

RECORDED AT REQUEST OF Low Counsel
 AT 15 MIN. PAST 12 M.
 Official Records of Sonoma County, Calif.
Hub. Stuyvesant COUNTY RECORDER
 Fee \$ No. fee Paid Date MAR 2 1970
 L 54222

LAND CONSERVATION CONTRACT

THIS CONTRACT, made and entered into this 19th day of
February, 1970, by and between _____

RUBY A. MANN

hereinafter referred to as "OWNER", and the COUNTY OF SONOMA, a
 political subdivision of the State of California, hereinafter
 referred to as "COUNTY";

W I T N E S S E T H:

The parties, in consideration of the mutual covenants
 and conditions set forth herein and the substantial public benefits
 to be derived therefrom, do hereby agree as follows:

1. PURPOSE. The within contract is made and entered
 into pursuant to the California Land Conservation Act of 1965
 (Chapter 1443, Statutes 1965), as amended. This contract
 shall be subject to said act and any amendments thereto.

2. SUBJECT PROPERTY. The Owner possesses real property
 located within the County, as more particularly described in
 Exhibit "A" which is attached hereto and incorporated herein
 by reference.

3. RESTRICTION TO AGRICULTURAL OR COMPATIBLE USE.
 During the term of this contract, the above-described land
 shall not be used for any purpose other than "an agricultural
 or compatible use" as the same is defined in the rules for the
 agricultural preserve in which said land is situated, said
 rules have been or are about to be, adopted for the lands in
 said preserve by resolution of the County's Board of Supervisors
 and said rules may be revised from time to time by said Board
 for the purpose of achieving and shall be consistent with the
 objectives of said Land Conservation Act.

4. TERM, AUTOMATIC EXTENSION AND PHASE OUT.
 This contract shall be effective commencing on the 1st day of
March, 1970, and shall remain in effect for a period
 of 10 years therefrom. This contract shall be automatically
 extended at the end of each year for an additional one year
 period unless notice of nonrenewal is given as provided in

Section 51245 of the California Government Code--to the end that at all times during the continuation of this contract as extended, there shall be a 10-year term of restriction unless notice of nonrenewal has been given.

5. REPORT OF VALUE. The County's Assessor shall annually, during the continuation of this contract, report to the Owner and to the County's Board of Supervisors the restricted value and the unrestricted value (i.e. the value the property would have had if not subject to the restrictions imposed by this contract). Thereupon, the Owner may request equalization of said values.

6. CANCELLATION. This contract shall only be subject to cancellation in accordance with the provisions of Government Code Sections 51281 through 51285; provided, however, that instead of the cancellation fees therein provided, the cancellation fees shall be those provided in the following paragraph hereof.

7. CANCELLATION FEES AND WAIVER. In the event of cancellation as above provided, subject, nevertheless, to the power of the County to waive such fees in proper cases as provided by Government Code Sections 51281 to 51285, the Owner shall pay the County the following fees:

(a) DEFERRED TAXES. Said fees shall equal the tax saving for each and every year this contract has been in effect, subject to a maximum period of 20 years figured backward from the date of cancellation. The tax saving for a particular year shall be calculated on the basis of the difference between the restricted value and the nonrestricted value for the particular year times the total composite tax rate as shown on county records for that year.

(b) ADDITIONAL FEES. In addition to the deferred taxes mentioned above, the Owner shall also pay the County a fee calculated by multiplying the full cash value (i.e. market value) of the property at time of cancellation times the percentage figure, for the contract year--after date hereof, as set forth in the following table:

<u>Contract Year</u>		<u>Contract Year</u>	
1st	22.5%	11th	12.5%
2nd	21.5%	12th	11.5%
3rd	20.5%	13th	10.5%
4th	19.5%	14th	09.5%
5th	18.5%	15th	08.5%
6th	17.5%	16th	07.5%
7th	16.5%	17th	06.5%
8th	15.5%	18th	05.5%
9th	14.5%	19th	04.5%
10th	13.5%	20th	03.5%
		21st & succeeding years	0.00%

8. EMINENT DOMAIN. In lieu of the provisions of Government Code Section 51295, the Owner's rights arising out of an action in eminent domain or the threat thereof shall be governed by the provisions of paragraphs 6 and 7 of this contract. In that regard, it is recognized that on occasion, the Owner's right to relief should not be restricted to instances in which the fee of an entire parcel of land subject to contract is being condemned and that in other instances the condemnation of small slivers of a parcel of land may have little, if any, effect on the conduct of agricultural operations on a parcel of land subject to contract.

