



United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

RECEIVED
Point Reyes
National Seashore

Handwritten initials "OHY" in a circle.

DEC 21 1973

IN REPLY REFER TO:

L1425(WR)ML
PORE
Tr. 02-106
Johnson Oyster Co.

December 19, 1973

<input checked="" type="checkbox"/> SUPT.
<input checked="" type="checkbox"/> ADM. OFF.
MAINTENANCE
INTERPRETATION
RES. BIOLOGIST
PROTECTION
HORSE FARM
SAFETY
<input checked="" type="checkbox"/> FILES

Memorandum

To: Associate Director, Park System Management
From: Regional Director, Western Region
Subject: Transmittal of Deed Assembly

Vendor: Johnson Oyster Company
Tract No.: 02-106
Area: Point Reyes National Seashore
Deed No.:

The original documents for the subject acquisition are transmitted herewith as follows:

- (x) 1. Recorded Instrument of Conveyance
- (x) 2. Attorney General's Final Title Opinion
- (x) 3. Title Evidence
- () 4. Administrative Waiver Certificate
- (x) 5. Certificate of Inspection and Possession
- () 6. Articles of Incorporation
- () 7. Resolution
- (x) 8. Other Documents

Vendor's (Seller's) Certificate of Possession (1)
Tenant's Certificate of Possession (6)
Disclaimers (6)
Terms of reservation contained in contract no. CX800032073

(Sgd) Howard H. Chapman

Enclosures

cc: Superintendent, Point Reyes, NS
w/cy Deed and Final Title Opinion

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.

16827

After recording, return to:
NATIONAL PARK SERVICE
WESTERN REGION, DIVISION OF LANDS
450 Golden Gate Avenue, Box 36063
San Francisco, California 94102

AT 30 MIN. PAST 12 M.
NOV 3 0 1972

POINT REYES NATIONAL SEASHORE
Tract 02-106

109-130-03

46827

N. J. Giacomini
FEE \$ 5.00 RECORDER

BOOK 2634 PAGE 641

GRANT DEED

JOHNSON OYSTER COMPANY, a California corporation, GRANTOR, pursuant to a Resolution of the Grantor's Board of Directors September 2, 1972, in consideration of SEVENTY NINE THOUSAND TWO HUNDRED (\$79,200.00) DOLLARS, to it in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey to the UNITED STATES OF AMERICA, and its assigns, GRANTEE, the following described property located in the County of Marin, State of California:

EXHIBIT "A" attached hereto and made a part hereof

TOGETHER WITH all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, ditches and canals.

The land hereinabove conveyed contains 5 acres, more or less, and is being acquired by the Department of the Interior, National Park Service.

THE GRANTOR RESERVES only the following rights and interests in the hereinabove described property: a reservation of use and occupancy for a period of forty (40) years in accordance with the terms of the Offer to Sell Real Property, assigned Contract No. CX800032073, signed by the GRANTOR on October 13, 1972, accepted on October 16, 1972, and on file with the National Park Service.

TO HAVE AND TO HOLD the same unto said UNITED STATES OF AMERICA and its assigns, forever.

THE GRANTOR further remises, releases, and forever quitclaims to the UNITED STATES OF AMERICA and its assigns, all right, title, and interest which the GRANTOR may have in the banks, beds, and waters of any streams bordering the land conveyed and also all interest in and to any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining the land conveyed and in any means of ingress or egress appurtenant thereto.

IN WITNESS WHEREOF, Johnson Oyster Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, this 9th day of November, 1972.

JOHNSON OYSTER COMPANY

DOCUMENTARY TRANSFER TAX \$ <u>None</u>
<input type="checkbox"/> Computed on full value of property conveyed,
<input type="checkbox"/> OR Computed on full value less liens and encumbrances remaining at time of sale.
Signature of Declarant or Agent determining tax. <u>Albert Jensen</u>
Firm Name <u>Marin Title Guaranty Co.</u>

By Charles W. Johnson
Charles W. Johnson, President.

