

MINUTE ITEM

This Calendar Item No. C93
was approved as Minute Item
No. 99 by the State Lands
Commission by a vote of 3 CALENDAR ITEM
to 0 at its 11/15/94
meeting. C93

A 7
S 2

11/15/94
W 22708
AD 73
N. Smith

**CONSIDER APPROVAL OF A
COMPROMISE TITLE SETTLEMENT AGREEMENT
BRIDGE HOUSING CORPORATION, SOLANO COUNTY**

APPLICANT:

Bridge Housing Corporation
One Hawthorne Street, 4th Floor
San Francisco, California 94105

A title dispute exists between the State, in its sovereign capacity, and Bridge Housing Corporation (Bridge Housing), concerning ownership of approximately 3.90 acres of real property located in the City of Vallejo, Solano County. The subject real property is referred to as the Trust Termination Parcel, and is depicted on Exhibit "A" and described in Exhibit "C". The legal description in Exhibit "C" is subject to staff review for technical accuracy. Exhibits "A" and "C" are attached to this Calendar Item and are incorporated by reference as a part of it.

Bridge Housing is the current record owner of the Trust Termination Parcel as successor in interest to a party who purchased a State swamp and overflowed lands patent.

Bridge Housing contends that the State swamp and overflowed lands patent conveyed all right, title and interest of the State within the Trust Termination Parcel without any reservations to the State, express or implied, and that it now holds title to the property free and clear of any State right, title or interest. The staff of the State Lands Commission has conducted a study of the evidence of title to the Trust Termination Parcel and has drawn a number of factual conclusions, including those summarized below:

1. The parcel includes filled and reclaimed historic wetlands which formerly consisted of marsh and sloughs.
2. It was in its last natural state covered, at least in part, by the ordinary tides of White Slough, a tributary of the Napa River, the precise extent of coverage being the subject to dispute.

CALENDAR PAGE	502
MINUTE PAGE	4200

CALENDAR ITEM NO. C93 (CONT'D)

The staff is of the opinion that the title evidence and the applicable legal principles lead to the conclusion that the State, in its sovereign capacity, is the owner of a public trust right, title and interest in the Trust Termination Parcel. The exact location, extent and nature of the State's interest is, however, subject to uncertainty and dispute by Bridge Housing.

The property has been filled and reclaimed, and is no longer covered by the water of White Slough.

Bridge Housing has offered to resolve the title dispute by written agreement in compromise settlement of the legal and evidentiary issues. The staff of the State Lands Commission recommends approval of the settlement in substantially the form of the agreement now on file with the Commission. While the agreement sets forth all the specific terms and conditions of the settlement, a brief summary of some of the principal terms and conditions of the settlement is set forth below, as follows:

1. Bridge Housing will deposit \$25,000 into the Kapiloff Land Bank Fund and grant to the State a public access easement across the Trust Termination Parcel along the water's edge, as shown on Exhibit "A".
2. In exchange for the above deposit to the State, the State will quitclaim to Bridge Housing all of its sovereign right, title and interest, free of the public trust in the Trust Termination Parcel.
3. The agreement provides for an escrow and will be effective upon its recordation. Escrow fees and any title insurance will be without cost to the State.

Staff has appraised the Trust Termination Parcel and has evaluated the law and evidence bearing on the title dispute, and is of the opinion that Bridge Housing's deposit is equal to or greater than the value of the State's interest in the Trust Termination Parcel. This settlement does not call for the establishment of access from a public street to the water. Such access exists in an adjoining parcel through an earlier title settlement.

STATUTORY AND OTHER REFERENCES:

A. P.R.C.: Div. 6, Parts 1 and 2; Div. 13.

B. Cal. Adm. Code: Title 2, Div.3; Title 14, Div. 6.

CALENDAR PAGE	503
MINUTE PAGE	4201

CALENDAR ITEM NO. C93 (CONT'D)

AB 884:

N/A

OTHER PERTINENT INFORMATION:

1. Pursuant to the Commission's delegation of authority and the State CEQA Guidelines (14 Cal. Adm. Code 15061), the staff has determined that this activity is exempt from the requirements of CEQA because it involves settlements of title and boundary problems.

