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State Lands Commission

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Section 6103

S.L.C. No. SL 1292

NO TAX DUE _____

BOUNDARY LINE AGREEMENT

B.L.A. NO. 243

THIS BOUNDARY LINE AGREEMENT is made and entered into
this 23rd day of February, 1984, by and between the
STATE OF CALIFORNIA, acting by and through the State Lands
Commission (hereinafter referred to as the "STATE"), the County
of Sonoma ("the County"), and Harold O. Parish and Mitchell T.
and Wanda A. Zankich ("the Landowners").

RECITALS

A. The STATE obtained title to tide and submerged
land within the State of California by virtue of its sovereignty
upon admission to the Union on September 9, 1850;

B. There are privately-owned lands, above ordinary
high water mark, abutting that portion of Bodega Bay affected

by this Agreement (hereinafter the "uplands"). Some or all of the uplands are part of the lands that were part of the Bodega Rancho that was patented by the United States to the predecessors in interest of the Landowners.

C. The tide and submerged lands waterward of the upland parcels were granted by the State to the County pursuant to Chapter 1406, Statutes of 1951, Chapter 1064, Statutes of 1959, and Chapter 799, Statutes of 1961, subject to the terms, conditions, and reservations of the statutes.

D. The County claims title to all lands in Bodega Bay lying below the ordinary high water mark as it last existed in a state of nature, unaffected by artificial accretion and reliction.

E. The boundary between the tide and submerged lands and the uplands is the ordinary high water mark as it last existed in a state of nature, unaffected by artificial reliction or accretion.

F. That portion of the ordinary high-water mark subject to this Agreement has been affected by artificial influences, including the construction of a bulkhead, road, and entrance jetties, and there is consequently substantial doubt and uncertainty concerning the last natural location of the ordinary high-water mark and therefore of the true boundary between the tide and submerged lands and the uplands. Various maps and surveys are inconclusive on this question.

G. The parties consider it expedient and necessary, and in the best interests of the STATE, the County, the Landowners,

and the public to describe, determine, and fix permanently by agreement the boundary between the tide and submerged lands and the uplands owned by the Landowners, thereby avoiding the cost, delay and uncertainty incidental to the determination of ownership and the establishment of the boundary by litigation.

H. The STATE may enter such boundary line agreements pursuant to the provisions of Section 6357 of the Public Resources Code.

THEREFORE, in this factual context, in order to locate, describe, and permanently fix and establish the ownership of the tide and submerged lands and the true and correct boundary between the tide and submerged lands and the uplands owned by the Landowners, it is hereby mutually agreed that:

1. The true boundary between the tide and submerged lands and the uplands, which is the last natural position of the ordinary high water mark unaffected by artificial reliction or accretion, is hereby permanently fixed and established along portions of that line established by the survey of the State Lands Commission undertaken pursuant to the Legislative Grant to the County under Chapter 1406, Statutes of 1951 (the "Agreed Boundary Line"), which line is more particularly described on the attached Exhibit A and incorporated herein by reference. This line is agreed by the parties to be a reasonable approximation of the last natural position of the ordinary high-water mark.

2. This agreed boundary line is not intended by the parties as a meander line. It is the intent of the parties that the agreed boundary line shall be permanent and fixed and not subject to change by reason of future influences, artificial or natural.

3. It is expressly understood by all parties hereto that this Agreement has been entered into for the purpose of compromising and settling disputes concerning the boundary line between the tide and submerged lands and the uplands solely between the parties hereto and solely as to the portion of the tide and submerged lands and the boundary line described and depicted in Exhibit A. The Landowners by agreeing to these Agreed Boundary Lines do not intend to affect the rights, if any, of any other parties in lands adjacent to the Agreed Boundary Lines. This Agreement shall neither constitute an admission by any of the parties hereto, nor be construed as an expression on the part of any of the parties hereto, concerning the ownership of land or interests in land other than the lands abutting the Agreed Boundary Lines.

4. This Agreement shall become effective upon the occurrence of the following acts: (1) the execution of this Agreement by all of the named parties hereto and, in the event any such party 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 in the Office of the Recorder of the County of Sonoma.

5. 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 by the Executive Officer of the State Lands Commission, or by any person so designated in writing by said Executive Officer, from any counterpart of this Agreement without impairing any signatures thereon, 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 such acknowledgments and certifications as may be necessary to permit the recordation of this Agreement in the Office of the Recorder of the County of Sonoma.

6. This Agreement shall inure to the benefit of and shall be binding upon the heirs, administrators, successors, and assigns of the parties hereto.

7. Upon recordation of this Agreement, the STATE will dismiss its cross-complaint in County of Sonoma v. Zankich, Sonoma County No. 119079, each party to bear its own costs.

8. The exhibit referred to in this Agreement is attached hereto and is incorporated herein as if set out in full.

IN WITNESS WHEREOF, the parties hereto have caused
this Agreement to be executed.

Mitchell T. Zankich

MITCHELL T. ZANKICH

Wanda A. Zankich

WANDA A. ZANKICH

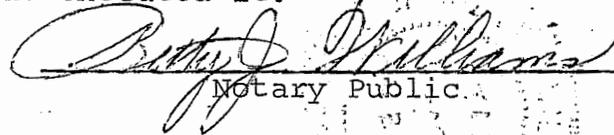
Harold O. Parish

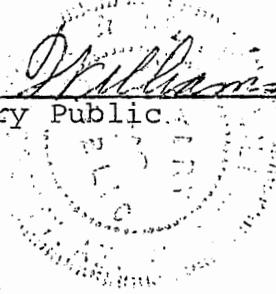
HAROLD O. PARISH

STATE OF ARIZONA, County of Yuma

On this 16th day of January, 1984, before me, a Notary Public, personally appeared HAROLD O. PARISH, personally known to me, to be the persons whose name is subscribed to this instrument and acknowledged to me that he executed it.

