

**Meeting Date:** 6/20/2016

**Report Type:** Consent

**Report ID:** 2016-00450

Oversight Board for  
Redevelopment Agency  
Successor Agency  
Report

915 I Street, 1<sup>st</sup> Floor  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Title:** Boundary Line Agreement with the California State Lands Commission for the Docks Area

**Location:** Citywide

**Recommendation:** Pass a Resolution approving the Boundary Line Agreement with the California State Lands Commission and the City of Sacramento for the Docks Area.

**Contact:** Leslie Fritzsche, Senior Project Manager and RASA Staff, (916) 808-7223, Economic Development Department

**Presenter:** None

**Department:** Economic Development Dept

**Division:** Citywide Development

**Dept ID:** 18001031

**Attachments:**

1-Description/Analysis

2-Resolution

3-Exhibit A

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### **City Attorney Review**

Approved as to Form  
Sheryl Patterson  
4/13/2016 12:08:15 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Leslie Fritzsche - 4/12/2016 11:26:47 AM

## Description/Analysis

**Issue Detail:** The Redevelopment Agency Successor Agency, the City of Sacramento, California State Parks own several parcels along the Sacramento River south of the Tower Bridge in the area known as the Docks area. City staff have been working in this area for many years and in 2009, City Council approved a Specific Plan for the Docks as a step towards the region's transformation from an under-utilized asset to a mixed-use neighborhood. Unfortunately, there is not an established western boundary to many of these parcels since they are along the riverfront.

The State, upon being admitted to the Union on September 9, 1850, and by virtue of its sovereignty, received fee title to all lands lying within its navigable tidal waterways up to their ordinary high water mark (OHWM) and it claims fee title to the bed of the Sacramento River up to the OHWM. The City and RASA, on the other hand, hold record title to various parcels of land some of which have deeds calling to the low water line of the Sacramento River.

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

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

Despite these efforts there is still uncertainty where the OHWM of the Sacramento River in its last natural condition intersected The Docks because of the construction of levees, other artificial improvements such as docks and outfalls, regulated river flows, and the effects of accretion, erosion, dredging, and flooding.

The proposed Boundary Line Agreement (included in substantially final form as Exhibit A to the Resolution) would alleviate that uncertainty.

**Policy Considerations:** The completion of the Boundary Line Agreement and the establishment of the property line in the Docks area, is in keeping with the development goals included in the Docks Area Specific Plan and the 2030 General Plan.

**Economic Impacts:** The action recommended in this report does not have any direct economic impact but is designed to aid in the development and future investment in the Docks area.

**Environmental Considerations:** The recommendations are administrative, organizational, and fiscal matters. Such matters do not constitute a "project" and are therefore exempt from the California Environmental Quality Act (CEQA) according to Section 15378(b)(2), (4) and (5) of the CEQA Guidelines.

**Sustainability:** The establishment of the boundary line for these properties will aid in the development of the area by ensuring the property holdings of the parties are clearly defined

and jurisdiction over the property clear. This will further the chances for infill development within this important riverfront area.

**Commission/Committee Action:** None

**Rationale for Recommendation:**

The proposed Boundary Line Agreement is the recommended approach to alleviate the uncertainty related to property lines and boundaries for the Docks area parcels. This is a preferred alternative to a judicial resolution which would require costly and protracted litigation with uncertain results if the controversy could not be resolved by settlement.

Staff representing the various agencies and parties agree that the more expedient approach is to resolve this title dispute by agreement, thereby permanently fixing, establishing and forever setting to rest any and all questions relating to the boundaries and respective property rights of the affected parties.

**Financial Considerations:** There are no financial implications to the action proposed in this report.

**Local Business Enterprise (LBE):** Not Applicable

**RESOLUTION NO. 2016-**

Adopted by

Oversight Board for  
Redevelopment Agency Successor Agency

**APPROVING THE BOUNDARY LINE AGREEMENT FOR THE DOCKS AREA**

**BACKGROUND**

- A. The State of California, the City of Sacramento and the Redevelopment Agency Successor Agency own property along the Sacramento River in an area known as the Docks area.
- B. The property lines on the river side of these parcels is unclear and historical records do not provide sufficient guidance to determine the boundary lines.
- C. To clarify the ambiguity and to settle for all future generations the location of the property lines, a boundary line agreement is proposed to be entered into between the State Land Commission as agent for the State, the City and the Redevelopment Agency Successor Agency.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE OVERSIGHT BOARD FOR THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY RESOLVES AS FOLLOWS:**

Section 1. The Boundary Line Agreement between the California State Lands Commission, the City of Sacramento, and the Redevelopment Agency Successor Agency, for the Docks Area along the Sacramento River, as attached in substantially final form is approved.

