



WATER-RIGHT DOCKET

Point Reyes National Seashore

Docket No: 11

SPRINGS AND SEEPS UNNAMED STREAM LICENSE #009630 APPL #A021954

Preliminary Docket Information

00-00-0000: water right/source docket information: application a021954; permit 014727; license 9630

Application : A021954
Permit : 014727 **Issued on** May 5, 1965
License : 009630 **Issued on** March 17, 1971

Primary Owner : U S NATIONAL PARK SERVICE
Mail To Owner : U S NATIONAL PARK SERVICE
POINT REYES NATIONAL SEASHORE
Address : 1201 OAK RIDGE DRIVE STE 250, FORT COLLINS, CO 80525-5596

POD Information :
IN NW¼ of NE¼ of Section 30, T2N, R10W, MDB&M (Marin County)
Water to be diverted from Unnamed Stream
Tributary PACIFIC OCEAN

Amount :
Maximum Storage : 10 acrc-feet/ann

Purpose of Use : Stockwatering
Storage Season : November 1 to May 30

WATER RESOURCES/WATER RIGHT

DATE: August 18, 1975

WATER RIGHT/SOURCE DOCKET INFORMATION

REGION Western AREA Point Reyes National Seashore
 SITE Nunes Diversion (Unnamed stream)
 STATE California COUNTY Marin DOCKET NO WR #11
 LOCATION S 462 feet W 1848 feet from NE Corner of Proj. Sec. 30, T2N R10W (W/in NW $\frac{1}{4}$ NE $\frac{1}{4}$ S. 30)
 REGIONAL BASIN _____ LOCAL BASIN _____
 ACQUIRED BY Purchase
 APPLICATION 21954 PERMIT 14727 CERTIFICATE 9630
 ACTION DUE _____ PRIORITY _____ RESERVATION _____
 QUANTITY 10 Acre-feet per annum USE Stockwatering
 STATUS _____ SOURCE Springs and seeps

REMARKS See Trip Report of 8/19/1975 and map attached.

NARRATIVE:

On June 22, 1971, George Nunes conveyed a tract of land he owned to the U.S. located near the point of Point Reyes. This tract (No. 05-114) contained 771 acres and Mr. Nunes reserved a term for years for a 20 year period (i.e., he retained possession of the tract for 20 years). The land contains several small springs and an unnamed stream. Mr. Nunes applied to the state of California for a permit to construct a reservoir to divert the flow of the stream. Upon completion of his reservoir he received a license (License No. 9630) from the State of California.

On July 8, 1975, Mike Ackerman of Water Resources made a field investigation of the area. The diversion lies about midway down a small canyon lying to the south of the Nunes residence. The hill along the southern edge of the canyon has a number of springs and seeps which provide an almost constant supply to the stream which feeds the reservoir. Mr. Nunes constructed a spring box and pump house over one of the springs. This provides his domestic supply. The overflow from the spring box also feeds the stream. He constructed his reservoir to provide a water supply for his dairying operations.

See Roy Brook of park reports same usage
W. Werrell Jan 30, 80

Compiled by M. AckermanApproved by W. WerrellPage 1 of 1

State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000 SACRAMENTO, CA 95812-2000
901 P STREET, SACRAMENTO, CA
(916) 657-1364 FAX: (916) 657-1485



REPORT OF LICENSEE FOR 1994, 1995, 1996

OWNER OF RECORD: POINT REYES NATIONAL SEASHORE

APPLICATION: A021954

POINT REYES NATIONAL SEASHORE

LICENSE: 009630

POINT REYES, CA 94956

TELEPHONE NUMBER:
(415) 663-8522

IF OWNER'S NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE:

COUNTY:

UNST

MARIN

PURPOSE:

DIVERSION/STORAGE SEASON:

ACRES/HP:

STOCKWATERING

/ NOV 01 TO MAY 30

0 AC

AMOUNT: 0

10 AC-FT

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT! EVERY license is subject to the conditions therein. I have currently reviewed my license: YES ☒ NO ☐. I am complying with the conditions of my license: YES ☒ NO ☐. Identify any noncompliance by license term number under "Remarks" on reverse side. This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully and returned promptly to the above-listed address.

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE: YES ☐.

COMPLETE FOR DIRECT DIVERSION PROJECTS

- Have you used the full licensed amount of water each year? YES ☐ NO ☐.
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1994	X	X	X	X	X	X	X	X	X	X	X	X	10 AC FT
1995	X	X	X	X	X	X	X	X	X	X	X	X	" " "
1996	X	X	X	X	X	X	X	X	X	X	X	X	" " "

COMPLETE FOR STORAGE PROJECTS

- Did your reservoir spill this year?
- If not, how many feet below spillway vertically was the water level at maximum storage?
- Have you emptied the reservoir?
- How many feet below spillway vertically was it drawn down at end of season?

	1994	1995	1996
3. Did your reservoir spill this year?	YES	YES	YES
4. If not, how many feet below spillway vertically was the water level at maximum storage?			
5. Have you emptied the reservoir?	NO	NO	NO
6. How many feet below spillway vertically was it drawn down at end of season?			

(Continues on reverse side)

USE (COMPLETE FOR ALL PROJECTS)

(see page 1 for year of use)

7. Acreage irrigated.....			
8. Stockwatering - number of stock.....	350	350	350
9. Domestic - number of persons.....	15	15	15
garden area, etc.....			
10. Recreational - nature of use.....			
11. Industrial - nature of use.....			
12. Municipal - approximate population.....			
13. Power generation - K.W.....			
14. Other.....			

15. If no water was used in one or more years, briefly state the reason under "Remarks".

16. If the location of the point of diversion or place of use or type of use(s) has been changed and the permission of this Board has not yet been obtained, please describe nature of changes under "Remarks".

PLEASE ANSWER ONLY THOSE QUESTIONS BELOW WHICH ARE APPLICABLE TO YOUR PROJECT.**CONSERVATION OF WATER**

17. Describe any water conservation efforts you may have started: _____

18. If credit toward beneficial use of water under this license for water not used due to a conservation effort is claimed under Section 1011 of the Water Code, please show the amounts of water conserved:

19____ (af/mg) 19____ (af/mg) 19____ (af/mg)

WATER QUALITY AND WASTEWATER RECLAMATION

19. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES [] NO [].

20. If credit toward use under this license through substitution of reclaimed water, desalinated water or polluted water in lieu of appropriated water is claimed under Section 1010 of the Water Code, please show amounts of reduced diversion and amounts of reclaimed water used: 19____ (af/mg) 19____ (af/mg) 19____ (af/mg)

CONJUNCTIVE USE OF SURFACE WATER AND GROUNDWATER

21. Are you now using groundwater in lieu of surface water? YES [] NO []

22. If credit toward use under this license through substitution of groundwater in lieu of appropriated water is claimed under Section 1011.5 of the Water Code, please show the amounts of groundwater used:

19____ (af/mg) 19____ (af/mg) 19____ (af/mg)

REMARKS: (Identify the item you are explaining. Additional pages may be attached.)