Authority: P.R.C. 21080.11

EXHIBITS:

- A. Site Map of Trust Termination Parcel
- B. Location Map
- C. Trust Termination Parcel Description

IT IS RECOMMENDED THAT THE COMMISSION:

1. FIND THAT THE ACTIVITY IS EXEMPT FROM THE REQUIREMENTS OF THE CEQA PURSUANT TO 14 CAL. ADM. CODE 15061 AS A STATUTORY EXEMPT PROJECT PURSUANT TO P.R.C. 21080.11, SETTLEMENT OF TITLE AND BOUNDARY PROBLEMS.
2. FIND THAT WITH RESPECT TO THE PROPOSED COMPROMISE TITLE SETTLEMENT AGREEMENT, INCLUDING THE EXCHANGE OF THE STATE'S INTEREST IN THE TRUST TERMINATION PARCEL FOR A CONTRIBUTION TO THE KAPILOFF LAND BANK TO PURCHASE OTHER LAND:
 - A. THE AGREEMENT IS IN THE BEST INTEREST OF THE STATE FOR THE IMPROVEMENT OF NAVIGATION; THE ENHANCEMENT OF THE CONFIGURATION OF THE SHORELINE FOR THE IMPROVEMENT OF THE WATER AND THE UPLAND; AND THE PROTECTION, PRESERVATION, AND ENHANCEMENT OF THE TIDELANDS AND SUBMERGED LANDS AND PUBLIC ACCESS THERETO, PURSUANT TO THE PUBLIC TRUST.
 - B. THAT THE DEPOSIT OF \$25,000 BY BRIDGE HOUSING TO THE KAPILOFF LAND BANK FUND IS OF A VALUE EQUAL TO OR GREATER THAN THE VALUE OF THE INTERESTS IN THE TRUST TERMINATION PARCEL BEING RELINQUISHED BY THE STATE.

CALENDAR ITEM NO. C93 (CONT'D)

- C. THE TRUST TERMINATION PARCEL HAS BEEN IMPROVED, RECLAIMED AND FILLED, HAS BEEN EXCLUDED FROM THE PUBLIC CHANNELS, AND IS NO LONGER AVAILABLE OR USEFUL OR SUSCEPTIBLE OF BEING USED FOR NAVIGATION AND FISHING AND IS NO LONGER IN FACT TIDELANDS OR SUBMERGED LANDS.
 - D. THE PARTIES HAVE A GOOD FAITH AND BONA FIDE DISPUTE AS TO THEIR RESPECTIVE INTERESTS WITHIN THE TRUST TERMINATION PARCEL.
 - E. THE PROPOSED AGREEMENT CONSTITUTES A COMPROMISE OF THE CONTESTED ISSUES OF LAW AND EVIDENCE UPON WHICH THE DISPUTE IS BASED.
 - F. THE AGREEMENT IS IN LIEU OF THE COSTS, DELAYS AND UNCERTAINTIES OF TITLE LITIGATION, IS CONSISTENT WITH AND IS AUTHORIZED BY THE REQUIREMENTS OF LAW.
 - G. ON THE EFFECTIVE DATE OF THE AGREEMENT AND CONSISTENT WITH ITS TERMS, THE TRUST TERMINATION PARCEL WILL NO LONGER BE NECESSARY OR USEFUL FOR THE PURPOSE OF THE PUBLIC TRUST AND THE PUBLIC TRUST INTEREST MAY BE TERMINATED.
3. APPROVE AND AUTHORIZE THE EXECUTION, ACKNOWLEDGEMENT, AND RECORDATION ON BEHALF OF THE COMMISSION OF THE FOLLOWING DOCUMENTS:
- A. THE COMPROMISE TITLE SETTLEMENT AGREEMENT IN SUBSTANTIALLY THE FORM OF THE COPY OF SUCH AGREEMENT ON FILE OF THE COMMISSION.
 - B. A PATENT OF THE TRUST TERMINATION PARCEL IN SOLANO COUNTY, CALIFORNIA, DESCRIBED IN EXHIBIT "C" FREE OF THE PUBLIC TRUST.
4. AUTHORIZE AND DIRECT THE STAFF OF THE STATE LANDS COMMISSION AND/OR THE CALIFORNIA ATTORNEY GENERAL TO TAKE ALL NECESSARY OR APPROPRIATE ACTION ON BEHALF OF THE STATE LANDS COMMISSION, INCLUDING THE EXECUTION, ACKNOWLEDGEMENT, ACCEPTANCE, AND RECORDATION OF ALL DOCUMENTS AS MAY BE NECESSARY OR CONVENIENT TO CARRY OUT THE COMPROMISE TITLE SETTLEMENT AGREEMENT; AND TO APPEAR ON BEHALF OF THE COMMISSION IN ANY LEGAL PROCEEDINGS RELATING TO THE SUBJECT MATTER OF THE AGREEMENT.

