.65 feet more or less to a point distant South $83^{\circ} 11' 00''$ East thereon 5.00 feet from said intersection; thence South $60^{\circ} 06' 02''$ West, in a direct line, 6.67 feet to the True Point of Beginning.

EXCEPTING therefrom a parcel of land described as follows:

Beginning at a point on the Easterly line of Irwin Street which bears North $13^{\circ} 28' 54''$ East, 21.00 feet from the most Southwesterly corner of the parcel of land described in the Deed to Davood Kohanzadeh recorded October 25, 1984 in Instrument No. 84-050079, Marin County Records; thence South $71^{\circ} 36' 06''$ East, 1.20 feet; North $13^{\circ} 28' 54''$ East, 77.50 feet; thence on a curve to the right which center bears South $71^{\circ} 36' 06''$ East, radius of 29.50 feet, through a central angle of $43^{\circ} 47' 43''$, and an arc length of 22.549 feet, with a radial bearing of North $32^{\circ} 43' 23''$ West to the Southerly line of Second Street; thence North $81^{\circ} 27' 06''$ West, 4.441 feet; South $61^{\circ} 50' 07''$ West, 6.666 feet to the Easterly line of Irwin Street;

thence along said Easterly line of Irwin Street South $13^{\circ} 28' 54''$ West, 93.105 feet to the point of beginning. All bearings have been rotated to conform to the California Coordinate System Zone III, and to that Record of Survey filed in December 1984 in Book 19 of SURVEYS at page 77, Marin County Records.

EXHIBIT "B"**"GRANTED LANDS PARCEL"**

All that certain real property situate in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

A strip of land 68 feet wide lying Southerly of, and contiguous to, the Southerly line of the land described in the Deed to Davood Kohanzadeh recorded October 25, 1984 in Instrument No. 84-050079, Marin County Records; said line is described in said Deed as "South 76° 30' 30" East, 200.00 feet".

EXHIBIT "C"**"PUBLIC PEDESTRIAN ACCESS EASEMENT"**

An easement for pedestrian ingress, egress, and access over that certain real property situate in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

Beginning at a point on the Southerly line of the land described in the Deed to Davood Kohanzadeh recorded October 25, 1984 in Instrument No. 84-050079, Marin County Records; said point being South $74^{\circ} 46' 36''$ East, 11.00 feet from the most Southwesterly corner of the above mentioned Deed; thence North $12^{\circ} 43' 07''$ East, 119.261 feet to the Southerly line of Second Street; thence along said Southerly line of Second Street, South $81^{\circ} 27' 06''$ East, 5.013 feet; thence South $12^{\circ} 43' 07''$ West, 119.845 feet to the Southerly line of said land as conveyed in the above mentioned Deed; thence along said line North $74^{\circ} 46' 36''$ West, 5.005 feet to the point of beginning. (All Deed bearings have been rotated to conform to the California Coordinate System Zone III, and to that Record of Survey filed December 19, 1984 in Book 19 of SURVEYS at page 77, Marin County Records.)

Second Street

Exception

Irwin Street

Public
Pedestrian
Access Easement

Trust Termination
Parcel

Granted Lands
Parcel

SAN RAFAEL CANAL



1" = 40'

RECORDED AT THE REQUEST OF
State of California
State Lands Commission

WHEN RECORDED MAIL TO:
Blake D. Stevenson
State Lands Commission
1807 - 13th Street
Sacramento, CA 95814

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
(Sovereign Exchange)**

W 23817
ID: W23718

The State Lands Commission, by its Calendar Item, No. 35, duly passed at its regular public meeting on June 26, 1986 at Sacramento, California, after notice pursuant to the requirements of law, approved an agreement between the State Lands Commission, acting for the State of California, the City of San Rafael, and the PATENTEE identified below. The agreement provides, among other things, that all right, title, and interest of the State of California under the jurisdiction of the State Lands Commission in and to the PATENT PARCEL described below, is to be patented by the STATE to PATENTEE in exchange for a payment of monies into a Land Bank Fund established by the State Lands Commission and the City of San Rafael acting as trustee pursuant to Chapter 83, Statutes of 1923, as amended. Full payment has been, or prior to delivery of this patent will be made to the State of California and the City of San Rafael as provided by the terms of the agreement. Upon the performance of Patentee's obligations under the agreement, PATENTEE is entitled to this Patent.

NOW, THEREFORE, the State of California quitclaims to Davood Kohanzadeh identified herein as PATENTEE any right, title, and interest of the State of California owned by virtue of its sovereignty in and to the real property in the City of San Rafael, County of Marin, California, more particularly described in the DESCRIPTION OF PATENT PARCEL, which is attached to and incorporated in this Patent.

