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STATE OF CALIFORNIA

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DOC. NO. **9985**
OFFICIAL RECORDS
SAN LUIS OBISPO CO., ~~CALIF.~~
WILLIAM E. ZIMARIK,
COUNTY RECORDER
MAY 1 1970
TIME 10:10 A.M.

State of California
Official Business
Document Entitled to
Free Recordation
Pursuant to Government
Code Section 6103.

COMPARED

NO TAX DUE

SAN LUIS OBISPO BAY BOUNDARY AGREEMENT

B.L.A. 119

THIS BOUNDARY AGREEMENT (sometimes referred to as the San Luis Obispo Bay Boundary Agreement) made and entered into this 26th day of March, 1970, by and between the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (as Party of the First Part hereinafter referred to as "the State") and the PORT SAN LUIS HARBOR DISTRICT, a political subdivision of the State of California (as Party of the Second Part hereinafter referred to as "the District"), and THOSE PARTIES WHICH OWN LANDS ADJACENT TO THE BOUNDARY LINE ESTABLISHED HEREIN AND WHICH EXECUTE COUNTERPARTS TO THIS AGREEMENT (as Parties of the Third Part hereinafter referred to collectively and individually as "Third Parties").

W I T N E S S E T H:

WHEREAS, the uplands abutting those portions of the Pacific Ocean and San Luis Obispo Bay, which are affected by

1 this agreement and which are located in San Luis Obispo County,
2 State of California, were granted into private ownership as a
3 part of Rancho San Miguelito by the Governor of Alta California
4 and Republic of Mexico, and ownership thereto was confirmed by
5 patent of the United States, recorded in Volume A of Patents at
6 pages 738-46, in the Office of the County Recorder of the
7 County of San Luis Obispo;

8 WHEREAS, the seaward and bayward boundary of said
9 rancho lands is described in the decree of the United States
10 District Court for the Southern District of California (upon
11 the basis of which a confirmatory patent to said rancho was
12 issued) as running " . . . along the sea shore . . . " of the
13 Pacific Ocean and San Luis Obispo Bay (Land Case No. 37) and
14 the field notes of the survey of said rancho in that proceeding
15 refer to said boundary as being the intersection of perpendi-
16 cular bluffs, rocks and cliffs with the sea or bay and on the
17 sand beach as being at the high water mark, and said boundary
18 specifically traverses the mouth of San Luis Creek;

19 WHEREAS, the tidelands and submerged lands within the
20 Pacific Ocean and San Luis Obispo Bay abutting said upland
21 rancho lands became the property of the State, by virtue of
22 its sovereignty, upon the State being admitted to the Union;

23 WHEREAS, the landward boundary of said tidelands and
24 submerged lands (sometimes hereinafter referred to as sovereign
25 lands) is the line of ordinary high tide and the line of rancho
26 boundaries which specifically traverse the mouths of creeks or
27 streams, as the same may have existed in their last natural
28 state;

29 WHEREAS, the common boundary between said rancho lands
30 and sovereign lands, therefore, is the line of ordinary high
31 tide and the line of rancho boundaries which specifically

1 traverses the mouth of San Luis Creek, as the same may have
2 existed in their last natural state, and said common boundary
3 has been affected and controlled by artificial processes and
4 there is substantial doubt and uncertainty between the parties
5 hereto as to the last natural location thereof;

6 WHEREAS, the State conveyed all of its right, title
7 and interest, in trust, to the aforementioned sovereign lands
8 abutting said rancho, which were then held by the State, to
9 the District using a metes and bounds description the landward
10 boundary of which was described as the line of ordinary high
11 tide " . . . together with all salt marsh, tidelands, submerged
12 lands, and swamp and overflowed lands within San Luis Creek . . ."
13 pursuant to the provisions of Chapter 647, Statutes of 1955, as
14 amended by Chapter 302, Statutes of 1957;

15 WHEREAS, the State Lands Commission, pursuant to the
16 provisions of Section 2, Chapter 647, Statutes of 1955, surveyed,
17 monumented, platted and described the boundaries of the sovereign
18 lands granted, in trust, to the District, using the ordinary
19 high water mark of specific dates and also included in said work
20 a portion of San Luis Obispo Creek without any notation on said
21 plats as to the quality or extent of the State's title to the
22 lands shown thereon as of the date of the State's statutory
23 grants (plats of said boundaries have been recorded in Book 1,
24 page 1 of Miscellaneous Maps in the Office of the County
25 Recorder of San Luis Obispo County);

26 WHEREAS, certain Third Parties hereto have challenged
27 the existence of any right, title or interest of the State or
28 District in a portion of San Luis Creek shown on said plats as
29 having been included within the statutory grant to the District
30 and said Third Parties have sued the State and the District to
31 quiet title in said Third Parties as against the State and the

1 District to that portion of San Luis Obispo Creek (San Miguelito
2 Park Co. v. Port San Luis Harbor District, et al. - San Luis
3 Obispo County Superior Court No. 33953) and other similar
4 actions appear imminent;

5 WHEREAS, the State and District each filed answers
6 in said action alleging that the District held whatever right,
7 title and interest the State possessed in San Luis Obispo
8 Creek as of the effective date of the State's statutory grants
9 to the District;

10 WHEREAS, the United States Supreme Court has held
11 that specific calls in a Spanish or Mexican land grant travers-
12 ing a creek or stream passed title to the bed thereof within
13 the description of the grant to the grantee [Knight v. U. S.
14 Land Association, 142 U.S. 161 (1891)] and consequently, the
15 State held no fee title to the bed of San Luis Obispo Creek on
16 the date of statutory grant to the District with the exception
17 of that small portion thereof at said creek's mouth which the
18 State obtained by virtue of a deed from Union Oil Company of
19 California, a corporation, recorded on October 4, 1951 in
20 Volume 629 at page 500 of Official Records in the Office of
21 the County Recorder of San Luis Obispo County;

22 WHEREAS, public rights arise in waters which become
23 navigable that are located on privately owned lands provided
24 there is public access thereto, subject to the right of the
25 landowner to reclaim said lands so covered by such waters
26 [see Bohn v. Albertson, 107 Cal. App. 2d 738 (1951)], and
27 said public rights to the extent they may arise or exist land-
28 ward of said rancho boundary traversing San Luis Obispo Creek
29 were held by the State at the time of the statutory grant to
30 the District and passed to the district thereby;

31 /

1 WHEREAS, the State and the District are willing to
2 recognize the respective interests of the Third Parties in San
3 Luis Obispo Creek subject to the proviso that if the waters
4 of said creek become navigable and there is public access
5 thereto, the jurisdiction of the District shall extend to said
6 waters subject to the underlying ownership of the respective
7 Third Parties and any rights of Third Parties to make the creek
8 again non-navigable by reclamation;

