



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED:

REPORT NO:

ATTENTION:

Land Use and Housing Committee Chairman and Committee Members

Agenda of

SUBJECT:

State Tidelands Exchange

REQUESTED ACTION: Authorize the Mayor and/or his designee to enter into a land exchange agreement with the California Lands Commission for the exchange of public tidelands property for City-owned property.

STAFF RECOMMENDATION: Approve the requested action.

BACKGROUND: On February 18, 1992, the Coastal Commission Development approved a Coastal Development Permit for the development of a youth tennis facility over tideland restricted property, commonly known as the Barnes Tennis Center (Barnes). As a condition of the permit, staff was directed to work with the State Lands Commission to identify an exchange of City property for this tideland property. The exchange would remove 12.9 acres of City property from tideland restriction, in exchange for property of equal value to be placed under tideland jurisdiction.

The State Lands Commission has agreed that the unique tidal urban wetland characteristics of the 31.4 acre Famosa Slough property (Famosa) would suffice as an exchange property.

Therefore, the proposed exchange is for 12.9 acres of tidelands restricted property (Barnes), which has an appraised value of \$ 1,870,000 for 31.4 acres of City property (Famosa), which has an appraised value of \$ 1,890,000.

The State would hold the Famosa Slough site in its sovereign capacity in trust for the people of the State as real property of the legal character of tide and submerged lands. The State would in turn enter into a 49-year lease with City as Trustee, giving the Trustee the management and control of the Famosa Slough. The lease would be in effect until such time as the statutory trust grant can be amended.

SUMMARY: The Requisition Action would authorize the mayor and/or his designee to enter into a Land Exchange Agreement with the California Lands Commission for the exchange of public tidelands restricted property with City owned property. The Agreement calls for the –

- A) Trustee (City) to QuitClaim the Tideland Trust Property (12.9 acres) to the State
- B) The State to terminate its public interest in the 12.9 acres, and then quitclaim its fee interest of 12.9 acres to the City
- C) The City to quitclaim 31.4 acres, identified as the Famosa Slough parcel, to the State to be held as sovereign land
- D) The State to issue a 49-lease to the Trustee (City) for the management and control of the Famosa Slough as Public Trust Lands

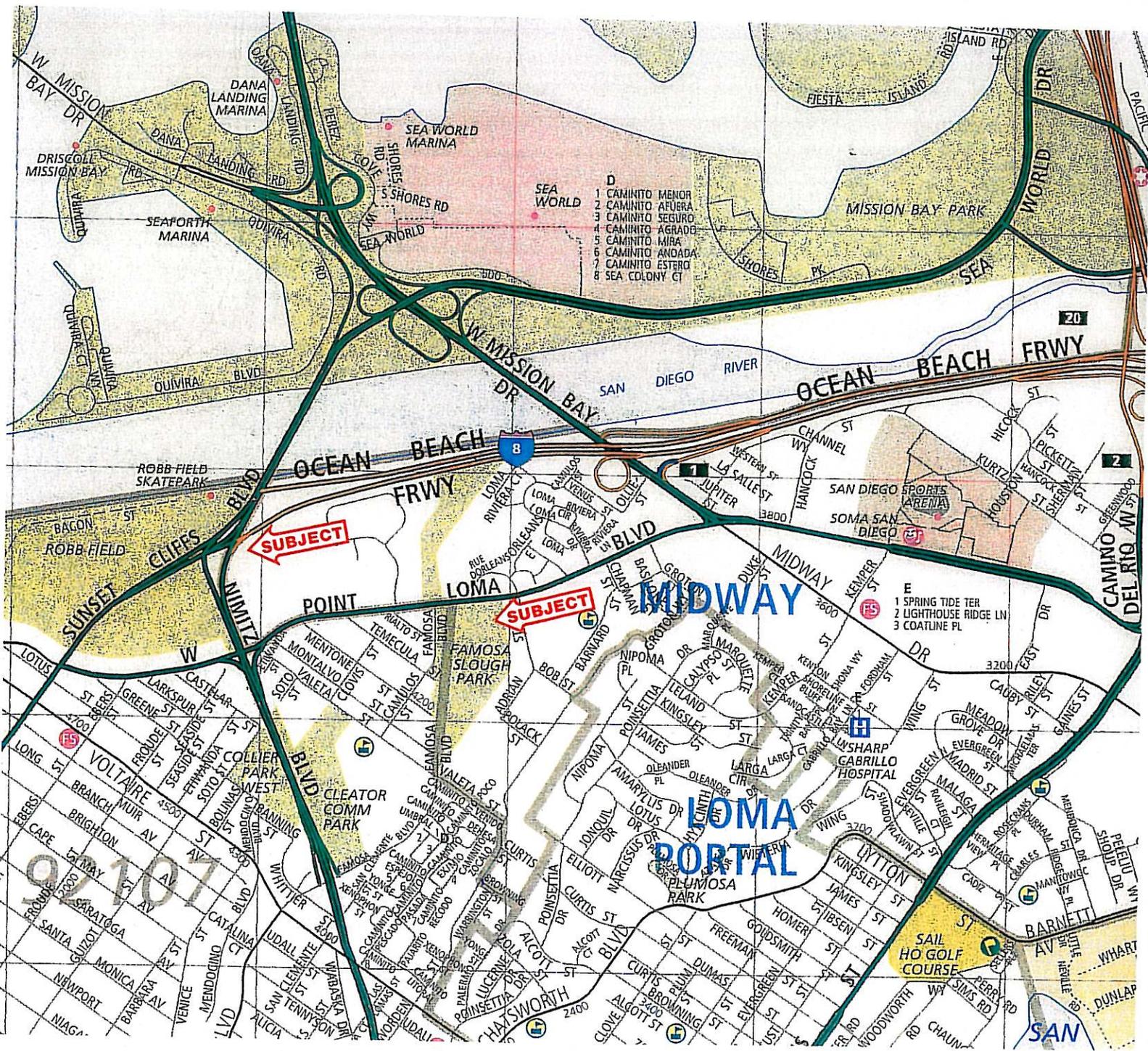
FISCAL CONSIDERATIONS: N/A

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The key stakeholders would be the City of San Diego which will benefit from the continual services provided to the community by the Youth Tennis Foundation at the Barnes Tennis Center and the ongoing environmental preservation provided to the Famosa Slough.