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief:

Date:_____ Sign Here:_____

LICENSEE (OR AGENT OR DESIGNEE)

REPORT OF LICENSEE - PAGE 2

1005

FOR0135R5

State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. BOX 2000 SACRAMENTO, CA 95810
901 P STREET SACRAMENTO, CA
(916) 324-5626

REPORT OF LICENSEE FOR

1983, 1984, 1985

OWNER OF RECORD:

APPLICATION: A021954

POINT REYES NATIONAL SEASHORE
U S NATIONAL PARK SERVICE, WESTERN REGIO
DIVISION OF WATER RESOURCES
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIF 94102

LICENSE: 009630

TELEPHONE NUMBER:
(415) 556 - 8660

IF OWNER'S NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE:

COUNTY:

UNNAMED STREAM

MARIN

PURPOSE:

DIVERSION/STORAGE SEASON:

ACRES/HP:

STOCKWATERING

// NOV 01 TO MAY 30

.0 AC

AMOUNT: 0.000

10.0 AC-FT

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT! EVERY license is subject to the conditions therein. I have currently reviewed my license: YES [X]. NO []. I am complying with the conditions of my license: YES [X] NO []. Identify any noncompliance by license term number under "Remarks" on reverse side. This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully and returned promptly to the above-listed address.

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE: YES [] NO [X]

COMPLETE FOR DIRECT DIVERSION PROJECTS

- Have you used the full licensed amount of water each year? YES [] NO [].
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1983	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft
1984	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft
1985	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft

COMPLETE FOR STORAGE PROJECTS

	1983	1984	1985
3. Did your reservoir spill this year?	yes	yes	yes
4. If not, how many feet below spillway vertically was the water level at maximum storage?			
5. Have you emptied the reservoir?	no	no	no
6. How many feet below spillway vertically was it drawn down at end of season?			

USE (COMPLETE FOR ALL PROJECTS)

	1983	1984	1985
7. Crops grown			
8. Stockwatering - number of stock	300	300	300
kind of stock	dairy cattle	dairy cattle	dairy cattle
9. Domestic - number of persons			
garden area, etc.			
10. Recreational - nature of use			
11. Industrial - nature of use			
12. Municipal - approximate population			
13. Power generation - K.W.			
14. Other			

- If no water was used in one or more years, briefly state the reason on the reverse side under "Remarks".
- If either the location of the point of diversion or place of use has been changed and the permission of this Board has not yet been obtained, please describe nature of change on the reverse side under "Remarks".

REPORT OF LICENSEE FOR

— PAGE 2

NOTE: The following questions relate to the Board's continuing responsibility to insure that appropriated water is best developed, conserved, and utilized in the public interest as required by the Water Code. Please answer those questions which are applicable to your project.

CONSERVATION OF WATER (WATER PURVEYORS)

17. What measures are you using or planning to reduce water losses in conveyance systems? (1) Seepage or leak detection program []; (2) Lining canals []; (3) Phreatophyte and aquatic vegetation control []; (4) Other (describe in "Remarks") [].
18. What measures are used to encourage consumers to conserve water in agricultural use? (1) Program to encourage more efficient irrigation systems (sprinkler, drip, etc.) where applicable []; (2) Return flow systems on individual farms []; (3) Return flow system areawide []; (4) Water pricing to encourage reduced use []; (5) Charges for drainage of irrigated lands []; (6) Other (describe in "Remarks") [].
19. What measures are used to encourage consumers to conserve water in non-agricultural use? (1) Program to encourage control wasteful use []; (2) Public education program on water conservation []; (3) Pricing to encourage reduced use []; (4) Assistance to industry in design of recycle systems []; (5) Other (describe in "Remarks") [].
20. What records are maintained on water use and conservation? (1) Loss rate from conveyance system []; (2) Water use for major crops by each farm []; (3) Other (describe in "Remarks") [].

CONSERVATION OF WATER (WATER USERS)

21. Describe any water conservation efforts you may have started: _____
22. If credit toward beneficial use of water under this license for water not used due to a conservation effort is claimed under Water Code Section 1011, please show the amounts of water conserved (acre feet or mg.):
1978 _____ 1979 _____ 1980 _____

WATER QUALITY AND WASTEWATER RECLAMATION

23. Describe methods you are using to minimize erosion and to prevent the entry of silt into surface waters: _____
24. After use, the water is (1) retained in reservoir []; (2) discharged into a stream or lake []; (3) discharged into settling ponds []; (4) Other []. Describe: _____
25. Does or will water being discharged contain waste materials? YES [] NO [].
(1) Domestic []; (2) Municipal []; (3) Industrial []; (4) Agricultural []; (5) Other []. Describe: _____
26. Does or will water being discharged contain any specific material which is deleterious to fish and wildlife or which would impair the water for beneficial uses? YES [] NO []. Describe: _____

TO THE EXTENT THE FOLLOWING QUESTIONS APPLY TO YOUR LICENSE, PLEASE ANSWER IN REMARKS SECTION BELOW.

27. Are you now or have you been using reclaimed water from a wastewater treatment facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES [] NO [].
If credit toward use under this water right through substitution of reclaimed or polluted water in lieu of appropriated water is claimed under Section 1010 of the Water Code, please show amounts of reduced diversion and amounts of reclaimed water used.
28. Are you now or have you been reclaiming or reusing any of the water appropriated under this right? YES [] NO [].
If yes, please describe. _____
29. What is present availability or current potential for using reclaimed water from a wastewater treatment plant or polluted water in place of the appropriated water to satisfy all or part of your water needs?
30. What is the current potential for reusing the appropriated water to satisfy part of your water needs?
31. If you produce reclaimed water, or polluted water, is there a potential for others to use it?

REMARKS: (Identify the item you are explaining. Additional pages may be attached.)

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

Date: 1/10/86 Sign Here: (Sgd) Gerard S. Witucki
 LICENSEE _____ AGENT OR DESIGNEE _____

State Water Resources Control Board
DIVISION OF WATER RIGHTS
77 Cadillac Drive, Sacramento, CA 95825
(916) 920-6151

REPORT OF LICENSEE FOR

1980, 1981, 1982

OWNER OF RECORD:

APPLICATION: A021954

POINT REYES NATIONAL SEASHORE
U S NATIONAL PARK SERVICE, WESTERN REGIO
DIVISION OF WATER RESOURCES
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIF 94102

LICENSE: 009630

TELEPHONE NUMBER:
() -

IF OWNER'S NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE:

Declaration: The United States gives this
notification to the State in the interest
of comity, and does not concede that the
State has power to regulate the rights of
the United States to the use of water.

COUNTY:

UNNAMED STREAM

MARIN

PURPOSE:

DIVERSION/STORAGE SEASON:

ACRES/HP:

STOCKWATERING

// NOV 01 TO MAY 30 10.0 AC

AMOUNT: 0.000

10.0 AC-FT

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE.

IMPORTANT! EVERY license is subject to the conditions therein. I have currently reviewed my license: YES ☒ NO ☐. I am complying with the conditions of my license: YES ☒ NO ☐. Identify any noncompliance by license term number under "Remarks" on reverse side. This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully and returned promptly to the above-listed address.