9 WHEREAS, subsequent study of the State Lands Commission
10 plats of the District's boundaries and of the rancho boundaries
11 by the parties hereto indicates that the ordinary high water
12 marks shown on said plats reasonably depict the common boundary
13 between the rancho and sovereign lands along that portion of
14 the Pacific Ocean and San Luis Obispo Bay affected by this
15 agreement, with the exceptions of the line connecting the head-
16 lands of San Luis Obispo Creek and that portion of said boundary
17 line in the area formerly occupied by the old Marre Hotel which
18 are fixed and agreed upon by this agreement, and acceptance of
19 said boundary line with the aforementioned modifications will
20 avoid complex, lengthy and expensive litigation;

21 WHEREAS, the State Lands Commission, pursuant to
22 section 6357 of the Public Resources Code:

23 " . . . may establish the ordinary highwater mark
24 . . . of tide or submerged lands of this State, by
25 agreement, arbitration, or action to quiet title,
26 whenever it is deemed expedient or necessary.";

27 WHEREAS, the State, the District, and the Third Parties
28 consider it expedient and necessary, and in the best interests
29 of the State, the District, the Third Parties, and the Public,
30 to describe, determine, and fix permanently the boundary between
31 said lands included in Rancho San Miguelito and the sovereign

1 lands located in that portion of the Pacific Ocean and San
2 Luis Obispo Bay affected by this agreement;

3 NOW, THEREFORE, in order to locate, describe and
4 permanently establish the true and correct boundary between
5 said lands included in Rancho San Miguelito and the sovereign
6 lands located in that portion of the Pacific Ocean and San Luis
7 Obispo Bay affected by this agreement, it is agreed as follows
8 that:

9 1. Said boundary line is and shall be located and
10 established as described in Exhibit "A" attached hereto and
11 incorporated herein by reference.

12 The above described boundary line is shown on the
13 attached map designated as Exhibit "B," which is incorporated
14 herein by reference.

15 The herein described boundary line and Exhibit "B"
16 hereto to the extent inconsistent with the previous maps and
17 plats of the State Lands Commission prepared pursuant to the
18 Section 2, Chapter 647, Statutes of 1955 which are recorded in
19 Book 1, page 1 of Miscellaneous Maps in the Office of the County
20 Recorder of San Luis Obispo County, shall correct, modify and
21 supersede said previous maps and plats. A copy of said Exhibit
22 "B" with a copy of this agreement attached thereto shall be
23 filed by the State Lands Commission in Miscellaneous Maps in
24 the Office of said County Recorder within thirty (30) days of
25 the effective date of this agreement. Areas on said previous
26 maps and plats unaffected by this agreement shall remain in
27 full force and effect.

28 2. It is the intent of the parties hereto that the
29 aforescribed boundary line shall be permanent and fixed and
30 not subject to change by reason of erosion or accretion.

31 3. It is the further intent of the parties to this
32 agreement to clarify the original sources of title in areas

1 adjoining the above described boundary. Therefore, the parties
2 hereto agree that the boundary line so described is and always
3 was the boundary between the lands whose title emanates from
4 the confirmed title of the Rancho San Miguelito (said lands
5 lying landward of said line) and the boundary of the sovereign
6 lands located seaward and bayward of said line in that portion
7 of the Pacific Ocean and San Luis Obispo Bay affected by this
8 agreement.

9 4. In establishing the ordinary high water mark as
10 the common boundary in paragraph 1 hereof, the State is agreeing
11 thereto not only in its capacity as a party which has property
12 interests in the sovereign lands granted, in trust, to the
13 District by the aforementioned statutory conveyances, but is
14 also agreeing thereto and making said determination pursuant to
15 section 6357 of the Public Resources Code, which is quoted in
16 part above. The State specifically agrees that on the date of
17 its statutory grant to the District the State had no fee owner-
18 ship in San Luis Obispo Creek except as to that portion thereof
19 obtained by deed from Union Oil Company of California to the
20 State (recorded on October 4, 1951 in Volume 629 at page 500 of
21 Official Records in the Office of the County Recorder of San
22 Luis Obispo County), and passed only those interests in said
23 creek set forth in this agreement to the District by said
24 statutory grant.

25 5. A judgment of dismissal incorporating this agree-
26 ment and consistent herewith shall be entered in the case of
27 San Miguelito Park Co. v. Port San Luis Harbor District, et al.
28 (San Luis Obispo County Superior Court No. 33953) at the request
29 of any party to said case upon this agreement becoming effective.
30 The parties hereto agree that this agreement may be filed,
31 without objection, in any action or proceeding relating to the

1 subject matter of this agreement in any court of competent
2 jurisdiction.

3 6. The parties hereto agree that San Luis Obispo
4 Creek as of the effective date of this agreement is non-
5 navigable, provided, however, that should said creek or any
6 portion thereof become navigable and there is public access
7 thereto, the jurisdiction of the District shall extend to the
8 navigable portion of said creek so long as said navigable
9 condition continues, subject to the underlying ownership of
10 the respective Third Parties and subject to any rights of Third
11 Parties to make such creek non-navigable by natural or artificial
12 means.

13 7. Nothing in this agreement, however, shall permit
14 any party hereto to interfere substantially with presently
15 existing fish and other marine life in said San Luis Obispo
16 Creek for purposes of breeding and habitation, nor shall any-
17 thing herein relieve any party hereto of any existing duty to
18 provide fish and other marine life access to said creek.

19 8. To avoid the possibility of any future misunder-
20 standing regarding the respective interests of the parties
21 hereto immediately landward of the mouth of San Luis Obispo
22 Creek, it is agreed that said respective interests are based
23 upon the deeds referred to by the lettered designations "A,"
24 "B," "C" and "D" on Sheet 1 of Exhibit "B" and that each party's
25 respective interests in the parcels designated "A," "B," "C"
26 and "D" on said sheet shall be to the extent that each is a
27 successor in interest of any of the interests contained in said
28 deeds. The parties hereto agree that the true and correct
29 boundaries of said parcels as described in said deeds are as
30 shown on said Sheet 1 of Exhibit "B." Nothing in this paragraph,
31 however, shall be inconsistent with the rights of the District

1 regarding San Luis Obispo Creek specified in paragraph 6 above.

2 9. The District covenants and agrees that, pursuant
3 to the terms and provisions of the aforementioned statutory
4 grants of the State to the District and the trust conditions
5 applicable to the lands so conveyed to the District, all roads
6 or roadways, both existing and to be built, on the land granted
7 to the District shall be open to all members of the public for
8 motor vehicular traffic without any charge whatsoever for the
9 use thereof. The term road or roadways shall not apply to
10 parking lots, parking areas such as along the sides of roads or
11 roadways where parking meters may be used, loading zones or
12 piers of the District.

13 10. This agreement shall become effective upon the
14 occurrence of the following acts: (1) the execution of this
15 agreement by all of the parties listed on Exhibit "C" attached
16 hereto and incorporated herein by reference, and in the event
17 any such party listed on Exhibit "C" voluntarily or involuntarily
18 disposes of any interest affected by this agreement prior to
19 the recordation of this agreement, the execution of this agree-
20 ment by the successor in interest of such party, in lieu of such
21 party to the extent of the interest disposed of by said party;
22 and (2) the recordation of this agreement executed by all of
23 those parties listed on Exhibit "C," in the Office of the
24 County Recorder of the County of San Luis Obispo. The effec-
25 tive date of this agreement shall be the date of recordation as
26 provided in the preceding sentence. Upon becoming effective,
27 this agreement shall be binding upon and inure to the benefit
28 of the parties and the successors and assigns of the parties
29 hereto.