---

James F. Barwick, Director  
Real Estate Assets Department



- D**
- 1 CAMINITO MENOR
  - 2 CAMINITO AFUGRA
  - 3 CAMINITO SEGURO
  - 4 CAMINITO AGRADO
  - 5 CAMINITO MIRA
  - 6 CAMINITO ANADADA
  - 7 CAMINITO ESTERO
  - 8 SEA COLONY CT

**SUBJECT**

**SUBJECT**

**MIDWAY**

**LOMA PORTAL**

- E**
- 1 SPRING TIDE TER
  - 2 LIGHTHOUSE RIDGE LN
  - 3 COATLINE PL

92107

SAN

VIEW OF SUBJECT SITE



## EXECUTIVE SUMMARY – FAMOSA SLOUGH

<b>IDENTIFICATION</b>	FAMOSA SLOUGH
<b>LOCATION</b>	W. Point Loma Boulevard @ Famosa Boulevard, San Diego, CA 92106 & 92107
<b>CURRENT USES</b>	Wetlands Park
<b>THOMAS BROS. MAP NO.</b>	1268 B5
<b>OWNERS OF RECORD</b>	The City of San Diego, a municipal corporation
<b>DATE OF VALUE</b>	March 24, 2010 (Inspection March 24, 2010)
<b>USE/USER OF APPRAISAL</b>	Estimate fair market value, land only, for transfer of property rights. Client is the City of San Diego. Additional intended user is California State Lands Commission.
<b>SITE DATA</b>	<p>The Famosa Slough subject site consists of three parcels along both sides of W. Point Loma Boulevard. The subject totals 31.42 acres and is known as a wetlands park.</p> <p>ASSESSOR'S PARCEL NOS: 441-090-44, 449-870-02 and 449-870-03</p>
<b>HIGHEST AND BEST USE</b>	Open space/mitigation/conservation.
<b>SIGNIFICANT ASSUMPTIONS/ LIMITING CONDITIONS</b>	This appraisal assumes that the entirety of the subject acreage is available for open space/mitigation use and credit.
<b>MARKET VALUE</b>	
<b>FAMOSA SLOUGH</b>	<b>\$1,890,000</b>

## EXECUTIVE SUMMARY – BARNES TENNIS CENTER

<b>IDENTIFICATION</b>	BARNES TENNIS CENTER (Land Only)
<b>LOCATION</b>	4490 W. Point Loma Boulevard, San Diego, CA 92107
<b>CURRENT USES</b>	Tennis Center
<b>THOMAS BROS. MAP NO.</b>	1268 B5
<b>OWNERS OF RECORD</b>	The City of San Diego, a municipal corporation
<b>DATE OF VALUE</b>	March 24, 2010 (Inspection March 24, 2010)
<b>USE/USER OF APPRAISAL</b>	Estimate fair market value, land only, for transfer of property rights. Client is the City of San Diego. Additional intended user is California State Lands Commission.
<b>SITE DATA</b>	<p>The Barnes subject site is located at 4490 W. Point Loma Boulevard, San Diego, CA 92107. This is a part of a larger parcel owned by the City of San Diego along the north side of W. Point Loma Boulevard. The subject has been a "tidelands" parcel since the acquisition by the City in 1945. The Barnes site is improved as a tennis facility but this appraisal is for "land only", including 12.896 acres of land.</p> <p>ASSESSOR PARCEL NO: None assigned.</p>
<b>HIGHEST AND BEST USE</b>	Private alternative uses include single family homesite/agriculture.
<b>SIGNIFICANT ASSUMPTIONS/ LIMITING CONDITIONS</b>	This appraisal is of the "land only" and all existing permanent and temporary structures are disregarded, both positive and negative. The subject is a portion of a larger City-owned parcel and is not a free-standing legal parcel.
<b>MARKET VALUE</b>	
<b>BARNES TENNIS CENTER (Land Only)</b>	<b>\$1,870,000</b>

Recorded at the Request of  
STATE OF CALIFORNIA  
STATE LANDS COMMISSION

WHEN RECORDED mail to:  
State Lands Commission  
100 Howe Avenue, 100-S  
Sacramento, CA 95825  
Attention: Jessica Rader, Staff Counsel

STATE OF CALIFORNIA  
OFFICIAL BUSINESS: Document  
Entitled to free recordation  
Pursuant to Government Code  
Section 27383

G 10-07; AD xxx;

APN:

NO TAX DUE

Above space for Recorder's use only

**LAND EXCHANGE AGREEMENT  
REGARDING CERTAIN LANDS IN THE VICINITY OF MISSION BAY  
CITY OF SAN DIEGO, CALIFORNIA**

The parties to this Agreement are the State of California, acting by and through the California State Lands Commission, hereinafter "STATE", the City of San Diego, as trustee pursuant to, *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, hereinafter referred to as "TRUSTEE", and the City of San Diego, a municipality, hereinafter "CITY", the above collectively referred to as "Parties". The City of San Diego, when being generally described or when acting in its dual role as Trustee and City is hereinafter referred to as "City of San Diego" or "City".

**RECITALS**

1. Upon its admission to the United States of America on September 9, 1850, the State of California, by virtue of its sovereignty under the Equal Footing Doctrine of the Constitution of the United States, received in trust for the people of California all right, title, and interest in previously ungranted tidelands and submerged lands within its boundaries for public trust purposes including but not limited to commerce, navigation and fisheries.
2. Pursuant to the provision of Division 6 of the Public Resources Code, including Sections 6216 and 6301, the STATE is vested with all jurisdiction and authority as to the right, title, and interest in all ungranted tidelands and submerged lands held by California in trust for the benefit of all the people of the State of California and the reversionary and

residual interest of the State as to public trust lands legislatively granted to local governments.

3. TRUSTEE is trustee of the tide and submerged lands granted to it by the California Legislature, pursuant to, *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, hereinafter referred to as "statutory trust grant", which granted to the City of San Diego the State's right, title and interest in and to all of the State's tidelands and submerged lands, of the City of San Diego, in trust for the public, and subject to certain terms, conditions, exceptions and reservations.
4. This Agreement concerns parcels of real property located in the City of San Diego, County of San Diego, State of California, to the south of present day Mission Bay and referred to throughout this Agreement, for convenience, as the "Subject Property" described in Exhibit A and shown for reference purposes only on Exhibit B.
5. The Subject Property consists of: one proposed trust termination parcel referred to throughout this Agreement as the "Trust Termination Parcel" (described in Exhibit D and shown for reference purposes only on Exhibit E) and is commonly referred to as the Barnes Tennis Center or the Youth Tennis Center; and, three proposed public trust parcel referred to throughout this Agreement as the "Public Trust Parcels" (described in Exhibit C and shown for reference purposes only on Exhibit E) and commonly referred to as Famosa Slough.
6. The Trust Termination Parcel, consisting of approximately 12.9 acres and the Public Trust Parcels, consisting of approximately 31.4 acres are located south of the Nimitz Boulevard/Ocean Beach Freeway, adjacent to Mission Bay and are currently separated from Mission Bay by the flood control channel.
7. The Trust Termination Parcel and the Public Trust Parcels are within the approximately 47,323 acres of the former Presidio of San Diego, founded July 16, 1769, that was patented by the federal Board of Land Commissioners as the Pueblo of San Diego on April 4, 1876, Patent #576.
8. In 1852, the United States Army erected a dike to prevent the San Diego River from drifting south from False Bay into the San Diego Bay, which likely was in the vicinity of the Trust Termination Parcel and the Public Trust Parcels.
9. In the 1920's, the initial river control project was undertaken by the CITY that was the predecessor of the current flood control channel.
10. The Trust Termination Parcel was filled sometime between the 1850's and the 1950's.