Table of Contents:

Exhibit A. Boundary Line Agreement for the Docks Area

Adopted by the Oversight Board for Redevelopment Agency Successor Agency on April 18, 2016 by the following vote:

Yes:

Noes:

Abstain:

Absent:

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Chair, Jay Schenirer

Attest:

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Shirley Concolino,  
Redevelopment Agency Successor Agency Clerk

RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:  
STATE OF CALIFORNIA  
STATE LANDS COMMISSION  
100 HOWE AVE., SUITE 100S  
SACRAMENTO, CA 95825

ATTN: JAMES R. FREY,  
STAFF ATTORNEY  
(916) 574-1829 / freyj@slc.ca.gov

**STATE OF CALIFORNIA -  
OFFICIAL BUSINESS - DOCUMENT**  
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GOVERNMENT CODE SECTION  
27383  
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S.L.C. W 26265 / AD \_\_\_\_

Above Space For Recorder's Use

**APNs: 006-0241-007;  
009-0012-002, 005, 022, 050, 051, 067, 068, 075;  
009-0102-012, 013;  
009-0164-016**

**INSTRUCTIONS TO THE COUNTY RECORDER OF SACRAMENTO COUNTY**

**BOUNDARY LINE AGREEMENT BETWEEN THE CALIFORNIA STATE LANDS  
COMMISSION AND THE CITY OF SACRAMENTO, A MUNICIPAL CORPORATION,  
AND THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY (FOR THE  
DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO), AN  
ENTITY CREATED BY STATUTE, TO ESTABLISH AN AGREED COMMON  
BOUNDARY LINE BETWEEN CITY OWNED PROPERTIES, REDEVELOPMENT  
AGENCY SUCCESSOR AGENCY OWNED PROPERTIES, AND STATE SOVEREIGN  
LANDS IN AND ALONG THE SACRAMENTO RIVER IN SACRAMENTO,  
SACRAMENTO COUNTY**

The attached document entitled "Boundary Line Agreement between the California State Lands Commission and the City of Sacramento, a Municipal Corporation, and the Redevelopment Agency Successor Agency (for the dissolved Redevelopment Agency of the City of Sacramento), an entity created by statute, to Establish an Agreed Common Boundary Line between City Owned Properties, Redevelopment Agency Successor Agency Owned Properties, and State Sovereign Lands in and along the Sacramento River in Sacramento, Sacramento County" (hereafter Agreement) operates to establish an Agreed Common Boundary Line between lands of the State of California (State), the City of Sacramento (City) and the Redevelopment Agency Successor Agency (RASA), which requires the relinquishment by the State of its interests in the property of the City and RASA; and the relinquishment by City and RASA of their interests in the property of

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the State. The Agreement is being effectuated by the establishment of the common boundary line by the following conveyances of property interests:

- (1) On Page 5, Paragraph 2.a of the Agreement a quitclaim of certain real property interests by the City to State;
- (2) On Page 6, Paragraph 2.b of the Agreement a quitclaim of certain real property interests by the RASA to State;
- (3) On Page 6, Paragraph 2.c of the Agreement a quitclaim of certain real property interests by the State to City; and
- (4) On Page 6, Paragraph 2.d of the Agreement a quitclaim of certain real property interests by the State to RASA; all involving lands in Sacramento County.

Therefore, please index this document as follows:

<u>Grantor</u>	<u>Grantee</u>	<u>Agreement Paragraph Containing Real Property Conveyances</u>
City of Sacramento	State of California	Page 5, Paragraph 2.a involving lands described in Exhibit F – Description of State River Parcel Post-Agreement
Redevelopment Agency Successor Agency	State of California	Page 6, Paragraph 2.b involving lands described in Exhibit F – State River Parcel Post-Agreement
State of California	City of Sacramento	Page 6, Paragraph 2.c involving lands described in Exhibit G – Description of City Owned Lands Post-Agreement
State of California	Redevelopment Agency Successor Agency	Page 6, Paragraph 2.d involving lands described in Exhibit H – Description of RASA Owned Lands Post-Agreement

Note: The Acceptances and Consent to Recording of each of the Parties are attached to the Agreement.