30 11. This agreement may be executed in any number of
31 counterparts and each executed counterpart shall have the same

1 force and effect as an original and as if all of the parties
2 to the aggregate counterparts had signed the same instrument.
3 Any signature page of this agreement may be detached from any
4 counterpart of this agreement without impairing any signatures
5 thereon by the Executive Officer of the State Lands Commission
6 or by any person so designated in writing by said Executive
7 Officer, and may be attached to another counterpart of this
8 agreement identical in form hereto but having attached to it
9 one or more additional signature pages. In the execution of
10 this agreement each party hereto shall furnish such acknowledg-
11 ments and certifications as may be necessary to permit the
12 recordation of this agreement in the Office of the County
13 Recorder of the County of San Luis Obispo.

14 12. Any other owner of property, or person having
15 an interest therein, adjacent to the aforescribed boundary
16 line, or within the areas adjoining such boundary line which is
17 not specified in Exhibit "C" hereof, may within ten (10) years
18 of the effective date of this agreement become a party to said
19 agreement by executing a counterpart hereto in the form specified,
20 attached to and made a part hereof. Such an executed counter-
21 part shall be deposited with the Executive Officer of the State
22 Lands Commission who shall have said executed counterpart
23 recorded in the Office of the County Recorder of the County of
24 San Luis Obispo, and shall become effective upon recordation
25 in said office. Notwithstanding the foregoing, the execution
26 of a counterpart of this agreement by such other owner or person
27 shall not be effective unless this agreement has previously
28 become effective as provided in paragraph 9 hereof. The cost
29 of recording said counterpart shall be paid by the party which
30 shall have executed it. After said counterpart has been
31 recorded, it shall be attached to the copy of said agreement

1 by the Executive Officer of said Commission. The failure of
2 any such owner or person adjacent to the aforescribed boundary
3 line to execute a counterpart of this agreement shall in no way
4 affect the consideration supporting this agreement, or the
5 validity or binding nature thereof, as between those owners
6 which become parties hereto and the State and the District.

7 13. It is expressly understood by all parties hereto
8 that the provisions set forth in this agreement have been
9 determined for purposes of compromising and settling the common
10 boundary lines between said rancho and said sovereign lands.
11 The boundary lines agreed upon herein shall not constitute any
12 admission by the State, the District, or the Third Parties, nor
13 is it to be construed as any expression on the part of the State,
14 the District, or the Third Parties except as between the parties
15 hereto. The State, District and the Third Parties also agree
16 that the boundary line agreed upon herein is not to be construed
17 as any expression on the part of the State, District or Third
18 Parties as to the continuation of the boundary line described in
19 paragraph 1 above elsewhere.

20 14. The District and the Third Party, which is the
21 owner of the old Marre Hotel site (as that site is shown on
22 Sheet 6 of Exhibit "B" hereof), agree that the true and correct
23 location of a portion of the common boundaries of said District
24 and said Third Party landward of the agreed boundary between
25 sovereign and rancho lands described in paragraph 1 above are
26 those lines designated as "Supplemental Boundary Agreement" on
27 Sheet 6 of Exhibit "B" hereof. It is agreed that said Third
28 Party is the owner of the lands indicated as said hotel site
29 on said Sheet 6 as successor in interest of a deed from Pacific
30 Coast Railway Company to Luigi Marre recorded in Book R at page
31 420 of Deeds in the Office of the County Recorder of San Luis

1 Obispo County and that the true and correct boundaries of the
2 lands described in said deed to the extent material for estab-
3 lishing the respective rights between the State, District and
4 Third Parties are as shown on said Sheet 6 of Exhibit "B" hereto.
5 It is also agreed that the District is the owner of the lands
6 abutting the "Supplemental Boundary Agreement" lines on said
7 Sheet 6 by virtue of a deed recorded in Book 1339 at page 714
8 of Official Records in the Office of the Recorder of San Luis
9 Obispo County. Nothing herein shall affect the rights of any
10 parties in the pipe and pipelines shown on said Sheet 6 as
11 running across the aforementioned lands of the District and
12 said Third Party.

13 15. The District and the Third Party hereto which
14 is the owner of the old Marre Hotel site (as that site is
15 shown on Sheet 6 of Exhibit "B" hereof) also agree that said
16 Third Party at all times shall have the right of reasonable
17 ingress and egress, over and through District property, to said
18 former hotel site. As used herein, said reasonable ingress
19 and egress is defined as a non-exclusive easement twenty (20)
20 feet in width connecting said hotel site with a road or roadway
21 of the District. The District may make the location of said
22 easement fixed and certain by recording a dedication of such
23 an area in the Office of the County Recorder of San Luis Obispo
24 County any time after the effective date of this agreement.
25 The District may relocate said easement after such dedication
26 upon payment to the owner of said old hotel site of any expenses
27 arising as a result of said relocation and, upon such payment,
28 the District may similarly record a document indicating said
29 relocation and release of the previous dedication.

30 16. If any provision of this agreement or the appli-
31 cation thereof to any person or circumstance is held invalid,

1 such invalidity shall not affect other provisions or appli-
2 cations of this agreement which can be given effect without
3 the invalid provision or application, and to this end the
4 provisions of this agreement are severable.

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

10 IN WITNESS WHEREOF, each Party hereto has caused this
11 agreement to be executed.
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1 Attached to and made a part of the San Luis Obispo Bay
2 Boundary Agreement

3 STATE OF CALIFORNIA
4 acting by and through the
5 STATE LANDS COMMISSION

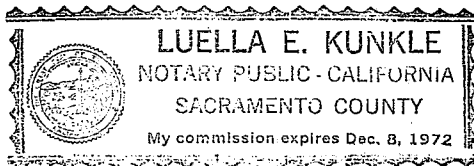
6 March 26, 1970
7 Date of Signature

By F. J. HORTIG
Executive Officer

8 STATE OF CALIFORNIA
9 COUNTY OF Sacramento } ss:

10 On March 26, 1970, before me, the undersigned, a
11 Notary Public in and for said State, with principal office in
12 ~~Los Angeles~~ Sacramento County, personally appeared F. J. HORTIG, known to
13 me to be the Executive Officer of the STATE LANDS COMMISSION,
14 STATE OF CALIFORNIA, the Commission that executed the within
15 Instrument, known to me to be the person who executed the within
16 Instrument on behalf of the Commission therein named, and
17 acknowledged to me that such Commission executed the within
18 Instrument pursuant to a resolution of its Commissioners.

