

Exhibit K

07- N-101-39.8

Parcel 403 (Second portion)  
Hoffman

CO-COMPARED

5095 4159 PAGE 001

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

62049

WHEN RECORDED mail to:  
State Lands Division  
1600 L Street  
Sacramento, CA 95814

RECORDED AT REQUEST OF  
*State Lands Commission*

AT 20 MIN. PAST 11 M.  
OFFICIAL RECORDS VENTURA COUNTY

AUG 29 1973

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

*Robert L. Hoffman* RECORDER

FREE 11

S.L.C. No. B.L.A. 117  
W 9084

RECORDER'S MEMO: Legibility  
of writing, Typing or Printing  
UNSATISFACTORY in Portions  
of this document when received.

NO TAX DUE *Steven C. Lindfeldt*

Above space for Recorder's use

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

THIS BOUNDARY AGREEMENT made and entered into this  
7<sup>th</sup> day of August 1973, 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 THOSE PARTIES WHICH OWN LANDS ADJACENT TO THE  
COMMON BOUNDARY LINES ESTABLISHED HEREIN AND WHICH EXECUTE  
COUNTERPARTS TO THIS AGREEMENT (as Parties of the Second Part  
hereinafter collectively referred to as "Second Parties").

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W I T N E S S E T H:

WHEREAS, the State received title to the tidelands and submerged lands within the State upon being admitted to the Union by virtue of its sovereignty;

WHEREAS, the Second Parties are the owners of the uplands which are adjacent to the tidelands involved in this boundary agreement;

WHEREAS, the State Lands Commission pursuant to Section 6357 of the Public Resources Code:

" . . . may establish the ordinary high-water mark . . . tide, or submerged lands of this State, by agreement, arbitration, or action to quiet title, whenever it is deemed expedient or necessary."

WHEREAS, the ordinary high-water mark as it exists in its last natural state, which constitutes the boundary between the lands owned by the State by virtue of its sovereignty, that is the submerged and tidelands, and the lands and interest therein owned by the Second Parties, that is the uplands, has been and will be further affected by artificial processes as a result of construction of existing State Highway Route 101 and the proposed construction of Route 07-Ven-101 Freeway entailing the placement of approximately 2,800,000 cubic yards of fill on tide and submerged lands along the coast of the Pacific Ocean between Seacliff and Mussel Shoals, Ventura County, which has and will obliterate the location of the ordinary high-water mark as it existed or exists in a state of nature.

WHEREAS, the State and the Second Parties 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 between the lands owned by the State by virtue of its sovereignty and the Second Parties' lands and forever set at rest any and all questions relating

1 to the location of said ordinary high-water mark;

2 WHEREAS, the sole purpose and effect of this agreement is the estab-  
3 lishment of a fixed boundary of the lands of the State of California along the  
4 coast of the Pacific Ocean between Seacliff and Mussel Shoals, Ventura County,  
5 owned by the State in fee in its sovereign capacity and to preserve and clarify  
6 as to past, present and future Second Parties' interests in and to oil, gas,  
7 mineral and other hydrocarbon substances; and the rights of Second Parties in  
8 and to the State Leases known and identified as PRC 145.1, PRC 410.1, PRC 427.1  
9 and PRC 429.1.

10 NOW, THEREFORE, in order to locate, describe, and permanently estab-  
11 lish the ordinary high-water mark as the true and correct boundary line between  
12 the lands owned by the State by virtue of its sovereignty and the Second  
13 Parties' lands, it is agreed that said boundary line is, shall be and was in  
14 its last natural condition located and established as follows:

15 Beginning at a point identified as Monument 6 as shown  
16 upon a map entitled "Map of Areas in the Vicinity of  
17 Seacliff, Ventura County, California, Covered by Permits  
18 and Leases Granted Under Chap. 303, Stats. of Calif. 1921,"  
19 approved September 1, 1930 by W. B. Kingsbury, Chief of  
20 Division of State Lands, and filed in Book 1A, Page 47 of  
21 Miscellaneous Records in the Office of the County Recorder  
22 of Ventura County; thence N. 70° 54' E., 200.95 feet; thence  
23 N. 86° 59' E. 902.88 feet; thence N. 80° 05' E., 609.73  
24 feet; thence S. 83° 19' E., 410.15 feet; thence S. 66° 04'  
25 E., 452.47 feet; S. 52° 11' E., 613.00 feet to Monument No. 8;  
26 thence S. 45° 19' E., 800.53 feet to Monument No. 9; thence  
27 S. 45° 19' E., 448.04 feet to Monument No. 10; thence S. 38°  
28 41' E., 1,688.29 feet to a point on the indicated southerly  
29 line of Sec. 8, T. 3 N., R. 24 W., S.B.M., thence S. 38° 41'  
30 E., 1,146.10 feet to Monument No. 13; thence S. 33° 39' E. *CM*  
31 666.11 feet to Monument No. 15; thence S. 39° 38' E., 669.88  
feet to Monument No. 16; thence S. 35° 34' E., 303.75 feet to  
Monument No. 17; thence S. 35° 34' E., 212.63 feet.

1. This agreement shall be effective upon the occurrence of the  
following acts: (a) the execution of this agreement by all of the interested  
parties listed on Exhibit "A" attached hereto and incorporated herein by refer-  
ence and, in the event any such party listed on Exhibit "A" voluntarily or  
involuntarily disposes of any interest affected by this agreement prior to  
recording of this agreement, the execution of this agreement by the succes-  
sor in interest of such party, in lieu of such party to the extent of the interest

# Exhibit K

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1 disposed of by said party; and (b) the recordation of this agreement, executed  
2 by all of the interested parties listed in Exhibit "A" in the Office of the  
3 County Recorder of the County of Ventura. The effective date of this agreement  
4 shall be the date of the recordation as provided in the preceding sentence.  
5 Upon becoming effective, this agreement shall be binding upon and inure to the  
6 benefit of the parties that executed this agreement and the successors and  
7 assigns of said parties.

8 2. This agreement may be executed in any number of counterparts and  
9 each executed counterpart shall have the same force and effect as an original  
10 and as if all of the parties to the aggregate counterparts had signed the same  
11 instrument. Any signature page of this agreement may be detached from any  
12 counterpart of this agreement without impairing any signatures thereon, by the  
13 Executive Officer of the State Lands Commission or by any person so designated  
14 by said Executive Officer, and may be attached to another counterpart of this  
15 agreement identical in form hereto but having attached to it one or more  
16 additional signature pages. In the execution of this agreement each party  
17 hereto shall furnish such acknowledgments and certifications as may be necessary  
18 to permit the recordation of this agreement in the office of the County Recorder  
19 of the County of Ventura.

20 3. Any owner of property, or person having an interest therein,  
21 adjacent to the aforescribed boundary line, or within the areas adjoining  
22 such boundary line listed on Exhibit "B" attached hereto and incorporated herein  
23 who has not executed this agreement at the time of recordation, may within  
24 ten (10) years of the effective date of this agreement become a party to said  
25 agreement by executing a counterpart hereto in the form used by the parties  
26 executing this agreement, attached to and made a part hereof. Such an executed  
27 counterpart shall be deposited with the Executive Officer of the State Lands  
28 Commission who shall have said executed counterpart recorded in the Office of  
29 of the County Recorder of the County of Ventura, and shall become effective  
30 upon recordation in said office. Notwithstanding the foregoing, the execution  
31 of a counterpart of this agreement by such other owner or person shall not be

1 effective unless this agreement has previously become effective as provided in  
 2 paragraph 1 hereof. The cost of recording said counterpart shall be paid by  
 3 the party which shall have executed it. After said counterpart has been  
 4 recorded, it shall be attached to the copy of said agreement by the Executive  
 5 Officer of said Commission. The failure of any such owner or person adjacent  
 6 to the aforescribed boundary line to execute a counterpart of this agreement  
 7 shall in no way affect the consideration supporting this agreement, or the  
 8 validity or binding nature thereof, as between those owners which become  
 9 parties hereto and the State.