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE: YES ☐ NO ☒

COMPLETE FOR DIRECT DIVERSION PROJECTS

1. Have you used the full licensed amount of water each year? YES ☒ NO ☐.
2. State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1980	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft
1981	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft
1982	x	x	x	x	x	x	x	x	x	x	x	x	10 ac-ft

COMPLETE FOR STORAGE PROJECTS

	1980	1981	1982
3. Did your reservoir spill this year?	yes	yes	yes
4. If not, how many feet below spillway vertically was the water level at maximum storage?			
5. Have you emptied the reservoir?	No	No	No
6. How many feet below spillway vertically was it drawn down at end of season?			
USE (COMPLETE FOR ALL PROJECTS)			
7. Acreage irrigated			
Crops grown			
8. Stockwatering — number of stock	300	300	300
kind of stock	dairy cattle	dairy cattle	dairy cattle
9. Domestic — number of persons			
garden area, etc.			
10. Recreational — nature of use			
11. Industrial — nature of use			
12. Municipal — approximate population			
13. Power generation — K.W.			
14. Other			

15. If no water was used in one or more years, briefly state the reason on the reverse side under "Remarks".
16. If either the location of the point of diversion or place of use has been changed and the permission of this Board has not yet been obtained, please describe nature of change on the reverse side under "Remarks".

REPORT OF LICENSEE FOR

- PAGE 2

NOTE: The following questions relate to the Board's continuing responsibility to insure that appropriated water is best developed, conserved, and utilized in the public interest as required by the Water Code. Please answer those questions which are applicable to your project.

CONSERVATION OF WATER (WATER PURVEYORS)

17. What measures are you using or planning to reduce water losses in conveyance systems? (1) Seepage or leak detection program ☐; (2) Lining canals ☐; (3) Phreatophyte and aquatic vegetation control ☐; (4) Other (describe in "Remarks") ☐.
18. What measures are used to encourage consumers to conserve water in agricultural use? (1) Program to encourage more efficient irrigation systems (sprinkler, drip, etc.) where applicable ☐; (2) Return flow systems on individual farms ☐; (3) Return flow system areawide ☐; (4) Water pricing to encourage reduced use ☐; (5) Charges for drainage of irrigated lands ☐; (6) Other (describe in "Remarks") ☐.
19. What measures are used to encourage municipal and industrial consumers to conserve water? (1) Regulations to control wasteful use ☐; (2) Public education program on water conservation ☐; (3) Pricing to encourage reduced use ☐; (4) Assistance to industry in design of recycle systems ☐; (5) Other (describe in "Remarks") ☐.
20. What records are maintained on water use and conservation? (1) Loss rate from conveyance system ☐; (2) Water use for major crops by each farm ☐; (3) Other (describe in "Remarks") ☐.

CONSERVATION OF WATER (WATER USERS)

21. Describe any water conservation efforts you may have started: _____
22. If credit toward beneficial use of water under this license for water not used due to a conservation effort is claimed under Water Code Section 1011, please show the amounts of water conserved (acre feet or mg.):
19 _____ 19 _____ 19 _____

WATER QUALITY AND WASTEWATER RECLAMATION

23. Describe methods you are using to minimize erosion and to prevent the entry of silt into surface waters: _____
24. After use, the water is (1) retained in reservoir ☐; (2) discharged into a stream or lake ☐; (3) discharged into settling ponds ☐; (4) Other ☐. Describe: _____
25. Does or will water being discharged contain waste materials? YES ☐ NO ☐.
(1) Domestic ☐; (2) Municipal ☐; (3) Industrial ☐; (4) Agricultural ☐; (5) Other ☐. Describe: _____
26. Does or will water being discharged contain any specific material which is deleterious to fish and wildlife or which would impair the water for beneficial uses? YES ☐ NO ☐. Describe: _____

TO THE EXTENT THE FOLLOWING QUESTIONS APPLY TO YOUR LICENSE, PLEASE ANSWER IN REMARKS SECTION BELOW.

27. Are you now or have you been using reclaimed water from a wastewater treatment facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES ☐ NO ☐.
- If credit toward use under this water right through substitution of reclaimed or polluted water in lieu of appropriated water is claimed under Section 1010 of the Water Code, please show amounts of reduced diversion and amounts of reclaimed water used.
28. Are you now or have you been reclaiming or reusing any of the water appropriated under this right? YES ☐ NO ☐.
- If yes, please describe. _____
29. What is present availability or current potential for using reclaimed water from a wastewater treatment plant or polluted water in place of the appropriated water to satisfy all or part of your water needs?
30. What is the current potential for reusing the appropriated water to satisfy part of your water needs?
31. If you produce reclaimed water, or polluted water, is there a potential for others to use it?

REMARKS: (Identify the item you are explaining. Additional pages may be attached.)

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

Gerard Witucki, Chief, Div. of Water Resources, NPS/WRO
(LICENSEE OR AGENT OR DESIGNEE)

State Water Resources Control Board
DIVISION OF WATER RIGHTS
77 Cadillac Drive, Sacramento, CA 95823
(916) 920-6151

REPORT OF LICENSEE FOR 1977, 1978, 1979

OWNER OF RECORD: APPLICATION: 21954
POINT REYES NATIONAL SEASHORE
U S NATIONAL PARK SERVICE, WESTERN REGION, DIVISION OF WATER RESOURCES,
450 GOLDEN GATE AVENUE, BOX 36063,
SAN FRANCISCO, CALIF 94102

(415) 556-8660
Area Code and Telephone Number

If the owner's name or address shown above is wrong, please correct.

SOURCE: UNNAMED STREAM

COUNTY: MARIN

AMOUNT: 10 AC-FT/ANN

PURPOSE: STOCKWATERING

LICENSE: 9630

Declaration: The United States gives this notification to the State in the interest of comity, and does not concede that the State has power to regulate the rights of the United States to the use of water.

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT! EVERY license is subject to the conditions therein. I have currently-reviewed my license: YES ☒ NO ☐ . I am complying with the conditions of my license: YES ☒ NO ☐ . Identify any noncompliance by license term number under "Remarks" on reverse side. This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully, and returned promptly to the above-listed address. Do you need a copy of your license: YES ☐ NO ☒ .

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE: YES ☐ NO ☐ .

COMPLETE FOR DIRECT DIVERSION PROJECTS

- Have you used the full licensed amount of water each year? YES ☒ NO ☐ .
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1977	X	X	X	X	X	X	X	X	X	X	X	X	10 Ac-ft
1978	X	X	X	X	X	X	X	X	X	X	X	X	10 Ac-ft
1979	X	X	X	X	X	X	X	X	X	X	X	X	10 Ac-ft

COMPLETE FOR STORAGE PROJECTS

	1977	1978	1979
3. Did your reservoir spill this year?			
4. If not, how many feet below spillway vertically was the water level at maximum storage?			
5. Have you emptied the reservoir?			
6. How many feet below spillway vertically was it drawn down at end of season?			
USE (COMPLETE FOR ALL PROJECTS)			
7. Acreage irrigated			
Crops grown			
8. Stockwatering — number of stock	300 head	300 head	300 head
kind of stock	Dairy Cattle	Dairy Cattle	Dairy Cattle
9. Domestic — number of persons			
garden area, etc.			
10. Recreational — nature of use			
11. Industrial — nature of use			
12. Municipal — approximate population			
13. Power generation — K.W.			
14. Other Also to wash down the barn			

- If no water was used in one or more years, briefly state the reason on the reverse side under "Remarks".
- If either the location of the point of diversion or place of use has been changed and the permission of this Board has not yet been obtained, please describe nature of change on the reverse side under "Remarks".