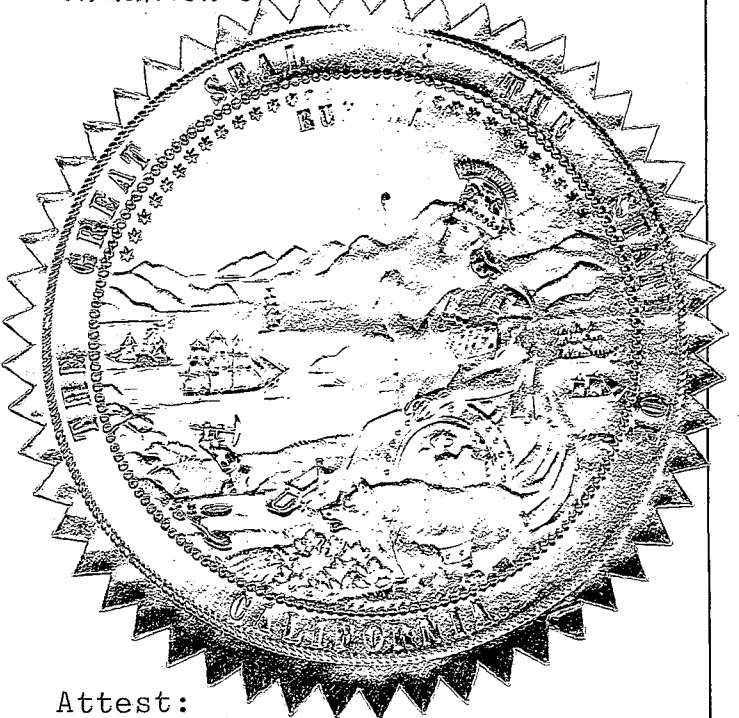
19 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
20 my official seal on the day and year in this certificate first
21 above written.



Luella E. Kunkle
Notary Public in and for the County
of ~~Los Angeles~~, State of California
SACRAMENTO

22 IN APPROVAL WHEREOF, I,
23 RONALD REAGAN

24 Governor of the State of
25 California have set my hand
26 and caused the Seal of the
27 State of California to be
28 hereunto affixed pursuant
29 to section 6107 of the Public
30 Resources Code of the State
31 of California. Given under
my hand at the City of 11st
Sacramento, this, the 11st
day of April in the
year of our Lord one thousand
nine hundred and seventy



Attest:

30 Ronald Reagan
31 Governor of State Assistant Secretary of State

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Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
William Penn Mott, Jr., Director


April 15, 1970

By Robert H. Meyer
Deputy Director

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss.

On this 15th day of April, in the year of 1970, before me,
Lorraine H. Lynn, a Notary Public in and for the State of California,
duly commissioned and sworn, personally appeared Robert H. Meyer,
known to me to be the Deputy Director of Parks and Recreation of the State of California
and acknowledged to me that he executed the within instrument in the name of and on behalf of the State
of California.

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

 LORRAINE H. LYNN
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My commission expires November 19, 1973

Lorraine H. Lynn
Notary Public

27467-768 11-69 1M OSP

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1 Attached to and made a part of the San Luis Obispo Bay
2 Boundary Agreement

4 PORT SAN LUIS HARBOR DISTRICT,
5 a political subdivision of the
6 State of California

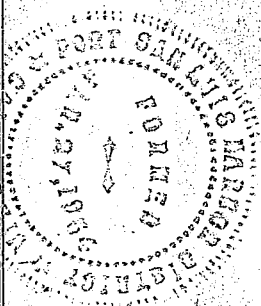
7 April 21, 1970, 1970

By

L.A. Brisco
President

8 ATTEST

9 Secretary



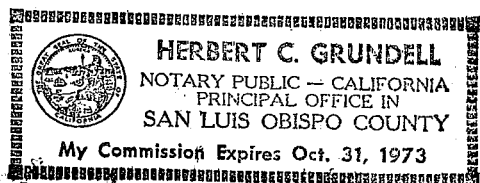
20 [Attach appropriate acknowledgment]

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)SS

On April 21, 1970, before me, the undersigned, a Notary Public in and for said State, with principal office in San Luis Obispo County, personally appeared L. A. Brisco, known to me to be the President, and Gerard Parsons, known to me to be the Secretary of the Board of Harbor Commissioners of Port San Luis Harbor District, the commission that executed the within instrment, and known to me to be the persons who executed the same on behalf of the Commission therein named, and acknowledged to me that such Commission executed the with-in instrument pursuant to a resolution of said Commission.

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.

(SEAL)



Herbert C. Grundell
HERBERT C. GRUNDELL
Notary Public in and for the
State of California, with princi-
pal office in the County of
San Luis Obispo

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 18, 1970

Luigi Marre Land and Cattle Company,
a California corporation

By Louis J. Marre, Pres
By Tres B. Marre

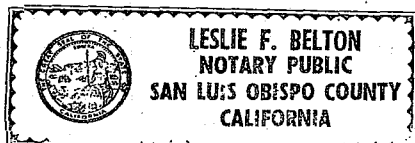


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On this 18th day of April, 1970,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Louis J. Marre',
known to me to be the President,
and Tressa B. Marre', known to me to
be the Secretary of
Luigi Marre Land and Cattle Company, a California corporation,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



My commission expires May 10, 1971

Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

The undersigned hereby state that they neither have
or claim any interest in the property affected by this Agreement,
and that they are executing the same pursuant to the provisions
of Exhibit C hereto in order that said Agreement may become
effective. Subject to the above, the undersigned hereby approve
and agree to the terms and provisions of the San Luis Obispo
Bay Boundary Agreement.

Dated: APRIL 18, 1970.

Robert B. Marre
Robert B. Marre

Imogene C. Marre
Imogene C. Marre

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

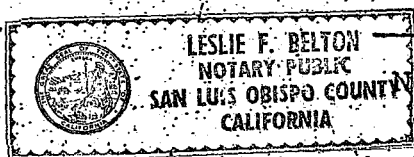
On this 18 day of APRIL,
1970, before me, the undersigned, a Notary Public in and
for said State, personally appeared _____

Robert B. Marre and Imogene C. Marre

known to me to be the persons whose names are _____
subscribed to the within instrument, and acknowledged to me
that they executed the same.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Notary Public in and for the
State of CALIFORNIA

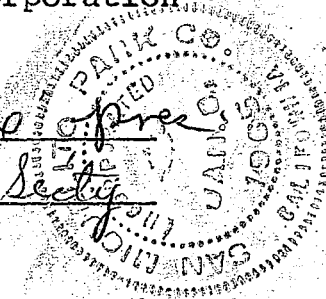
Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 18, 1970.

San Miguelito Park Co., a corporation

By Robert B. Marro *pres*

By Imogene A. Davis *Secy*



STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

On this 18th day of April, 19 70,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert B. Marre',
known to me to be the President,
and Imogene C. Marre', known to me to
be the Secretary of
San Miguelito Park Co., a corporation,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 18, 1970.

Margaret Marre Grossman
Margaret Marre Grossman

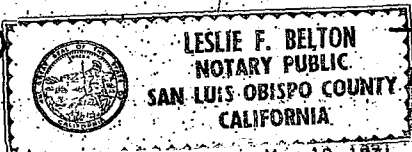
STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.