My Commission Expires:
October 6, 1985


Notary Public



Emerald Lakes
COUNTY OF SONOMA

APPROVED AS TO FORM:

JOHN K. VAN DE KAMP
Attorney General

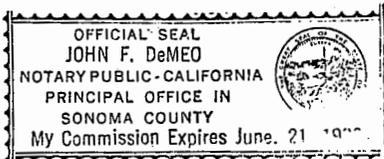
STATE OF CALIFORNIA, acting by
and through the STATE LANDS
COMMISSION

By _____
JOSEPH BARBIERI
Deputy Attorney General

By *Claire T. DEDRICK*
CLAIRE T. DEDRICK
Executive Officer

State of California, County of Sonoma:

On this 7 day of December, 1983, before me, a Notary Public, personally appeared MITCHELL T. ZANKICH and WANDA A. ZANKICH personally known to me, to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it.



John F. DeMEO
Notary Public

COUNTY OF SONOMA

APPROVED AS TO FORM:

JOHN K. VAN DE KAMP
Attorney General

STATE OF CALIFORNIA, acting by
and through the STATE LANDS
COMMISSION

By Joseph Barbieri
JOSEPH BARBIERI
Deputy Attorney General

By Claire T. DEDRICK
CLAIRE T. DEDRICK
Executive Officer

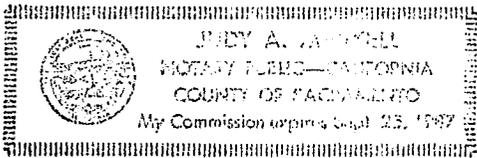
STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this 24th day of February, 19 84,
before me, the undersigned, a Notary Public in and for the State of California, with principal
office in the County of Sacramento, personally appeared Claire T. Dedrick

personally known to me
~~(or proved to me on the basis of satisfactory evidence)~~ to be the person who executed this
instrument as Executive Officer

of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission that
executed the within instrument, known to be the person who executed the within
instrument, on behalf of the Commission there named, and acknowledged to me that such
Commission executed the within instrument pursuant to a resolution of its Commissioners.

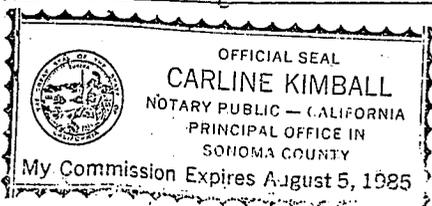
WITNESS my hand and official seal.



Judy A. Markell
NOTARY PUBLIC IN AND FOR THE
STATE OF CALIFORNIA

STATE OF CALIFORNIA)
)
COUNTY OF SONOMA)

On this 14 day of December, in the year 1983
before me, Carline Kimball, a Notary Public, personally appeared
Ernie Ciprietta, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person who executed this instru-
ment as Chairman of Board of Supervisors,
a political subdivision, State of California and acknowledged to me that the
Chairman executed it.

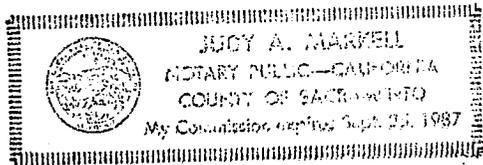


Carline Teyon
Notary Public

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

On February 24, 1984, before me, the undersigned, a Notary Public in and for said State, with principal office in Sacramento County, personally appeared CLAIRE T. DEDRICK, 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 on February 23, 1984, 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.



Judy A. Maxwell
Notary Public in and for the
County of Sacramento, State of
California

IN APPROVAL WHEREOF, I,
GEORGE DEUKMEJIAN, 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, 7 day of March
in the year of our Lord one thousand
nine hundred eighty-four.

George Deukmejian
Governor of State

Marceli Faria Esq.
Secretary of State

Attest:

By Marjorie Hershberger

EXHIBIT "A"

BOUNDARY AGREEMENT LINE

An agreed to line located in the northerly portion of Bodega Bay, Sonoma County, California, more particularly described as COMMENCING at Station 224 as shown on the State Lands map entitled "Survey of Legislative Grant to the County of Sonoma, Statute 1951, Chapter 1406", filed in Book 74 Maps, page 4 to 9, County Recorder of Sonoma County, October 30, 1953, also known as the TRUE POINT OF BEGINNING; thence along said 1951 survey line the following nine courses:

1. N 86° 13' 40" W 182.40 feet to Station 223;
2. N 76° 10' 49" W 192.57 feet to Station 222;
3. N 52° 27' 55" W 103.41 feet to Station 221;
4. N 23° 23' 52" W 113.32 feet to Station 220;
5. N 42° 09' 12" W 128.14 feet to Station 219;
6. N 33° 14' 49" W 215.23 feet to Station 218;
7. N 20° 43' 32" W 158.24 feet to Station 217;
8. N 06° 54' 40" W 99.72 feet to Station 216;
9. N 03° 28' 26" W 313.58 feet to Station 215, and the end of the described line.

END OF DESCRIPTION