By Milton T. Simmons
Milton T. Simmons, Secretary-Treasurer

ACKNOWLEDGMENT



STATE OF California
County of San Francisco

On this 9 day of November in the year 1972 before me, John M. Pohlmann, a Notary Public of said State, duly commissioned and sworn, personally appeared Charles W. Johnson & Milton T. Simmons and acknowledged to me that such corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: April 18, 1976

John M. Pohlmann
Notary Public in and for said State

STATE OF CALIFORNIA, County of ~~MEX~~

On November 9, 1972

before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Charles W. Johnson and Milton Simon

known to me to be the ~~Vice~~ President and Secretary Treasurer of the corporation that executed the within instrument, and also known to me to be the persons who executed it on behalf of such corporation and acknowledged to me that such corporation executed the same.

J. M. Pohlmann Notary Public



BOOK 2034 PAGE 642

PARCEL ONE:

BEGINNING at a point which bears South 43° 25' 25" West 4667.148 feet from the most Easterly corner of that certain parcel of land conveyed by James and Margaret McClure to R.C.S. Communications, Inc. by Deed dated September 28, 1929 and recorded October 15, 1929 in Liber 185 of Official Records, at page 93, Marin County Records; and running thence South 60° 09' East 938.6 feet, South 2° 09' East 238.01 feet, North 60° 09' West 938.6 feet and North 2° 09' West 238.01 feet to the point of beginning

PARCEL TWO:

A RIGHT OF WAY for roadway purposes over a strip of land 14 feet in width, the center line of which is described as follows: BEING that certain property in the County of Marin, State of California, more particularly described as follows: BEGINNING at a point on the Northeasterly boundary line of that certain tract of land conveyed from Edward H. Heims et ux to Larry Jensen et ux, by Deed dated February 2, 1951, distant on said line South 60° 09' East 198.25 feet from the most Northerly corner of said tract; and running thence North 42° 47' West 171.66 feet, North 21° 12' West 107.84 feet, North 4° 48' West 105.70 feet, North 25° 45' East 168.34 feet, North 11° 06' East 96.79 feet, North 6° 29' West 224.11 feet, North 13° 57' West 110.34 feet, North 01° 18' West 91.41 feet, North 22° 51' East 349.15 feet, North 44° 19' East 145.39 feet, North 17° 40' East 137.40 feet, North 04° 58' East 225.42 feet, North 12° 20' East 151.12 feet, North 26° 04' East 173.97 feet, North 11° 55' East 285.05 feet, North 22° 56' East 166.80 feet, North 32° 14' East 170.88 feet, North 53° 27' East 161.26 feet, North 47° 12' East 126.93 feet, North 65° 02' East 76.43 feet, North 45° 17' East 78.38 feet, North 31° 38' East 91.54 feet, North 55° 55' East 99.86 feet and North 35° 11' East 177.94 feet to the Inverness-Pt. Reyes County Road.

EXHIBIT "A"

BOOK 2634 PAGE 643



Office of the Attorney General

Washington, D. C. 20530

December 12, 1973

Honorable Rogers C. B. Morton
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

Re: File No. 33-5-2295-227
Tract No. 02-106
County Marin State California

An examination has been made of the title evidence and related papers pertaining to certain land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the deed.

The title evidence and accompanying data disclose valid title to be vested in the United States of America subject to the rights and easements noted in Schedule A attached hereto which your Department has advised will not interfere with the proposed use of the land.

The title evidence and related papers have been retained in the files of this Department.

Sincerely yours,

Robert H. Bork

Acting Attorney General

Schedule A

File No.: 33-5-2295-227

Tract No.: 02-106

Project: Point Reyes National Seashore located in Marin
County, California

Estate Acquired: Fee simple and easement

Acreage: 5.00

Consideration: \$79,200.00

The deed to the United States of America was executed by Johnson Oyster Company, a corporation, on November 9, 1972, filed for record on November 30, 1972, and recorded in Book 2634, at page 641.