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**The conveyances provided herein are made for the purposes of perfecting title to land and involve transfers between governmental entities, and accordingly, for tax assessment purposes, do not involve a change of ownership pursuant to California Revenue and Taxation Code Section 62 (b) and are exempt from taxation under section 3.16.040 of the Sacramento City Code.**

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Recorded at the request of  
and when recorded mail to:

State of California  
State Lands Commission  
100 Howe Ave., Suite 100s  
Sacramento, Ca 95825

Attn: James R. Frey, Staff Attorney  
(916) 574-1829  
Jim.Frey@slc.ca.gov

**State Of California - Official  
Business** - Document Entitled To  
Free Recordation Pursuant To  
Government Code Section 27383  
No Tax Due

S.L.C. W 26265 / AD \_\_\_\_

Above Space For Recorder's Use

**APNs: 006-0241-007;  
009-0012-002, 005, 022, 050, 051, 067, 068, 075;  
009-0102-012, 013;  
009-0164-016**

**BOUNDARY LINE AGREEMENT BETWEEN THE CALIFORNIA STATE LANDS  
COMMISSION AND THE CITY OF SACRAMENTO, A MUNICIPAL CORPORATION,  
AND THE REDEVELOPMENT AGENCY SUCCESSOR AGENCY (FOR THE  
DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO), AN  
ENTITY CREATED BY STATUTE, TO ESTABLISH AN AGREED COMMON  
BOUNDARY LINE BETWEEN CITY OWNED PROPERTIES, REDEVELOPMENT  
AGENCY SUCCESSOR AGENCY OWNED PROPERTIES, AND STATE SOVEREIGN  
LANDS IN AND ALONG THE SACRAMENTO RIVER IN SACRAMENTO,  
SACRAMENTO COUNTY**

This Agreement is made and entered into by and between the State of California (State), acting by and through the California State Lands Commission (CSLC), and the City of Sacramento (City), a municipal corporation, and the Redevelopment Agency Successor Agency (RASA) for the dissolved Redevelopment Agency of the City of Sacramento, an entity created by ABx126 (Chapter 5, Statutes of 2011), collectively referred to as the Parties or in the singular as Party, as the context requires.

**RECITALS**

A. This Agreement concerns parcels of land in the present bed of the

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Sacramento River owned by State and administered by the CSLC and lands owned by City and RASA on the River's east (left) bank within an area bounded by Q Street on the North, the center line of the Sacramento River on the West, Pioneer Bridge on the South and Interstate 5 on the East within the corporate limits of the City of Sacramento in Sacramento County, all of which are depicted, for reference purposes only, in Exhibit A to this Agreement and referred to herein as the "Subject Property". The Subject Property does not include lands owned by the Sacramento Municipal Utility District, PG&E Corporation or any of its subsidiaries, or the State of California (other than those lands administered by the California State Lands Commission specifically described in this Agreement), including lands owned by the California Department of Parks and Recreation.

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

C. The Sacramento River was and is a navigable tidal waterway, subject to the public trust for commerce, navigation, fisheries, recreation, conservation of natural resources and other recognized public trust purposes. This Agreement concerns only that portion of the Sacramento River land claimed by the State and described in Exhibit B and referred to herein as the "State River Parcel Pre-Agreement".

D. Rancho New Helvetia (Rancho), which was confirmed to John Sutter by the United States Supreme Court on February 14, 1859 (c.f. 62 U.S. 119, 21 Howard 170), is located on the east (left) bank of the Sacramento River. The City and RASA lands are located within the Rancho's described boundaries. A plotting of the westerly boundary of Lot 1 by A. W. von Schmidt in 1859 places that boundary within the existing bed of the Sacramento River.

E. Through mesne conveyances, City and RASA hold record title to various parcels of land within the Subject Property. The City's parcels include Assessor Parcel Numbers 006-0241-007; 009-0012-005, 075; 009-0102-012, 013; and 009-0164-016. The RASA's parcels include Assessor Parcel Numbers 009-0012-002, 022, 050, 051, 067, and 068. The City's parcels and RASA's parcels, respectively, are hereafter referred to as "City Lands" and "RASA Lands" Pre-Agreement and are more fully described in Exhibits C and D, respectively. Some of these parcels have deeds with legal descriptions that extend to the low water line of the Sacramento River, which encompasses State lands administered by CSLC.

F. At some time after 1850 and before 1900, levees were constructed along

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the east (left) bank of the Sacramento River and have been maintained and improved continuously since then. Accurate maps and descriptions showing the location of the levees relative to the Sacramento River and the OHWM prior to 1900 cannot be found despite the best efforts of the Parties. At various times since 1850, the City Lands and RASA Lands and the reach of the Sacramento River adjacent to them have been subject to flooding, accretion, erosion, avulsion, filling, the construction of levees, docks, outfalls, dredging and regulated flows.