PUBLIC ACCESS EASEMENT

TRUST TERMINATION PARCEL

REDWOOD STREET

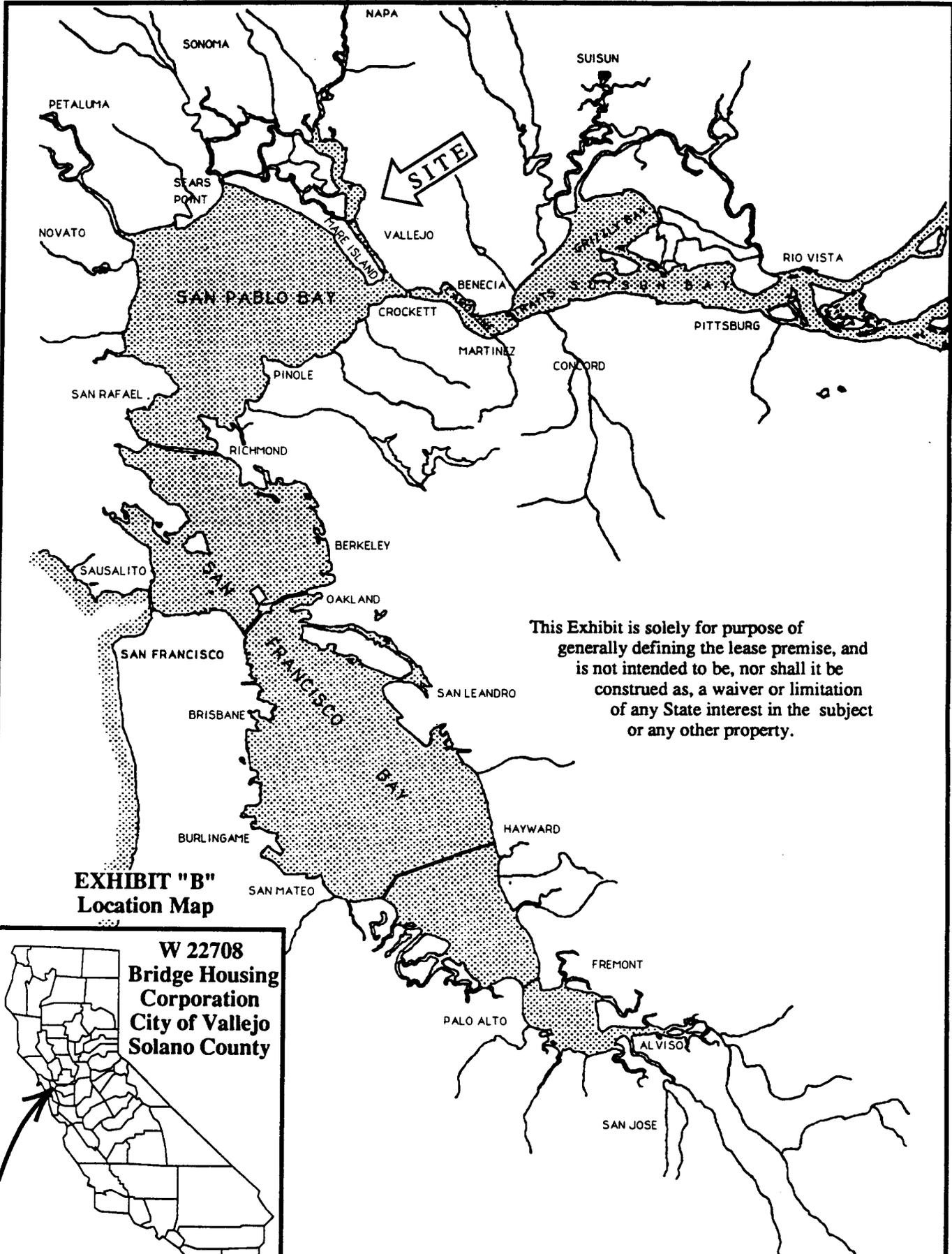
EXHIBIT "A"
Site Map W 22708
Bridge House
White Slough
City of Vallejo
SOLANO COUNTY



