



WATER-RIGHT DOCKET

Point Reyes National Seashore

Docket No: 6

SPRINGS AND STREAMS. GLEN RANCH

Land History

08-27-1912: indenture

304

Hamilton, J. S.
To
Bondeson, J.

This indenture, made the 27th day of August, one thousand nine hundred and twelve, between Julia Shafter Hamilton, of the County of Marin, State of California, the party of the first part, and John Bondeson of Marin County, State of California, the party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten (10) Dollars, Gold Coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain and sell, unto the said party of the second part, and to his heirs and assigns forever:

All those certain lots, pieces or parcels of land situate in the County of Marin, State of California, and bounded and described as follows, to wit:-

1. Commencing at a stake in the road leading from Olema to Kaulinas Bay in the line between lands of the estate of Chas. Parsons and land formerly owned by Jas. Mc M. Shafter; thence Northwesterly in the line of road 3.23 chains, more or less; thence Southwesterly crossing a picket fence about two feet from the corner of the lane leading to the Garrison house and lot, in a direct line through a shed and Laurel tree 4.10 chains more or less to the old bed of Olema Creek and the (patent) line of the Punta de los Reyes Ranch; thence up said old creek bed to the Parsons' line; thence Northeasterly in said line to beginning, containing about 1 1/2 acres.
2. All that portion of the Rancho Punta de los Reyes Sobrante situated in Marin County, California, and patented to Andrew Randall by the United States Government by the Patent dated June 4th, 1880, described as follows: Beginning at a dead Alemea or Alder tree on the bank of the Olemas Lake near the Southwesterly corner of the Public School House in the Town or Village of Olema in said Marin County running thence by the true meridian South 49 1/2° west 15 chains across the valley of the Olemas Lake to post marked J. S. N. 2 driven near the easterly point of a low ridge, thence North 75 1/2° west 28.50 chains crossing said ridge to a stake marked J.S.N. 3 on the east bank of the creek which runs from Bear Valley Gulch, from which stake North 86 1/2° east 1.36 chains in a Monroe stub marked B.T.J.S. x H.3. thence ascending along the middle of the creek which runs down Bear Valley Gulch to that main fork of the Gulch where there is a Laurel tree 18 inches in diameter marked J.S. x H. thence ascending along the creek in the easterly fork of the Gulch so far as the creek has a well defined channel thence ascending along the middle of the valley to a post marked J.S. N. 4, from which, North 62° west 1.16 chains is a sand stone rock four feet high, thence South 6 1/2° east 13.34 chains, crossing over Puerto Suelo and through corral to post marked J.S. x H.5. driven near the head of Bear Valley, below the corrals toward the ocean, thence descending along the middle of the stream which runs down through Bear Valley to the shore of the Pacific Ocean, thence easterly on said shore to Alemea Gulch, thence up Gulch and along the line of the present fence on the line which divides the land of the O. L. Shafter Estate from that formerly owned by James Mc M. Shafter (erroneously called the patented line of the Rancho Punta de los Reyes in former description) to an Ash tree marked T. B. 24, on the Olema Creek, thence Northwesterly on the patented line of the Rancho Punta de los Reyes, Sobrante to the point of beginning on the Olemas Lake. Containing about 5256.87 acres. Excepting therefrom the lands heretofore conveyed to J. J. Shafter described as follows: Beginning at an Alder tree near the School House in Olema thence westwardly on the line separating the lands of Jas Mc M. Shafter and those of Chas. Parsons toward the mouth of the Foster Gulch thence up said Gulch to another on the east side of said Foster Gulch thence up said eastern (or Branch) Gulch to its head, at a post marked T. B. 25 standing on the side of the ridge road, thence across said road and down a ridge eastward

Julia Shafter Hamilton,

Signed and delivered in the presence of)

State of California,)
City and County of San Francisco,) ss.
On this 27th day of August, A.D. one thousand nine hundred and twelve before me,
Charles Edelman, a Notary Public in and for said City and County, residing therein, duly
commissioned and sworn, personally appeared Julia Shafter Hamilton, known to me to be the
person described in, whose name is subscribed to and who executed the annexed instrument, and
she acknowledged to me that she executed the same. In witness whereof, I have hereunto set my
hand and affixed my official seal, at my office in the City and County of San Francisco, this

300

day and year in this certificate first above written.

(seal)

Charles Edelman, Notary Public in and for the City
and County of San Francisco, State of California. My commission expires April, 9, 1914.

Filed for record

and recorded at the request of Tobin & Tobin, Aug, 29, 1912 A.D. at 1 min. past 9 o'clock A.M.

J. H. Holland
Recorder.
By Mr. J. H. Holland

HSB:JCD
33-5-2295-30

mme

November 17, 1964

Honorable Stewart L. Udall
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

Re: File No. 33-5-2295-30
Tract No. B
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 enclosed 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 are enclosed.

Sincerely yours,

Acting Attorney General

Copy referred to HSB:JCD
Hester
L. J. 11/19/64

SCHEDULE A

File No.: 33-5-2295-30

Tract No.: B

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

Estate Acquired: Fee

Acreage: 289.0 acres

Total Consideration: \$210,000.00

The deed to the United States of America was executed by Point Reyes Land and Development Company, a corporation on August 21, 1964, filed for record on August 28, 1964, and recorded in Book 1853, at page 92.