9. CONSIDERATION. Owner shall not receive any payment from the County in consideration of the obligations imposed hereunder, it being recognized and agreed that the consideration for the execution of the within contract is the substantial benefit to be derived by both parties.

10. SUCCESSORS IN INTEREST. The within contract, its terms and restrictions shall run with the land described herein and shall be binding upon the heirs, successors, and assigns of the parties hereto.

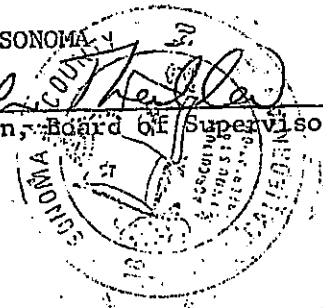
IN WITNESS WHEREOF, the parties have affixed their hands and seals the day and year first above written.

ATTEST:

Eugene D. Williams
Clerk of the Board

COUNTY OF SONOMA

By Bob [Signature]
Chairman, Board of Supervisors



OWNERS:

Ruby A. Mann
RUBY A. MANN

ENCUMBRANCE HOLDERS:

We, the undersigned trust, deed or other encumbrance holders, do hereby agree to and agree to be bound by above imposed restrictions.

Note: (Acknowledgments must be attached)

EXHIBIT A

The real property which is the subject of this contract is situated within agricultural preserve # 2-258 as shown by map thereof recorded in preserve map book 1, page 33, in the office of the County Recorder of Sonoma County, California, and said real property is more particularly described as follows:

Order No. 107328

DESCRIPTION

All that certain real property situate, lying and being in the City ~~of~~ ^{XXXX} County of Sonoma, State of California, more particularly described as follows: (Unincorporated Area)

That certain tract of land situate in the County of Sonoma and State of California, being a portion of the "Bodega Rancho" described as follows:

Commencing at a stake set in broken glass on the shore of the Pacific Ocean at a point from which: "Post B 29" of the U. S. Survey of the Bodega Rancho bears North $12\frac{3}{4}^{\circ}$ West, the South end of an island of rocks bears South $10\frac{3}{4}^{\circ}$ West and the most Westerly point of rocks at Duncan's Landing bears North $68^{\circ} 35'$ West; thence North 69° East 39.50 chains to a stake set in broken glass, witness sharp rock across Alder Creek South 9° East (Mag) and West end of rock at top of ridge bears North $46\frac{1}{2}^{\circ}$ West (Mag); thence South $20\frac{1}{2}^{\circ}$ East 10.86 chains to stake "B" set in broken glass at a point 0.86 chains Southerly from the middle of Alder Creek; thence South $19\frac{1}{2}^{\circ}$ East 30.59 chains to a stake set in broken glass, witness rock South $83\frac{1}{2}^{\circ}$ East, rock South 3° West; thence South $69^{\circ} 50'$ West 40.50 chains to a stake; witness large rock on beach South 28° West 1.85 chains; thence following the sea beach to a point opposite the beginning; thence North 69° East 50 links to beginning.

EXCEPTING THEREFROM any portion thereof lying Northerly and Westerly of the following described line:

Commencing on the West boundary of the Bodega to Jenner County Highway, according to the map filed in Book 44, at pages 145 to 186, Recorder's Office, Sonoma County, which point is South $69^{\circ} 56'$ West 25.40 feet from the intersection of the centerline of said Highway at Station 710+72 of said Highway with the Southerly line of the parcel of land conveyed to Guy C. Mann, Sr., and recorded in Official Records, Book 116 at page 331, dated August 31, 1925; running thence along the Westerly boundary of said County Highway North $32^{\circ} 29'$ West 102 feet; thence South $56^{\circ} 38'$ West to a point in the Western line of said Mann parcel; said point being the true point of beginning, the line to be herein described; thence returning North $56^{\circ} 38'$ East to the Westerly line of said Highway; thence Northerly along said Westerly Highway line to the Northern line of said Mann parcel and the terminus of the line hereby described.

ALSO EXCEPTING THEREFROM that portion thereof conveyed to Vernon L. Bressie, et al, by Deed recorded October 14, 1963 under Recorder's Serial No. H-59565, Sonoma County Records.

ALSO EXCEPTING THEREFROM that portion contained in the Deed from William Gleason to County of Sonoma, recorded October 8, 1879 in Liber 68 of Deeds, page 604.

ALSO EXCEPTING THEREFROM that portion contained in the Deed from David P. Gleason and Catherine F. Gleason, his wife, to County of Sonoma, for a fifty foot highway, recorded June 11, 1925 in Liber 110 of Official Records, page 186.