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

H. City, RASA and CSLC agree that the State of California has no sovereign property interest within lands comprising the historic Rancho New Helvetia as confirmed by the Supreme Court within the Subject Property; that City and RASA have no interest in the bed of the Sacramento River below the OHWM in its last natural location; and that the property boundary between the interests of City and RASA and the State of California is the OHWM in its last natural location. However City, RASA and CSLC are uncertain and dispute where the OHWM of the Sacramento River in its last natural location intersected the City Lands and RASA Lands because of the construction of levees, other artificial improvements such as docks and outfalls, regulated river flows, and the effects of accretion, erosion, dredging, and flooding.

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

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

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

L. The CSLC, acting on behalf of the State of California, is authorized under Division 6 of the Public Resources Code to enter into title settlement agreements and to establish by agreement the legal boundaries of the swamp, overflowed, marsh, tide or submerged lands of this State, whenever it is deemed expedient or necessary.

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M. City and RASA represent that they have authority to settle their claims through the execution of the Agreement.

N. Pursuant to Government Code section 66412(e), provisions of the Subdivision Map Act do not apply to title settlement agreements to which the CSLC is a Party.

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

P. This Agreement provides for the establishment and location of a permanently fixed boundary line (Exhibit E) separating the property interests of City and RASA in the uplands (Exhibits G and H – respectively City and RASA Owned Lands Post-Agreement) from those of the State (Exhibit F – referred to herein as “State River Parcel Post Agreement”) in and along the Sacramento River. The ownership configuration of the State, City and RASA lands within the Subject Property resulting from this Agreement is shown on Exhibit J attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms contained in the Agreement, the Parties mutually agree, and respectively convey, certain property rights as follows:

## **AGREEMENT**

This Agreement is to settle the dispute regarding State, City and RASA title to lands within the Subject Property and permanently fix the location of the Agreed Common Boundary Line (Exhibit E) between the “State River Parcel-Post Agreement” referenced herein as described in attached Exhibit F and City and RASA Owned Lands Post-Agreement as described in attached Exhibits G and H, respectively.

### **1. Establishment and Location of Agreed Common Boundary Line:**

- a. Recognizing that the State has no interest within historic Rancho New Helvetia within the Subject Property as confirmed by the Supreme Court; that the City and RASA have no interest in the current bed of the Sacramento River below the OHWM; that the primary purpose of this Agreement is to establish and fix the location of the current ordinary high water mark; and in order to effectuate the intent of this Agreement, the Parties hereto agree that the location of the Agreed Common Boundary Line, i.e. the current ordinary high water mark, (hereinafter the “Boundary Line”) is hereby established as that certain fixed line more particularly

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described in Exhibit E, attached hereto and incorporated herein by this reference. The Boundary Line described in Exhibit E extends from a point approximately at the north line of "Q" Street south to a point approximately at the north line of Pioneer Bridge. The Parties agree that the described Boundary Line shall be immediately effective upon recording of this Agreement only as to the lands described in Exhibits F, G and H attached hereto. The Parties further agree that the Boundary Line crosses parcels of land not presently owned by the City or RASA or parcels owned by the State and not administered by the CSLC and that this Paragraph 1 and its subparagraphs shall not become effective as a property line until such time that City or RASA acquires title to any of such parcels and the Parties exchange and record quitclaims as set forth in Paragraph 3, subparagraph I "Additional Lands" below.

- b.** The herein agreed to location of the Boundary Line shall hereafter be the boundary between the State River Parcel-Post Agreement described in Exhibit F attached hereto and the City and RASA Owned Lands Post-Agreement to be quitclaimed by State as described in Exhibits G and H, respectively, as attached hereto. It is the intent of the Parties that, after the execution and recordation of this Agreement and, subject to Paragraph 3.i below, City and RASA shall not retain any interest in the lands waterward (westerly) of the Boundary Line except to the same non-exclusive extent as that possessed by all other members of the public and State shall have no interest in the parcels landward (easterly) of the Boundary Line.
  - c.** The location of the Boundary Line is not intended as a meander line. Subject to Paragraph 3.i below, it shall be fixed and permanent, according to the courses and distances set forth in the description of the Boundary Line as described in Exhibit E attached hereto, without change by reason of fluctuation due to the forces of nature or artificial influences.
  - d.** This Agreement is intended to settle the title to lands and permanently fix the location of the Boundary Line (Exhibit E) between the State River Parcel Post-Agreement (Exhibit F) and City and RASA Owned Lands Post-Agreement (Exhibits G and H, respectively). Subject to Paragraph 3.i below, the Boundary Line as described in Exhibit E attached hereto shall not change due to accretion or erosion, whether from natural or artificial influences.
- 2. Conveyances of Property Interests:** In order to effectuate the intent of the Agreement, the Parties hereto enter into the following conveyances:
- a. Quitclaim of City of Sacramento, a municipal corporation, to State of**