The title insurance policy, was prepared as of August 28, 1964, by Transamerica Title Insurance Company.

The title is subject to:

1. Existing easements for public roads and highways, rights of way for railroads, pipelines and public utilities, including the rights of the public in and to roads, noted at item 2, Schedule B of the policy and the road easements in favor of Tevis Land and Livestock Company, noted at item 4, Schedule B of the policy.
2. Water rights noted at item 1, Schedule B of the policy.
3. Conditions and road easements in favor of William S. Tevis, Jr., noted at item 3, Schedule B of the policy.

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4. Reservation by the grantor of the use and possession of the land for one year from the date of the deed to the United States, as set forth in the offer to sell real estate.

MEM:JOD
33-5-2295-30

August 25, 1964

RECEIVED		
NPS Western Regional Office		
8-3-64		
REA Chk.	Subm. #	Date
Asst. R. G. (CR)		
Asst. R. G. (CR)		
Asst. R. D. (CR)		
Asst. to R. G.		
Sp. Asst. to R. G.		
PROGRAMS		

Honorable Stewart L. Udall
Secretary of the Interior
Washington, D. C.

My dear Mr. Secretary:

A re-examination has been made of the title data relating to 139 acres of land, more or less, Tract A, Point Reyes National Seashore Project in Marin County, California. This land was conveyed to the United States of America under the provisions of existing legislation by Point Reyes Land and Development Company, a California corporation, under deed dated May 29, 1964, filed for record on June 1, 1964, and recorded among the land records of the county in Book 1820 at page 29 and rerecorded on July 3, 1964, in Book 1832 at page 347. Your reference is L1425-SLW and the file number of this Department is 33-5-2295-30.

The land is described in the aforesaid deed which recites a consideration of \$100,000.00.

The title insurance policy, No. 66021, dated as of July 3, 1964, was prepared by City Title Insurance Company and endorsed by Transamerica Title Insurance Company and is satisfactory.

The title insurance policy, recorded deed and accompanying data disclose valid title to this land to be vested in the United States of America, subject to:

1. Existing easements for roads, highways, railroads, pipelines and public utilities, including the rights of the public in and to roads as noted at item 2, Schedule B of the policy.

Copy to P. Reyes
9/3/64 - JWD

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2. Water rights noted at item 1,
Schedule B of the policy.
3. Conditions and road easements
in favor of William S. Tevis,
Jr., noted at item 3, Schedule
B of the policy.
4. Road easement in favor of Tevis
Land and Livestock Company, Inc.,
noted at item 4, Schedule B of
the policy.
5. Reservation by the grantor of the
use and possession of the land
for one year from the date of the
deed to the United States of America.

Your Department has advised that objections 1, 2, 3,
4 and 5 will not interfere with the contemplated use of the
land.

It is to be noted that the purchase price for the
land has not been paid.

The title insurance policy, deed and related papers
are enclosed.

Sincerely yours,

Attorney General

Enclosures

Application No. 66021

Total Fee for Title Search Examination
and Title Insurance: \$354.00

AMOUNT \$65,000.00

Policy No. 46343

OWNERS TITLE INSURANCE POLICY

TRANSAMERICA TITLE INSURANCE COMPANY

For valuable consideration, does hereby insure

THE UNITED STATES OF AMERICA

Against all loss or damage which the party insured shall sustain
by reason of defects in the title of said United States of America
to the real estate or interest therein described in Schedule A or by
reason of liens or encumbrances affecting the title at the date
hereof, excepting only such defects, liens, encumbrances and other
matters as are set forth in Schedule B below.

The total liability of this Company under this Policy is limited
to:

SIXTY FIVE THOUSAND AND NO/100THS DOLLARS-----

This policy is subject to the conditions hereinbelow set forth,
which conditions, together with Schedules A and B, are made a
part of this policy.

IN WITNESS WHEREOF Transamerica Title Insurance Company has caused
its corporate seal to be hereto affixed and these presents to be
signed by its President and attested by its Assistant Secretary.
this 28th day of August, 1964

TRANSAMERICA TITLE INSURANCE COMPANY

By DANA G. LEAVITT

President

E. J. CURRY

(SEAL)

Attest

Assistant Secretary

American Title Association
U. S. Policy Form

SCHEDULE A.