The title insurance policy was last satisfactorily certified as of November 30, 1972, by Transamerica Title Insurance Company.

The title is subject to the following:

1. Existing easements of record for public roads and highways, rights of way for railroads, pipelines, public utilities, ditches and canals.
2. Reservation by the grantors of the right to occupy the premises as set forth in the deed to the United States.

(WSC)LW 1
(May 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

Johnson Oyster Company
Vendor

02-106

Tract

CX800032073
Contract No.

Point Reyes
National Seashore
Area

OFFER TO SELL REAL PROPERTY

The undersigned, hereinafter called the Vendor, in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, the fee simple title to the following described land, with the buildings and improvements thereon, and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the

County of Marin, State of California,

containing 5.00 acres, more or less, more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

(WSC)LW 1
(May 1971)

subject to existing easements for public roads and highways, public utilities, railroads and pipelines, and encumbrances listed on Exhibit "B" attached hereto and made a part hereof.

Excepting and reserving only the following rights and interests in the above described property: as shown on Exhibit "C" attached hereto and made a part hereof.

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within three (3) month(s) from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay the Vendor for said land the sum of Seventy Nine Thousand Two Hundred dollars (\$ 79,200.00) payable on acceptance of this offer and approval of

(WSC)LW 1
(May 1971)

the Vendor's title; provided the Vendor can execute and deliver a good and sufficient deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear of all liens and encumbrances, except those specifically excepted or reserved above, together with all right, title, and interest of the Vendor in and to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

(4) The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the deed to the United States, pay any applicable documentary revenue stamp tax or excise tax, and obtain and record such other curative evidence of title as may be required by the United States.

As soon as possible after the date of payment of the purchase price of this offer or the date of deposit in court of the funds to satisfy the award of compensations in a condemnation proceeding to acquire the real property herein described, whichever is the earliest, the United States hereby agrees to reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor in completing this transaction:

- (a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.
- (b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and
- (c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier. The

(WSC)LW 1
(April 71)

Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative; and, in the event that such loss or damage occurs, the United States may, without liability, refuse to accept the conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may acquire title to said land by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation, inclusive of interest, for the taking of said land; agrees that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from said amount.

(7) The Vendor further agrees that from the date hereof, officers and accredited agents of the United States shall have, at all proper times, rights and privileges to survey and enter upon said property for all lawful purposes in connection with the acquisition thereof.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(WSC)LW 1
(April 71)

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

(12) The Vendor hereby authorizes and directs the United States to accomplish payment of the amount specified in paragraph 2 above by depositing a check in said amount payable to the Marin Title Guaranty Company, escrow agent for the Vendor, 1300 Fourth Street San Rafael, California.

Signed and Delivered this 12th day of October, 1972.

WITNESSES:

VENDORS: Johnson Oyster Company

Witness

Charles W. Johnson
Vendor

Charles W. Johnson, President

Witness

Milton Simmons
Vendor

Milton Simmons, Secretary-Treasurer

Witness

Vendor

Witness

Vendor

Notice of acceptance of this offer is to be sent to:

Mr. Charles W. Johnson, P. O. Box 68, Inverness, California 94937

Name

Address

City, State, ZIP

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

The offer of the Vendor contained herein is hereby accepted for and on behalf of the UNITED STATES OF AMERICA.

Date: 10/16/72

By: Charles W. Johnson

Title: CHIEF, DIVISION OF LANDS
WESTERN REGION

Exhibit "A"

That certain real property situate in the County of Marin, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point which bears South $43^{\circ} 25' 25''$ West 4667.148 feet from the most Easterly corner of that certain parcel of land conveyed by James and Margaret McClure to R.C.S. Communications, Inc. by Deed dated September 28, 1929 and recorded October 15, 1929 in Liber 185 of Official Records, at page 93, Marin County Records; and running thence South $60^{\circ} 09'$ East 938.6 feet, South $2^{\circ} 09'$ East 238.01 feet, North $60^{\circ} 09'$ West 938.6 feet and North $2^{\circ} 09'$ West 238.01 feet to the point of beginning