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**California:** The City of Sacramento, a municipal corporation, hereby remises, releases and quitclaims to the State of California any and all of its right, title and interest in that certain real property waterward (westerly) of the herein established Boundary Line (Exhibit E), as is more particularly described in Exhibit F (State River Parcel Post- Agreement) attached hereto and excepting and reserving to itself those certain leasehold rights in the State River Parcel Post-Agreement (Exhibit F) granted in Lease No. PRC 7234.1 (City Agreement Number 87074) dated November 1, 1987 between the State of California, acting by and through its State Lands Commission, and the City of Sacramento, as it may be amended from time to time; and reserving to itself a perpetual 150 foot wide easement, as more particularly described in Exhibit I attached hereto, for the placement, construction, maintenance and operation of a levee for flood control purposes on and over the most easterly portion of the State River Parcel Post-Agreement as described in Exhibit F attached hereto. This easement shall include the right to temporarily occupy so much of the State River Parcel Post-Agreement as is convenient and necessary to conduct and make required repairs and operations but not the right to expand existing levees or construct new levees on the State River Parcel Post-Agreement.

- b. Quitclaim of Redevelopment Agency Successor Agency, an entity created by statute, to State of California:** The Redevelopment Agency Successor Agency for the dissolved Redevelopment Agency of the City of Sacramento, an entity created pursuant to ABx126, hereby remises, releases and quitclaims to the State of California any and all of its right, title and interest in that certain real property waterward (westerly) of the herein established Boundary Line (Exhibit E), as is more particularly described in Exhibit F (State River Parcel Post-Agreement) attached hereto; and reserving to itself a perpetual 150 foot wide easement, as more particularly described in Exhibit I attached hereto, for the placement, construction, maintenance and operation of a levee for flood control purposes on and over the most easterly portion of the State River Parcel Post-Agreement as described in Exhibit F attached hereto. This easement shall include the right to temporarily occupy so much of the State River Parcel Post-Agreement as is convenient and necessary to conduct and make required repairs and operations but not the right to expand existing levees or construct new levees on the State River Parcel Post-Agreement.
- c. Quitclaim of State of California to City of Sacramento, a municipal corporation:** The State of California hereby remises, releases, and quitclaims to the City of Sacramento, a municipal corporation, any and all of its right, title, and interest in that certain property lying landward (easterly) of the herein established Boundary Line (Exhibit E), as more particularly

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described in Exhibit G (City Owned Lands Post-Agreement) attached hereto.

- d. Quitclaim of State of California to Redevelopment Agency Successor Agency, an entity created by statute:** The State of California hereby remises, releases, and quitclaims to the Redevelopment Agency Successor Agency for the dissolved Redevelopment Agency of the City of Sacramento, an entity created pursuant to ABx126, any and all of its right, title, and interest in that certain property lying landward (easterly) of the herein established Boundary Line (Exhibit E), as more particularly described in Exhibit H (RASA Owned Lands Post-Agreement) attached hereto.

**3. General Terms of Agreement:**

- a. Perfection of Title:** The right, title and interest of State in City Owned Lands and RASA Owned Lands are quitclaimed by the State to City and RASA, respectively, pursuant to this Agreement solely for the purpose of perfecting title to said disputed lands and, accordingly, for tax assessment purposes, said quitclaims do not involve a change in ownership pursuant to section 62(b) of the California Revenue and Taxation Code or section 3.16.040 of the Sacramento City Code. Similarly, the right, title and interests of City and RASA to State River Parcel Post-Agreement are quitclaimed by City and RASA pursuant to this Agreement solely for the purpose of perfecting title to said disputed lands and, accordingly, for tax assessment purposes, said quitclaims do not involve a change in ownership pursuant to section 62(b) of the California Revenue and Taxation Code or section 3.16.040 of the Sacramento City Code.
- b. Compromise of Claims:** It is hereby expressly understood and agreed by the Parties that the provisions set forth herein have been agreed upon for the purposes of compromise and settlement of the dispute over the interests and titles of the Parties and of the boundary between their respective properties.
- c. No Effect on other Lands:** The provisions of this Agreement do not constitute, nor are they to be construed as an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside of this Agreement except as may be expressly determined and provided herein.
- d. Acceptance of Conveyances and Recordation of Agreement:** By their execution of this Agreement, the Parties agree to accept the conveyances of interests in land contained in it. State accepts the property interests

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conveyed to it as tide and submerged lands and sovereign in character. Each of the Parties agrees to execute a Certificate of Acceptance and Consent to Recording thereby accepting the herein described conveyances and consenting to the recording of this Agreement in the Office of the County Recorder for Sacramento County. Each of the Parties also agrees to execute any other document(s) necessary to effectuate the purpose of this Agreement.