11. The boundary line (“Arnold Line”) between state sovereign land and upland property within Mission Bay was the subject of *People v. Arnold* (1941) San Diego Superior Court Case #84864.
12. The California Coastal Commission in 1992 issued Coastal Development Permit 6-91-306 to construct a tennis facility on the Trust Termination Parcel. The Permit was issued after the STATE wrote a letter, in response to Special Condition #5, which required the consent of the STATE, consenting to the development on the basis that a land exchange agreement similar to the one authorized by this Agreement, was being negotiated. Ultimately the land exchange contemplated in the early 1990’s never occurred.
13. The STATE has consistently maintained that a tennis facility, such as the one located on the Trust Termination Parcel, is not a use consistent with the common law Public Trust Doctrine or the City’s statutory trust grant as such a use is not water dependent or water-related and serves primarily a local, rather than state-wide, benefit.
14. The CITY has consistently maintained that the tennis facilities are a land use consistent with the common law Public Trust Doctrine and the City’s statutory trust grant.
15. The CITY now would like to make further improvements to the tennis facility located on the Trust Termination Parcel and those improvements require the issuance of a new Coastal Development Permit.
16. In 2008, the California Coastal Commission issued Coastal Development Permit #6-06-154 for the further improvements to the tennis facility that is conditioned upon the STATE’s consent that either the use of the public trust lands for a tennis facility are consistent with the Public Trust Doctrine and the City’s statutory trust (Special Condition #3) or that no state lands are included in the project. As a result of Special Condition # 3, land exchange negotiations resumed between the City and the STATE.
17. The Parties, hereto, consider it expedient and necessary and in the best interests of the STATE, the CITY, the TRUSTEE and the public to enter into this land exchange.
18. The STATE is authorized under Division 6 of the Public Resources Code, and specifically pursuant to Section 6307 thereof, to exchange interests in real property held by the STATE by reason of its sovereignty for interests in other lands of equal or greater value.
19. In the interest of settlement, the STATE and the CITY have conducted independent studies and evaluations of the appraised value of the Subject Property. The monetary value of the sovereign interests in the Trust Termination Parcel to be conveyed free and clear of any public trust or sovereign interest of the state (Exhibit D) is less than or equal to the monetary value of the Public Trust Parcels to be conveyed to the State as public trust lands (Exhibit C).

20. This Agreement provides for the TRUSTEE quitclaiming the Trust Termination Parcel to the STATE described in Exhibit D substantially in the form of Exhibit F; the STATE terminating its public trust interests in the Trust Termination Parcel described in Exhibit D and quitclaiming its fee title in the Trust Termination Parcel to the CITY substantially in the form of Exhibit H; the CITY quitclaiming the Public Trust Parcels described in Exhibit C to the STATE substantially in the form of Exhibit G to be held as sovereign land; for the STATE to issue a 49-year lease to the TRUSTEE for the management and control of the Public Trust Parcels substantially in the form of Exhibit I until such time as the TRUSTEE'S statutory trust grant can be amended to include the Public Trust Parcels.
21. This Agreement will terminate all public trust interest in the Trust Termination Parcel and will impress the Public Trust on the Public Trust Parcels. The STATE will hold the Public Trust Parcels subject to the Public Trust, in its sovereign capacity in trust for the people of the state as real property of the legal character of tide and submerged lands, and subsequently lease the Public Trust Parcels to the TRUSTEE for purposes consistent with the City's statutory trust grant until such time as the statutory trust grant can be amended to conform to this Agreement.
22. The Public Trust Parcels are beneficial to the public trust as it is a unique tidal urban wetland providing benefits such as filtration of rainwater, nesting sites for birds and sanctuary for young fish, in addition to providing public access and opportunities for environmental education.
23. The Trust Termination Parcel has been filled and reclaimed and is above the current mean high tide and is a minimum distance of \_\_\_ feet from the present location of the shoreline.
24. The Trust Termination Parcel is not necessary for public trust purposes of navigation, commerce and fisheries and the Public Trust Parcels to be acquired, because of its location and status as undeveloped open space, wetlands, and littoral habitat, can be used more effectively by TRUSTEE in furtherance of public trust purposes than the Trust Termination Parcel to be conveyed.
25. Pursuant to Public Resources Code section 21080.11 and the California Code of Regulations section 15282(f) this Agreement and the lease that is integral to this Agreement are exempt from the requirements of the California Environmental Quality Act as this is a settlement of the boundary and title problems. Pursuant to Government Code Section 66412(e), provisions of the Subdivision Map Act do not apply to agreements to which the California State Lands Commission is a party.
26. Upon the signing and recordation of this Agreement and all related documents by all necessary parties, the STATE will notify the California Coastal Commission that it no longer has any sovereign ownership interest in the Trust Termination Parcel and that as such, Special Condition #3 of Coastal Development Permit #6-06-154 has been met.

27. The City by approval of agenda item #XX, at its meeting of XXXXX, approved this Agreement.
28. The STATE, by approval of agenda item #XX, at its meeting of XXXXX, approved this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals, the terms set forth below and for valuable consideration, the receipt of which is hereby acknowledged, the Parties mutually agree to the following terms and conditions and to convey certain property rights as follows:

### I. **PROPERTY INTEREST EXCHANGE AND CONVEYANCES**

- A. **TRUSTEE to convey TRUST TERMINATION PARCEL to STATE.**  
In consideration of STATE'S cooperation and assistance in facilitating the exchange of properties of TRUSTEE with CITY and STATE and the lease to TRUSTEE of the properties acquired by STATE from CITY, TRUSTEE agrees to remise, release, and forever quitclaim all its right, title and interest, existing by virtue of the Granting Statutes, in the Trust Termination Parcel (in the form of the deed attached as Exhibit F) to STATE, excepting therefrom all mineral rights which will remain subject to the Granting Statutes.
- B. **CITY to convey PUBLIC TRUST PARCELS to STATE.**  
In consideration of the agreement by STATE to convey Trust Termination Parcel to CITY, as provided in paragraph 1. C. below, CITY agrees to convey all its right, title and interest in the Public Trust Parcels (in the form of the deed attached as Exhibit G) to STATE.
- C. **STATE to convey TRUST TERMINATION PARCEL to CITY.**  
In consideration of the agreement by CITY to convey to STATE all its right, title and interests in the Public Trust Parcels, as provided for in paragraph 1. B. above, STATE agrees to patent and convey to City all of the right, title and interest to be acquired pursuant to 1. A. above, free of the public trust for commerce, navigation and fisheries as provided for in paragraph II. C. below, in and to the Trust Termination Parcel (in the form of the deed attached as Exhibit H).
- D. **STATE to grant to TRUSTEE a Lease for PUBLIC TRUST PARCELS.**  
In consideration of the agreement by TRUSTEE to convey to STATE all its right, title and interests in the Trust Termination Parcel, as provided for in paragraph 1. B. above, STATE agrees to grant to TRUSTEE a 49-year lease with the STATE for the Public Trust Parcels acquired from CITY in a lease consistent with the form shown in Exhibit I, hereto.

- E. **STATE'S Agreement to Accept the Property Interests to be Conveyed as provided in Paragraphs 1.A.**  
STATE agrees to accept the property interests conveyed by TRUSTEE as provided for in Paragraph 1.A. above. Said acceptance shall be made by the execution and recordation of Certificate of Acceptance in the form of those attached as Exhibit J, hereto.
- F. **STATE'S Agreement to Accept the Property Interests to be Conveyed as provided in Paragraphs 1.B.**  
STATE agrees to accept the property interests conveyed by CITY as provided for in Paragraph 1.B. above. Said acceptance shall be made by the execution and recordation of Certificate of Acceptance in the form of those attached as Exhibit K, hereto.
- G. **CITY'S Agreement to Accept the Property Interests to be Conveyed as provided in Paragraphs 1.C.**  
CITY agrees to accept the property interests conveyed by STATE as provided for in Paragraph 1.C. above. Said acceptance shall be made by the execution and recordation of Certificate of Acceptance in the form of those attached as Exhibit L, hereto.
- H. **STATE and City to cooperate.**  
STATE and City shall expeditiously pursue obtaining the legislation necessary for STATE to transfer to TRUSTEE fee title, in trust, to the Public Trust Parcels.