CALENDAR PAGE 506

MINUTE PAGE 4204

JKH 11/94



This Exhibit is solely for purpose of generally defining the lease premise, and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

EXHIBIT "B"
Location Map



W 22708
Bridge Housing
Corporation
City of Vallejo
Solano County

Exhibit "C"
Trust Termination Parcel
LAND DESCRIPTION

All that real property situate, lying and being in the City of Vallejo, County of Solano, State of California, described as follows:

A portion of Parcels 1 & 2 as described in the Grant Deed to Revolting Developments, Inc. recorded August 15, 1980 in Deed Number 800056134 as said parcels were adjusted per lot line adjustments (Instrument No. 19816, page 37686) and (1987 OR 37691) and a portion of the parcel of land described in the Grant Deed to Vallejo Sanitation and Flood Control District recorded May 3, 1956, in Book 827 of Official Records at page 405.

BEGINNING at the southeast corner of Parcel "B" as shown on the record of survey filed June 25, 1968 in Book 10 of Surveys at page 74; thence from said point of beginning along the easterly line of said Parcel B and along the easterly line of Parcel C as shown on said record of survey (10 RS 74) North 21°16' 44" West, 314.64 feet; thence leaving said easterly line North 59° 00' 00" West, 161.31 feet; thence South 71° 00' 00" West, 47.40 feet; thence South 17° 00' 00" West, 21.46 feet; thence South 61° 00' 00" West, 62.00 feet; thence North 90° 00' 00" West, 30.00 feet; to the easterly line of Parcel B of the Lot Line Adjustment recorded March 26, 1987 in Instrument No. 19816 at page 37686; thence along said easterly line South 56° 07' 00" West, 77.50 feet; thence South 14° 59' 00" East, 159.00 feet; thence leaving said easterly line South 14° 59' 00" East 5.25 feet; thence South 57° 19' 00" West, 115.03 feet to the westerly line of said Vallejo Sanitation and Flood Control District parcel (827 OR 405); thence along said westerly line and also along the westerly line of said Parcel "B" (10 RS 74) South 39° 16' 30" East, 277.86 feet to a point on the northerly line of Redwood Street, also being the southerly line of said Parcel "B" (10 RS 74); said point being the beginning of a non-tangent curve concave to the south, having a radius of 1862.87 feet, to which point of beginning a radial line bears North 32° 46' 18" West; thence along the northerly line of said Redwood Street along the southerly line of said Parcel "B" along the arc of said curve 371.79 feet through a central angle of 11° 26' 07" to the point of beginning.

END OF DESCRIPTION

Transcribed November 1994-SFBCC, from recorded Document #1994-00055592

CALENDAR PAGE	508
MINUTE PAGE	4206