

A meeting of the State Lands Commission was held in Room 304, State Building, Los Angeles, on November 29, 1945, at 5 P. M.

Present: Honorable James S. Dean, Chairman
Honorable Frederick F. Houser, Member.

Absent: Honorable Harry B. Riley.

1. The next meeting of the Commission was tentatively set for Wednesday, January 16th, at 2 P. M. in the office of the Director of Finance, Sacramento, California. This date is in lieu of the January 17th tentative date suggested at the November 20, 1945 meeting of the Commission.

2. (Hamilton Field Common Boundary Matter)
(California Packing Corporation -- Marin Meadows Ranch)
Upon motion duly made and unanimously carried, the Commission approved and authorized execution of the following compromise proposal:

"AGREEMENT FOR COMPROMISE OF CLAIM"

"THIS AGREEMENT; made and entered into this _____ day of _____, 1945, (insert date) by and between the STATE LANDS COMMISSION, Department of Finance, State of California, acting for and on behalf of the State of California, First Party, and CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, Second Party,

"W I T N E S S E T H :

"THAT WHEREAS, Second Party claims to be the owner in fee simple absolute of all that certain parcel of land situate, lying and being in the County of Marin, State of California, more particularly described as follows:

"All that certain piece or parcel of land situate, lying and being in the County of Marin, State of California, bounded on the West by the section lines dividing Sections 34 and 35, Sections 26 and 27, and Sections 22 and 23, all in Township 3 North, Range 6 West, Mount Diablo Base and Meridian, and on the North by the south bank of Novato Creek or Slough, and on the East by the shore of San Pablo Bay and on the South by the north line of Hamilton Field,

including the north line of the lands under condemnation in that certain action brought in the District Court of the United States for the Northern District of California, Southern Division, entitled 'United States of America, Plaintiff, vs. 54.42 Acres of Land more or less, situate in the County of Marin, State of California, et al., Defendants', and numbered 23288-K, all more particularly described as follows, to wit:

"(1) To establish the point of beginning:

"start at a point S.J. 28, set to mark the final and official survey of the exterior boundary line of the Rancho San Jose, as filed July 1858, in the office of the County Recorder of Marin County in Book-A of Patents; page one;
Thence North $76^{\circ} 1'$ West 59.03 feet; Thence North $11^{\circ} 35'$ West 394.44 feet, Thence South $73^{\circ} 43'$ East along the northerly boundary line of the United States Government land (known as Hamilton Field) 6572.75 feet, more or less, to the point of beginning;

"(2) From said point of beginning:

"North $19^{\circ} 8'$ $30''$ East 93.84 feet;
Thence East 509.61 feet;
Thence North 527.0 feet;
Thence East 286.6 feet;
Thence North $60^{\circ} 0'$ East 1951.68 feet, more or less, to the shore of San Pablo Bay;
Thence Northeasterly and Northwesterly meandering along the shore of San Pablo Bay to its intersection with the southerly bank of Novato Creek or Slough;
Thence Westerly meandering along the Southerly bank of Novato Creek or Slough to its intersection with the division line between Sections 22 and 23, T. 3 N., R. 6 W., Mount Diablo Base and Meridian; Thence south along the division line between Sections 22 and 23, Sections 26 and 27, and Sections 34 and 35, T. 3 N., R. 6 W., Mount Diablo Base and Meridian, to its intersection with the line previously referred to as the Northerly boundary of United States Govern-

ment Land (known as Hamilton Field);
Thence South 73° 43' East, to the point
of beginning;

"Said parcel being all of Section 26 and a portion
of Sections 23, 24, 25, 35 and 36, T. 3 N., R. 6 W.,
Mount Diablo Base and Meridian;

which said parcel is a part of a larger tract of land known
as the Marin Meadows Ranch of the Second Party;

"AND WHEREAS, First Party, acting for and on behalf of the
State of California, claims that the State of California
is the owner of all of said parcel of land above specifically
described lying easterly of the easterly line of State Tide
Land Location No. 31 (based on State Tide Land Survey No. 135),
which said easterly line, in so far as it relates to said
parcel of land above described, is more particularly described
as follows:

"COMMENCING at the southeast corner of the south-
west quarter of Section 35, Township 3 North, Range 6
West, M.D.M., and running thence north along the north
and south center line of Sections 35 and 36 of said
Township 3 North, Range 6 West, 120 chains to the center
of said Section 26; thence west 5 chains; thence north
40 chains; thence east 5 chains; and thence north 38.41
chains to the boundary line of Swamp & Overflowed Land
Survey No. 93.

