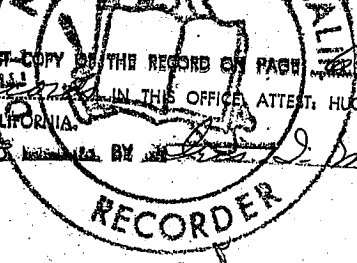


# 6746

THE WITHIN DOCUMENT IS A CORRECT COPY OF THE RECORD ON PAGE 171 OF BOOK 171 IN AND FOR DEL NORTE COUNTY, CALIFORNIA. DATE May 16 1973 BY Hugh A. Dell DEPUTY RECORDER



Recorded at the request of:  
State of California  
State Lands Commission

WHEN RECORDED mail to: *Del Norte County Title Co.*  
State Lands Division  
1600 L Street  
Sacramento, CA 95814

STATE OF CALIFORNIA  
OFFICIAL BUSINESS - Document  
entitled to free recordation  
pursuant to Government Code  
Section 6103

RECORDED AT REQUEST OF  
*State of California*  
OFFICIAL RECORDS  
MAY 16 4 02 PM '73  
DEL NORTE COUNTY S.O.L.F.  
HUGH A. DELL, RECORDER  
BY *J. Morgan* DEPUTY  
*No Fee*

S.L.C. No. B.L.A. 135  
W 8867  
1642

NO TAX DUE \_\_\_\_\_ Above space for Recorder's use

CRESCENT CITY HARBOR DISTRICT  
BOUNDARY AGREEMENT NO. 135

THIS BOUNDARY AGREEMENT is made and entered into this 2nd day of January, 19 73, by and between the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (hereinafter referred to as the STATE), the CRESCENT CITY HARBOR DISTRICT, a political subdivision of the State of California (hereinafter sometimes referred to as the DISTRICT), and THOSE OTHER PARTIES WHICH OWN LANDS ADJACENT TO THE BOUNDARY LINE ESTABLISHED HEREIN AND WHICH EXECUTE COUNTERPARTS TO THIS AGREEMENT (these other parties and the DISTRICT being sometimes hereinafter referred to collectively and individually as THIRD PARTIES).

W I T N E S S E T H:

WHEREAS, the STATE obtained title to certain tide and submerged lands located in and adjacent to Crescent City Harbor, Del Norte

County, California, by virtue of its sovereignty upon admission to the Union on September 9, 1850; and

WHEREAS, all right, title and interest of the STATE in said tide and submerged lands was granted, in trust, to the DISTRICT by Statutes of 1963, Chap. 1510, subject to certain exceptions, reservations, terms, and conditions, and subject to the public trust for commerce, navigation, and fisheries; and

WHEREAS, THIRD PARTIES claim some right, title, and interest in lands which are littoral and riparian to that portion of said tide and submerged lands affected by this agreement, as said portion last existed in a state of nature, unaffected by artificial influences (said littoral and riparian lands hereinafter being referred to as SAID UPLANDS); and

WHEREAS, the ordinary high water mark constitutes the common boundary between SAID UPLANDS and the aforementioned tide and submerged lands of the DISTRICT in and adjacent to Crescent City Harbor (hereinafter referred to as SAID SOVEREIGN LANDS), which ordinary high water mark is located at the mean high tide line as it last naturally existed, unaffected by artificial influences; and

WHEREAS, it appears that the ordinary high water mark of the portion of said tide and submerged lands affected by this agreement has since 1850 been affected and controlled by artificial processes, including the construction of the main breakwater, extending southerly from Battery Point, the breakwater between Whaler Island and the shore, the inner breakwater extending northwesterly from Whaler Island, and Citizens Dock, and there is consequently substantial doubt and uncertainty

as to the last natural location thereof, and consequently the true boundary between SAID UPLANDS and SAID SOVEREIGN LANDS along that portion of said tide and submerged lands affected by this agreement is uncertain and in doubt; and

WHEREAS, as a result of the aforementioned processes, there have been conflicting placements of the mean high tide line by a number of surveyors over the years, which conflicting placements have added to the uncertainty and doubt as to the location of said boundary; and

WHEREAS, it is in the parties' interest and they mutually desire to permanently fix and establish the location of their boundary (being the ordinary high water mark in its last natural position, unaffected by artificial influences) by agreement, thereby avoiding the cost, delay, and uncertainty incidental to the establishment of such boundary by litigation; and

WHEREAS, the STATE may enter such boundary line agreements pursuant to the provisions of Section 6357 of the Public Resources Code; and

WHEREAS, the DISTRICT, as the grantee, in trust, of sovereign lands, may enter such boundary line agreements with the approval of the STATE, which power was confirmed by the California Supreme Court in City of Long Beach v. Mansell, 3 Cal. 3d 462 (1970); and