ALSO EXCEPTING THEREFROM that portion contained in the Deed from Ruby A. Mann to Jack R. Garrettsee, dated October 15, 1968 and recorded October 21, 1968 in Liber 2357 of Official Records, page 989, Recorder's Serial No. K-96296, Sonoma County Records.

Recording Requested By and When
Recorded Mail To:

Dan K. Siegel, Esq.
Jorgenson, Siegel, McClure & Flegel, LLP
1100 Alma Street, Suite 210
Menlo Park, CA 94025



2011034685

OFFICIAL RECORDS OF
SONOMA COUNTY
JANICE ATKINSON

GENERAL PUBLIC
04/19/2011 08:46 DEED
RECORDING FEE: \$29.00
COUNTY TAX: \$4.40
PAID

3 PGS



Mail Tax Statements To:

Patrick Buckman
1889 William Drive
Penngrove, CA 94951

Documentary Transfer Tax \$4.40

Computed on full value of property conveyed, or
 Computed on full value less liens and encumbrances
remaining thereon at time of sale.

Thomas S. Hutton, Successor TTEE

Declarant: Thomas S. Hutton, Succ. Ttee, of the
Helen M. Christie 1984 Tr dtd 8/6/84.

GRANT DEED

Thomas S. Hutton, Successor Trustee, of the Helen M. Christie 1984 Trust dated August 6, 1984, hereby grants to Patrick Buckman, an unmarried man, all of its right, title, and interest to the real property located in the City of Bodega Bay, in the unincorporated area of the County of Sonoma, State of California more particularly described as follows:

See Exhibit A attached hereto.

ALSO KNOWN AS: 6099 North Highway 1, Bodega Bay, California; APN: 101-120-008

Dated: April 13, 2011

Thomas S. Hutton, Successor TTEE

Thomas S. Hutton, Successor Trustee of the
Helen M. Christie 1984 Trust dated August 6, 1984

STATE OF CALIFORNIA)
) ss:
COUNTY OF ALAMEDA)

On April 13th, 2011, before me, HARPAL SAHI, Notary Public, personally appeared **Thomas S. Hutton** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Harpal Sahi



Unofficial Copy

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

PARCEL ONE:

A TRACT OF LAND IN BODEGA RANCHO IN TOWNSHIP 6 NORTH, RANGE 11 WEST, M.D.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF THE BODEGA JENNER COUNTY HIGHWAY AND DISTANT SOUTH 85° 29' WEST, 25 FEET FROM ENGINEER'S STATION 734+64.83 OF THE SURVEY FOR ROAD DISTRICT IMPROVEMENT NO. 3 ACCORDING TO THE MAP OF SAID ROAD DISTRICT ON FILE IN BOOK 44 OF MAPS, PAGES 145 TO 186, SONOMA COUNTY RECORDS; THENCE SOUTH 4° 31' EAST, 87.19 FEET ALONG SAID LINE OF RIGHT OF WAY; THENCE SOUTH 85° 29' WEST TO A POINT ON THE LINE OF HIGH TIDE OF RIGHT OF THE PACIFIC OCEAN; THENCE NORTHERLY ALONG SAID LINE OF HIGH TIDE TO A POINT WHICH BEARS SOUTH 85° 29' WEST FROM ENGINEER'S STATION 734+64.83; THENCE NORTH 85° 29' EAST TO THE POINT OF BEGINNING.

PARCEL TWO:

PERPETUAL EASEMENT FOR THE PURPOSE OF A WALKWAY ACCESS TO EXISTING STAIRCASE TO THE BEACH SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF SONOMA, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE END OF EXISTING STAIRS WHICH TERMINATE ON THE NORTHERN PROPERTY LINE OF ASSESSORS PARCEL 8, MAP BOOK 101, PAGE 12 AT THE POINT APPROXIMATELY 40 FEET WEST OF EAST PROPERTY LINE, A 5 FOOT WIDE EASEMENT EXTENDING IN A NORTHERLY DIRECTION, A DISTANCE OF APPROXIMATELY 35 FEET AND TERMINATING AT EXISTING STAIR LANDING ON PARCEL 7, SAME MAP.