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

Date: January 8, 1980 Sign Here: (Sgd) Gerard S. Witucki Chief, Water Resources, NPS, Western Reg.
LICENSEE (OR AGENT OR DESIGNEE)

Per 6/26/77

State Water Resources Control Board
DIVISION OF WATER RIGHTS
2125 - 19th Street, Sacramento, California 95818

REPORT OF LICENSEE FOR 1974, 1975, 1976

OWNER OF RECORD:

APPLICATION 21954

POINT REYES NATIONAL SEASHORE
U S NATIONAL PARK SERVICE, WESTERN REGION, DIVISION OF WATER RESOURCES,
450 GOLDEN GATE AVENUE, BOX 36063, (415)- 556-8660
SAN FRANCISCO, CALIF 94102 Telephone Number and Area Code

If the information shown above is wrong, please correct

SOURCE: UNNAMED STREAM

COUNTY: MARIN

Designation: The United States gives this
state in the interest
that the
the rights of
the United States to the use of water.

AMOUNT: 10 AC-FT/ANN
PURPOSE: STOCKWATERING

LICENSE 9630

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT! EVERY license is subject to the conditions therein. I have currently reviewed my license: YES ☒ NO ☐.
I am complying with the conditions of my license: YES ☒ NO ☐. Identify any non-compliance by license term number under
"remarks" on reverse side. This report is important in providing the record of use needed in maintaining your water right.
It should be filled out carefully and returned promptly to the

STATE WATER RESOURCES CONTROL BOARD, DIVISION OF WATER RIGHTS
2125 Nineteenth Street, Sacramento, California 95818

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE. ☐ YES ☒ NO

DIRECT DIVERSION PROJECTS

- Have you used the full licensed amount of water each year? ☒ Yes ☐ No
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1974	x	x	x	x	x	x	x	x	x	x	x	x	10 Ac-ft
1975	x	x	x	x	x	x	x	x	x	x	x	x	10 Ac-ft
1976	x	x	x	x	x	x	x	x	x	x	x	x	10 Ac-ft

STORAGE PROJECTS

	1974	1975	1976
3. Did your reservoir spill this year? . . .			
4. How many feet below spillway vertically was the water level at maximum storage? . . .			
5. Have you emptied the reservoir? . . .			
6. How many feet below spillway vertically was it drawn down at end of season? . . .			

USE

7. Acreage irrigated			
Crops grown:			
8. Stockwatering - head	300	300	300
Kind	dairy cattle	dairy cattle	dairy cattle
9. Domestic - number of persons			
Garden area, etc.			
10. Recreational - nature of use			
11. Industrial - nature of use			
12. Municipal - approximate population			
13. Power generation - K.W.			
14. Other			
15. If no water was used in one or more years, briefly state the reason on the reverse side under "Remarks".			
16. If either the location of the point of diversion or place of use has changed and the permission of this Board has not yet been obtained, please describe nature of change on the reverse side under "Remarks".			

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

Date: Sept 19, 1977

Sign Here:

(Sgd) Gerard S. Witucki

LICENSEE

SWRCB-17 (7-76)

1976 Gerard S. Witucki
Div. of Water Resources

(PORT CONTINUES ON REVERSE SIDE)

NOTE: The following questions relate to the Board's continuing responsibility to ensure that appropriated water is best developed, conserved, and utilized in the public interest as required by the Water Code. Please answer only those questions which are applicable to your project.

CONSERVATION OF WATER

17. What measures are you using or planning to reduce water losses in conveyance systems? (1) Seepage or leak detection program ☐; (2) Lining canals ☐; (3) Phreatophyte and aquatic vegetation control ☐; (4) Other (describe in remarks) ☐.
18. What measures are used to encourage consumers to conserve water in agricultural use? (1) Program to encourage more efficient irrigation systems (sprinkler, drip, etc.), where applicable ☐; (2) Return flow systems on individual farms ☐; (3) Return flow system areawide ☐; (4) Water pricing to encourage reduced use ☐; (5) Charges for drainage of irrigated lands ☐; (6) Other (describe in remarks) ☐.
19. What measures are used to encourage municipal and industrial consumers to conserve water? (1) Regulations to control wasteful use ☐; (2) Public education program on water conservation ☐; (3) Pricing to encourage reduced use ☐; (4) Assistance to industry in design of recycle systems ☐; (5) Other (describe in remarks) ☐.
20. What records are maintained on water use and conservation? (1) Loss rate from conveyance system ☐; (2) Water use for major crops by each farm ☐; (3) Other (describe in remarks) ☐.

WATER QUALITY AND WASTEWATER RECLAMATION

21. Describe methods you are using to minimize erosion and to prevent the entry of silt into surface waters:

22. After use, the water is (1) retained in reservoir ☐; (2) discharged into a stream or lake ☐; (3) discharged into settling ponds ☐; (4) Other ☐. Describe: _____
23. Does or will water being discharged contain waste materials? ☐ Yes ☐ No.
(1) Domestic ☐; (2) Municipal ☐; (3) Industrial ☐; (4) Agricultural ☐; (5) Other ☐. Describe: _____
24. Does or will water being discharged contain any specific material which is deleterious to fish and wildlife or which would impair the water for beneficial uses? ☐ Yes ☐ No. Describe: _____
25. Describe what steps you are, have been, or can take to reclaim or indirectly reuse the water sought being appropriated:

REMARKS

Please designate by number the question you are answering:

Information supplied by lessees of land.

(If additional space is needed for remarks, attach numbered sheets.)

STATE OF CALIFORNIA - THE RESOURCES AGENCY
STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS

REPORT OF LICENSEE FOR 1971, 1972, 1973

OWNER OF RECORD:

APPLICATION 21954

U S DEPT OF THE INTERIOR,
NATIONAL PARK SERVICE
450 GOLDEN GATE AVENUE, ROOM 14045
SAN FRANCISCO, CALIF 94102

Submitted
6/26/74

Telephone Number

If the information shown above is wrong, please correct

SOURCE: UNNAMED STREAM

AMOUNT: 10 AC-FT/ANN
PURPOSE: STOCKWATERING

LICENSE 9630

Declaration: The United States gives this notification to the State in the interest of comity, and does not concede that the State has power to regulate the rights of the United States to the use of water.

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT!

Every License is issued subject to the conditions therein expressed. I have currently reviewed and am complying with the conditions under which this License has been issued. ☒ Yes ☐ No
This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully and returned promptly to the State Water Resources Control Board, Division of Water Rights, Room 1015, Resources Building, 1416 Ninth Street, Sacramento, California 95814.

The project has been abandoned, and I request revocation of the License. ☐ Yes ☒ No**DIRECT DIVERSION**

- Have you used the full licensed amount of water each year? ☒ Yes ☐ No
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used.)