On this 18th day of April,
19 70, before me, the undersigned, a Notary Public in and
for said State, personally appeared _____
Margaret Marre Grossman

known to me to be the person _____ whose name _____ is _____
subscribed to the within instrument, and acknowledged to me
that _____ s he _____ executed the same.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay Boundary Agreement.

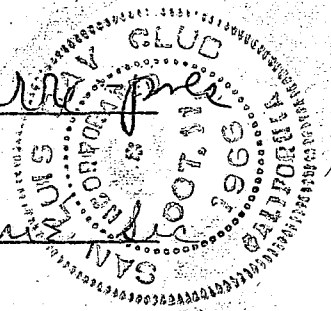
The undersigned hereby states that it neither has or claims any interest in the property affected by this Agreement, and that it is executing the same pursuant to the provisions of Exhibit C hereto in order that said Agreement may become effective. Subject to the above, the undersigned hereby approves and agrees to the terms and provisions of the San Luis Obispo Bay Boundary Agreement.

Dated: April 18, 1970,

San Luis Bay Club, a corporation

By Robert B. Marz

By Imogene C. Marz

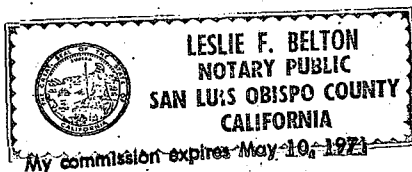


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On this 18th day of April, 1970,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert B. Marre',
known to me to be the President,
and Imogene C. Marre', known to me to
be the Secretary of San Luis Bay Club, a corporation,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

The undersigned hereby state that they neither have
or claim any interest in the property affected by this Agreement,
and that they are executing the same pursuant to the provisions
of Exhibit C hereto in order that said Agreement may become
effective. Subject to the above, the undersigned hereby approve
and agree to the terms and provisions of the San Luis Obispo
Bay Boundary Agreement.

Dated: April 18, 1970.

Louis J. Marre
Louis J. Marre

Tressa B. Marre
Tressa B. Marre

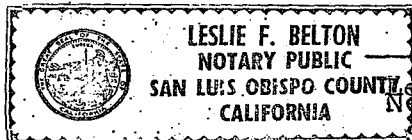
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On this 18th day of April,
19 70, before me, the undersigned, a Notary Public in and
for said State, personally appeared _____
Louis J. Marre and Tressa B. Marre

_____ ,
known to me to be the person s whose names s are _____
subscribed to the within instrument, and acknowledged to me
that they executed the same.

WITNESS my hand and official seal.

(SEAL)



My commission expires May 10, 1971

Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 18, 1970.

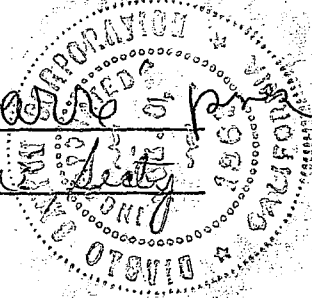
Diablo Canyon Corporation,
a California corporation

By

Robert B. Martin

By

Imogene C. Martin

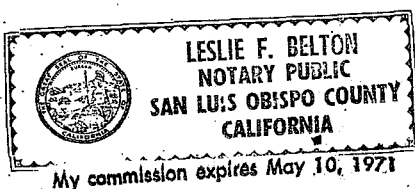


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On this 18th day of April, 1970,
before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert B. Marre',
known to me to be the President,
and Imogene C. Marre', known to me to
be the Secretary of
Diablo Canyon Corporation, a California corporation,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Leslie F. Belton
Notary Public in and for the
State of California

Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 28, 1970.

Title Insurance and Trust Company,
a California corporation, as Trustee
under a deed of trust recorded
April 17, 1967 in Book 1432, page 28
of Official Records in the Office of
the County Recorder of San Luis Obispo
County

By

RBone

By

CR. Jaffey

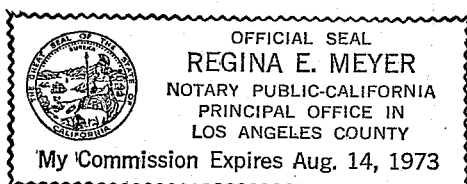
STATE OF California)
) ss.
COUNTY OF Los Angeles)

On this 28th day of April, 1970,
before me, the undersigned, a Notary Public in and for said
State, personally appeared R. D. Bone,
known to me to be the Assistant Vice President,
and D. R. Duffy, known to me to be the
Assistant Secretary, of Title Insurance and Trust
Company, a California corporation, as Trustee under a deed of
trust recorded April 17, 1967 in Book 1432, page 28 of Official
Records in the Office of the County Recorder of San Luis County,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on behalf
of the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Regina E. Meyer
Notary Public in and for said
County and State.

(SEAL)

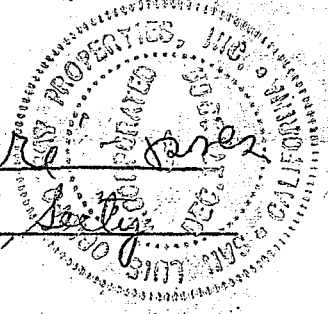


Attached to and made a part of the San Luis Obispo Bay
Boundary Agreement.

Dated: April 18, 1970.

San Luis Obispo Bay Properties, Inc.,
a corporation

By Robert B. Marz
By Therese C. Marz

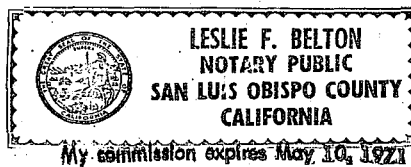


STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN LUIS OBISPO)

On this 18th day of April, 19 70,
before me, the undersigned, a Notary Public in and for said
State, personally appeared ROBERT B. MARRE',
known to me to be the President,
and IMOGENE C. MARRE', known to me to
be the Secretary of
San Luis Obispo Bay Properties, Inc., a corporation,
the corporation that executed the within instrument, known to
me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

(SEAL)



Leslie F. Belton
Leslie C. Belton
Notary Public in and for the
State of California

San Luis Obispo Bay Boundary Agreement

EXHIBIT "A"

Being a line near the Town of Avila, within the County of San Luis Obispo, State of California, described as follows:

BEGINNING at a point on the southeasterly boundary of Parcel 2 as described in Book R at page 437 of Deeds in the Office of the County Recorder of said County, which point bears S. 55° 41' 09.4" W., 403.65 feet from a 1-inch pipe with tag stamped L.S. 2391 (California Zone 5 coordinates of X = 1,182,537.27, Y = 622,436.81) marking the intersection of the northeasterly line of Front Street, 80 feet in width, with the centerline of the right-of-way, 100 feet in width, described in Book P at page 275 of Deeds in the Office of the County Recorder of said County, as shown upon Sheet 8 of 8 of Maps filed in Book 14 at page 33 of Record of Surveys in the County Recorder's Office, said 1-inch pipe bears N. 59° 57' 18" E., 478.53 feet from a Nail and Shiner designated as Point "H" as shown on sheet 7 of 12 of a map entitled "Survey Of The Ordinary High Water Mark" filed in Book 1 of Miscellaneous Maps at Page 1 in the Office of the County Recorder of said County, thence from said point of beginning