II. **STATE LANDS COMMISSION FINDINGS.** State, by its approval and authorization of agenda item \_\_\_\_\_ at its meeting of \_\_\_\_\_, 2010, and authorization of the execution of this Agreement, pursuant to Public Resources Code section 6307 finds and declares the following, which findings and declarations II.A. through II.H. below, shall become effective only upon recordation as provided herein:

- A. The Public Trust Parcels provides significant benefits to the public trust by helping to preserve a tidal urban wetland, a use consistent with the common law Public Trust Doctrine.
- B. The exchange provided for in this Agreement does not substantially interfere with public rights of navigation and fishing, but rather will enhance the public's rights of access, fishing, and ecological preservation in the Public Trust Parcels.
- C. The monetary value of the Public Trust Parcels to be conveyed to the STATE by the CITY is equal to or greater than the value of the Trust Termination Parcel to be quitclaimed by the STATE to the CITY.
- D. The Trust Termination Parcel, consisting of 12.93 acres being relinquished by the STATE, is cut off from water access and no longer is in fact tidelands or submerged lands or navigable waterways, by virtue of being filled or reclaimed, and is relatively useless for public trust purposes.

- E. This Agreement is in the best interests of the state by expanding the total acreage of lands protected under public trust; removing a contested use of sovereign land at no expense to the state; and, enhancing protections of the Public Trust Parcel for preserving habitat and open space and other public trust consistent uses.
- F. This Agreement shall release any and all public trust claims from the Trust Termination Parcel that is being released by the STATE to the CITY and shall impose the public trust onto the Public Trust Parcels that is being received by the STATE from the CITY.
- G. The exchange provided for in this Agreement is to enhance public access to and along the water; and, to preserve, enhance and create wetlands, riparian or littoral habitat and open space.
- H. It is the intent of this Agreement, that to the extent that there are mineral rights present in either parcel, those rights shall be transferred with the corresponding surface estate.

### III. **ADDITIONAL PROVISIONS**

- A. **Acceptance of Conveyances and Consent to Recording.**  
By execution of this Agreement, STATE, TRUSTEE and CITY agree to accept the herein described conveyances of land and hereby consent to the recording of the conveyances and other documents executed pursuant to this Agreement.
- B. **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.
- C. **Execution before a Notary Public.**  
All signatures of the Parties to this Agreement and all documents executed pursuant to this Agreement, other than the Governor's signature that shall be attested to by the Secretary of State and the STATE'S Quitclaim and Trust Termination documents (Exhibit H) and the lease (Exhibit I) that shall be countersigned by the Executive Officer, shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed quitclaims and other documents to allow them to be recorded in the Office of the Recorder of San Diego County, California.
- D. **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 and as if all of the Parties to the aggregate counterparts had signed the same instrument.
- E. **CITY to Indemnify and Hold State and TRUSTEE Harmless.**

The CITY shall indemnify, defend and hold harmless the State, its officers, agencies, commissions, and employees and TRUSTEE from and against any and all claims, liability, losses, costs and expenses, including, without limitation, third party claims and claims by any governmental agency (other than the STATE) relating to the past, present or future presence of known or unknown hazardous materials located, or which may come to be located at, on, over, under, or flowing through the Public Trust Parcels, that may arise from this Agreement or the lands involved in this exchange.

**F. No Admission or Effect if Agreement Not Made Effective.**

In the event this 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 interest in the Subject Property.

**G. 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 the Subject Property.

**H. Riparian Rights.**

This Agreement is not intended and shall not operate to sever any riparian water rights enjoyed on such property which existed prior to this Agreement, it being the express intention of the CITY and the STATE that any and all such riparian rights which may exist shall be preserved.

**I. Impacts of Sea Level Rise.**

The boundaries established and conveyances made pursuant to this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction or submergence whether due to natural or artificial causes. However, should lands freed of the Public Trust become inundated from waters of or adjacent to Mission Bay, the Pacific Ocean or any other waters, whether due to either erosion or sea level rise that results in the land being submerged or subject to the ebb and flow of the tide below the elevation of mean high water, the lands for so long as such conditions exist will be subject to the Public Trust easement. The easement will be under the trusteeship of the TRUSTEE. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015.

Nothing in this Agreement obligates the STATE to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, neither the TRUSTEE nor the STATE shall in any manner be liable to the owners of upland properties within the Subject Area for failure to provide protection against sea level rise.

**J. Exemptions.**

This Exchange Agreement and the conveyances provided herein are exempt from 1) the Subdivision Map Act pursuant to Government Code Section 66412(e), 2) the California Environmental Quality Act pursuant to Public Resources Code Section 21080.11, 3) the California Coastal Act pursuant to Public Resources Code Section 30416(c), and 4) the Property Acquisition Law pursuant to Government Code Section 15853(c).

K. **Binding Agreement.**

All the terms, provisions, and conditions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

L. **Modification.**

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

M. **No Effect on Other Government Jurisdiction.**

This Agreement does not exempt the Parties from the regulatory, environmental, land use or other jurisdiction of any federal, state, local, or other government entity.

N. **Headings.**

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

O. **Effective Date.**

This Agreement becomes effective only after recordation in the Office of the Recorder, County of San Diego and the effective date shall be the date of the Governor's Signature.

P. **Allocation of Costs and Expenses.**

All expenses, fees, costs and expenses of any attorney, engineer or other person employed or retained by a party hereto in connection with the transaction underlying this Agreement shall be borne by that party, or as otherwise agreed to.

Q. **Title Insurance.**

The parties shall independently elect whether to obtain a policy of title insurance and shall each individually pay or cause to be paid the premiums and costs of any such title insurance policy for their respective interests.

R. **Notifications.**

All notices required or permitted to be given to a Party hereto by the provisions of this Agreement shall be deemed to have been given forty-eight (48) hours after such notice is deposited with the United States Postal Service, as registered or certified mail with postage thereon fully prepaid, addressed to such party at its address set forth below, addressed as above provided all charges thereon fully prepaid. Any notice given in any other fashion shall be deemed to have been given when actually received by the addresses. Any Party may change its address

by giving written notice to the other Party. The addresses of the Parties hereto are as follows:

California State Lands Commission  
100 Howe Avenue, 100 South  
Sacramento, CA 95825  
Attn: Chief Counsel

City of San Diego

#### IV. Exhibits.

All preliminary recitals of and exhibits to this Agreement (Exhibits A through L) are hereby incorporated by reference. The exhibits to this Agreement are as follows:

- A. Exhibit A - Land Description of Subject Property
- B. Exhibit B - Plat of Subject Property
- C. Exhibit C - Land Description of Public Trust Parcels (Famosa Slough Parcel)
- D. Exhibit D - Land Description of Trust Termination Parcel (Tennis Center Parcel)
- E. Exhibit E - Plat of Public Trust Parcels and Trust Termination Parcel
- F. Exhibit F - Form of Quitclaim Deed (Conveyance by TRUSTEE to STATE of Trust Termination Parcel)
- G. Exhibit G - Form of Quitclaim Deed (Conveyance by CITY to STATE of Public Trust Parcels)
- H. Exhibit H - Form of Quitclaim Deed (Conveyance by STATE to CITY of Trust Termination Parcel)
- I. Exhibit I - Form of Lease (Lease of the Public Trust Parcels to TRUSTEE)
- J. Exhibit J - Form of Certificate of Acceptance for STATE to Accept Trust Termination Parcel from TRUSTEE
- K. Exhibit K - Form of Certificate of Acceptance and Consent to Record (Acceptance by STATE of the Public Trust Parcels)
- L. Exhibit L - Form of Acceptance by the CITY

EXHIBIT C

9.1 Legal Description

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

PARCEL 1 OF PARCEL MAP NO. 12389 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 22, 1982.