PARCEL TWO:

A RIGHT OF WAY for roadway purposes over a strip of land 14 feet in width, the center line of which is described as follows: BEING that certain property in the County of Marin, State of California, more particularly described as follows: BEGINNING at a point on the Northeasterly boundary line of that certain tract of land conveyed from Edward H. Heims et ux to Larry Jensen et ux, by Deed dated February 2, 1951, distant on said line South $60^{\circ} 09'$ East 198.25 feet from the most Northerly corner of said tract; and running thence North $42^{\circ} 47'$ West 171.66 feet, North $21^{\circ} 12'$ West 107.84 feet, North $4^{\circ} 48'$ West 105.70 feet, North $25^{\circ} 45'$ East 168.34 feet, North $11^{\circ} 06'$ East 96.79 feet, North $6^{\circ} 29'$ West 224.11 feet, North $13^{\circ} 57'$ West 110.34 feet, North $01^{\circ} 18'$ West 91.41 feet, North $22^{\circ} 51'$ East 349.15 feet, North $44^{\circ} 19'$ East 145.39 feet, North $17^{\circ} 40'$ East 137.40 feet, North $04^{\circ} 58'$ East 225.42 feet, North $12^{\circ} 20'$ East 151.12 feet, North $26^{\circ} 04'$ East 173.97 feet, North $11^{\circ} 55'$ East 285.05 feet, North $22^{\circ} 56'$ East 166.80 feet, North $32^{\circ} 14'$ East 170.88 feet, North $53^{\circ} 27'$ East 161.26 feet, North $47^{\circ} 12'$ East 126.93 feet, North $65^{\circ} 02'$ East 76.43 feet, North $45^{\circ} 17'$ East 78.38 feet, North $31^{\circ} 38'$ East 91.54 feet, North $55^{\circ} 55'$ East 99.86 feet and North $35^{\circ} 11'$ East 177.94 feet to the Inverness-Pt. Reyes County Road.

Exhibit "B"

1. Any adverse claim based upon the assertion that some portion of said land is tide or submerged lands, or has been created by artificial means or has accreted to such portions so created.
2. No insurance will be undertaken as to any portion of the herein described property that lies below the line of ordinary high tide as it came to rest from natural means.
3. Conditions regarding the use of Parcel Two herein as contained in an Agreement between Edward H. Heims, et ux and A. L. Jensen, et ux, recorded February 5, 1951, in Book 676 of Official Records at page 382.

The interest of the Heims now vests in the United States of America.

EXHIBIT "C"

Reserving to Vendor, its successors and assigns, a terminable right to use and occupy the above-described property, as delineated on Exhibit "D", attached, together with the improvements situated thereon, for a period of 40 years for the purpose of processing and selling wholesale and retail oysters, seafood and complimentary food items, the interpretation of oyster cultivation to the visiting public, and residential purposes reasonably incidental thereto, subject to the following:

Definitions

The term "Director" as used herein means the Director of the National Park Service, and includes all his duly authorized, delegated representatives.

The term "Vendor" as used herein means the Johnson Oyster Company, a California Corporation, and its successors and assigns.

1. The premises reserved by Vendor hereunder shall at all times be maintained in a safe, sanitary, and sightly condition, open to reasonable inspection by the Director, and meeting all Federal, State, and County health, sanitation, and safety standards applicable to operation of and residence within areas engaged in the processing and retail sale of oysters.

2. Utility services related to the reserved premises, including but not limited to water, electricity, sanitation, and garbage disposal are the sole responsibility of Vendor. Garbage and debris shall be disposed of by Vendor outside the boundary of the Point Reyes National Seashore. Use of the existing trash and garbage dumps on the reserved premises shall be discontinued and the dumps shall be restored to a natural condition by Vendor.