S. 23° 31' 00" E.,	119.47 feet;
S. 32° 18' 55" E.,	20.00 feet;
S. 70° 13' 51" W.,	206.34 feet;
S. 59° 29' 23" W.,	65.00 feet;
S. 71° 51' 43" W.,	61.03 feet;
N. 66° 31' 45" W.,	82.86 feet;
S. 79° 38' 01" W.,	83.36 feet;
South	31.00 feet;
N. 81° 15' 14" W.,	13.15 feet;
S. 26° 33' 54" W.,	33.54 feet;
S. 83° 21' 17" W.,	103.70 feet;
S. 54° 44' 37" W.,	71.03 feet;
S. 79° 29' 14" W.,	98.66 feet;
S. 33° 41' 24" W.,	18.03 feet;
N. 69° 46' 30" W.,	20.25 feet;
S. 45° 00' 00" W.,	19.80 feet;
S. 80° 54' 35" W.,	75.95 feet;
S. 61° 17' 38" W.,	47.89 feet;
S. 79° 59' 31" W.,	34.53 feet;
S. 51° 45' 58" W.,	42.01 feet;
N. 88° 09' 09" W.,	31.02 feet;
N. 13° 26' 55" W.,	47.30 feet;
N. 04° 45' 49" E.,	24.08 feet;
N. 56° 18' 35" W.,	18.03 feet;
S. 36° 23' 04" W.,	23.60 feet;
S. 67° 00' 41" W.,	35.85 feet;
N. 52° 18' 20" W.,	27.80 feet;
N. 79° 41' 43" W.,	44.72 feet;
S. 85° 15' 59" W.,	157.54 feet;
N. 66° 30' 05" W.,	25.08 feet;
S. 61° 55' 39" W.,	17.00 feet;
N. 12° 05' 41" W.,	57.27 feet;
N. 74° 44' 42" W.,	11.40 feet;
N. 29° 03' 17" W.,	30.87 feet;
S. 09° 05' 25" W.,	25.32 feet;
N. 83° 59' 28" W.,	19.10 feet;
N. 52° 25' 53" W.,	16.40 feet;
N. 87° 30' 38" W.,	23.02 feet;
S. 26° 33' 54" W.,	20.12 feet;
N. 48° 59' 27" W.,	30.48 feet;
S. 19° 26' 24" W.,	18.03 feet;
N. 59° 02' 10" W.,	17.49 feet;
S. 28° 36' 38" W.,	25.06 feet;
N. 57° 05' 41" W.,	20.25 feet;
S. 01° 28' 08" E.,	39.01 feet;

S. 45° 00' 00" W., 11.31 feet;
 N. 23° 57' 45" W., 19.70 feet;
 N. 58° 44' 10" W., 32.76 feet;
 S. 71° 08' 49" W., 43.32 feet;
 N. 58° 44' 10" W., 32.76 feet;
 N. 28° 04' 21" W., 34.00 feet;
 N. 02° 51' 45" W., 20.02 feet;
 S. 38° 22' 03" W., 30.61 feet;
 N. 41° 11' 09" W., 31.89 feet;
 S. 15° 15' 18" W., 22.80 feet;
 S. 63° 26' 06" W., 15.65 feet;
 N. 21° 17' 51" W., 63.32 feet;
 N. 75° 04' 07" W., 155.24 feet;
 N. 89° 17' 50" W., 163.01 feet;
 S. 84° 58' 26" W., 308.19 feet;
 S. 82° 52' 30" W., 217.68 feet;
 S. 72° 58' 46" W., 102.49 feet;
 S. 82° 19' 59" W., 104.94 feet;
 S. 73° 49' 32" W., 240.52 feet;
 S. 82° 40' 25" W., 70.58 feet;
 S. 73° 02' 53" W., 195.49 feet;
 S. 81° 52' 12" W., 84.85 feet;
 S. 71° 38' 39" W., 228.63 feet;
 S. 70° 04' 10" W., 278.69 feet;
 S. 63° 26' 06" W., 84.97 feet;
 S. 73° 06' 05" W., 82.57 feet;
 S. 64° 41' 14" W., 81.86 feet;
 S. 36° 52' 12" W., 35.00 feet;
 N. 76° 25' 46" W., 29.83 feet;
 S. 49° 16' 04" W., 47.51 feet;
 West 74.00 feet;
 S. 40° 03' 14" W., 147.63 feet;
 S. 51° 31' 56" W., 93.24 feet;
 S. 19° 52' 11" W., 75.61 feet;
 S. 05° 31' 39" E., 31.14 feet;
 S. 70° 20' 47" W., 74.33 feet;
 S. 19° 18' 59" W., 102.79 feet;
 S. 59° 39' 24" W., 47.51 feet;
 N. 89° 23' 49" W., 95.01 feet;
 S. 77° 00' 19" W., 66.71 feet;
 S. 61° 39' 57" W., 115.88 feet;
 S. 52° 29' 24" W., 179.01 feet;
 S. 63° 26' 06" W., 107.33 feet;
 S. 49° 55' 55" W., 139.82 feet;
 S. 68° 17' 41" W., 110.86 feet;
 S. 55° 18' 17" W., 63.25 feet;
 S. 78° 57' 33" W., 83.55 feet;
 S. 42° 03' 14" W., 24.90 feet;
 S. 31° 14' 25" W., 107.90 feet;
 S. 14° 21' 25" W., 100.40 feet;
 S. 19° 34' 25" W., 101.50 feet;
 S. 09° 50' 25" W., 100.00 feet;
 S. 18° 23' 25" W., 101.30 feet;
 S. 18° 54' 25" W., 162.30 feet;
 S. 18° 54' 25" W., 38.60 feet;
 S. 15° 10' 25" W., 100.55 feet;
 S. 35° 06' 40" W., 111.20 feet;
 S. 16° 29' 58" W., 1.21 feet;
 S. 39° 25' 44" E., 42.25 feet to
 a point which bears
 S. 53° 34' 56" E., 47.90 feet
 from Station MAR 2, 1955, as shown
 upon said Record of Survey Book 14,
 page 33 of Maps; thence
 S. 27° 34' 16" W., 107.00 feet;