1. The title, estate or interest insured by this policy.

A Fee

2. Description of the real estate with respect to which this policy
is issued.

- PER THE ATTACHED SHEET _

ALL of that tract of land situate and lying in the County of Marin,
State of California, containing 289 acres, more or less, and designated as
Tract B described as follows:

BEGINNING at the most Southerly corner of Parcel One as described in deed from William S. Tevis et al to Boyd S. Stewart et al by deed recorded May 15, 1945 in Liber 487 of Official Records at page 93, Marin County Records; running thence along the Southwest boundary line of the lands so conveyed to Stewart, North 69° 03' 30" West 137.72 feet; thence North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28 feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West 235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North 40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77 feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30" East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North 8° 30' 30" West 206.0 feet; thence North 21° 39' West 151.74 feet; thence North 21° 39' West 203.81 feet; thence North 47° 49' West 254.23 feet; thence North 34° 28' 30" West 540.90 feet; thence South 87° 01' West 362.48 feet; thence South 68° 42' West 174.13 feet; thence North 73° 08' 30" West 184.13 feet; thence North 31° 26' 30" West 283.3 feet; thence North 37° 32' West 133.34 feet; thence North 36° 04' West 210.92 feet; thence North 29° 29' West 244.21 feet; thence North 31° 22' 30" West 197.96 feet; thence North 22° 00' 30" West 478.73 feet; thence North 12° 08' West 129.28 feet; and North 38° 29' 30" West 313 feet to a point in the Southeasterly boundary line of the property formerly belonging to P. J. Shafter described in Liber Q of Deeds at page 263, Marin County Records, said point being on the Southerly line of that certain parcel of land described in deed by Lee M. Harvey et ux to Vedanta Society of Northern California, recorded July 26, 1946 in Liber 527 of Official Records at page 204, Marin County Records; running thence Westerly along said Southerly boundary line and following the "Gulch" as described in said last mentioned deed to where it intersects the Easterly line of the property described in deed by Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in Liber 539 of Official Records at page 290, Marin County Records; running thence in a Southerly direction along the Easterly line of the lands so conveyed to Compton's Corp. being the centerline of the stream known as "Poster's Gulch" to a stake marked "B7"; thence continuing along the boundary line of the lands so conveyed to Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19' East 64.6 feet; thence South 31° 32' East 88.1 feet; thence South 35° 39' East 148.0 feet; thence South 33° 49' East 127.6 feet; and south 32° 19' East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South 78° 42' 30" East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed by Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North 35° 44' East 265.52 feet; to the point of beginning.

EXCEPTING THEREFROM that certain tract of land to be herein referred to as 'Tract A', said tract being described as follows:

BEGINNING at the most Southerly corner of Parcel One as described in deed from William S. Tevis et al to Boyd S. Stewart et al by deed recorded May 15, 1945 in Liber 487 of Official Records at page 93, Marin County Records, running thence along the Stuthwest boundary line of the lands so conveyed to Stewart, North 59° 03' 30" West 137.72 feet; thence North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28 feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West 235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North 40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77 feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30" East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North 8° 30' 30" West 206.0 feet; thence South 62° 20' 40" West 2969.65 feet to a point on the Easterly line of the property described in deed by Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in Liber 539 of Official Records at page 290, Marin County Records, said point being a stake marked "B7" in the centerline of "Foster's Gulch"; thence continuing along the boundary line of the lands so conveyed to Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19' East 64.6 feet; thence South 31° 32' East 88.1 feet; thence South 35° 39' East 148.0 feet; thence South 33° 49' East 127.6 feet; and South 32° 19' East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South 78° 42' 30" East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed by Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North 35° 44' East 265.52 feet to the point of beginning.

Tract B contains 289 acres, more or less, being all of the lands owned by the Point Reyes Land and Development Company within the Point Reyes National Seashore.

American Title Association
U. S. Policy Form

SCHEDULE B

Showing defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure:

1. The right to a continuous flow of such water as shall flow through a three quarter inch pipe from springs or streams on the land hereinabove deeded to said John Bondeson and which flow of water may be conveniently used to supply the "Glen Ranch." (146 Deeds, 304, recorded August 29, 1912)
2. The roads now open to the public on said lands shall be kept open or equally ready means of access to and across said lands shall be provided. (146 Deeds, 304, recorded August 29, 1912.)
3. Conditions and road easements granted by Leonard W. David, et ux, to William S. Tevis, Jr. by Deed recorded January 8, 1940 in Liber 392 of Official Records, at page 78.
4. The non-exclusive right in perpetuity to use the existing graded road, for ingress and egress as reserved by Tevis Land and Livestock Company, a California corporation, recorded December 28, 1959 in Liber 1334 of Official Records, at page 146.

emc

INDORSEMENT

Attached to Policy No. **46343**

Issued by

TRANSAMERICA TITLE INSURANCE COMPANY

Paragraph numbered "2" of the General Exceptions is hereby deleted in its entirety and a new paragraph substituted therefor, as follows:

This policy does not insure against loss or damage by reason of the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of said real estate or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

There is added hereby a paragraph numbered 7 to the "Conditions as follows:

7. Definition of "public records": those records which impart constructive notice of matters relating to said real estate.

This indorsement is made a part of said policy and is subject to the schedules and conditions thereof, except as modified by the provisions hereof.

TRANSAMERICA TITLE INSURANCE COMPANY

By **DANA G. LEAVITT**

President

By **E. J. CURRY**

Assistant Secretary

CONDITIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 60 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party of such action or proceeding be neither served with summons therein or have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within 60 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 60 days after said party has notice of such loss or damage and no right of action shall accrue under this policy under 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

135733

GRANT DEED

THIS INSTRUMENT made the 21st day of August, in the year 1964, between the Point Reyes Land and Development Company, domiciled in and incorporated under the laws of the State of California, the party of the first part, and the United States of America, the party of the second part.