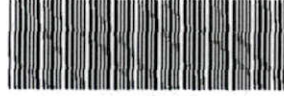
APN: 101-120-008

SEPTIC EASEMENT EXAMPLE

RECORDED AT THE REQUEST OF,
AND WHEN RECORDED, RETURN TO:

SEP06-0777
OPL99-3272

County of Sonoma
Permit and Resource
Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403



GOVERNMENT AGENCY
10/09/2006 15:22 DEED
RECORDING FEE: 0.00
PAID

2006124567

OFFICIAL RECORDS OF
SONOMA COUNTY
EEVE T. LEWIS
7 PGS



Recording fees waived pursuant to Government Code 6103

NO TRANSFER TAX DUE PURSUANT TO R&T SEC. 11922

EASEMENT DEED AND AGREEMENT

Preamble

This Agreement made this 26th day of SEPTEMBER, 2000, by and between
MARILYN JAMEY, hereinafter referred
to as "Grantor" and County of Sonoma, hereinafter referred to as "Grantee".

Recitals

WHEREAS, Grantor is the owner of certain real property commonly know as
6175 HIGHWAY 1, BODEGA BAY
in an unincorporated area of Sonoma County, State of California, hereinafter referred to as the
"Servient Tenement" and described as Exhibit "A" attached: (include full legal description
and the Appraiser's Parcel number).

Exhibit "A"

See Attached

APN# 101-120-001

Exhibit A

the real property in the City of
County of
as

Bodega Bay
Sonoma

State of California, described

Beginning at a point on the Westerly line of the right of way of the Bodega-Jenner County Highway, and distant South 69 degrees 20' West 25.17 feet from Engineer's Station 739 + 17.97 of the Survey for Road District Improvement Number 3, according to the Map of said Road District on file in Book 44 of Maps, pages 145 to 188 inclusive, Sonoma County Records; said point is further described as being on the line between the lands of Guy C. Mann and L. V. Hitchcock, et al; thence from said point of beginning, along said right of way line, South 13 degrees 58' East 121.16 feet; thence on a curve to the right the radius of which is 275 feet, a distance of 59.36 feet; thence leaving said right of way line, South 88 degrees 24' West, to a point on the line of high tide of the Pacific Ocean; thence Northerly along said line of High Tide to a point which bears South 69 degrees 20' West from the point of beginning; thence North 69 degrees 20' East to the point of beginning

A. P. No.: 101-120-01

Dated March 31, 1998

Jurg Fischer

STATE OF CALIFORNIA
COUNTY OF SONOMA

On April 2nd 1998
before me, Ellen A. Bruckmann, personally
appeared Jurg Fischer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument
WITNESS my hand and official seal.

Signature *Ellen A. Bruckmann*

Ellen A. Bruckmann
U.S. Consular Agent

(This area for official notarial seal)

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement:

NOW, THEREFORE, it is agreed as follows:

Grant of Easement

(1) For valuable consideration, grantor hereby grants to Grantee an easement as hereinafter described.

Character of Easement

(2) The easement granted herein is an easement in gross, for purposes of ingress and egress pertaining to the use described below.

Description of Easement

(3) The easement granted herein is a right to come onto the property of Grantor and to bring associates and employees of the County of Sonoma Permit and Resource Management Department and/or the Regional Water Quality Control Board onto the property more fully described in Exhibit "A" attached hereto and incorporated herein by reference.

Location

(4) The easement granted herein is located as follows:

The entire Servient Tenement as described in Exhibit "A".

Use by Grantee

(5) The easement granted herein includes the following use of the Servient Tenement: To come onto the property or accompanied as hereinabove set forth for the purpose of observing, testing, sampling, placing, and removing of test devices and evaluating and monitoring Grantor's nonstandard individual sewage disposal system. Said activity shall be permitted on Servient Tenement only during normal business hours.

Exclusiveness of Easement

(6) The easement granted herein is not exclusive.

Entire Agreement

(7) This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

Attorney's Fees

(8) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

(9) This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

Operational Permit

(10) This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

This instrument shall include the issuance of an operational permit for a nonstandard sewage disposal system to be issued to the Grantor at the time of installation of said sewage system and subsequent use.

This operational permit shall be renewed on an annual basis by the current owners of the property, who shall be bound by all requirements and restrictions as set forth in Chapter 24 of the Sonoma County Code.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR

Dated: 9/26/00 Property Owner(s) MARILYN JAMEY

[Handwritten signature: Marilyn Jamey]

STATE OF CALIFORNIA)
COUNTY OF Sonoma)

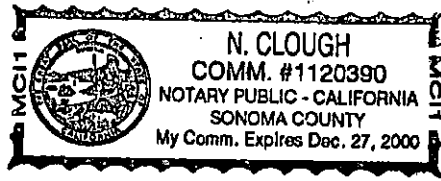
On 9/26/00 before me, N. Clough
Notary Public

personally appeared, Marilyn Jamey
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten signature: N. Clough]

N. Clough, Notary Public (SEAL)



RECORDED AT THE REQUEST OF
AND WHEN RECORDED, RETURN TO:

County of Sonoma
Permit and Resource
Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

Recording fees waived pursuant to Government Code 6103

**SUPPLEMENT TO APPLICATION
FOR NONSTANDARD SEWAGE DISPOSAL SYSTEM PERMIT**

Name: MARILYN JAMEY

Mailing Address: 1155 JONES STREET

City: SAN FRANCISCO State: CA Zip Code: 94109

Site Address: 6075 HWY 1, BODEGA BAY ID No.: 04199-3272

NOTICE: The installation permit for the above nonstandard sewage disposal system is issued subject to the following conditions.