- e. Release and Indemnification Regarding Levee Maintenance**  
**Obligations:** The California State Lands Commission (herein CSLC), its employees, agents and officers do not assume and shall have no liability or duty whatsoever arising from this Agreement to maintain or repair any presently existing or future levee located on or otherwise affecting the lands involved in this Agreement. Except for their intentional or negligent acts or omissions, the CSLC, its employees, agents and officers shall incur no liability nor assume any responsibility whatsoever for damages, injuries, causes of action or otherwise, resulting now or hereafter from any defect of the levee, including but not limited to its condition, state of repair or maintenance, state of development, design height, weakness, or any other defect whatsoever; and, subject to the foregoing exceptions, City and RASA, their successors and assigns, hereby waive any such claims, demands, or causes of action against the CSLC, its employees, agents and officers thereof, and agree to indemnify and hold and save the CSLC, its employees, agents and officers harmless from any and all such claims or demands only to the extent caused by the negligent acts or omissions of CITY, its employees, agents or officers. Nothing in this Agreement shall be construed as an acknowledgement or acceptance by City and RASA of any duty or responsibility to plan, design, construct, repair or maintain any levee located on or otherwise affecting the lands involved in this Agreement.
- f. Escrow and Recordation of Documents:** The Parties agree not to require the services of a Title Insurance Company and Escrow Agent. On behalf of the Parties, State shall cause the recordation of this Agreement.
- g. Title Insurance:** The Parties shall independently elect whether to obtain a policy of title insurance insuring their titles, and shall each individually pay or cause to be paid the premiums and costs of any such title insurance policy for their respective interests.
- h. Judicial Confirmation:** At its own discretion, any Party may elect to obtain a judicial confirmation of this Agreement and its title pursuant to Code of Civil Procedure sections 760.010 through 764.080.

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- i. If a Party chooses to do so, the electing Party shall file a complaint within 30 days of execution of this Agreement by all of the Parties or the right to such confirmation shall be waived. Each Party shall cooperate with the other in obtaining such a confirmatory judgment.
  - ii. If a court of competent jurisdiction enters a judgment that becomes final, finding and declaring that this Agreement or any of the conveyances pursuant to it are invalid, and should that determination be upheld on final appeal (if one is filed), the Parties agree that this Agreement shall no longer be effective for any purpose, and that the Parties shall re-convey to their respective grantors under this Agreement each and every interest conveyed as a result of this Agreement so as to return the Parties to the positions they were in prior to the execution of this Agreement.
  - iii. Upon entry of any judgment confirming the validity of the settlement embodied in this Agreement as provided in this Paragraph 3.h, each Party shall be deemed to have waived any right to appeal from the judgment. A judgment declaring the Agreement invalid may be appealed by any Party.
- i. **Impacts of Rise in Sea Level:** The boundaries established and conveyances made pursuant to this Agreement are intended to be fixed and not subject to change by erosion, accretion, reliction, submergence or temporary levee failure, whether due to natural or artificial causes. However, should lands freed of the Public Trust become permanently inundated from waters of the Sacramento River, whether due to erosion, levee failure that is not repaired or sea level rise that results in the land being submerged or subject to the ebb and flow of the tide or below the then existing elevation of ordinary high water mark, the lands for so long as such conditions exist will be subject to the Public Trust Easement. Nothing in this section limits the rights of any Party pursuant to Civil Code Section 1015.
- j. **Exemptions:** This Agreement is in settlement of a title and boundary dispute and is therefore exempt from the provisions of: a) the California Environmental Quality Act pursuant to Public Resources Code section 21080.11, and b) the Subdivision Map Act pursuant to Government Code section 66412 (e).
- k. **Governmental Regulation:** This Agreement does not exempt City and/or RASA from the regulatory, environmental, land use or other jurisdiction of any federal, state, local, or other government entity.