W I T N E S S E T H

THAT the said party of the first part, for and in consideration of the sum of two hundred ten thousand dollars (\$210,000) lawful money of the United States of America, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and its assigns forever,

ALL of that tract of land situate and lying in the County of Marin, State of California, containing 289 acres, more or less, and designated as Tract B described as follows:

BEGINNING at the most Southerly corner of Parcel One as described in deed from William S. Tevis et al to Boyd S. Stewart et al by deed recorded May 15, 1945 in Liber 487 of Official Records at page 93, Marin County Records; running thence along the Southwest boundary line of the lands so conveyed to Stewart, North 69° 03' 30" West 137.72 feet; thence North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28 feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West 235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North 40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77 feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30" East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North 8° 30' 30" West 206.0 feet; thence North 21° 39' West 151.74 feet; thence North 21° 39' West 203.81 feet; thence North 47° 49' West 254.23 feet; thence North 34° 28' 30" West 540.90 feet; thence South 87° 01' West 362.48 feet; thence South 68° 42' West 174.13 feet; thence North 73° 08' 30" West 184.13 feet; thence North 31° 26' 30" West 283.3 feet; thence North 37° 32' West 133.34 feet; thence North 36° 04' West 210.92 feet; thence North 29° 29' West 244.21 feet;

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thence North 31° 22' 30" West 197.96 feet; thence North 22° 00' 30" West 478.73 feet; thence North 12° 08' West 14.28 feet; and North 38° 29' 30" West 313 feet to a point in the Southeasterly boundary line of the property formerly belonging to P. J. Shafter described in Liber Q of Deeds at page 263, Marin County Records, said point being on the Southerly line of that certain parcel of land described in deed by Lee M. Harvey et ux to Vedanta Society of Northern California, recorded July 26, 1946 in Liber 527 of Official Records at page 204, Marin County Records; running thence Westerly along said Southerly boundary line and following the "Gulch" as described in said last mentioned deed to where it intersects the Easterly line of the property described in deed by Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in Liber 539 of Official Records at page 290, Marin County Records; running thence in a Southerly direction along the Easterly line of the lands so conveyed to Compton's Corp. being the centerline of the stream known as "Foster's Gulch" to a stake marked "B7"; thence continuing along the boundary line of the lands so conveyed to Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19' East 64.6 feet; thence South 31° 32' East 88.1 feet; thence South 35° 39' East 148.0 feet; thence South 33° 49' East 127.6 feet; and south 32° 19' East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South 78° 42' 30" East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed by Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North 35° 44' East 265.52 feet; to the point of beginning.

EXCEPTING THEREFROM that certain tract of land to be herein referred to as "Tract A", said tract being described as follows:

BEGINNING at the most Southerly corner of Parcel One as described in deed from William S. Tevis et al to Boyd S. Stewart et al by deed recorded May 15, 1945 in Liber 487 of Official Records at page 93, Marin County Records, running thence along the Southwest boundary line of the lands so conveyed to Stewart, North 69° 03' 30" West 137.72 feet; thence North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28 feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West 235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North 40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77 feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30" East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North 8° 30' 30" West 206.0 feet; thence South 62° 20' 40" West 2969.65 feet to a point on the Easterly line of the property described in deed by Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in Liber 539 of Official Records at page 290, Marin County Records, said point being a stake marked "B7" in the centerline of "Foster's Gulch"; thence continuing along the boundary line of the lands so conveyed to Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19'

East 64.6 feet; thence South $31^{\circ} 32'$ East 88.1 feet; thence South $35^{\circ} 39'$ East 148.0 feet; thence South $33^{\circ} 49'$ East 127.6 feet; and South $32^{\circ} 19'$ East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South $78^{\circ} 42' 30''$ East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed by Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North $35^{\circ} 44'$ East 265.52 feet to the point of beginning.

Tract B contains 289 acres, more or less, being all of the lands owned by the Point Reyes Land and Development Company within the Point Reyes National Seashore.

To HAVE and to HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its assigns forever.

IN WITNESS WHEREOF, the duly authorized officers of the party of the first part have executed these presents the day and year first above written.

Signed and delivered
in the presence of

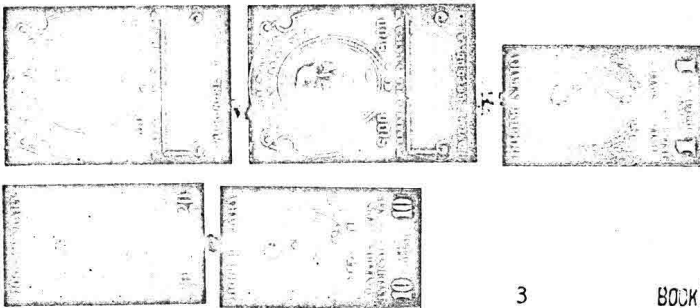
Point Reyes Land and Development
Company

Katherine Forester

By William Tevis, Jr.
President

Charles W. Hurd

By Charles W. Hurd
Secretary



State of California }
County of San Francisco } ss

On AUGUST 21, 1964, before me, the undersigned, a
Notary Public, in and for said County and State, personally appeared
F. W. CALLISON and DOUGLAS G. HERTZ,
known to me to be the President and Secretary 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.