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1971	X	X	X	X	X	X	X	X	X	X	X	X	10 Ac-ft
1972	X	X	X	X	X	X	X	X	X	X	X	X	10 "
1973	X	X	X	X	X	X	X	X	X	X	X	X	10 "

STORAGE

	1971	1972	1973
3. Did your reservoir spill this year? . . .	Yes	Yes	Yes
4. How many feet below spillway vertically was the water level at maximum storage? . . .			
5. Have you emptied the reservoir? . . .	No	No	No
6. How many feet below spillway vertically was it drawn down at end of season? . . .			

USE

7. Acreage irrigated			
Crops grown:			
8. Stockwatering - head	300 dairy cattle	300	300
Kind	STOCKWATERING	STOCKWATERING	STOCKWATERING
9. Domestic - number of persons			
Garden area, etc.			
10. Recreational - nature of use			
11. Industrial - nature of use			
12. Municipal - approximate population			
13. Power generation - H.P.			
14. Other also to wash the barn			

- If no water was used in one or more years, briefly state the reason on the reverse side under "Remarks."
- If either the location of the point of diversion or place of use has changed and the permission of this Board has not yet been obtained, please describe nature of change on the reverse side under "Remarks."

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief.

Date: June 25, 1974

Sign Here:

GERARD S. WITUCKI, CHIEF, DIVISION
OF WATER RESOURCES, WESTERN REGION

1973

WRCB-17(9-73)

(Report continues on reverse side)

CONSERVATION OF WATER

- ## WATER QUALITY AND WASTEWATER RECLAMATION

- REMARKS

- (If additional space is needed for remarks, attach numbered sheets.)

After recording Deed, mail to:
Land Acquisition Office
Point Reyes National Seashore
910 "D" Street - P.O. Box 421
San Rafael, California 94901

91577

20659

Point Reyes National Seashore
Tract Nos. 05-109 and 05-114

GRANT DEED

JOSEPH H. MENDOZA, SR., a married man; JOSEPH H. MENDOZA, JR., a single man; SHARON M. TREMERI, a married woman, formerly known as SHARON M. BIANCHINI and JAMES MENDOZA, a married man, as owners of one-half interest, as their separate property; and THERESA M. BRAZIL, a married woman also known as TESSIE M. BRAZIL AND TESSIE M. NUNES; GEORGE E. NUNES, a married man and MARVIN L. NUNES, a married man, as owners of one-half interest, as their separate property, in consideration of NINE HUNDRED FORTY THREE THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS, to them in hand paid, receipt of which is hereby acknowledged; do hereby grant to the UNITED STATES OF AMERICA and its assigns, the following described property located in the County of Marin, State of California, to wit:

Tract 05-114PARCEL ONE

COMMENCING at a point on the Northwesterly shore line of Pt. Reyes Peninsula, said point being further described as bearing South 21°54' West 1687.0 feet, South 22°44' West 2444.2 feet, South 22°21' West 3401.10 feet from the Southwest corner of the United States Life Saving Station Reservation, the deed to which is recorded in the office of the Recorder of Marin County in Book 6 of Deeds at page 469, running thence along the subdividing line between Ranches A & B, South 53°18' East 34.0 feet, South 52°46' East 820.0 feet, South 46°26' East 1500.0 feet, South 51°12' East 900.0 feet, South 56°35' East 100.0 feet, South 58°59' East 900.0 feet, South 60°22' East 534.0 feet, South 61°16' East 280.0 feet, South 60°58' East 300.0 feet, South 56°42' East 800.0 feet, and South 75°17' East 1157.5 feet to Drakes Bay, thence along Drakes Bay, South 16°40' West 169.5 feet, South 12°33' West 501.5 feet, South 0°46' West 797.5 feet, South 30°24' East 220.8 feet, South 25°28' East 120.4 feet, South 07°26' East 565.1 feet, South 01°05' West 307.9 feet, South 73°42' East (called South 72°42' East in Mendoza Deed) 563.4 feet, South 64°09' East 747.8 feet, South 50°41' East 294.1 feet, South 82°58' East 189.3 feet, South 44°31' East 691.8 feet, South 67°23' East 840.0 feet, North 63°39' East 323.5 feet, South 59°15' East 277.0 feet, North 52°12' East 138.0 feet, South 65°44' East 650.0 feet, North 69°07' East 330.5 feet, North 83°12' East 71.0 feet, South 70°41' East 82.7 feet, South 05°27' East 194.3 feet, South 36°09' East 755.0 feet, South 20°34' East 464.0 feet, South 79°01' East 168.0 feet and South 13°16' East 44.0 feet to most Southeasterly point of Drakes Bay, thence along South coast line South 80°49' West 259.5 feet, South 89°56' West 224.5 feet, North 30°49' West 257.0 feet, South 89°30' West 360.0 feet, North 88°58' West 1273.3 feet, North 21°32' West 275.3 feet, North 12°15' East 230.4 feet, North 42°37' West 385.1 feet, North 84°48' West 812.0 feet, North 70°20' West 565.5 feet, North 81°45' West 277.2 feet, North 89°19' West 802.8 feet, North 83°26' West 279.2 feet, North 67°16' West 439.9 feet, North 82°50' West 311.1 feet, South 88°20' West 340.9 feet, North 63°48' West 272.3 feet, North 61°11' West 256.1 feet, North 43°27' West 654.8 feet, South 85°04' West 1373.6 feet, South 88°58' West 435.5 feet, North 83°02' West 138.8 feet, South 84°34' West 2034.0 feet, North 70°59' West 251.8 feet, North 20°36' West 168.3 feet, North 18°54' West 278.0 feet, North 75°50' West 440.7 feet, North 70°44' West 435.0 feet, South 89°13' West 1594.7 feet and South 45°04' West 340.7 feet to intersection of government Light House Reserve, thence along Government boundary North 02°03' East 146.0 feet, North 01°47' East 88.0 feet, North 01°45' East 184.9 feet, North 02°09' East 682.7 feet, North 01°45' East 150.2 feet, North 03°12' East 63.9 feet, to Northwesterly coast shore line of Pt. Reyes Peninsula, thence along said shore line North 34°21' East 1130.0 feet, North 23°30' East 405.2 feet and North 23°33' East 1120.2 feet to Pacific

Ocean, thence along West coast North 23°11' East 590.2 feet, North 24°35' East 280.3 feet, North 24°44' East 483.6 feet, North 22°37' East 671.6 feet, North 21°58' East 1224.6 feet, North 28°45' East 188.6 feet and North 18°24' East 314.7 feet to the point of beginning.

Aforesaid area has heretofore been known as Ranch "A" in the holdings of the Estate of Charles Webb Howard in and upon the tract of land known as "Point Reyes" same being a portion of the Rancho Punta de los Reyes Sobrante, the patent for which is recorded in Book "A" of Patents at page 50, in the office of the Recorder of Marin County, State of California.