3. Oyster shells may be disposed of within the boundaries of the Point Reyes National Seashore and may be stockpiled for a reasonable period of time on the premises for use as follows:

- a) Upon approval and under an agreement with the Fish and Game Department and other State of California regulatory authorities, some shells may be ground up and deposited uniformly on the water bottom allotments.
- b) Some shells may be used for surfacing the road southerly from Sir Francis Drake Highway to the premises including the parking area on the reserved premises and the parking area on the adjacent land under special use by the Vendor. Approval of the Superintendent will be required prior to deposition of shells anywhere else within the Seashore for road surfacing purposes.
- c) Some shells may be used for seed purpose in oyster propagation.

d) Some shells will be maintained to offer as gifts to the visiting public.

4. Vendor shall not commit waste upon the reserved premises and shall at all times maintain them in a neat and sightly condition.

5. A permanent residence shall be maintained upon the reserved property, occupied by a responsible employee of Vendor.

6. Vendor shall abide by all rules and regulations pertaining to National Park System areas.

7. No permanent or temporary structure, sign or other improvement of any type whatsoever shall be erected by Vendor in or upon the reserved premises or improvements without the prior written approval of the Director.

8. Vendor and its employees shall take all reasonable precautions to prevent fires in and about the reserved premises, and shall cooperate with the Director in fire extinguishment in the reserved premises and areas immediately adjacent to the reserved premises.

9. During the term of Vendor's reservation, Vendor shall be solely responsible for all claims arising from use of the reserved premises by visitors, and shall carry extended coverage liability insurance protecting against such claims in an amount and of a type agreed by the Director, to be sufficient for this purpose.

10. During the term of occupancy, the Vendor shall carry fire and extended coverage insurance to the full insurable value of the improvements. The insured under said fire and extended coverage insurance shall be the Vendor and the United States of America as their interests may appear. In case of loss, the Vendor may replace the improvements with equivalent structures. Should the Vendor elect not to rebuild, all insurance proceeds shall be divided between the United States and the Vendor as their interests may appear.

11. Upon expiration of the reserved term, a special use permit may be issued for the continued occupancy of the property for the herein described purposes, provided however, that such permit will run concurrently with and will terminate upon the expiration of State water bottom allotments assigned to the Vendor. Any permit for continued use will be issued in accordance with National Park Service regulations in effect at the time the reservation expires.

12. Upon expiration of Vendor's reservation, or the extended use period by permit, it shall remove all structures and improvements placed upon the premises during the period of its reservation. Any such property not removed from the reserved premises within 90 days after expiration of Vendor's reservation shall be presumed to have been abandoned and shall be

presumed to have been abandoned and shall become the property of the United States of America, but this shall in no way relieve Vendor of liability for the cost of removal of such property from the reserved premises.

13. Disputes concerning performance under the terms of this reservation shall be determined by the Secretary of the Interior or his duly authorized representative in a manner consistent with due process of law.