1. That the property owner(s) acknowledges the fact that the system serving the above property is nonstandard, That it is required to be operated under an Operational Permit and, that the County Of Sonoma Permit and Resource Management Department makes no guarantee of satisfactory performance or warranty of the system.
2. That the nonstandard system for the above property is designed to serve a residential commercial use (circle one) and, that the maximum peak daily wastewater flow is not to exceed 200 gallons per day. Operating the system in excess of its maximum capacity in gallons per day is a violation of the terms and conditions of the Operational Permit which can be cause for the suspension and/or revocation of the permit.
3. That the system is designed to be constructed and operated with water saving devices and, that all such devices shall be properly maintained or replaced with equivalent types of water saving devices in the event that repair becomes necessary.
4. That due to the sophisticated nature of nonstandard systems and the specialized equipment and experience needed to properly install such systems, only properly licensed C-42 or general engineering contractors are permitted to install nonstandard systems. Any permit application to install, repair or replace a nonstandard system must have a contractor named and, any such contractor is required to demonstrate possession of a valid and active state contracting license and have a current certificate of workman's compensation insurance on file with the Sonoma County Permit and Resource Management Department.
5. That, in the event of malfunction of the nonstandard system, action will be taken by the Sonoma County Permit and Resource Management Department to abate the failing installation as a public health hazard and nuisance. The cost of repair and/or replacement of the nonstandard system could be significantly more expensive than a standard system repair.

- 6: That, after installation and final approval of the nonstandard system, the owner agrees to monitor the system at the frequency required by the Sonoma County Permit and Resource Management Department and/or the R.W.Q.C.B. on the self-monitoring forms provided by the department by measurement of the depth to water in the monitoring wells, observance of the site and soil conditions, as well as indicating the dose counter readings and subsequent volume of wastewater discharged to the nonstandard system. All required self-monitoring reports are to be submitted to the department in a timely manner.
7. That all areas of the parcel held for reserve in which to replace the nonstandard system be protected from development with a conflicting and/or incompatible use which would have an adverse effect or impact on the function of the system and/or the reserve area in which to repair the nonstandard system.
8. That the owner agrees to renew the required Operational Permit and pay fees as required by the Sonoma County Permit and Resource Management Department and to continue to renew the Operational Permit as long as ownership of the site is retained or until such time the department notifies the current owner that renewal is no longer necessary. Also, the current owner agrees to notify subsequent owners of this property of the above requirements to monitor and maintain the nonstandard system as well as the necessity to obtain and renew the Operational Permit.

Dated: 9/26/00 Property Owner(s): MARILYN JAMEY

[Handwritten signature of Marilyn Jamey]

STATE OF CALIFORNIA)
 COUNTY OF Sonoma)

On 9/26/00 before me, N. Clough,

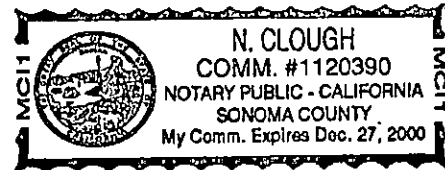
 Notary Public

personally appeared, Marilyn Jamey

~~personally known to me~~ ~~proved to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten signature of N. Clough]
 _____ (SEAL)
 N. Clough, Notary Public



**GRANTEE
COUNTY OF SONOMA**

CERTIFICATE OF ACCEPTANCE (GOVERNMENT CODE 27281)

This is to certify that the interest in real property conveyed above is hereby accepted by the undersigned officer or agent on behalf of the County of Sonoma, pursuant to authority conferred by Resolution No. 96-1454 of the Board of Supervisors of the County of Sonoma adopted on November 5, 1996, and the grantee consents to recordation thereof by its duly authorized officer.

Pete Parkinson, Director, Permit & Resource Management Department

Randy Leach

Randy Leach, Well & Septic Division Manager, Permit & Resource Management Department

Dated: 9/28/06