S. 14° 48' 59" W., 160.33 feet;
 S. 39° 48' 20" W., 23.43 feet;
 S. 16° 09' 26" W., 111.40 feet;
 S. 14° 44' 37" E., 98.23 feet;
 N. 83° 12' 40" E., 42.30 feet;
 S. 11° 18' 36" E., 15.30 feet;
 S. 30° 57' 50" E., 29.15 feet;
 N. 46° 23' 50" E., 58.00 feet;
 S. 43° 01' 30" E., 41.04 feet;
 S. 76° 36' 28" E., 21.59 feet;
 S. 17° 07' 49" W., 152.78 feet;
 S. 83° 09' 26" W., 25.18 feet;
 S. 39° 21' 06" W., 64.66 feet;
 S. 28° 31' 23" W., 209.42 feet;
 S. 04° 41' 09" W., 61.20 feet;
 S. 12° 05' 41" E., 28.64 feet;
 S. 43° 55' 09" W., 37.48 feet;
 S. 15° 56' 43" E., 36.40 feet;
 S. 44° 03' 49" W., 43.14 feet;
 S. 03° 06' 39" E., 92.14 feet;
 S. 13° 34' 52" W., 59.67 feet;
 S. 74° 03' 17" W., 21.84 feet;
 S. 17° 29' 45" E., 96.46 feet;
 S. 02° 36' 09" E., 22.02 feet;
 West 20.00 feet;
 S. 08° 57' 21" W., 19.24 feet;
 S. 33° 23' 19" E., 52.70 feet;
 S. 01° 50' 51" E., 62.03 feet;
 S. 19° 47' 56" W., 26.57 feet;
 S. 45° 00' 00" E., 25.46 feet;
 S. 28° 36' 37" W., 25.06 feet;
 S. 79° 17' 13" W., 37.66 feet;
 S. 08° 40' 23" E., 59.68 feet;
 N. 65° 13' 29" E., 14.32 feet;
 S. 26° 08' 48" E., 61.27 feet;
 S. 52° 35' 41" W., 21.40 feet;
 S. 07° 07' 30" W., 32.25 feet;
 S. 23° 11' 55" E., 22.85 feet;
 S. 26° 04' 31" W., 52.33 feet;
 S. 00° 24' 44" E., 139.00 feet;
 S. 25° 14' 26" E., 77.39 feet;
 S. 81° 40' 27" E., 41.44 feet;
 S. 10° 42' 47" W., 37.66 feet;
 S. 20° 05' 43" W., 43.66 feet;
 S. 04° 45' 49" E., 24.08 feet;
 S. 38° 25' 05" E., 37.01 feet;
 S. 78° 41' 25" E., 25.50 feet;
 S. 15° 01' 06" W., 42.45 feet;
 S. 85° 54' 52" W., 14.04 feet;
 S. 08° 57' 21" W., 19.24 feet;
 S. 55° 18' 17" E., 15.81 feet;
 S. 15° 15' 18" W., 11.40 feet;
 S. 53° 44' 46" E., 18.60 feet;
 S. 16° 23' 22" W., 17.72 feet;
 S. 36° 31' 44" W., 33.60 feet;
 S. 12° 05' 41" W., 28.64 feet;
 S. 22° 14' 57" E., 23.77 feet;
 S. 08° 12' 26" E., 105.08 feet;
 S. 36° 44' 27" E., 88.60 feet;
 S. 73° 50' 08" E., 71.84 feet;
 S. 03° 34' 35" W., 64.12 feet;
 S. 69° 26' 39" E., 25.63 feet;
 S. 08° 01' 27" W., 229.24 feet;
 S. 17° 56' 58" E., 74.63 feet;
 S. 34° 59' 31" E., 24.41 feet;

S. 12° 18' 54" E., 145.34 feet;
S. 05° 05' 32" W., 202.80 feet;
S. 11° 42' 02" E., 172.59 feet;
S. 15° 03' 16" W., 150.15 feet;
S. 01° 04' 03" W., 161.03 feet;
S. 43° 24' 32" E., 50.93 feet;
S. 03° 48' 51" E., 30.07 feet;
S. 45° 00' 00" W., 14.14 feet;
N. 70° 20' 47" W., 29.74 feet; and

S. 51° 39' 16" W., 85.43 feet to a point designated herein as Station 460 which bears N. 39° 55' 36.6" W., 840.27 feet from U.S.C. and G.S. Triangulation Station "WHALEERS IS. 2, 1933" (California Zone 5 coordinates X = 1,177,044.29, Y = 615,235.63), said Station 460 also being located S. 00° 16' 04.4" W., 3,843.33 feet from the heretofore described Station MAR 2, 1955.

Bearings, distances and coordinates in this description are based upon the California Coordinate System, Zone 5.

EXHIBIT B

(Missing)

Pages 627 - 632

EXHIBIT "C"

SAN LUIS OBISPO BAY BOUNDARY AGREEMENT

Parties which must execute the San Luis Obispo Bay Boundary Agreement in order for it to become effective:

1. State of California, acting by and through the State Lands Commission.
2. State of California, Department of Parks and Recreation.
3. Port San Luis Harbor District, a political subdivision of the State of California.
4. Luigi Marre Land and Cattle Company, a California corporation.
5. Robert B. Marre and wife.
6. San Miguelito Park Co.
7. Margaret Marre Grossman.
8. San Luis Bay Club, a corporation.
9. Louis J. Marre and Tressa B. Marre.
10. Diablo Canyon Corporation, a California corporation.
11. Title Insurance and Trust Company, a California corporation, as Trustee under a deed of trust recorded April 17, 1967 in Book 1432, page 28 of Official Records in the Office of the County Recorder of San Luis Obispo County.
12. San Luis Obispo Bay Properties, Inc., a corporation.

Nº L.A. 2083

STATE LANDS COMMISSION
STATE LANDS DIVISION
STATE OF CALIFORNIA
LOS ANGELES

The undersigned, acting in this behalf for the State Lands Commission, does hereby certify, that the annexed document is a true and exact copy of Minute Item No. 22 of the meeting of the State Lands Commission held in Sacramento, California, on March 26, 1970, the original of which is _____

on file in the office of the State Lands Commission; that said minute item has been compared by the undersigned with the original, and is a correct transcript ----- therefrom.

IN WITNESS WHEREOF, the undersigned has executed this certificate and affixed the seal of the State Lands Commission, this 27th day of April, A. D. 1970.

(TITLE)

Executive Officer

STATE LANDS COMMISSION

58264 2-62 500 DUP SPO

Calendar Item 14 (2 pages)

VOL 1563 PAGE 634

22. SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT, B.L.A. 119, AND SETTLEMENT OF LITIGATION IN THE MATTER OF SAN MIGUELITO PARK CO. V. PORT SAN LUIS HARBOR DISTRICT AND STATE OF CALIFORNIA, SAN LUIS OBISPO COUNTY SUPERIOR COURT CASE NO. 33953; SAN LUIS OBISPO COUNTY - W-503.533, B.L.A. 119.

After consideration of Calendar Item 14 attached, and upon motion duly made and carried, the following resolution was adopted:

THE COMMISSION:

1. AUTHORIZES THE EXECUTION OF SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT, B.L.A. NO. 119, WHICH IS ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF, BETWEEN THE STATE OF CALIFORNIA, PORT SAN LUIS HARBOR DISTRICT, AND OTHER PARTIES SET FORTH THEREIN.
2. AUTHORIZES THE OFFICE OF THE ATTORNEY GENERAL TO APPEAR ON BEHALF OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, IN THE CASE OF SAN MIGUELITO PARK CO. V. PORT SAN LUIS HARBOR DISTRICT AND THE STATE OF CALIFORNIA, SAN LUIS OBISPO COUNTY SUPERIOR COURT CASE NO. 33953, AND TO ENTER INTO AN APPROPRIATE STIPULATION FOR JUDGMENT THEREIN OR TO TAKE ANY OTHER NECESSARY LEGAL ACTION TO EFFECTUATE THE PROVISIONS OF SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT, B.L.A. NO. 119, REFERRED TO IN PARAGRAPH 1 ABOVE.