10 4. This agreement is not intended to affect the present ownership  
 11 or the rights to extract, produce and mine any and all oil, oil rights,  
 12 minerals, mineral rights, natural gas, natural gas rights, and other hydro-  
 13 carbon substances by whatsoever name known that may be below a depth of 100  
 14 feet from the surface of the lands acquired by the State for highway purposes  
 15 in Action No. 52546, Ventura County Superior Court, titled People v. Walter W.  
 16 Hoffman, et al., Parcel No. 403-7 and Parcel No. 403-15\*, together with the  
 17 perpetual right of drilling, mining, exploring, producing from and operating  
 18 therefor and removing the same from the land affected or covered by this agree-  
 19 ment or any other land, including the right of whipstock or directionally drill  
 20 and mine from lands other than those otherwise described, oil or gas wells,  
 21 tunnels and shafts into, through or across the subsurface of the land herein-  
 22 above described, and to bottom such whipstocked or directionally drilled wells,  
 23 tunnels and shafts underneath and beneath or beyond the exterior limits thereof  
 24 and to redrill, retunnel, equip, maintain, repair, deepen and operate any such  
 25 wells or mines, without, however, the right to drill, mine, explore and operate  
 26 through the surface or within 100 feet of the surface of said land acquired by  
 27 the State or otherwise directly endanger the safety of any highway that may be  
 28 constructed on said lands. It is also agreed and understood that this agree-  
 29 ment will not affect the rights to any past, present, or future royalties or  
 30 payments from any leases, offshore or otherwise, or agreements involving lands  
 31 included in, referred to, or which may be affected by this agreement. It is

\*403-8, -9, -10, -11, -12, -13, -14, -16, -19, -33, -35

# Exhibit K

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1 not intended that by this agreement, Second Parties acquire any oil, gas,  
2 mineral, or other hydrocarbon rights, other than those that they had as of  
3 March 24, 1970.

4 IN WITNESS WHEREOF, each party hereto has caused this agreement to  
5 be executed.  
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## EXHIBIT "B"

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

NAMES OF PERSONS WHO MAY EXECUTE THE  
PROPOSED BOUNDARY AGREEMENT WITHIN TEN YEARS

Edith H. Hoffman  
Casitas Ranch Company, a partnership  
Pan American Petroleum Company, a corporation  
The Atlantic Richfield Company, a corporation  
Yunker, Morton and Dolley, a partnership  
F. E. Fairfield  
George Milligan  
Beloil Corporation, Ltd., a corporation  
Lido Petroleum Company, a corporation.  
Sexton Corporation  
Neptune Corporation  
O. C. Field Gasoline Corporation  
Fred Goodstein  
Fullerton Oil & Gas Corporation  
Monterey Oil Company, a Delaware corporation  
Security-First National Bank of Los Angeles, a corporation  
The Chase National Bank of the City of New York  
The First National Bank of Chicago  
Bankers Trust Company  
Humble Oil and Refining Company  
Cosmopolitan Oil Corporation  
West Wall of Delaware Inc.  
Albantu Oil and Gas Corporation  
Wm. B. Bateman  
The Chase Manhattan Bank, a corporation  
Any other party who has, or may acquire, an interest abutting the boundary line herein who desires to execute this agreement and is not specifically listed above.

EXHIBIT "A"

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

NAMES OF PERSONS REQUIRED TO EXECUTE  
THE PROPOSED BOUNDARY AGREEMENT

Grace Hobson Smith

Grace Hobson Smith and Fred W. Smith, as trustees under the will of  
A. L. Hobson, deceased

Walter W. Hoffman and Katherine Hoffman Haley

State of California, Department of Public Works, Division of Highways

State of California, acting by and through the State Lands Commission

County of Ventura

1 Attached to and made a part of BOUNDARY AGREEMENT - D.L.A. NUMBER 117.

2  
3 Dec. 16, 1972  
4 December 16, 1972.

Helen Margaret Smith  
Helen Margaret Smith

5  
6 November 21, 1972  
Date

Barbara Barnard Smith  
Barbara Barnard Smith

7  
8 Dec. 8, 1972  
9 Date

Janice Smith  
Executrix of the Estate of  
Rodney H. Smith, Deceased

10  
11 Dec 8 - 1972  
12 Date

Fred W. Smith  
Executor of the Estate of  
Grace Hobson Smith, Deceased

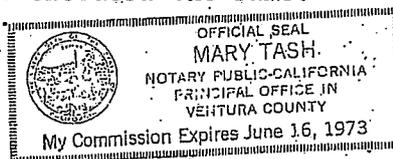
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14 Acknowledgment:

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16 STATE OF CALIFORNIA)  
County of Ventura ) ss.

17 On December 16, 1972, before me, the undersigned, a Notary Public in  
18 and for said State, personally appeared HELEN MARGARET SMITH, known  
19 to me to be the person whose name is subscribed to the within in-  
20 strument and acknowledged that she executed the same.