The State Lands Commission has found and declared that the PATENT PARCEL has been filled and reclaimed; that it has thereby been excluded from the public channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries. The PATENT PARCEL is hereby forever freed from the public trust for commerce, navigation and fisheries.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

IN APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this 27th day of June, in the year of our Lord one thousand nine hundred and eighty-six.



George Deukmejian
GOVERNOR
STATE OF CALIFORNIA

Attest:

March Frazier
SECRETARY OF STATE
STATE OF CALIFORNIA

DESCRIPTION OF PATENT PARCEL

All that certain real property situate in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

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thence along said Easterly line of Irwin Street South $13^{\circ} 28' 54''$ West, 93.105 feet to the point of beginning. All bearings have been rotated to conform to the California Coordinate System Zone III, and to that Record of Survey filed in December 1984 in Book 19 of SURVEYS at page 77, Marin County Records.

86035628

RECORDED AT REQUEST OF

RECORDED AT THE REQUEST OF.

State of California
State Lands Commission

CAL LAND TITLE

1986 JUL 10 AM 8:02

WHEN RECORDED MAIL TO.

Blake D. Stevenson
State Lands Commission
1807-13th Street
Sacramento, CA 95814OFFICIAL RECORDS
MARIN COUNTY CALIFORNIA

STATE OF CALIFORNIA - OFFICIAL BUSINESS

Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATE OF CALIFORNIA
PATENT AND
TRUST TERMINATION
(Sovereign Exchange)**

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The State Lands Commission has found and declared that the PATENT PARCEL has been filled and reclaimed; that it has thereby been excluded from the public channels and is no longer available or useful or susceptible of being used for water-dependent commerce, navigation, and fisheries. The PATENT PARCEL is hereby forever freed from the public trust for commerce, navigation and fisheries.

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



IN TESTIMONY WHEREOF, I, GEORGE DEUKMEJIAN,

Governor of the State of California, have caused these Letters to be made Patent, and the seal of the State of California to be hereunto affixed.

Given under my hand at the City of Sacramento, this

the 27th day of June in
the year of our Lord one thousand nine hundred
and eighty six.

George Deukmejian
Governor

Attest:

Murch Fryer
Secretary of State

Countersigned:

Clare J. Dedrick
Executive Officer, State Lands Commission

Description of PATENT PARCEL attached

DESCRIPTION OF PATENT PARCEL

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thence along said Easterly line of Irwin Street South $13^{\circ} 28' 54''$ West, 93.105 feet to the point of beginning. All bearings have been rotated to conform to the California Coordinate System Zone III, and to that Record of Survey filed in December 1984 in Book 19 of SURVEYS at page 77, Marin County Records.

0055827

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SAN RAFAEL AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT
CONCERNING 700 IRWIN STREET

WHEREAS, the City of San Rafael is committed to
redeveloping the Canal area; and,

WHEREAS, the City contends that it holds title to
700 Irwin Street in trust for the public, subject to State
supervisory and reversionary interests; and,

WHEREAS, Davood Kohanzadeh contends, for various
reasons that no City or State interest exists in the 700 Irwin
Street parcel; and,

WHEREAS, Davood Kohanzadeh is currently in the process
of developing the 700 Irwin Street Parcel; and,

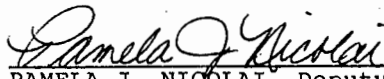
WHEREAS, the City wants the 700 Irwin Street project
to continue and to be completed, as such project is consistent
with the East San Rafael Area Plan; and,

WHEREAS, it is in the best interest of all parties
to enter into a settlement agreement concerning the 700 Irwin
Street parcel.

NOW THEREFORE BE IT RESOLVED, that the City Manager
is hereby authorized to execute on behalf of the City Council,
an agreement whereby the City will quitclaim its interest
in the Trust Termination Parcel (700 Irwin Street) to Davood
Kohanzadeh. Davood Kohanzadeh will quitclaim his interest
in the Granted Lands Parcel, will grant the City a Public
Pedestrian Access Easement, and will also pay the City one-hundred
and two thousand dollars. The agreement will be approved
by the City Attorney.

I, PAMELA J. NICOLAI, Deputy City Clerk of the City
of San Rafael, hereby certify that the foregoing resolution
was duly and regularly introduced and adopted at a Closed
Session meeting of the City Council of the City of San Rafael
on Tuesday, the 16th day of June, 1986, by the following vote,
to wit:

AYES: COUNCILMEMBERS: Breiner, Nave, Russom and Mayor Mulryan
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Frugoli


PAMELA J. NICOLAI, Deputy City Clerk

ORIGINAL

RETURN ORIGINAL TO: JEANNE M. LEONCINI, CITY CLERK, CITY OF SAN RAFAEL,
P.O. BOX 60, SAN RAFAEL, CA 94915-0060