EXCEPTING THEREFROM the following parcel of land:

BEGINNING at a three quarter inch iron pipe driven into the ground and marked with a brass tag stamped "LS 2535" from which the most Northerly corner of that certain parcel designated "site for dwellings" which was conveyed by E. S. Howard, et al, to the United States and is described in Book 151 of Deeds at page 282, bears North 61°49'15" West 427.64 feet and South 15°36' East 10.51 feet, and running thence South 25°54' West 46.25 feet and South 13°45'40" West, 67.84 feet to the Northerly side of a roadway easement of the uniform width of 20 feet, hereinafter reserved, and continuing South 13°45'40" West 180 feet to the most Westerly corner of the parcel of land herein described, thence parallel with the above mentioned road, South 77°16'45" East 157.91 feet and North 6°23'40" East 181.07 feet to the Northerly side of the above mentioned roadway easement and continuing North 6°23'40" East 127 feet, more or less, to the line of ordinary high tide on the shore of Drakes Bay and the boundary of Rancho Punta de los Reyes Sobrante, thence Westerly along said boundary line to a point which bears North 45°51'45" East from the point of beginning, thence South 45°51'45" West 46 feet more or less to the point of beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to the United States of America by Deed recorded May 5, 1913 in Book 151 of Deeds at page 282.

ALSO EXCEPTING THEREFROM that portion conveyed to The Pacific Telephone and Telegraph Company, a corporation, by Deed recorded May 28, 1964 in Book 1818 of Official Records at page 475, as follows:

PARCEL ONE: Beginning at a 2 inch ironpipe set at a point distant South 88°37'02" West 1838.76 feet from United States Coast and Geodetic Survey Monument "Cabesa" (Note: for the purpose of this description the bearing from said Monument "Cabesa" to United States Coast and Geodetic Survey Monument "Head 3" is taken to be North 88°50'13" West and all bearings mentioned herein are related thereto); running thence from said point of beginning North 64°07'24" West, 250.00 feet, South 25°52'36" West 250.00 feet, South 64°07'24" East, 250.00 feet, and thence North 25°52'36" East 250.00 feet to the point of beginning.

PARCEL TWO: Beginning at a point distant North 57°49'30" East 788.56 feet and thence South 75°59'58" West 93.74 feet from United States Coast and Geodetic Survey Monument "Head 3" (Note: for the purpose of this description the bearing from said Monument "Head 3" to United States Coast and Geodetic Survey Monument "Cabesa" is taken to be South 88°50'13" East, and all bearings mentioned herein are related thereto) running thence from said point of beginning South 80°56'34" West 140.00 feet (approximately parallel to and two feet Southerly of the Southerly boundary of the existing U. S. Coast Guard telephone pole line); thence South 61°39'34" West 157.81 feet to a 2 by 2 inch wood stake established by the U. S. Coast Guard as a boundary mark; thence

South 00°49'24" West 196.28 feet along said boundary to a U.S. Coast Guard 2 by 2 inch wood stake, last said stake is 235.06 feet distant Northerly along last said boundary line from a granite boundary monument thereon set by the U.S. Government; thence leaving said boundary North 69°28'16" East 329.22 feet, thence North 09°03'26" West 180.00 feet to the point of beginning.

PARCEL TWO

An easement for roadway purposes, 20 feet in width, lying Southerly of and adjacent to the following described line:

BEGINNING at a point on the Westerly line of the parcel of land conveyed to Stanley Perry, et ux, by Deed recorded January 4, 1961 in Book 1426 of Official Records at page 251, which point is distant North 13°45'40" East 180 feet from the Southwest corner thereof; and running thence from said point of beginning, South 77°16'45" East 134.71 feet to a point in the Easterly line of the above referred to parcel.

The Grantors also quitclaim and convey to the Grantee herein all right, title and interest which the Grantors named herein may have acquired in and to the property, known as the United States Coast Guard Life Saving Station and described in the Deed from Claribel Berckemeyer, et al, to the United States of America, recorded August 12, 1969 in Book 2319, page 8, of Official Records, Marin County, California.

Tract No. 05-109

BEGINNING at a point at low water mark 550 feet South from a fence extended West to low water mark which divides the lands rented by Antoine Reinhold from that rented by Peter Reinhold, thence running East 600 feet; thence South 250 feet; thence West 600 feet; thence North by low water mark to the place of beginning. All bearings being magnetic, be the contents what they may.

EXCEPTING THEREFROM that portion lying below the line of ordinary high tide.

* TOGETHER WITH the Grantors' right, title and interest in and to *
water rights appurtenant to this property. (Tracts 05-109, 05-114)

20 year term for years { RESERVING to the Grantors, their heirs, executors, administrators and assigns, possession and use of 771.00 acres, more or less, of the above described property together with the buildings and improvements thereon in accordance with the terms and conditions of the contract dated March 5, 1971 and assigned Contract Number 14-10-9-900-352 on file with the National Park Service, Department of the Interior.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, canals, reservations contained in patents issued by the United States and the following encumbrances:

- water right* {
- A. Right of way as contained in the Deed from Joseph V. Mendoza, et ux, to Joseph W. Tuttle, Agnes C. Tuttle, his wife, as Joint Tenants, as to an undivided 1/2; J. E. Faltings and Lynne E. Faltings, his wife, as Joint Tenants, as to an undivided 1/2, recorded May 6, 1948 in Book 583 of Official Records at page 268.
 - B. An easement for ingress and egress as granted to Stanley Perry, et ux, by Deed recorded January 4, 1961 in Book 1426 of Official Records at page 251.

- C. An unrecorded lease of real property between Zena Mendoza Cabral and the UNITED STATES OF AMERICA (U.S. Navy) dated October 30, 1961 as to a portion of Tract No. 05-109.

The land hereinabove described contains 1084.48 acres, more or less.

TOGETHER WITH 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.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

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

And said Grantors for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the UNITED STATES OF AMERICA that they are now seized in fee simple of the property hereby granted; that the said UNITED STATES OF AMERICA shall enjoy the same without any lawful disturbances; that title to the property hereby conveyed is free from any encumbrances except as noted above.

The Grantors further remise, release and forever quit claim to the UNITED STATES OF AMERICA and its assigns, all right, title and interest which the Grantors may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this 22nd day of JUNE, 1971.

Theresa M. Brazil
Theresa M. Brazil
George E. Nunes
George E. Nunes
Marvin L. Nunes
Marvin L. Nunes

Joseph H. Mendoza Sr.
Joseph H. Mendoza, Sr.
Joseph H. Mendoza Jr.
Joseph H. Mendoza, Jr.
Sharon M. Bianchini
Sharon M. Tremere
Now Sharon M. Bianchini
James Mendoza
James Mendoza

County of MARIN
State of CALIFORNIA

On this 22nd day of JUNE, 1971 before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Theresa M. Brazil, George E. Nunes, Marvin L. Nunes, Joseph H. Mendoza Sr., Joseph H. Mendoza Jr., Sharon M. Tremere, and Sharon M. Bianchini known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he 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.