Ellen A. Taylor
Notary Public

My Commission Expires:

ELLEN A. TAYLOR

My Commission Expires April 1965
Notary Public, State of California
Principal office, San Francisco County

35733
BOOK 1853 PAGE 92

RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.
AT 11:19 MIN. PAST 11 A.M.
AUG 28 1964 ec
Official Records of Marin County, Calif.

N. J. Giacomini JA
FEE \$ 4.40 RECORDER

BOOK 1853 PAGE 95

Application No. 66021

Total Fee for Title Search \$246.00
Examination and Title Insurance

Amount \$37,500.00

Policy No. 45465

OWNERS TITLE INSURANCE POLICY

CITY TITLE INSURANCE COMPANY

For valuable consideration, does hereby insure

THE UNITED STATE OF AMERICA

against all loss or damage which the party insured shall sustain by reason of defects in the title of said United States of America to the real estate or interest therein described in Schedule A or by reason of liens or encumbrances affecting the title at the date hereof, excepting only such defects, liens, encumbrances and other matters as are set forth in Schedule B below.

The total liability of this Company under this policy is limited to **Thirty Seven Thousand Five Hundred, no/100-----**

This policy is subject to the conditions hereinbelow set forth, which conditions, together with Schedules A and B, are made a part of this policy.

IN WITNESS WHEREOF, City Title Insurance Company has caused its corporate seal to be hereto affixed and these presents to be signed by its President and attested by its Assistant Secretary this 3rd day of July, 1964

CITY TITLE INSURANCE COMPANY

By **MARTIN M. MURPHY**
President

E. J. CURRY

Attest
Assistant Secretary

American Title Association
U.S. Policy Form

SCHEDULE A.

1. The title, estate or interest insured by this policy.

 A Fee -

2. Description of the real estate with respect to which this policy is issued.

- Per the attached sheet -

ALL of that tract of land situate and lying in the County of Marin,
State of California, containing 139 acres, more or less, described as
follows:

BEGINNING at the most Southerly corner of Parcel One as described in deed from William S. Tevis et al to Boyd S. Stewart et al by deed recorded May 15, 1945 in Liber 487 of Official Records at page 93, Marin County Records; running thence along the Southwest boundary line of the lands so conveyed to Stewart, North 69° 03' 30" West 137.72 feet; thence North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28 feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West 235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North 40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77 feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30" East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North 8° 30' 30" West 206.0 feet; thence South 62° 20' 40" West 2969.65 feet to a point on the Easterly line of the property described in deed by Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in Liber 539 of Official Records at page 290, Marin County Records, said point being a stake marked "B7" in the centerline of "Fosters Gulch"; thence continuing along the boundary line of the lands so conveyed to Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19' East 64.6 feet; thence South 31° 32' East 88.1 feet; thence South 35° 39' East 148.0 feet; thence South 33° 49' East 127.6 feet, and South 32° 19' East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South 78° 42' 30" East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed by Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North 35° 44' East 265.52 feet to the point of beginning, containing 139 acres, more or less.

American Title Association
U. S. Policy Form

SCHEDULE B

Showing defects, liens, encumbrances and other matters excepted from this policy and against which this Company does not insure:

1. The right to a continuous flow of such water as shall flow through a three quarter inch pipe from springs or streams on the land hereinabove deeded to said John Bondeson and which flow of water may be conveniently used to supply the "Glen Ranch" (146 Deeds, 304, recorded August 29, 1912)
2. The roads now open to the public on said lands shall be kept open or equally ready means of access to and across said lands shall be provided. (146 Deeds, 204, recorded August 29, 1912.)
3. Conditions and road easements granted by Leonard W. David, et ux, to William S. Tevis, Jr. by deed recorded January 8, 1940 in Liber 392 of Official Records, at page 78.
4. The non-exclusive right in perpetuity to use the existing graded road, for ingress and egress as reserved by Tevis Land and Livestock Company, a California corporation, recorded December 28, 1959 in Liber 1334 of Official Records, at page 146.

SCHEDULE B (continued)

SPECIAL EXCEPTIONS

(Here the Company is to insert general exceptions peculiar to the locality and special exceptions relating solely to property covered in this policy.)

none.

GENERAL EXCEPTIONS

Governmental Powers

1. Because of limitations imposed by law on ownership and use of property, or which arise from governmental powers, this policy does not insure against:

(a) consequences of the future exercise or enforcement or attempted exercise or enforcement of police power, bankruptcy power, or power of eminent domain, under any existing or future law or governmental regulation, (b) consequences of any law, ordinance or governmental regulation, now or hereafter in force, (including building and zoning ordinances) limiting or regulating the use or enjoyment of the property, estate or interest described in Schedule A, or the character, size, use or location of any improvement now or hereafter erected on said property.

Matters Not of Record

2. The following matters which are not of record at the date of this policy are not insured against:

(a) rights or claims of parties in possession not shown of record and questions of survey; (b) mechanics' liens where no notice thereof appears of record; (c) defects, liens or encumbrances created subsequent to the date hereof.