PARCEL B:

THAT PORTION OF THE TIDELANDS AND SUBMERGED OR FILLED LANDS OF MISSION BAY - FORMERLY FALSE BAY - AND A PORTION OF THE PUEBLO LANDS OF SAN DIEGO, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870 A COPY OF WHICH WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY NOVEMBER 14, 1921 AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

ALL THAT PORTION OF PUEBLO LOT 212 OF THE PUEBLO LANDS OF SAN DIEGO ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH IS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, KNOWN AND REFERRED TO AS MISCELLANEOUS MAP NO. 36 TOGETHER WITH A PORTION OF LOT A OF LOMA ALTA 2 ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AUGUST 29, 1907, ALL BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PUEBLO LOT 206; THENCE NORTH 53°53'52" WEST A DISTANCE OF 15.01 FEET TO A POINT ON A 1061.90 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, A RADIAL TO SAID POINT BEARS NORTH 51°34'20" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'55" AN ARC LENGTH OF 5.53 FEET TO A POINT ALONG THE ARC OF SAID CURVE, A RADIAL OF WHICH BEARS NORTH 51°16'25" WEST; THENCE NORTH 21°14'13" WEST A DISTANCE OF 195.11 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 21°14'13" WEST A DISTANCE OF 33.98 FEET TO THE BEGINNING OF A 1509.09 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE CONTINUING NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°08'02" AN ARC LENGTH OF 187.90 FEET TO THE BEGINNING OF A COMPOUND 708.89 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°35'33" AN ARC LENGTH OF 254.78 FEET TO THE BEGINNING OF A COMPOUND 519.98 FOOT (520.00') RADIUS CURVE, CONCAVE SOUTHEASTERLY, SAID POINT AS SHOWN ON THAT CERTAIN CALIFORNIA DIVISION OF HIGHWAYS

STATE ROUTE MAP NO. 11-SD-109 DATED FEBRUARY 19, 1970 AND ON FILE IN THE OFFICE OF THE DIVISION OF HIGHWAYS; THENCE NORTHERLY ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $53^{\circ}37'48''$  AN ARC LENGTH OF 486.71 FEET (486.72') TO POINT OF NON-TANGENCY;

THENCE NORTH  $58^{\circ}45'29''$  EAST (NORTH  $59^{\circ}16'54''$  EAST) A DISTANCE OF 280.11 FEET TO A NON-TANGENT 1914.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THE RADIAL LINE TO SAID POINT BEARS NORTH  $30^{\circ}00'46''$  WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $281.15$  FEET TO AN INTERSECTION WITH A NON-TANGENT 340.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; A RADIAL LINE TO SAID POINT BEARS NORTH  $65^{\circ}14'37''$  EAST, SAID POINT AS SHOWN ON PARCEL MAP NO. 12389 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1982; THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID PARCEL MAP AND ALONG THE ARC OF SAID 340.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}53'35''$  ( $15^{\circ}52'45''$ ) AN ARC LENGTH OF 94.33 FEET (94.23'); THENCE SOUTH  $8^{\circ}51'48''$  EAST A DISTANCE OF 124.72 FEET (SOUTH  $8^{\circ}52'59''$  EAST 124.63') TO THE BEGINNING OF A 562.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $52^{\circ}12'50''$  ( $52^{\circ}13'52''$ ) AN ARC LENGTH OF 512.61 FEET (512.78') TO THE BEGINNING OF A COMPOUND 1100.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $27^{\circ}10'00''$  AN ARC LENGTH OF 521.56 FEET TO A POINT OF REVERSE CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $60^{\circ}54'10''$  ( $60^{\circ}55'30''$ ) AN ARC LENGTH OF 212.59 FEET (212.67') TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THAT PORTION OF SAID LAND LYING WITHIN THE NATURAL BOUNDARIES OF MISSION BAY - FORMERLY FALSE BAY - ALL THE DEPOSITS OF MINERALS, INCLUDING OIL AND GAS, TOGETHER WITH THE RIGHT TO PROSPECT FOR MINE, AND REMOVE SUCH DEPOSITS AND TO OCCUPY AND USE SO MUCH OF THE SURFACE AS MAY BE REQUIRED THEREFOR, AS RESERVED BY THE STATE OF CALIFORNIA IN AN ACT OF THE LEGISLATURE APPROVED APRIL 27, 1945, STATUTES OF CALIFORNIA, CHAPTER 142.

EXHIBIT "D"

PARCEL A:

THAT PORTION OF PUEBLO LOT 211 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, AND A PORTION OF BLOCK "D" OF LOMA ALTA NO. 2, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LOMA PALISADES UNIT NO. 3, ACCORDING TO MAP THEREOF NO. 3798, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 5, 1958, WITH THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD AS SAID INTERSECTION IS SHOWN ON SAID MAP NO. 3798; THENCE ALONG THE WESTERLY AND NORTHWESTERLY BOUNDARY OF SAID MAP NO. 3798 AS FOLLOWS: SOUTH  $06^{\circ}11'20''$  EAST, 710.65 FEET; AND SOUTH  $36^{\circ}09'50''$  WEST, 495.24 FEET TO AN ANGLE POINT THEREIN; BEING ALSO A POINT IN THE SOUTHEASTERLY LINE OF SAID BLOCK "D" OF SAID LOMA ALTA NO. 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK "D" AND THE SOUTHWESTERLY PROLONGATION THEREOF, SOUTH  $36^{\circ}09'50''$  WEST, 689.91 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID BLOCK "D"; THENCE ALONG THE BOUNDARY OF SAID BLOCK "D" AS FOLLOWS: NORTH  $53^{\circ}50'00''$  WEST, 86.60 FEET TO AN ANGLE POINT THEREIN; AND NORTH  $00^{\circ}49'00''$  EAST, 1547.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD; THENCE ALONG SAID SOUTHERLY LINE AS FOLLOWS: NORTH  $84^{\circ}54'00''$  EAST, 664.47 FEET TO THE WESTERLY TERMINUS OF A CURVE THEREIN HAVING A RADIUS OF 1950.00 FEET AS SHOWN ON SAID MAP NO. 3798; AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $00^{\circ}12'08''$ , A DISTANCE OF 13.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE-DESCRIBED PARCEL, LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT POINT "A"; AS HEREAFTER SHOWN IN PARCEL B; THENCE SOUTH  $84^{\circ}54'00''$  WEST, 606.98 FEET; THENCE NORTH  $05^{\circ}16'00''$  WEST, 433.13 FEET TO THE POINT OF TERMINUS BEING ON THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD.