Bryan R. McCarthy
Notary Public in and for said County
of Marin, State of California
My commission expires Sept. 19, 1973

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BOOK 2474 PAGE 560

Land Acquisition Office
Point Reyes National Seashore
910 "D" Street - P.O. Box 421
San Rafael, California 94901

Point Reyes National Seashore
Tract Nos. 05-115 and 05-120

12913

GRANT DEED

JOSEPH H. MENDOZA, a married man, and THERESA MENDOZA BRAZIL, a married woman, formerly known as THERESA MENDOZA NUNES, as their separate property, in consideration of ONE MILLION FIFTY SEVEN THOUSAND SIX HUNDRED AND NO/100 (\$1,057,600.00) DOLLARS, to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to the UNITED STATES OF AMERICA and its assigns, the following described property located in the County of Marin, State of California, to wit:

COMMENCING at a point in the Northwesterly shore line of Point Reyes Peninsula, said point is further described as bearing North 21°54' East 555.1 feet, more or less, from the Northwest corner of the United States Life Saving Station Reservation, the deed to which is recorded in the office of the Recorder of Marin County in Book 6 of Deeds at page 469, thence from said point of commencement in a Southeasterly direction following the fence line mentioned in aforesaid deed and crossing aforesaid peninsula of Point Reyes the following courses and distances: South 55°19' East 143.0 feet, South 54°26' East 300.0 feet, South 53°26' East 3569.0 feet, South 55°03' East 720.0 feet, South 47°35' East 1178.0 feet, South 24°50' East 1100.0 feet, South 41°39' East 614.0 feet, South 55°38' East 334.0 feet, (called 354.0 feet in Surveyor's field book) South 50°58' East 960.0 feet and South 47°03' East 42.0 feet to the shore line of Drake's Bay, preceding courses being the line common to Ranches "B" and "C" as surveyed and subdivided by Edward G. Tilton, C.E. in the year 1879, at the request of Mr. Charles Webb Howard, thence along said shore line at average high tide the following courses and distances: South 47°16' West 380.90 feet, South 42°12' West 1130.70 feet, South 38°33' West 1104.30 feet, South 33°50' West 863.40 feet, South 33°48' West 491.10 feet, South 4°49' West 138.70 feet, South 35°26' West 590.60 feet, South 34°45' East 48.0 feet, South 31°14' West 191.10 feet, North 88°44' West 51.40 feet, South 29°53' West 377.80 feet, South 16°41' West 256.60 feet, South 20°59' West 817.30 feet, South 16°40' West 619.0 feet, to Northeast corner of Ranch "A", thence across Estate North 75°17' West 1157.5 feet, North 56°42' West 800.0 feet, North 60°58' West 300.0 feet, North 61°16' West 280.0 feet, North 60°22' West 534.0 feet, North 58°59' West 900.0 feet, North 56°35' West 100.0 feet, North 51°12' West 900.0 feet, North 46°26' West 1500.0 feet, North 52°46' West 820.0 feet, and North 53°18' West 34.0 feet to Pacific Ocean, thence along West coast North 22°21' East 3401.1 feet, North 22°44' East 2444.2 feet, and North 21°54' East 1687.0 feet, more or less, to the Southerly line of the United States Life Saving Station Reservation first herein mentioned, thence along Southerly line of said reservation "East" to the Southeast corner thereof, thence "North" 250.0 feet to the Northeast corner thereof, thence "West" 600.0 feet to Northwest corner thereof, thence North 21°54' East 555.1 feet, more or less, to the point of commencement, excepting from the foregoing such lands as have been granted and deeded to the United States Government, the deeds to which are recorded in the office of the Recorder of Marin County, California, in the following books of Deeds "G", page 518, Deeds "151", page 282, Book 6 of Deeds, page 469, foregoing description comprising an area of 1356.38 acres of land, more or less.

Aforesaid area has heretofore been known as Ranch "B", in the holdings of the Estate of Charles Webb Howard in and upon the tract of land known as "Point Reyes" same being a portion of the Rancho Punta de los Reyes Sobrante, the patent for which is recorded in Book "A" of Patents at page 50, in the office of the Recorder of Marin County, State of California.

EXCEPTING THEREFROM that portion described as follows:

COMMENCING on the Northwesterly shore line of Pt. Reyes Peninsula at the most Northerly corner of the parcel conveyed by John G. Rapp and Theresa Rapp, his wife, to Joseph V. Mendoza, by deed dated December 17

Page 1 of 3 pages

BOOK 2456 PAGE 531

1919 and recorded December 29, 1919 in Liber 208 of Deeds at page 409; running thence Southwesterly along said shore line 336 feet; thence leaving said line and running Southeasterly parallel with the Northeasterly line of said parcel so conveyed to Mendoza, 436.5 feet; thence Northeasterly in a straight line 336 feet, more or less, to a point in the Northeasterly line of said parcel so conveyed to Mendoza, distant thereon 500 feet Southeasterly from the point of commencement; thence Northwesterly along said Northeasterly line 500 feet to the point of commencement.

TOGETHER WITH the Grantors' right, title and interest in and to water rights appurtenant to this property.

RESERVING to the Grantors, their heirs, executors, administrators and assigns, possession of 1,242.00 acres, more or less, of the above described property together with the buildings and improvements thereon in accordance with the terms and conditions of the contract dated April 15, 1971 and assigned Contract Number 14-10-9-900-353 on file with the National Park Service, Department of the Interior.

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches, canals, reservations contained in patents issued by the United States and the following encumbrances:

- A. An unrecorded lease of real property between Zena Mendoza Cabral, deceased, and the United States of America (U.S. Navy) dated October 30, 1961.
- B. Right of way as contained in the Deed from Joseph V. Mendoza, et ux, to Joseph W. Tuttle, Agnes C. Tuttle, his wife, as Joint Tenants, as to an undivided 1/2; J. E. Faltings and Lynne E. Faltings, his wife, as Joint Tenants, as to an undivided 1/2, recorded May 6, 1948 in Book 583 of Official Records at page 268.

The land hereinabove described contains 1,352.94 acres, more or less.

TOGETHER WITH 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.

TOGETHER WITH the buildings and improvements thereon and all rights and appurtenances thereto.

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

And said Grantors for themselves and their heirs, executors, administrators and assigns, do hereby covenant with the UNITED STATES OF AMERICA that they are now seized in fee simple of the property hereby granted; that the said UNITED STATES OF AMERICA shall enjoy the same without any lawful disturbances; that title to the property hereby conveyed is free from any encumbrances except as noted above.

The Grantors further remise, release and forever quit claim to the UNITED STATES OF AMERICA and its assigns, all right, title and interest which the Grantors may have in the banks, beds, and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

The land is being acquired by the Department of the Interior, National Park Service.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand
this 28th day of April, 1971.

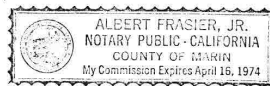
Joseph H. Mendoza
Joseph H. Mendoza

Theresa Mendoza Brazil aka
Theresa Mendoza Nunes

County of Marin
State of California

On this 28th day of April, 1971, before me Albert Frasier, Jr., a Notary Public in and for said
County and State, residing therein, duly commissioned and sworn,
personally appeared Joseph H. Mendoza and
Theresa Mendoza Brazil
known to me to be the persons whose names subscribed to the within
instrument and acknowledged to me that they 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.