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- l. Additional Lands:** Some parcels within the Subject Property as described in Recitals, Paragraph A are not now owned by City or RASA but by the Sacramento Municipal Utility District, PG&E Corporation or one of its subsidiaries, and the State of California (other than those lands administered by the California State Lands Commission specifically described in this Agreement) including the California Department of Parks and Recreation (“CDPR”). While the City previously was interested in acquiring the CDPR parcel and RASA has no authority to acquire any new assets, neither City nor RASA have any present intention of acquiring any of these excluded properties. City, RASA and the State agree that should either the City or RASA acquire any of these excluded properties in the future, by executing this Agreement, City and RASA will accept the Boundary Line established herein as a western property boundary line, to the extent that it crosses any or all of these excluded parcels, between State sovereign lands and City or RASA lands. Upon request and within 180 days of notice to State of the City’s or RASA’s acquisition of fee title to any lands not currently subject to this Agreement but within the Subject Property, State agrees to execute a quitclaim deed to remove any and all of the State’s right, title and interest over such lands to the extent that such lands lie landward (easterly) of the Boundary Line. In consideration of this State quitclaim, City and RASA agree to execute a quitclaim to State to remove any and all of their right, title and interest in any portion of the newly acquired property extending waterward (westerly) of the Boundary Line.
- m. Further Assurances:** So long as authorized by applicable laws to do so, the Parties hereto will perform such other acts, and execute, acknowledge and deliver all further documents, conveyances and other instruments that may be necessary to effectuate fully the provisions of this Agreement.
- n. Successors and Assigns:** This Agreement shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, assigns and beneficiaries of the Parties hereto.
- o. Ineffectiveness of Agreement:** In the event this Agreement does not become effective, nothing herein shall constitute, or be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in the Subject Property.
- p. No Effect on other Government Jurisdiction:** This Agreement shall have no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local or other governmental entity.

[Type here]

- q. Modification of Agreement:** No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by all of the Parties to this Agreement.
- r. Allocation of Costs and Expenses:** All fees, costs, and expenses of any attorney, engineer or other person employed or retained by a Party in connection with this Agreement shall be borne by that Party.
- s. Counterparts:** This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.
- t. Notarization of Signatures:** All signatures of the Parties to this Agreement and all documents executed pursuant to this Agreement, excluding the Governor, shall be acknowledged before a Notary Public to allow them to be recorded in the Office of the Recorder of the County of Sacramento, California.
- u. Effective Date of Agreement:** This Agreement, after execution by all Parties hereto, including the Governor of California, shall become binding and effective upon it being duly recorded in the Office of the Recorder for the County of Sacramento, State of California. If this Agreement is not recorded by December 31, 2016, then it shall become null and void unless extended by the written consent of all of the Parties.
- v. Incorporation of Recitals and Exhibits:** All preliminary Recitals and Exhibits to this Agreement (Exhibits A through J) are hereby incorporated by reference within it.
- w. Exhibits:** The Exhibits to this Agreement are as follows:

  - i. Exhibit A: Depiction of the Subject Property.
  - ii. Exhibit B: Description of State River Parcel Pre-Agreement.
  - iii. Exhibit C: Description of Lands Claimed by the City of Sacramento-Pre-Agreement.
  - iv. Exhibit D: Description of Lands Claimed by the Redevelopment Agency Successor Agency – Pre-Agreement.
  - v. Exhibit E: Description of Agreed Common Boundary Line.

[Type here]

- vi. Exhibit F: Description of State River Parcel - Post Agreement.
- vii. Exhibit G: Description of City Owned Lands - Post-Agreement
- viii. Exhibit H: Description of Redevelopment Agency Successor Agency Owned Lands Post-Agreement.
- ix. Exhibit I: Description of Easement for Placement, Construction and Maintenance of Levee for Flood Control Purposes.
- x. Exhibit J: Depiction of Interests of State of California, City of Sacramento, Redevelopment Agency Successor Agency Post-Agreement.

**[Signatures on Next Page]**

[Type here]

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

**STATE OF CALIFORNIA  
CALIFORNIA STATE LANDS COMMISSION**

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

By: \_\_\_\_\_  
JENNIFER LUCCHESI  
EXECUTIVE OFFICER

Approved as to form:

Kamala D. Harris  
Attorney General  
State of California

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

Deputy Attorney General

[Type here]

**CITY OF SACRAMENTO, A MUNICIPAL CORPORATION**

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

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

John F. Shirey  
City Manager

Approved as to form:

City Attorney  
City of Sacramento

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

Senior Deputy City Attorney

Attest:  
City Clerk  
City of Sacramento

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

Assistant City Clerk

**REDEVELOPMENT AGENCY SUCCESSOR  
AGENCY, for the dissolved Redevelopment  
Agency of the City of Sacramento**

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

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

John F. Shirey  
City Manager

Approved as to form:

Attorney  
Redevelopment Agency Successor Agency

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

Senior Deputy City Attorney

Attest:  
Clerk  
Redevelopment Agency Successor Agency

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

Assistant City Clerk

***NOTARIZATIONS OF SIGNATURES TO BE ATTACHED***

IN APPROVAL WHEREOF,

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

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

---

EDMUND G. BROWN JR.  
GOVERNOR

Attest:

---

ALEX PADILLA  
SECRETARY OF STATE

Countersigned:

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JENNIFER LUCCHESI  
Executive Officer  
California State Lands Commission

Surveyor's Statement

Legal Descriptions and Exhibit Maps included herein as Exhibits A through J were prepared by me or under my direction and are based upon a field survey in conformance with the requirements of the Professional Land Surveyor's Act at the request of the City of Sacramento in August, 2014.

