

MINUTE ITEM

4/27/67

28. APPROVAL OF BOUNDARY AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE MC NEAR COMPANY ALONG THE PETALUMA RIVER, SONOMA COUNTY - W.O. 6506, B.L.A. NO. 89.

After consideration of Calendar Item 27 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO EXECUTE A BOUNDARY AGREEMENT BETWEEN THE MC NEAR COMPANY AND THE STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A" AND HEREBY MADE A PART HEREOF, FIXING THE BOUNDARY OF STATE TIDE AND SUBMERGED LANDS ALONG THE PETALUMA RIVER.

Attachment

Calendar Item 27 (6 pages)

27.

APPROVAL OF BOUNDARY AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE MC NEAR COMPANY ALONG THE PETALUMA RIVER, SONOMA COUNTY - W.O. 6506.

A request has been received from the McNear Company for the establishment of the boundary along the Ordinary High Water Mark of the Petaluma River, which formerly flowed through the parcel of land now owned by the McNear Company.

A study of this area shows that a man-made cut, referred to as "Cut-off D", diverted the Petaluma River into its present channel many years ago.

The location of the State-owned "loops" was determined and mapped from the 1860 U.S. Topographic Survey.

The 1860 position of the Petaluma River is acceptable to the McNear Company.

The Office of the Attorney General has reviewed and approved this proposed boundary agreement.

IT IS RECOMMENDED THAT THE COMMISSION AUTHORIZE THE EXECUTIVE OFFICER TO EXECUTE A BOUNDARY AGREEMENT BETWEEN THE MC NEAR COMPANY AND THE STATE OF CALIFORNIA, A COPY OF WHICH IS ATTACHED AS EXHIBIT "A" AND HEREBY MADE A PART HEREOF, FIXING THE BOUNDARY OF STATE TIDE AND SUBMERGED LANDS ALONG THE PETALUMA RIVER.

Attachment  
Exhibit "A"

EXHIBIT "A"

BOUNDARY AGREEMENT

THIS BOUNDARY AGREEMENT, made and entered into by and between  
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 MC NEAR COMPANY, A PARTNERSHIP (as Party of the Second Part hereinafter referred to as "Second Party").

W I T N E S S E T H

WHEREAS, the State acting through the State Lands Commission is authorized by Section 6357 of the Public Resources Code to establish by agreement the Ordinary High Water Mark or the Ordinary Low Water Mark of the swamp, overflowed, marsh, tide or submerged lands of this State, whenever it is deemed expedient or necessary; and

WHEREAS, the Second Party appears of record as owner of certain uplands along the Petaluma River in the vicinity of the City of Petaluma; and

WHEREAS, the State of California, by virtue of its sovereignty, is the owner of the tide and submerged lands in the Petaluma River; and

WHEREAS, the Ordinary High Water Mark as it may have existed in its last natural state has been affected by artificial and natural processes or a combination of both; and

WHEREAS, a study of this section of the Petaluma River shows that a man-made cut, referred to as "Cut-off D", diverted the channel of the river; and

WHEREAS, the State Lands Commission and Second Party consider it expedient and necessary and in the best interests of the State and the public to describe and fix permanently the Ordinary High Water Mark as the boundary

EXHIBIT "A" (CONTD.)

between the lands belonging to the State and Second Party and forever set at rest any and all questions relating to the location of said Ordinary High Water Mark.

NOW, THEREFORE, in order to locate, describe, and permanently establish the Ordinary High Water Mark as the true and correct boundary line between the State and Second Party, it is agreed that said boundary line is and shall be located and established as follows:

Those segments of the boundary of tide and submerged land along the natural banks of the Petaluma River being more particularly described as follows:

Commencing at the most southerly corner of the 18.23-acre tract described in the deed from The McNear Company, a partnership, to the City of Petaluma, dated December 3, 1940 and recorded February 8, 1941 under Recorder's Serial No. B-28309, Sonoma County Records; thence North  $54^{\circ} 46'$  West 100 feet, more or less to the True Point of Beginning of Segment AB; thence S.  $05^{\circ} 23' 22''$  W. 182.98 feet to the terminus of Segment AB; thence S.  $35^{\circ} 14'$  W. 237.94 feet; thence N.  $57^{\circ} 29'$  W. 145 feet, more or less to the True Point of Beginning of Segment CDEF; thence, along the following courses:

(All bearings and distances on described segments conform to California Coordinate System, Zone 3.)