WHEREAS, in 1948, based upon an historical study commissioned by the State Lands Commission, the last natural position of the ordinary high water mark, unaffected by artificial influences, along a portion of said tide and submerged lands was surveyed, said survey being as shown on that map recorded in the Office of the Recorder of Del Norte County, California, in Book 4 of Maps at page 219,

NOW, THEREFORE, in order to locate, describe, and permanently fix and establish the true and correct boundary between SAID SOVEREIGN LANDS and SAID UPLANDS, it is hereby mutually agreed that:

1. The last natural position of the ordinary high water mark, unaffected by artificial influences, and the true boundary between SAID SOVEREIGN LANDS and SAID UPLANDS, is hereby established and located along and upon that certain fixed line more particularly described on the attached Exhibit A which is hereby incorporated herein and made a part hereof by reference.

2. The ordinary high water mark hereby agreed to as the parties' boundary is not intended as a meander line. It is intended as a fixed and certain boundary line according to the courses and distances set forth in the within description of the ordinary high water mark.

3. It is expressly understood by all parties hereto that the provisions set forth herein have been agreed upon for purposes of compromising and settling the boundary line between the lands of the parties hereto. Except as to the line expressly agreed upon herein, the boundary line agreed upon herein shall not constitute any admission by the STATE or the DISTRICT, nor be construed as any expression on the part of the STATE or the DISTRICT, as to the location of the ordinary high water mark along any other portion of the tide and submerged lands in or adjacent to Crescent City Harbor.

4. At its sole expense, the DISTRICT will obtain a boundary line agreement guarantee for the boundary line established herein in the amount of \$50,000 for the benefit and protection of the STATE and the DISTRICT.

5. This agreement shall become effective upon the occurrence of the following acts: (1) the execution of this agreement by all of the parties listed on Exhibit B attached hereto and incorporated herein by reference and, in the event any such party listed on Exhibit B voluntarily or involuntarily disposes of any interest affected by this agreement prior to the recordation of this agreement, the execution of this agreement by the successor in interest of such party, in lieu of such party, to the extent of the interest disposed of by said party; and (2) the recordation of this agreement executed by all of those parties listed on Exhibit B, or their successors in interest, in the Office of the County Recorder of the County of Del Norte. The effective date of this agreement shall be the date of recordation as provided in the preceding sentence.

6. An escrow account will be opened by the parties to this agreement with the Del Norte County Title Company for the depositing, processing, and recording of all documents necessary to effectuate this agreement. When this agreement, executed by all the parties listed in Exhibit B, and the boundary line agreement guarantee referred to in paragraph 4 above have been deposited in the escrow, this agreement may be recorded. The costs of the escrow shall be borne by the DISTRICT.

7. 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. Any signature page of this agreement may be detached from any counterpart of this agreement without impairing

any signatures thereon by the Executive Officer of the State Lands Commission, or by any person so designated in writing by said Executive Officer, and may be attached to another counterpart of this agreement identical in form hereto but having attached to it one or more additional signature pages. In the execution of this agreement each party hereto shall furnish acknowledgments and certifications as may be necessary to permit the recordation of this agreement in the Office of the County Recorder of the County of Del Norte.

8. Any other owner of property, or person having an interest therein, adjacent to the aforescribed boundary line, or within the area adjoining such boundary line which is not specified in Exhibit B hereof, may within ten (10) years of the effective date of this agreement become a party to said agreement by executing a counterpart hereto in the form specified, attached to and made a part hereof. Such an executed counterpart shall be deposited with the Executive Officer of the State Lands Commission who shall have said executed counterpart recorded in the Office of the County Recorder of the County of Del Norte, and shall become effective upon recordation in said office. Notwithstanding the foregoing, the execution of the counterpart of this agreement by such other owners or persons shall not be effective unless this agreement has previously become effective as provided in paragraph 5 hereof. The cost of recording said counterpart shall be paid by the party who shall have executed it. After said counterpart has been recorded, it shall be attached to the copy of said agreement by the Executive Officer of the Commission. The failure of any such owner or person adjacent to the aforescribed boundary line to execute a counterpart of this agreement shall in no way affect the consideration

supporting this agreement, or the validity or binding nature thereof, as between those owners which become parties hereto and the STATE and DISTRICT.

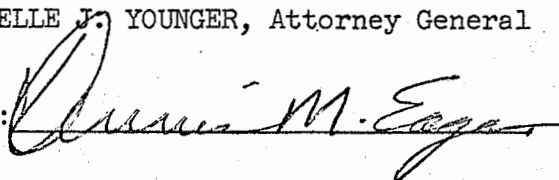
9. As used herein, whenever the context so requires, the neuter gender includes the masculine and feminine, and the singular includes the plural and vice versa. Defined terms are to have their defined meaning regardless of their grammatical form, number, or tense of such terms.