PARCEL B:

THAT PORTION OF PUEBLO LOT 211 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH SAID MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND IS KNOWN AS MISCELLANEOUS MAP NO. 36, AND A PORTION OF BLOCK "D" OF LOMA ALTA NO. 2, ACCORDING TO MAP THEREOF NO. 1082, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LOMA PALISADES UNIT NO. 3, ACCORDING TO MAP THEREOF NO. 3748, FILED IN THE OFFICE OF COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 5, 1958, WITH THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD AS SAID INTERSECTION IS SHOWN ON SAID MAP NO. 3798 AS FOLLOWS: SOUTH  $06^{\circ}11'20''$  EAST, 433.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING ALONG SAID BOUNDARY OF SAID MAP NO. 3798, SOUTH  $06^{\circ}11'20''$  EAST, 277.36 FEET AND SOUTH  $36^{\circ}09'50''$  WEST, 495.24 FEET TO AN ANGLE POINT THEREIN; BEING ALSO A POINT IN THE SOUTHEASTERLY LINE OF SAID BLOCK "D" OF SAID LOMA ALTA NO. 2; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK "D" AND THE SOUTHWESTERLY PROLONGATION THEREOF, SOUTH  $36^{\circ}09'50''$  WEST, 689.91 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID BLOCK "D"; THENCE ALONG THE BOUNDARY OF SAID BLOCK "D" AS FOLLOWS: THENCE NORTH  $53^{\circ}50'00''$  WEST, 86.60 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH  $00^{\circ}49'00''$  EAST, 1,547.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID WEST POINT LOMA BOULEVARD; THENCE ALONG SAID SOUTHERLY LINE AS FOLLOWS: NORTH  $84^{\circ}54'00''$  EAST, 664.47 FEET TO THE WESTERLY TERMINUS OF A CURVE THEREIN HAVING A RADIUS OF 1,950.00 FEET AS SHOWN ON SAID MAP NO. 3798, AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $0^{\circ}23'09''$  (RECORD,  $00^{\circ}12'08''$  PER DEED RECORDED DECEMBER 11, 1968 AS FILE NO. 229499 OF OFFICIAL RECORDS, A DISTANCE OF 13.13 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE-DESCRIBED PARCEL LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT SAID POINT "A"; THENCE SOUTH  $84^{\circ}54'00''$  WEST, 606.98 FEET; THENCE NORTH  $05^{\circ}16'00''$  WEST, 433.13 FEET TO THE POINT OF TERMINUS BEING ON THE SOUTHERLY LINE OF WEST POINT LOMA BOULEVARD.

EXHIBIT "E"

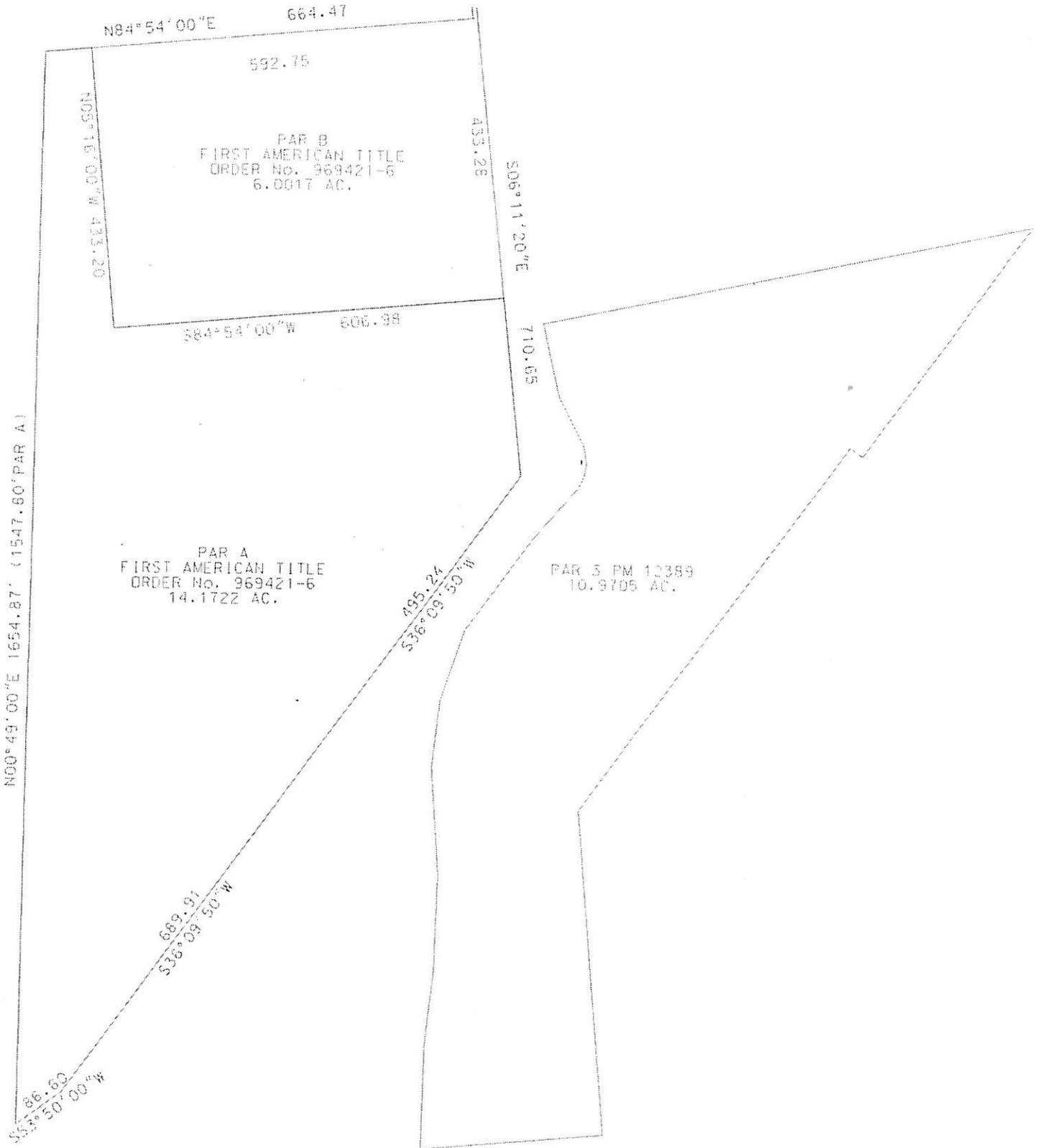
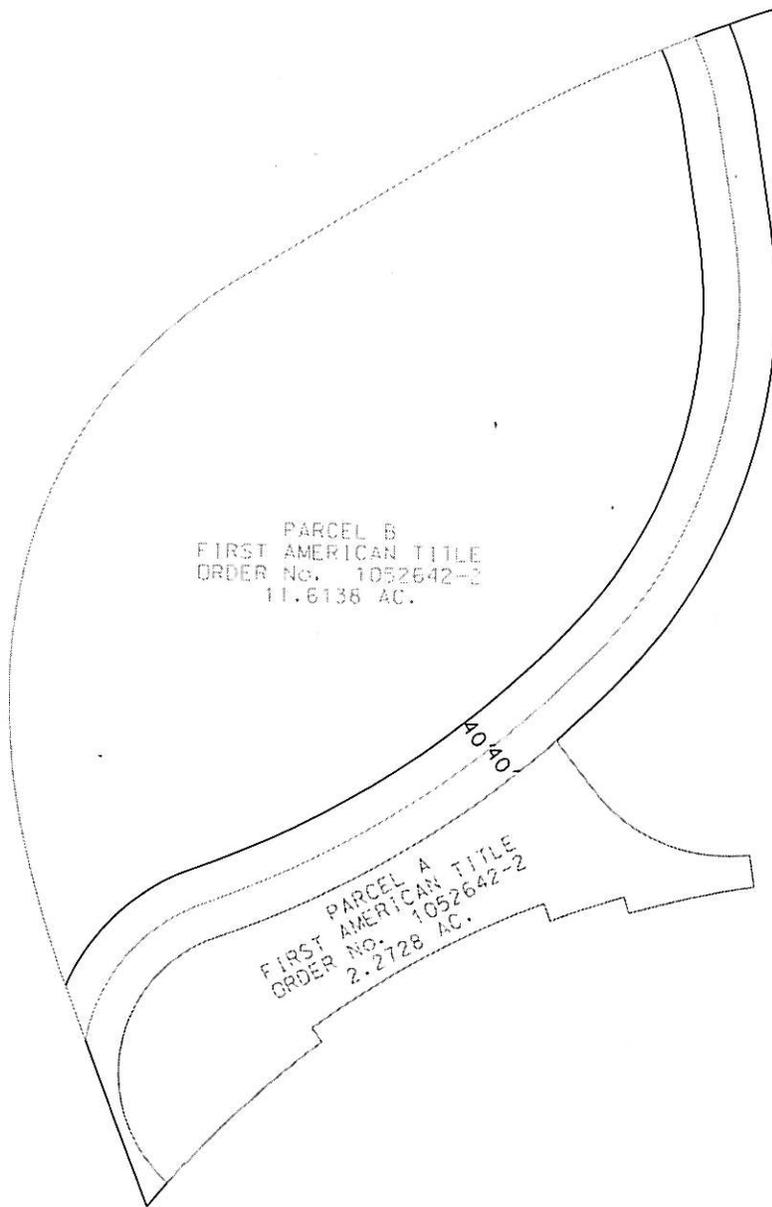