Attachment

Calendar Item 14 (2 pages)

CALENDAR ITEM

3/70
NB

14.

PROPOSED SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT; B.L.A. 119, AND SETTLEMENT OF LITIGATION IN THE MATTER OF SAN MIGUELITO PARK CO. V. PORT SAN LUIS HARBOR DISTRICT AND STATE OF CALIFORNIA, SAN LUIS OBISPO COUNTY SUPERIOR COURT CASE NO. 33953; SAN LUIS OBISPO COUNTY - W-503.533, B.L.A. 119.

The San Miguelito Park Co. filed a quiet title action against the Port San Luis Harbor District and the State of California to establish ownership to uplands abutting San Luis Obispo Bay and parts of San Luis Obispo Creek.

The plaintiff derails title as a successor in interest to Rancho San Miguelito, which Rancho boundaries specifically traverse the mouths of creeks and streams as they may have existed in their last natural state, including San Luis Obispo Creek. The State of California, pursuant to Chapter 647, Statutes of 1955, as amended by Chapter 302, Statutes of 1957, granted in trust to the Port San Luis Harbor District tide and submerged lands in San Luis Obispo Bay, including part of San Luis Obispo Creek. Pursuant to said statutes, the State Lands Commission surveyed the boundaries of the sovereign lands granted in trust to the District, including a portion of San Luis Obispo Creek, without any notation as to the quality or extent of the State's title. The plaintiffs have challenged the existence of any right, title, or interest of the State or the District in a portion of San Luis Obispo Creek shown on said survey, and have sued the State and the District to quiet title in them as against the State and the District.

The United States Supreme Court has held that where specific calls in a Spanish or Mexican land grant cross a creek or a stream, title to the bed within the description of the land grant passed to the grantee, and consequently the State would hold no fee title to the bed of such stream. Public rights arise in the waters of such streams that become navigable but are located on privately owned lands, subject, however, to the right of the land owner to reclaim such lands. The State and the District find it desirable to recognize the respective interests of the plaintiffs in San Luis Obispo Creek, subject to the proviso that if the waters of said creek become navigable and there is public access thereto, the jurisdiction of the District shall extend to such waters, subject to the underlying ownership of the plaintiffs and subject to any rights the plaintiffs have to make the creek nonnavigable by reclamation. However, the agreement does not permit any party to interfere substantially with presently existing fish and other marine life in San Luis Obispo Creek for purposes of breeding and habitation, nor does it relieve any party of any existing duty to provide access to the creek to fish and other marine life.

In order to avoid complex lengthy and expensive litigation, the State, the District, and the plaintiffs consider it expedient and necessary and in the best interests of all the parties to fix the boundary permanently between the parties and settle the litigation thereby.

The Office of the Attorney General has approved the proposed boundary line agreement and settlement, and the staff of the State Lands Division concurs.

CALENDAR ITEM 14. (CONTD.)

IT IS RECOMMENDED THAT THE COMMISSION:

1. AUTHORIZE THE EXECUTION OF SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT, B.L.A. NO. 119, WHICH IS ON FILE IN THE OFFICE OF THE STATE LANDS COMMISSION AND BY REFERENCE MADE A PART HEREOF, BETWEEN THE STATE OF CALIFORNIA, PORT SAN LUIS HARBOR DISTRICT, AND OTHER PARTIES SET FORTH THEREIN.
2. AUTHORIZE THE OFFICE OF THE ATTORNEY GENERAL TO APPEAR ON BEHALF OF THE STATE OF CALIFORNIA, ACTING BY AND THROUGH THE STATE LANDS COMMISSION, IN THE CASE OF SAN MIGUELITO PARK CO. V. PORT SAN LUIS HARBOR DISTRICT AND THE STATE OF CALIFORNIA, SAN LUIS OBISPO COUNTY SUPERIOR COURT CASE NO. 33953, AND TO ENTER INTO AN APPROPRIATE STIPULATION FOR JUDGMENT THEREIN OR TO TAKE ANY OTHER NECESSARY LEGAL ACTION TO EFFECTUATE THE PROVISIONS OF SAN LUIS OBISPO BAY BOUNDARY LINE AGREEMENT, B.L.A. NO. 119, REFERRED TO IN PARAGRAPH 1 ABOVE.

IN THE BOARD OF HARBOR COMMISSIONERS OF THE
PORT SAN LUIS HARBOR DISTRICT, COUNTY OF
SAN LUIS OBISPO, CALIFORNIA

April 13, 1970
Port San Luis, California

RESOLUTION NO. 70- 2

WHEREAS, there has been presented to this Board, a Boundary Agreement between the State of California, Port San Luis Harbor District and those parties which own lands adjacent to the Boundary line established therein, identified as B. L. A. 119 and covering in part the area in San Luis Obispo Bay, California; and

WHEREAS, this Board desires to execute the same;

NOW THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Harbor Commissioners of Port San Luis Harbor District:

1. That the President and Secretary of this Board are hereby authorized to execute such Boundary Agreement for and on behalf of said commissioners and said Harbor District.
2. That the executed copies of the said Boundary Agreement be transmitted by the Secretary forthwith to N. Gregory Taylor, Deputy Attorney General, Los Angeles, California.

On motion of Commissioner Law, seconded by Commissioner Strother, and on the following roll call vote, to wit:

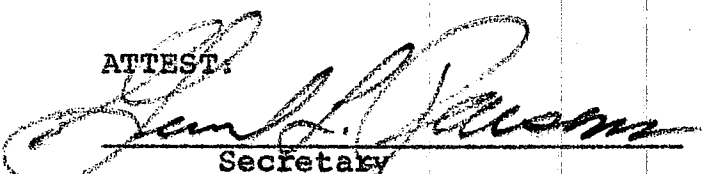
AYES: Commissioners Brisco, Fabbri, Law, Parsons and Strother

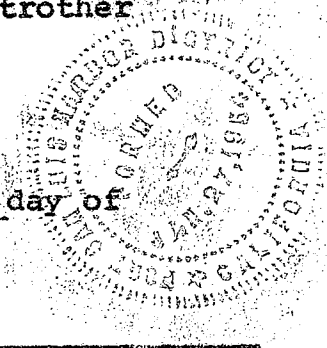
NOES: None

ABSENT: None

the foregoing resolution is hereby adopted this 13th day of April, 1970.

ATTEST:


Secretary
Board of Harbor Commissioners


s/ L. A. BRISCO
President
Board of Harbor Commissioner

END OF DOCUMENT