10. This agreement shall inure to the benefit of and shall be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinafter written by their names.

Approved as to Form:

EVELLE J. YOUNGER, Attorney General

By: 

Attached to and made a part of the Crescent City Harbor District Boundary Agreement No. 135.

CRESCENT CITY HARBOR DISTRICT

STATE OF CALIFORNIA  
STATE LANDS COMMISSION

By: [Signature]  
ROY MAGNUSON, President  
THOMAS CROWLEY

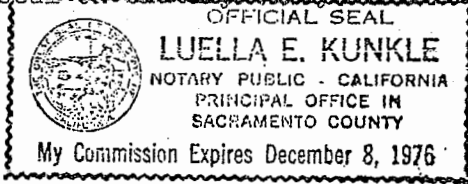
By: [Signature]  
Acting Executive Officer

By: [Signature]

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF SACRAMENTO )

On March 5, 1973, before me, the undersigned, a Notary Public in and for said State, with principal office in Sacramento County, personally appeared R. S. Golden, known to me to be the Executive Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the Commission therein named, and acknowledged to me that such Commission executed the within Instrument pursuant to a resolution of its Commissioners unanimously adopted at DECEMBER 4, 1972, at a regular meeting thereof.

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



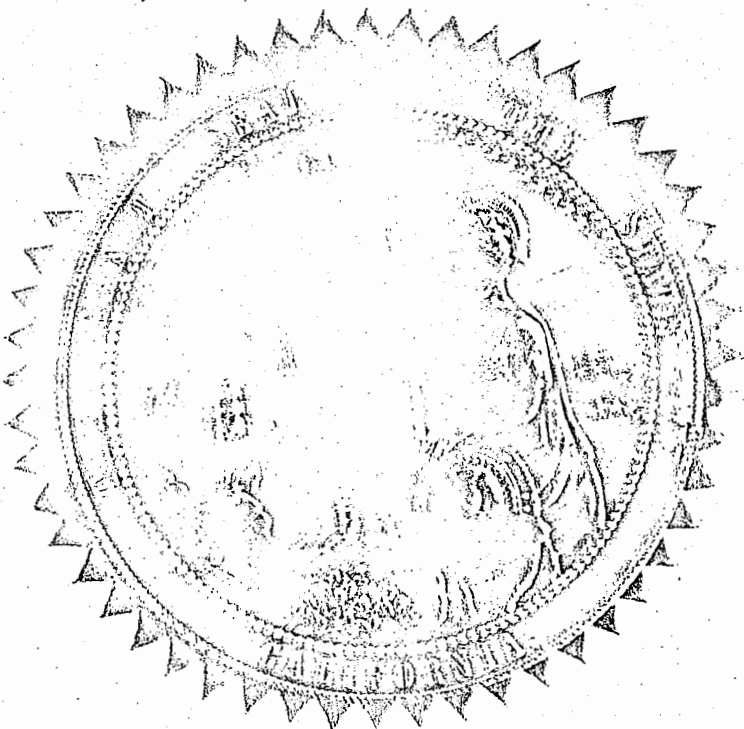
[Signature]  
Notary Public in and for the County of Sacramento, State of California

IN APPROVAL WHEREOF, I,

RONALD REAGAN

Governor of the State of California have set my hand and cause 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, the 8th day of March in the year of our Lord one thousand nine hundred and seventy-three

[Signature]  
Governor of State



Attest:

[Signature]  
Secretary of State

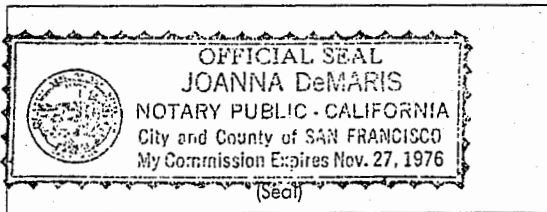
By [Signature]



Acknowledgment - General

STATE OF CALIFORNIA, }  
County of San Francisco } ss.

On February 7, 1973, before me, Joanna DeMaris,  
a Notary Public whose principal place of business is in the County of San Francisco,  
State of California, personally appeared Thomas Crowley,  
known to me to be the person named in the within instrument, and whose name is subscribed  
thereto, and acknowledged to me that he executed the same.