EXHIBIT "E"



PARCEL B  
FIRST AMERICAN TITLE  
ORDER NO. 1052642-2  
11.6136 AC.

PARCEL A  
FIRST AMERICAN TITLE  
ORDER NO. 1052642-2  
2.2728 AC.

40.40

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Jessica Rader, Legal Department

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C. AD

QUITCLAIM DEED

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_ and the City of San Diego, at its public meeting in San Diego, California on \_\_\_\_\_, approved by Resolution No. \_\_, which authorized a land exchange agreement between the City of San Diego, a municipality, the City of San Diego, as trustee pursuant to *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, it is the intent of the City of San Diego, as municipality, to remise, release, and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in all three PUBLIC TRUST PARCELS as more particularly described and depicted in Exhibits A-1 AND A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the Executive Officer of its State Lands Commission, to accept the quitclaim of the City of San Diego, as municipality, for the PUBLIC TRUST PARCELS; and

WHEREAS, the State, acting by and through the State Lands Commission, authorized the issuance of a 49-year lease or sooner terminated if the Chapter 142 of the Statutes of 1945 is amended to include the PUBLIC TRUST PARCELS in the City's trust grant, any right, title and interest it has in and to the PUBLIC TRUST PARCELS, including all public trust interests to the City of San Diego, as trustee; and

WHEREAS, it is the intent of the City of San Diego, as trustee, to remise, release, and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in the TRUST TERMINATION PARCEL as more particularly described and depicted in Exhibits B-1 AND B-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the Executive Officer of its State Lands Commission, to accept the quitclaim of the City of San Diego, as trustee, for the TRUST TERMINATION PARCEL; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to remise, release and forever quitclaim to the City of San Diego, as a municipality, all its right, title and interest in the TRUST TERMINATION PARCEL and to terminate any public trust interests in the TRUST TERMINATION PARCEL after the City of San Diego, as trustee, has quitclaimed all the right, title and interest in said property and the State, acting by and through the State Lands Commission, has accepted said property.

Now, THEREFORE,

The City of San Diego, as trustee pursuant to *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, does hereby REMISE, RELEASE and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the TRUST TERMINATION PARCEL, as described above.

**[Insert Signature Information for City]**

[Remainder of page intentionally left blank]

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Jessica Rader, Legal Department

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C. AD

QUITCLAIM DEED

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_ and the City of San Diego, at its public meeting in San Diego, California on \_\_\_\_\_, approved by Resolution No. \_\_, which authorized a land exchange agreement between the City of San Diego, a municipality, the City of San Diego, as trustee pursuant to *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, it is the intent of the City of San Diego, as municipality, to remise, release, and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in all three PUBLIC TRUST PARCELS as more particularly described and depicted in Exhibits A-1 AND A-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the Executive Officer of its State Lands Commission, to accept the quitclaim of the City of San Diego, as municipality, for the PUBLIC TRUST PARCELS; and

WHEREAS, the State, acting by and through the State Lands Commission, authorized the issuance of a 49-year lease or sooner terminated if the Chapter 142 of the Statutes of 1945 is amended to include the PUBLIC TRUST PARCELS in the City's trust grant, any right, title and interest it has in and to the PUBLIC TRUST PARCELS, including all public trust interests to the City of San Diego, as trustee; and

WHEREAS, it is the intent of the City of San Diego, as trustee, to remise, release, and forever quitclaim to the State, acting by and through the State Lands Commission, all the right, title, and interest in the TRUST TERMINATION PARCEL as more particularly described and depicted in Exhibits B-1 AND B-2, attached hereto; and

WHEREAS, it is the intent of the State, acting by and through the Executive Officer of its State Lands Commission, to accept the quitclaim of the City of San Diego, as trustee, for the TRUST TERMINATION PARCEL; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to remise, release and forever quitclaim to the City of San Diego, as a municipality, all its right, title and interest in the TRUST TERMINATION PARCEL and to terminate any public trust interests in the TRUST TERMINATION PARCEL after the City of San Diego, as trustee, has quitclaimed all the right, title and interest in said property and the State, acting by and through the State Lands Commission, has accepted said property.

Now, THEREFORE,

The City of San Diego, as municipality, does hereby REMISE, RELEASE and FOREVER quitclaim to the State, acting by and through the State Lands Commission, all its right, title, and interest in the PUBLIC TRUST PARCELS, as described above.

**[Insert Signature Information for City]**

[Remainder of page intentionally left blank]

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Jessica Rader, Legal Department

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C. AD

STATE OF CALIFORNIA  
QUITCLAIM DEED AND TRUST TERMINATION

WHEREAS, the State Lands Commission, at its public meeting in \_\_\_\_ California on \_\_\_\_\_, approved Minute Item No. \_\_\_\_ and the City of San Diego, at its public meeting in San Diego, California on \_\_\_\_\_, approved by Resolution No. \_\_\_\_, which authorized a land exchange agreement between the City of San Diego, a municipality, the City of San Diego, as trustee pursuant to *inter alia*, Chapter 142 of the Statutes of 1945, as amended by Chapter 1455, Statutes of 1955, and the State of California ("State"), acting by and through the State Lands Commission, pursuant to Public Resources Code section 6307; and

WHEREAS, the City of San Diego, as a municipality, has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all the right, title, and interest in all three PUBLIC TRUST PARCELS as more particularly described and depicted in Exhibits A-1 AND A-2, attached hereto; and

WHEREAS, the State, acting by and through the Executive Officer of its State Lands Commission, has accepted the quitclaim of the City of San Diego, as municipality, for the PUBLIC TRUST PARCELS; and

WHEREAS, the State, acting by and through the State Lands Commission, authorized the issuance of a 49-year lease or sooner terminated if the Chapter 142 of the Statutes of 1945 is amended to include the PUBLIC TRUST PARCELS in the City's trust grant, any right, title and interest it has in and to the PUBLIC TRUST PARCELS, including all public trust interests to the City of San Diego, as trustee; and

WHEREAS, the City of San Diego, as trustee, has remised, released, and forever quitclaimed to the State, acting by and through the State Lands Commission, all the right, title, and interest in the TRUST TERMINATION PARCEL as more particularly described and depicted in Exhibits B-1 AND B-2, attached hereto; and

WHEREAS, the State, acting by and through the Executive Officer of its State Lands Commission, has accepted the quitclaim of the City of San Diego, as trustee, for the TRUST TERMINATION PARCEL; and

WHEREAS, it is the intent of the State, acting by and through the State Lands Commission, to remise, release and forever quitclaim to the City of San Diego, as a municipality, all its right, title and interest in the TRUST TERMINATION PARCEL, including all public trust interests.