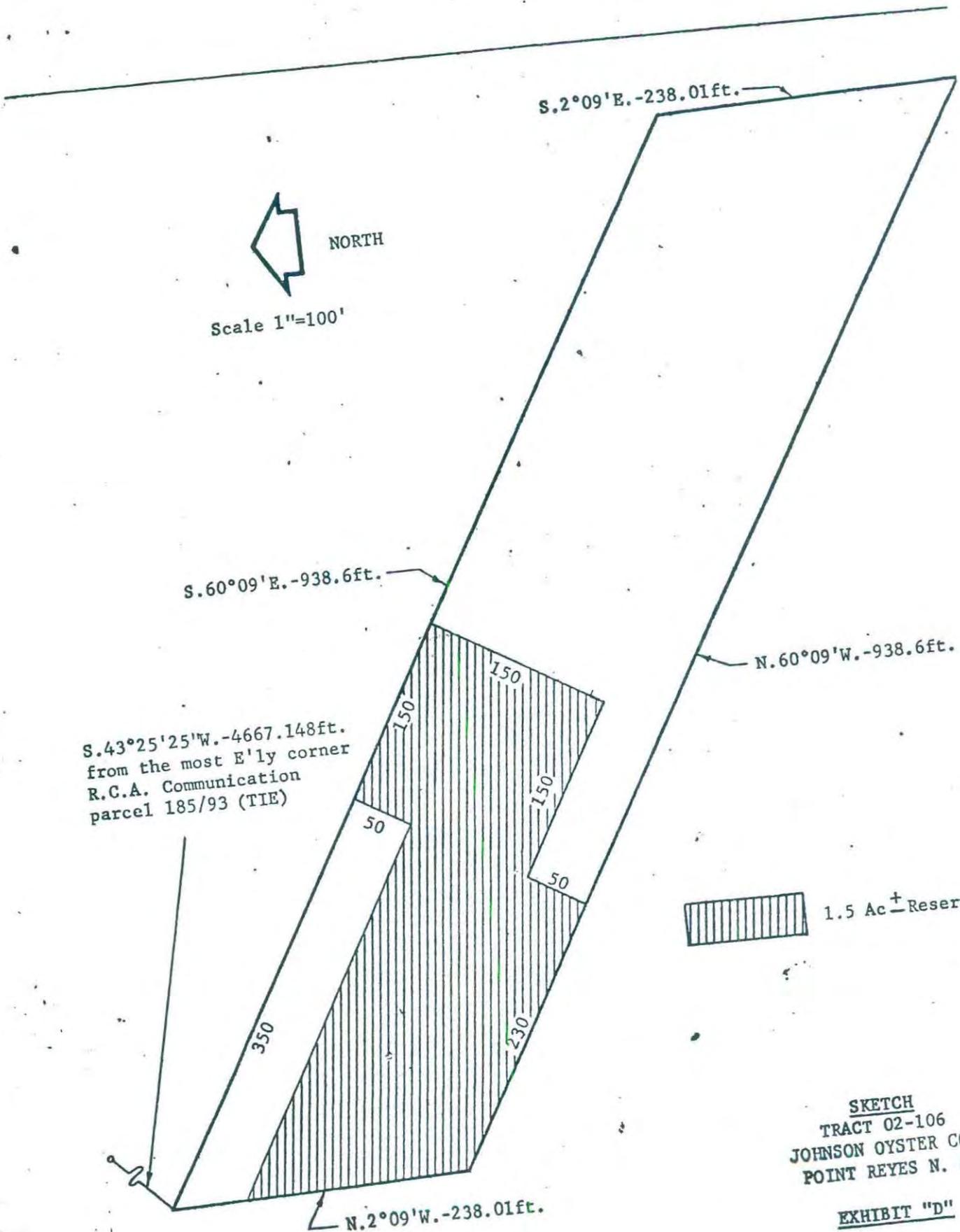
14. Should Vendor elect to dispose of any unused portion of the remainder of its reserved occupancy, the United States of America shall be afforded a right of first refusal to acquire the same.

15. A special use permit will be issued by the Director to Vendor for public interpretation of oyster cultivation by Vendor or adjacent premises, effective concurrently with Vendor's reservation.

16. Vendor shall keep the reserved premises open to the public for the interpretation of oyster cultivation and processing.

17. Vendor, its successors and assigns, shall pay the possessory interest tax during the term of use and occupancy.

18. Vendor cannot conduct a restaurant operation on the premises without prior written approval of the Director.



S.2°09'E.-238.01ft.



Scale 1"=100'

S.60°09'E.-938.6ft.

N.60°09'W.-938.6ft.

S.43°25'25"W.-4667.148ft.
from the most E'ly corner
R.C.A. Communication
parcel 185/93 (TIE)

50

50



1.5 Ac+ Reserved

350

230

N.2°09'W.-238.01ft.

SKETCH
TRACT 02-106
JOHNSON OYSTER CO.
POINT REYES N. S.

EXHIBIT "D"