"AND WHEREAS, the claim of the State of California to said
lands lying easterly of said easterly line of State Tide
Land Location No. 31 is based upon the claim that said
last-mentioned lands were formed as the result of accretion
due to levees built along, on or below the line of ordinary
high water mark and therefore represent artificial accre-
tions on tide and submerged lands belonging to the State of
California and accordingly belong to the State of California;

"AND WHEREAS, Second Party denies said claim of the State
of California in its entirety and claims that said lands
lying easterly of said easterly line of State Tide Land
Location No. 31 were formed by natural accretion and belong
to Second Party as the owner of the adjacent upland to which
said lands accreted;

"AND WHEREAS, the controversy over the claims aforesaid is

now the subject-matter of an action to quiet title brought by the State of California, by and through the Attorney General of the State of California upon the request of First Party hereto and also upon his own determination and motion, against the Second Party hereto and others in the Superior Court of the State of California, in and for the County of Marin, entitled 'THE PEOPLE OF THE STATE OF CALIFORNIA, Plaintiff, vs. CALIFORNIA PACKING CORPORATION, a corporation, THE ROMAN CATHOLIC ARCHBISHOP OF SAN FRANCISCO, a corporation sole, JOHN DOE ONE to TWENTY-FIVE, JANE DOE ONE to TWENTY-FIVE, and JOHN DOE COMPANY ONE, a corporation; to JOHN DOE COMPANY TEN, a corporation, Defendants', and numbered 16468 upon the records and files of said Superior Court;

"AND WHEREAS, the parties hereto have compromised and settled the aforesaid controversy and agreed upon the proper common boundary line between the lands of Second Party and those of the State of California upon the basis hereinafter set forth, and this compromise has been authorized by resolution of First Party at a meeting after due notice thereof and by at least two members of First Party present;

"NOW THEREFORE, in consideration of the premises and of the payment hereinafter provided for and of the agreements hereinafter set forth,

"IT IS HEREBY MUTUALLY AGREED, as follows:

"(1) That the true and correct common boundary line between the lands owned by Second Party as a part of its said Marin Meadows Ranch and those of the State of California, constituting the tide and submerged and other lands of and along San Pablo Bay is the following described line, to wit:

"Said common boundary line is a line located 50 feet easterly from, measured at right angles, and parallel to the following described monument line: Beginning at a concrete monument No. one, marked with copper disc stamped R. E. 3230, set on top of the levee bordering the shore of San Pablo Bay, in the County of Marin, State of California, which

monument bears North $25^{\circ} 25' 30''$ East 1798.82 feet from monument No. 15 of the Hamilton Field Survey; and running thence North $24^{\circ} 50' 30''$ East 2847.92 feet to monument No. two; thence North $21^{\circ} 54' 18''$ East 429.25 feet to monument No. three; thence North $10^{\circ} 22' 18''$ East 421.93 feet to monument No. four; thence North $1^{\circ} 20' 18''$ West 1782.67 feet to monument No. five; thence North $9^{\circ} 38' 18''$ West 933.82 feet to monument No. six; thence North $13^{\circ} 35' 30''$ West 767.71 feet to monument No. seven; thence North $14^{\circ} 36' 30''$ West 2300.19 feet to monument No. eight; thence North $20^{\circ} 18' 30''$ West 1645.55 feet to monument No. nine; thence North $66^{\circ} 19' 30''$ West 180.58 feet to monument No. ten, located on the south bank of Novato Creek, from which monument Triangulation Station 'Petaluma Point' bears North $0^{\circ} 04' 36''$ East 3842.83 feet.

"Monument No. 13, set in the southeasterly footing of the first power line tower south of Novato Creek; bears from monument No. ten, South $75^{\circ} 31' 30''$ West 386.45 feet, South $72^{\circ} 25' 18''$ West 189.44 feet, and South $66^{\circ} 07' 30''$ West 1805.37 feet.

"Meridian, same as that of Hamilton Field.

and that said line is hereby agreed to as the established common boundary line between and dividing the lands owned by the Second Party and the lands owned by the State of California, and that all of the lands in the first recital hereof above described lying westerly of the line in this paragraph above described are owned by the Second Party and that the State of California has no right, title or interest therein or thereto and, correspondingly, that the State of California owns all of the lands in the first recital hereof above described lying easterly of the line in this paragraph above described and that Second Party has no right, title or interest therein or thereto.

"(2) Contemporaneously with the delivery of this agreement and after it has been approved as provided in paragraph numbered (4) hereof, Second Party shall pay or cause to be paid to the State of California the sum of \$100,000, as a part and on account of this compromise and settlement.

"(3) Contemporaneously herewith the action to quiet title

in the fifth recital hereof above referred to is being disposed of, pursuant to a compromise between the Second Party hereto and the Attorney General of the State of California, which provides for the payment referred to in the preceding paragraph (2) hereof, by a judgment of the court in which said action is pending in favor of Second Party hereto as to all of the lands in the first recital hereof above described lying westerly of the common boundary line in paragraph numbered (1) hereof above described and in favor of the State of California as to all of the lands in the first recital hereof above described lying easterly of said common boundary line in paragraph numbered (1) hereof above described.

"(4) This compromise agreement is to be submitted to the Governor of the State of California for his approval and upon such approval, and not before, it shall be binding upon Second Party and the State of California."

"(5) This compromise agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Second Party and of the State of California."

There being no further business to come before the Commission, the meeting was adjourned.