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

\_\_\_\_\_  
Michael R. Dequine, L.S. 5614  
Expires: 9/30/2016

Basis of Bearings

The Basis of Bearings for the Legal Descriptions and Exhibit Maps included herein as Exhibits A through I is the line between NGS Monument PID AC 9226 (Epoch 2004.69) and JS 2248 (Epoch 2002.53) the bearing of which is computed to be North 15° 47' 50" East as computed from published NGS coordinate values.

EXHIBIT A  
DEPICTION OF SUBJECT PROPERTY

SEE ATTACHED EXHIBIT A

EXHIBIT "B"

DESCRIPTION OF STATE RIVER PARCEL PRE-AGREEMENT

SEE ATTACHED EXHIBITS:

- B-1 LEGAL DESCRIPTION
- B-2 EXHIBIT MAP

EXHIBIT "C"

LANDS CLAIMED BY THE CITY OF SACRAMENTO – PRE-AGREEMENT

SEE ATTACHED EXHIBITS:

<u>EXHIBITS</u>	<u>APN:</u>	<u>VESTING DEED</u>
C-1-A AND C-1-B	(APN: 006-0241-007)	20110713 OR 0793
C-2-A AND C-2-B	(APN: 009-0012-005)	880225 OR 0449
C-3-A AND C-3-B	(APN: 009-0012-075) and (APN: 009-0102-012)	810421 OR 1346
C-4-A AND C-4-B	(APN: 009-0102-013) and (APN: 009-0164-016)	PARCEL 3, 145 PM 03 and 891031 OR 1267

Note:

The vesting deeds comprising APN: 009-0012-005, 009-0012-075, 009-0102-012, 009-0102-013 and 009-0164-016 were merged and re-subdivided by that Parcel Map filed in Book 145 of Parcel Maps at Page 03, into Parcels 1, 2, and 3 as shown on 145 PM 03, Sacramento County Records.

EXHIBIT "D"

LANDS CLAIMED BY THE REDEVELOPMENT AGENCY SUCCESSOR  
AGENCY – PRE-AGREEMENT

SEE ATTACHED EXHIBITS:

<u>EXHIBITS</u>	<u>APN:</u>	<u>VESTING DEED</u>
D-1-A AND D-1-B	(APN: 009-0012-050, 051, 067)	851212 OR 1095
D-2-A AND D-2-B	(APN: 009-0012-002) and (APN: 009-0012-022)	860620 OR 2013
D-3-A AND D-3-B	(APN: 009-0012-068)	20050620 OR 2075

EXHIBIT "E"

DESCRIPTION OF AGREED COMMON BOUNDARY LINE

SEE ATTACHED EXHIBITS:

- E-1 LEGAL DESCRIPTION
- E-2 EXHIBIT MAP

## EXHIBIT F

### DESCRIPTION OF STATE RIVER PARCEL - POST AGREEMENT

SEE ATTACHED EXHIBITS:

- F-1 LEGAL DESCRIPTION
- F-2 EXHIBIT MAP

EXHIBIT G

DESCRIPTION OF CITY OWNED LANDS – POST- AGREEMENT

SEE ATTACHED EXHIBITS:

G-1-A AND G-1-B	Portion of APN: 006-0241-007
G-2-A AND G-2-B	APN: 009-0012-005
G-3-A AND G-3-B	APN: 009-0012-075 & APN: 009-0102-012
G-4-A AND G-4-B	APN: 009-0102-013 & APN: 009-0164-016

EXHIBIT H

DESCRIPTION OF REDEVELOPMENT AGENCY SUCCESSOR AGENCY  
OWNED LANDS POST- AGREEMENT

SEE ATTACHED EXHIBITS:

<u>EXHIBITS:</u>	<u>APN:</u>
H-1-A AND H-1-B	Portion of APN: 009-0012-050, 051, 067
H-2-A AND H-2-B	Portion of APN: 009-0012-002 & 022
H-3-A AND H-3-B	APN: 009-0012-068

EXHIBIT I

DESCRIPTION OF EASEMENT FOR PLACEMENT, CONSTRUCTION AND  
MAINTENANCE OF LEVEE FOR FLOOD CONTROL PURPOSES

SEE ATTACHED EXHIBITS:

- I-1 LEGAL DESCRIPTION
- I-2 EXHIBIT MAP

EXHIBIT J

DEPICTION OF INTERESTS OF STATE OF CALIFORNIA, CITY OF  
SACRAMENTO, REDEVELOPMENT AGENCY SUCCESSOR AGENCY POST-  
AGREEMENT