ATTORNEYS PRINTING SUPPLY FORM NO. 6  
REV. AUGUST 1, 1972

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

*Joanna DeMaris*

BOOK 171 PAGE 71A

EXHIBIT "A"

Lessee: Crescent City Harbor District

COMMENCING at Station 1 of the Ordinary High Water Mark of 1948, as shown on that map recorded in the Office of the Recorder of Del Norte County, California, Book 4 of Maps at Page 219, said Station 1 being marked by a 2" iron pipe in concrete; thence south  $69^{\circ} 35' 11''$  east along said Ordinary High Water Mark of 1948, 552.35 feet to the TRUE POINT OF BEGINNING, said point being the southeasterly corner of that certain parcel described in deed recorded in Book 58 of Deeds at Page 432 in the office of said recorder; thence from said TRUE POINT OF BEGINNING and along said Ordinary High Water Mark of 1948, the following ten (10) courses:

1. S  $69^{\circ} 35' 11''$  E, 605.02 feet to Station 2;
2. S  $67^{\circ} 19' 21''$  E, 295.84 feet to Station 3;
3. S  $63^{\circ} 03' 11''$  E, 278.17 feet to Station 4;
4. S  $59^{\circ} 33' 51''$  E, 325.87 feet to Station 5;
5. S  $50^{\circ} 10' 51''$  E, 312.41 feet to Station 6;
6. S  $42^{\circ} 53' 51''$  E, 290.82 feet to Station 7;
7. S  $45^{\circ} 16' 21''$  E, 565.70 feet to Station 8;
8. S  $51^{\circ} 13' 21''$  E, 338.58 feet to Station 9;
9. S  $62^{\circ} 11' 51''$  E, 356.06 feet to Station 10;
10. S  $73^{\circ} 05' 21''$  E, 306.22 feet to Station 11  
from which California State Lands Commission  
Triangulation Station "Smyth 3, 1963" bears  
N  $42^{\circ} 54' 01''$  W, 496.75 feet; thence leaving  
said Ordinary High Water Mark of 1948;
11. S  $64^{\circ} 04' 55''$  E, 300.00 feet more or less  
to the intersection with the east line of  
Section 28, T. 16 N., R. 1 W., H.B.M. and  
the end of the hereindescribed line.

Bearings and distances are based upon the California Co-ordinate System Zone 1.

END OF DESCRIPTION

EXHIBIT "B"

The parties who must execute this boundary agreement for it to become effective are:

1. State of California, acting by and through the State Lands Commission.
2. Crescent City Harbor District.
3. Thomas Crowley.

CRESCENT CITY HARBOR DISTRICT

RESOLUTION NO. 73-1

RESOLUTION AUTHORIZING EXECUTION OF  
BOUNDARY AGREEMENT

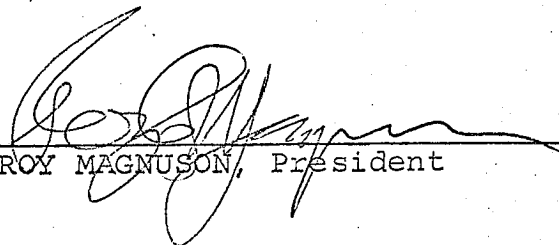
BE IT RESOLVED by the Board of Harbor Commissioners of the CRESCENT CITY HARBOR DISTRICT that the President and the Secretary be, and they hereby are, authorized and directed to execute for and on behalf of the CRESCENT CITY HARBOR DISTRICT that certain BOUNDARY AGREEMENT, between the STATE OF CALIFORNIA STATE LANDS COMMISSION, and the CRESCENT CITY HARBOR DISTRICT, and others.

PASSED AND ADOPTED at a duly called meeting of the Board of Harbor Commissioners of the CRESCENT CITY HARBOR DISTRICT, County of Del Norte, California, on this 2nd day of January, 1973 by the following polled vote:

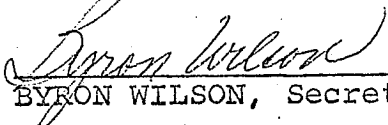
AYES: Commissioners Finley Brower, Magnuson, Yarbrough and Wilson

NAYES: None

ABSENT: None

  
ROY MAGNUSON, President

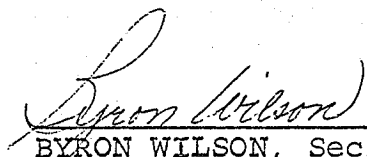
ATTEST:

  
BYRON WILSON, Secretary

CERTIFICATE OF SECRETARY

The undersigned, duly qualified and acting Secretary of the CRESCENT CITY HARBOR DISTRICT, County of Del Norte, California, does hereby certify: That the attached Resolution is a true and correct copy of Resolution No. 73-1, entitled: RESOLUTION AUTHORIZING EXECUTION OF BOUNDARY AGREEMENT, as regularly adopted at a legally convened meeting of the Board of Harbor Commissioners of the CRESCENT CITY HARBOR DISTRICT, County of Del Norte, California, duly held on the 2nd day of January, 1973, and further that such Resolution has been fully recorded in the Journal of Proceedings in my office and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of January, 1973.

  
\_\_\_\_\_  
BYRON WILSON, Secretary  
Board of Harbor Commissioners

(SEAL)