21 WITNESS my hand and official seal.

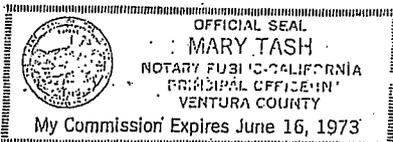
Mary M. Tash  
22 Mary M. Tash, Notary Public in  
23 and for said State.



24 STATE OF CALIFORNIA)  
County of Ventura ) ss.

25 On November 21, 1972, before me, the undersigned, a Notary Public  
26 in and for said State, personally appeared BARBARA BARNARD SMITH,  
27 known to me to be the person whose name is subscribed to the with-  
28 in instrument and acknowledged that she executed the same.

Mary M. Tash  
29 Mary M. Tash, Notary Public in  
30 and for said State.



31 STATE OF CALIFORNIA)  
County of Ventura ) ss.

On December 8, 1972, before me, the undersigned, a Notary Public in  
and for said State, personally appeared JANICE SMITH, as Executrix  
of the estate of Rodney H. Smith, deceased, and FRED W. SMITH, as  
Executor of the estate of Grace Hobson Smith, deceased, known to me  
to be the persons whose names are subscribed to the within instru-  
ment and acknowledged that they executed the same.

Mary M. Tash  
Mary M. Tash, Notary Public in  
and for said State.

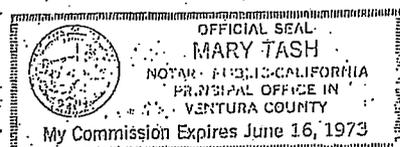




Exhibit K

1 Attached to and made a part of BOUNDARY AGREEMENT - B.L.A. NUMBER 117.

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STATE OF CALIFORNIA  
acting by and through  
STATE LANDS COMMISSION

4

5

August 7, 1973  
Date

By E. N. Gladish  
E. N. GLADISH  
Executive Officer

6

7

STATE OF CALIFORNIA }  
COUNTY OF Sacramento } ss.

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10 On August 7, 1973, before me, the undersigned, a Notary  
11 Public in and for said State, with principal office in Sacramento  
12 County, personally appeared E. N. GLADISH, known to me to be the Executive  
13 Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission  
14 that executed the within Instrument, known to me to be the person who executed  
15 the within Instrument on behalf of the Commission therein named, and acknow-  
16 ledged to me that such Commission executed the within Instrument pursuant to  
17 a resolution of its Commissioners.

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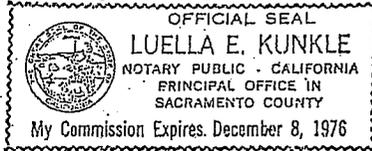
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Luella E. Kunkle  
Notary Public in and for the  
County of Sacramento  
State of California

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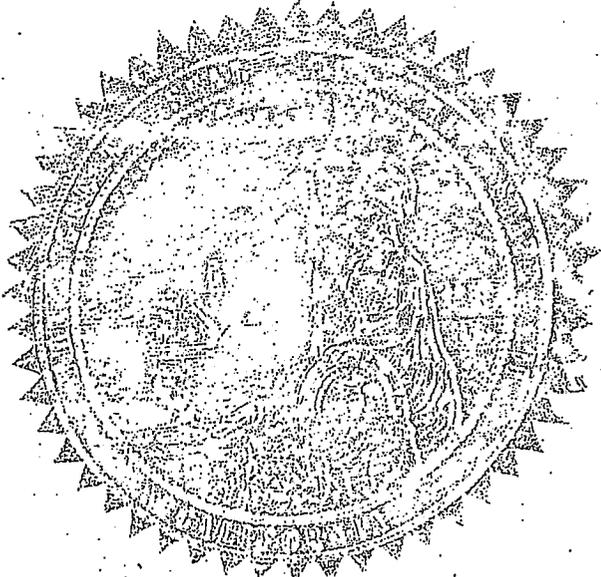
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IN APPROVAL WHEREOF, I,

RONALD REAGAN

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, the 9th day of August in the year of our Lord one thousand nine hundred and seventy-three.

Ronald Reagan  
Governor of State



Attest:

Edward G. Brown  
Secretary of State

by Miriam R. Hinderger  
Deputy Secretary of State