Refusal to Purchase

3. This policy does not insure against loss or damage by reason of the refusal of any person to purchase, lease or lend money on the property, estate or interest described in Schedule A.

INDORSEMENT

Attached to Policy No. 45465

Issued By

CITY TITLE INSURANCE COMPANY

Paragraph numbered "2" of the General Exceptions is hereby deleted in its entirety and a new paragraph substituted therefor, as follows:

This policy does not insure against loss or damage by reason of the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of said real estate or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.

There is added hereby a paragraph numbered 7 to the "Conditions" as follows:

7. Definition of "public records": those records which impart constructive notice of matters relating to said real estate.

This indorsement is made a part of said policy and is subject to the schedules and conditions thereof, except as modified by the provisions hereof.

CITY TITLE INSURANCE COMPANY

By

MARTIN M. MURPHY

President

(SEAL)

By

E. J. CURRY
Assistant Secretary

CONDITIONS

NOTICE OF ACTIONS

1. If any action or proceeding shall be begun or defense asserted which may result in an adverse judgment or decree resulting in a loss for which this Company is liable under this policy, notice in writing of such action or proceeding or defense shall be given by the Attorney General to this Company within 60 days after notice of such action or proceeding or defense has been received by the Attorney General; and upon failure to give such notice then all liability of this Company with respect to the defect, claim, lien or encumbrance asserted or enforced in such action or proceeding shall terminate. Failure to give notice, however, shall not prejudice the rights of the party insured, (1) if the party insured shall not be a party to such action or proceeding, or (2) if such party, being a party of such action or proceeding be neither served with summons therein or have actual notice of such action or proceeding, or (3) if this Company shall not be prejudiced by failure of the Attorney General to give such notice.

NOTICE OF WRITS

2. In case knowledge shall come to the Attorney General of the issuance or service of any writ of execution, attachment or other process to enforce any judgment, order or decree adversely affecting the title, estate or interest insured said party shall notify this Company thereof in writing within 60 days from the date of such knowledge; and upon a failure to do so, then all liability of this Company in consequence of such judgment, order or decree or matter thereby adjudicated shall terminate unless this Company shall not be prejudiced by reason of such failure to notify.

DEFENSE OF CLAIMS

3. This company agrees, but only at the election and request of the Attorney General of the United States, to defend at its own cost and expense the title, estate or interest hereby insured in all actions or other proceedings which are founded upon or in which it is asserted by way of defense, a defect, claim, lien or encumbrance against which this policy insures, provided, however, that the request to defend is given within sufficient time to permit the company to answer or otherwise participate in the proceeding. If any action or proceeding shall be begun or defense be asserted in any action or proceeding affecting or relating to the title, estate or interest hereby insured and the Attorney General elects to defend at the Government's expense, the Company shall upon request, cooperate and render all reasonable assistance in the prosecution or defense of such proceeding and in prosecuting appeals.

If the Attorney General shall fail to request and permit the Company to defend, then all liability of the Company with respect to the defect, claim, lien or encumbrance asserted in such action or proceeding shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest such defenses and actions as it shall conceive should be taken and the Attorney General shall present the defenses and take the actions of which the Company shall advise him in writing, then the liability of the Company shall continue; but in any event the Company shall permit the Attorney General without cost or expense to use the information and facilities of the Company for all purposes which he thinks necessary or incidental to the defending of any such action or proceeding or any claim asserted by way of defense therein and to the prosecuting of an appeal.

COMPROMISE OF ADVERSE CLAIMS

4. Any compromise, settlement or discharge by the United States or its duly authorized representative of an adverse claim, without the consent of this Company shall bar any claim against the Company hereunder. Provided, however, that the Attorney General may at his election submit to the issuing company for approval or disapproval any proposed compromise, settlement or discharge of any adverse claim and in the event of the consent of the issuing company to the proposed compromise, settlement or discharge it shall be liable for the payment of the full amount paid.

STATEMENT OF LOSS

5. A statement in writing of any loss or damage sustained by the party insured, and for which it is claimed this Company is liable under this policy, shall be furnished by the Attorney General to this Company within 60 days after said party has notice of such loss or damage and no right of action shall accrue under this policy under 30 days after such statement shall have been furnished. No recovery shall be had under this policy unless suit be brought thereon within one year after said period of 30 days. Failure to furnish such statement of loss or to bring such suit within the times specified shall not affect the Company's liability under this policy unless this Company has been prejudiced by reason of such failure to furnish a statement of loss or to bring such suit.

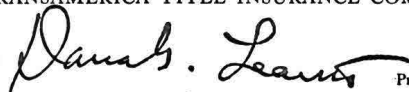
POLICY REDUCED BY PAYMENTS OF LOSS

6. All payments of loss under this policy shall reduce the amount of this policy pro tanto.

ENDORSEMENT

BY THE ATTACHMENT OF THIS ENDORSEMENT to the within Policy,
the undersigned, TRANSAMERICA TITLE INSURANCE COMPANY, does
hereby adopt the within Policy as its own.

TRANSAMERICA TITLE INSURANCE COMPANY

 President.

by

Assistant Secretary for the Company

(22026)

GRANT DEEDTHIS INDENTURE made the 29th day of May, 1964

in the year 1964, between the Point Reyes Land and Development Company,
domiciled in and incorporated under the laws of the State of California,
the party of the first part, and the United States of America, the party
of the second part.