SEGMENT CDEF

N.  $41^{\circ} 20' 52''$  E. 80 feet more or less,  
N.  $21^{\circ} 19' 04''$  E. 220.06 feet and  
N.  $07^{\circ} 00' 05''$  W. 152.53 feet to the  
terminus of Segment CDEF; thence  
N.  $54^{\circ} 46'$  W. 451.80 feet and

EXHIBIT "A" (CONTD.)

N. 35° 14' E. 290 feet, more or less,  
to the True Point of Beginning of  
Segment GAHIJKLM; thence, along the  
following courses:

SEGMENT GAHIJKLM

N. 28° 05' 05" W. 173.60 feet,  
N. 22° 42' 53" W. 63.96 feet,  
N. 01° 28' 08" E. 195.06 feet,  
N. 32° 37' 09" E. 148.41 feet,  
N. 58° 40' 17" E. 134.63 feet,  
S. 86° 43' 46" E. 175.28 feet and  
S. 55° 48' 27" E. 136.32 feet to the  
terminus of Segment GAHIJKLM; thence,  
S. 35° 14' W. 150 feet, more or less,  
to the True Point of Beginning of  
Segment NOPQRS; hence, along the  
following courses:

SEGMENT NOPQRS

N. 29° 36' 16" W. 87.56 feet,  
N. 83° 17' 25" W. 85.59 feet,  
S. 60° 38' 32" W. 91.79 feet,  
S. 15° 56' 43" W. 109.20 feet and  
S. 24° 02' 20" E. 176.40 feet to the  
terminus of Segment NOPQRS; hence,  
on a Lambert bearing and distance,  
S. 51° 29' 53" W. 1074.46 feet more or less

EXHIBIT "A" (CONTD.)

to the True Point of Beginning of Segment  
TUVWXYZ; thence, along the following courses:  
S. 09° 17' 36" E. 111.46 feet,  
S. 18° 01' 19" E. 307.06 feet,  
S. 38° 59' 28" E. 135.09 feet,  
S. 69° 22' 55" E. 107.91 feet,  
S. 89° 24' 55" E. 196.01 feet and  
N. 81° 49' 11" E. 161.64 feet to  
the terminus of Segment TUVWXYZ.

This agreement shall be binding upon and inure to the benefit of the  
successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement  
on the dates hereafter written:

THE MC NEAR COMPANY

\_\_\_\_\_  
Date of Signature

By \_\_\_\_\_  
President

\_\_\_\_\_  
Date of Signature

By \_\_\_\_\_  
Secretary

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss

On \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a  
Notary Public in and for said State, with principal office in \_\_\_\_\_  
County, personally appeared \_\_\_\_\_

and \_\_\_\_\_ known to me to be the persons whose  
names are subscribed to the within Instrument and acknowledged that they executed  
the within Instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)  
NOTARY PUBLIC IN AND FOR THE  
STATE OF CALIFORNIA

EXHIBIT "A" (CONTD.)

STATE OF CALIFORNIA  
Acting by and through  
STATE LANDS COMMISSION

By \_\_\_\_\_  
F. J. HORTIG  
Executive Officer

\_\_\_\_\_  
Date of Signature

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me, \_\_\_\_\_, a  
Notary Public in and for said County and State, personally appeared  
F. J. HORTIG, known to me to be the Executive Officer of the State Lands  
Commission, and known to me to be the person who executed the within Instrument  
on behalf of said agency, and acknowledged to me that such agency executed the  
same.

\_\_\_\_\_  
Name (Typed or Printed)  
NOTARY PUBLIC IN AND FOR SAID COUNTY  
AND STATE