Now, THEREFORE,

The State, acting by and through the State Lands Commission, does hereby REMISE, RELEASE and FOREVER quitclaim to the City of San Diego, as a municipality, all its right, title, and interest in the TRUST TERMINATION PARCEL. This quitclaim is intended to and does terminate any and all public trust interests of the State in the TRUST TERMINATION PARCEL.

[Remainder of page intentionally left blank]

**EXHIBIT "I"**

**LEASE OF PUBLIC TRUST PARCELS**

RECORDED AT THE REQUEST OF  
AND WHEN REORDER MAIL TO:  
STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS COMMISSION  
ATTN: TITLE UNIT  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202

**STATE OF CALIFORNIA  
OFFICIAL BUSINESS**

APN

*SPACE ABOVE THIS LINE FOR RECORDER'S USE*  
**NO DOCUMENTARY TAX DUE - R & T 11922 (amended)**

**LEASE PRC**

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions (Amending or Supplementing Section 1 or 4)
Section 3	Description of Lease Premises
Section 4	General Provisions

---

**SECTION 1**

**BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and title 2, Division 3 of the California Code of Regulations, and for consideration specified in the Lease, does hereby lease, demise and let to the **CITY OF SAN DIEGO**, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

**MAILING ADDRESS:** City of San Diego  
Real Estate Assets Department  
1200 Third Ave., Suite 1700  
San Diego, CA 92101

**LEASE TYPE:** General Lease - Public Agency Use

**LAND TYPE:** Public Trust Land

**LOCATION:** South of and adjacent to Interstate 8, Interstate 5 to the East, Nimitz Boulevard to the West, and Rosecrans Street to the South, as more particularly described in Section 3.

**LAND USE OR PURPOSE:** Open Space and wetland restoration and maintenance.

**TERM:** 49 years; beginning \_\_\_\_\_ ending \_\_\_\_\_, unless sooner terminated as provided under this Lease.

**AUTHORIZED IMPROVEMENTS:**

**EXISTING:** Open Space, Public Access Trail and Parking area

**TO BE CONSTRUCTED:** N/A

**CONSTRUCION MUST BEGIN BY:** N/A

**AND BE COMPLETED:** N/A

**LIABILITY INSURANCE:** N/A

**SURETY BOND OR OTHER SECURITY:** N/A

**SECTION 2  
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,  
REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. It is understood that this Lease is being issued pursuant to a Compromise Title Settlement Agreement between the Lessee and the Lessor.
2. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and shall not include any equipment that may cause damage to the Lease Premises.
3. Lessor is not responsible for any damage to any property, including any vehicles, equipment, tools, or machinery within the Lease Premises.
4. No nonemergency refueling, maintenance, or repairs to any equipment or vehicles will be permitted within the Lease Premises, except for maintenance and repair of equipment at the existing recycling facility that cannot feasibly be moved out of the area.

5. All trail construction activities shall be carried out in accordance with all applicable safety regulations, permits, and conditions of all other agencies.
6. Lessee agrees that printed material, such as handouts and signs or other types of printed notices installed to provide notification of the public use and benefit of the project as set forth herein shall contain and reasonably display a statement acknowledging the California State Lands Commission as having contributed lands for the project. The statement may read as follows: "A portion of the land required for the Public Access Trail was contributed by the California State Lands Commission."
7. Lessee acknowledge and agree:
  - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to, waves, storm waves, tsunamis, earthquakes, flooding and erosion.
  - b. To assume the risks of injury and damage to Lessee, its agents, employees, contractors, permittees, invitees and guests and the Leased Lands from such hazards in connection with the development and use of the Leased Lands subject to any Coastal Development Permit.
  - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury and/or damage from such hazards to Lessee, its agents, employees, contractors, permittees, invitees and guests.
  - d. To indemnify, hold harmless and, at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims demands, damages, injuries, or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any Coastal Development Permit involving the Leased Lands, except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.
8. The provisions of Section 4, Paragraph 2 ( Consideration), Paragraph 4(a) ( Land Use general), 8 (Insurance), 9 (Surety Bond), and 12 (Restoration of Lease Premises) are not applicable to this Lease.
9. So long as Lessee maintains the Lease Premises for the land use or purpose authorized herein, no rent will be charged.
10. It is understood that some of the provisions of Section 1 and Sections 1 and 4 have been modified or deleted, as appropriate.

In the event of any conflict between the provisions of Section 2 and Section 1 and 4 of this Lease, the provisions of Section 2 shall prevail.

### SECTION 3

#### DESCRIPTION OF LEASE PREMISES

STATE OF CALIFORNIA – STATE LANDS COMMISSION

LEASE NO. PRC \_\_\_\_\_

This Lease shall become effective only when approved by and executed on behalf of the State lands commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of the Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date hereafter affixed.

**LESSEE:**

City of San Diego

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSOR:**

**STATE OF CALIFORNIA  
STATE LANDS COMMISSION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT  
REQUIRED**

This Lease was authorized by the  
California State Lands Commission on

\_\_\_\_\_  
(Month Day Year)

**EXHIBIT "J"**

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Jessica Rader, Legal Department

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C. AD

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
**TRUST TERMINATION PARCEL**  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the City of San Diego, as trustee, a Quitclaim Deed dated \_\_\_\_\_, of which a true and correct copy is attached hereto as Exhibit 1, of all of the right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA 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 San Diego County.

The said interests in real property are accepted by the STATE OF CALIFORNIA, as real property.

[Remainder of page intentionally left blank]

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

STATE OF CALIFORNIA  
State Lands Commission  
100 Howe Avenue, Suite 100-South  
Sacramento, CA 95825-8202  
Attn: Jessica Rader, Legal Department

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.  
S.L.C. AD

**CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDING**  
**PUBLIC TRUST PARCELS**  
Government Code 27281

This is to certify that the STATE OF CALIFORNIA, acting by and through the CALIFORNIA STATE LANDS COMMISSION, an agency of the STATE OF CALIFORNIA, hereby accepts from the City of San Diego, as municipality, a Quitclaim Deed dated \_\_\_\_\_, of which a true and correct copy is attached hereto as Exhibit 1, of all of the right, title and interest in real property described therein.

The STATE OF CALIFORNIA, acting by and through the CALIFORNIA 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 San Diego 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.

[Remainder of page intentionally left blank]