W I T N E S S E T H

THAT the said party of the first part, for and in consideration of
the sum of one hundred thousand dollars (\$100,000), lawful money of the
United States of America, to them in hand paid, by the said party of the
second part, the receipt whereof is hereby acknowledged, does by these
presents grant, bargain, sell, convey and confirm unto the said party of
the second part and its assigns forever,

ALL of that tract of land situate and lying in the County of Marin,
State of California, containing 139 acres, more or less, described as
follows:

BEGINNING at the most Southerly corner of Parcel One as described in
deed from William S. Tevis et al to Boyd S. Stewart et al by deed re-
corded May 15, 1945 in Liber 487 of Official Records at page 93, Marin
County Records; running thence along the Southwest boundary line of the
lands so conveyed to Stewart, North 69° 03' 30" West 137.72 feet; thence
North 56° 02' 30" West 271.43 feet; thence North 43° 39' West 356.28
feet; thence North 62° 41' West 320.75 feet; thence North 51° 37' West
235.39 feet; thence North 37° 03' 30" West 189.14 feet; thence North
40° 05' West 285.06 feet; thence North 63° 15' West 496.78 feet; thence
North 24° 08' 40" West 312.52 feet; thence North 1° 13' West 177.77
feet; thence North 2° 26' East 214.50 feet; thence North 7° 02' 30"
East 353.45 feet; thence North 3° 40' 30" West 255.75 feet; thence North
8° 30' 30" West 206.0 feet; thence South 62° 20' 40" West 2969.65 feet
to a point on the E-sterly line of the property described in deed by
Glen Ranch Co. to Gene Compton's Corp., recorded January 24, 1947 in
Liber 539 of Official Records at page 290, Marin County Records, said
point being a stake marked "B7" in the centerline of "Fosters Gulch";
thence continuing along the boundary line of the lands so conveyed to

B 110

BOOK 1832 PAGE 347

(BOOK 1832 PAGE 347)

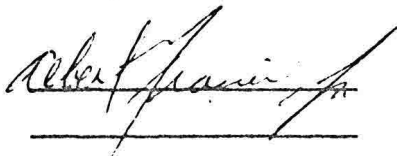
Compton's Corp. South 4° 54' West 92.5 feet; thence South 6° 43' West 175.6 feet; thence South 43° 19' East 64.6 feet; thence South 31° 32' East 88.1 feet; thence South 35° 39' East 148.0 feet; thence South 33° 49' East 127.6 feet, and South 32° 19' East 298.2 feet to an existing concrete monument; thence leaving said Compton's Corp. boundary line South 78° 42' 30" East 4114.49 feet to an existing iron pipe set in the boundary line of the lands conveyed ty Leonard W. David et ux to William Tevis, Jr., by deed dated December 6, 1939 and recorded in Liber 392 of Official Records at page 78, Marin County Records; running thence along said boundary line North 35° 44' East 265.52 feet to the point of beginning, containing 139 acres, more or less.

To HAVE and to HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its assigns forever.

IN WITNESS WHEREOF, the duly authorized officers of the party of the first part have executed these presents the day and year first above written.

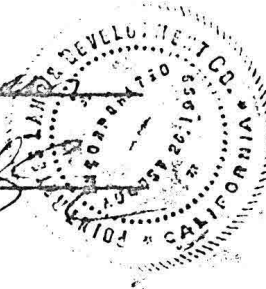
Signed and delivered
in the presence of

Point Reyes Land and Development
Company



By 
President

By 
Secretary



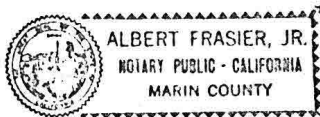
This Deed re-recorded on July 3, 1964, for the purpose of correcting an error in the description, being the distance of 881 feet as set forth in the previous recording, corrected to 88.1 feet.

BOOK 1832 PAGE 348

(BOOK 1820 PAGE 30)

State of California }
 County of Marin } ss

On May 29, 1964, before me, the undersigned, a
 Notary Public, in and for said County and State, personally appeared
Edw. Callison and Douglas G. Herltz
 known to me to be the President and Secretary 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.



Albert Frasier
 Notary Public

My Commission expires:

4-17-66

(22026)

27150

RECORDED AT REQUEST OF
 MARIN TITLE GUARANTY CO.
 AT 30 MIN. PAST 12 P.M.
 JUN 1 - 1964 ac
 Original Records of Marin County, Calif.
N. J. Liccomini
 FEE \$ 3.60 RECORDER

RE. BOOK 1832 PAGE 347
 RECORDED AT REQUEST OF
 MARIN TITLE GUARANTY CO.
 AT 40 MIN PAST 10 A.M.
 JUL 3 - 1964
N. J. Liccomini
 FEE \$ 3.60 RECORDER

BOOK 1832 PAGE 349

(BOOK 1820 PAGE 31)

Other Supporting Information



IN REPLY REFER TO:

L54-LWSSC

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

SAN FRANCISCO PLANNING AND SERVICE CENTER

Office of Land and Water Rights
450 Golden Gate Avenue, Box 36063
San Francisco, California 94102
December 15, 1966



Memorandum

To: Assistant Director, Special Services
Attention: Chief, Branch of Water Resources

From: Supervisory Hydraulic Engineer, LWSSC

Subject: Water Right Dockets, Point Reyes

Enclosed are new water right dockets for Point Reyes, as follows:

Water Rights No. 3, Spring on 150 X 150 plot
Water Rights No. 4, Hall-Drakes Beach Lagoon
Water Rights No. 5, Alemea Creek
Water Rights No. 6, Glen Ranch
Alien Water Right No. 3, Spring lot Gray-Vrable-Boyle
Alien Water Right No. 4, Haggerty Gulch Entrance Road
Alien Water Right No. 6, Bear Creek - Olema Water System
Alien Water Right No. 7, Olema Creek - Smoot

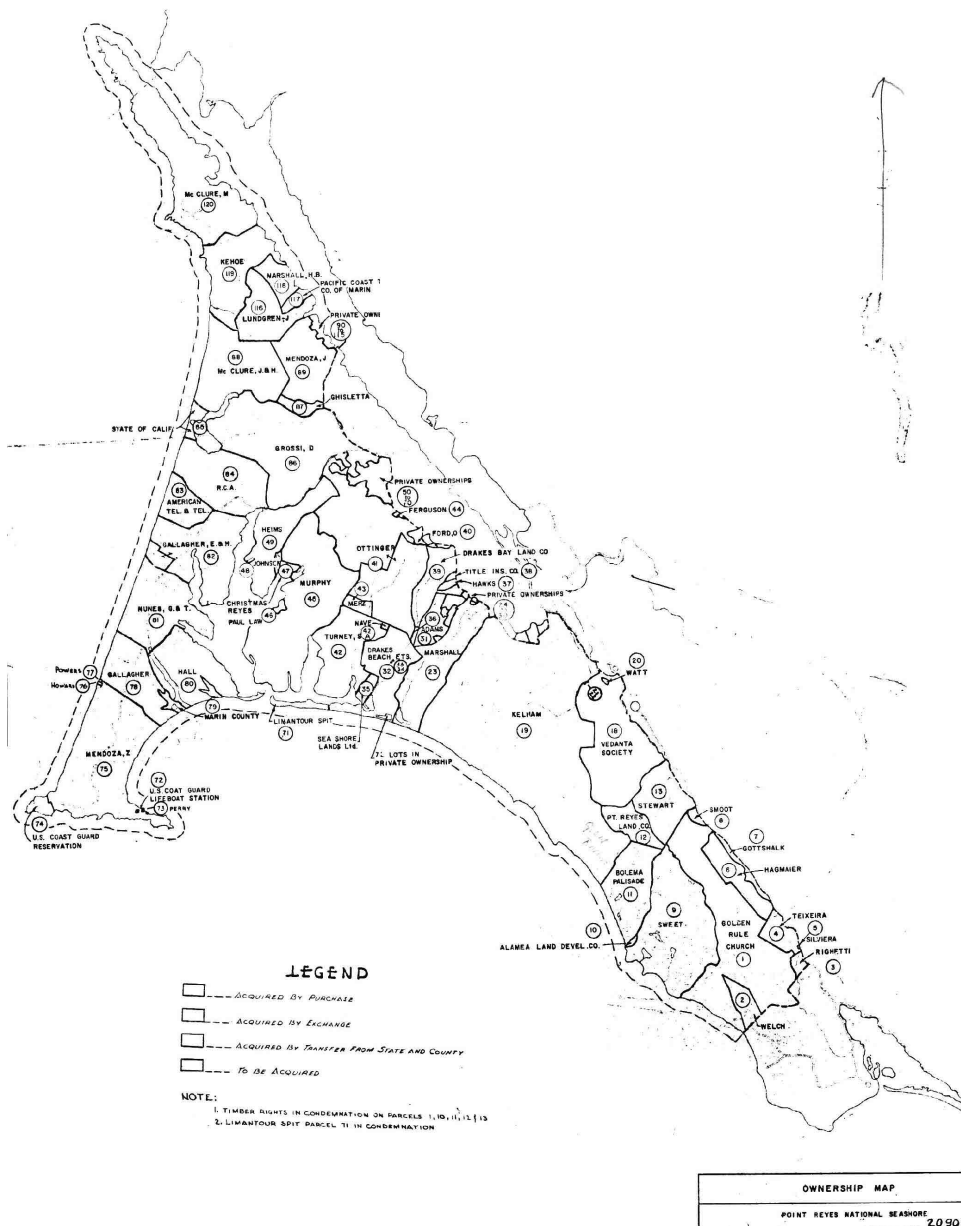
As you will note, Alien Water Right docket 5 is not included. It should be completed within the next 30 days.


Manuel Morris

Enclosures

cc:
Superintendent, Point Reyes w/dockets
Regional Director WR, w/o encls.

Maps and Miscellaneous Information



Docket Information

Number of Documents in Docket 32

Documents Dated from 8/27/1912 to 12/15/1966

Docket Compiled: 6/9/2011