Albert Frasier, Jr.
Notary Public in and for said County
of Marin, State of Calif
My commission expires _____

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

Page 3 of 3 pages

12913
BOOK 2456 PAGE 531
RECORDED AT REQUEST OF
MARIN TITLE GUARANTY CO.
AT 35 MIN. PAST 11 A.M.
APR 28 1971
Official Records of Marin County, CALIF.
N. J. Giacomini
FEE \$ 360 RECORDED
BOOK 2456 PAGE 533

B

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

05-115 and 05-120
Tract

Point Reyes
National Seashore

Joseph H. Mendoza and
Theresa Mendoza Brazil,
formerly Theresa Mendoza Nunes
Vendor

Contract No.

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 1382.94 acres, more or less, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

subject to existing recorded easements for public roads and highways, public utilities, railroads and pipelines, and reservations contained in patents issued by the United States, and **the right of way described in Exhibit "B" attached hereto and made a part hereof.**

Excepting and reserving only the following rights and interests in the above described property: **Use and occupancy as set forth in 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 One million fifty seven thousand six hundred dollars (\$1,057,600⁰⁰) payable on acceptance of this offer and approval of 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 such land.

(3) 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 Vendor ~~Guaranty Company, escrow agent for the Vendor with said Marin Title~~ Guaranty Company, 1300 Fourth Street, San Rafael, California.

(4) Nothing contained herein shall preclude the Vendor from being reimbursed or paid any amount of money which Vendor may be entitled to receive under the provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Public Law 91-646, January 2, 1971.

(5) 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.

EXHIBIT C

Reserving to the Vendor, his heirs, executors, administrators and assigns, the right to use and occupy 1242.00 acres of the above described property as delineated on the attached sketch together with the improvements situated thereon for the purpose of pasturing beef cattle, dairy cattle and/or operating a Grade A dairy and for residential purposes incident thereto for a period of twenty (20) years commencing upon conveyance of title to said property to the United States, subject to the following terms and conditions:

1. That the term "Director" as used herein means the Director of the National Park Service and includes the appropriate Regional Director or Superintendent as the representative of the Director. The term "Vendor" as used herein refers to the Vendor executing this offer, his heirs, executors, administrators and assigns.
2. That the Vendor has inspected and knows the condition of the reserved property and it is understood that the same is hereby reserved without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.
3. That all improvements used and occupied by the Vendor under this reservation shall at all times be protected and maintained in a safe, sanitary, and sightly condition by and at the expense of the Vendor so that the dairy meets the certification requirement of a Grade A dairy as established by the State of California (if being operated as a Grade A dairy). Maintenance to be accomplished during the period of this reservation includes but is not necessarily limited to the following:
 - (a) Barns, corrals, board fences, and other wooden outbuildings will be "whitewashed" yearly or painted periodically in order to present a neat and pleasing appearance as has been traditionally accomplished in the past.

(b) Residences will be painted periodically to maintain a neat and pleasing appearance as traditionally accomplished in the past.

(c) Fencing will be maintained and replaced as necessary to insure that the fence wire is adequately strung and unbroken and that the fence posts are in the proper upright positions to insure that livestock is properly confined at all times. Special attention will be given to the fencing adjacent to Sir Francis Drake Highway and/or Pierce Point Road, the yards and land surrounding the residences and dairy buildings and other fencing ordinarily within view of the public.

(d) That the dairy service roads will be maintained in a safe condition by and at the expense of the Vendor. No new roads or truck trails will be constructed or established by the Vendor without written permission of the Director or his representative.

(e) That existing water reservoirs will be maintained in an adequate condition to prevent washouts and erosion. No new reservoirs will be constructed or established without written permission of the Director or his representative.

4. That the furnishing of all utilities services (water, sewer, telephone, electricity, sanitation and garbage disposal) are the responsibility of the Vendor. Vendor will insure that all applicable federal, state and local pollution-control laws and regulations and U.S. Public Health Service standards are met and that all refuse, garbage, and trash are disposed in a proper location outside the boundaries of the National Seashore. The Vendor will discontinue use of and obliterate existing trash and garbage dumps on his premises. Diseased, injured, dying or dead animals shall be treated promptly, removed from the property or otherwise disposed of in a clean and sanitary manner.

5. That liquid manure will not be permitted to accumulate in corrals or buildings but shall be stored in waterproof holding tanks until spread as fertilizer or disposed outside the National Seashore boundary. Manure accumulating around outlying feed or watering stations will be periodically removed and stored, so that it will not contribute to stream pollution, until spread as fertilizer or disposed outside the National Seashore boundary.

6. That a Soil and Water Conservation Plan will be obtained through the Marin County Soil Conservation District and reviewed and approved by the U.S. Department of Agriculture Soil Conservation Service. The Vendor shall abide by recommendations in that plan. However, the proposed use of pesticides or chemicals for agricultural or dairying use must be submitted in writing to the Director or his representative in advance of the time proposed for use so that permission for their use can be obtained, if necessary, from higher authority.

7. That during the term of this reservation, the Vendor shall use said property for agricultural or grazing purposes and shall not plant, cultivate, or harvest crops on said property or alter the surface of any lands or fields on said premises except as may be reasonably necessary for the development of permanent pasture for use in the operation of a Grade A dairy on said premises, and this development must be with the written permission of the Director or his representative. The Vendor will at all times maintain the property immediately adjacent to the dairy buildings in good condition and free from weeds, brush, washes, and gullies detrimental to efficient dairying operations or to the value of such property and shall not commit or permit any unlawful acts, activities, or nuisances upon said property. He shall cut no timber, conduct no mining operations, or in any manner substantially change the contour or condition of the property hereby reserved, except changes required in carrying out soil and water conservation measures. Sand or gravel needed for dairy operations and erosion control may be removed from pits designated by the Director or his appropriate representative.

8. That the Vendor will maintain permanent residence on the property or will provide a responsible employee who will maintain such permanent residence. The Vendor will not employ nor retain in his service, nor permit to remain upon the premises any person found by the Director or his representative to be detrimental to the interest of the National Seashore. The Vendor will abide by the rules and regulations pertaining to National Recreation Areas as set forth in the Code of Federal Regulations, Title 36, Chapter 1, Parts 1 through 5 as amended. Wildlife shall be permitted to graze or browse unmolested.

9. That the Vendor shall not construct any permanent structure on the said premises and shall not construct any temporary structure or place any advertising or other sign thereon without the prior written consent of the Director of the National Park Service or his representative. All buildings or structures so permitted will be constructed in accordance with Marin County building and sanitary codes.

10. That the United States reserves all rights for water which may be developed or used in connection with this reservation. However, Vendor shall be permitted to maintain all present water supplies used in the present operations and the repair and replacement thereof so that sufficient water is available for Vendor for normal ranching operations.

11. That the Vendor and his employees shall take all reasonable precautions to prevent forest, brush, grass and structural fires and also shall assist the Director or his representative in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. That for such period as the Vendor is in possession of the reserved property pursuant to the provisions and conditions of this reservation, the Vendor shall procure and maintain at his cost a standard fire and extended coverage insurance policy or policies on the reserved property to the full insurable value thereof, and a personal liability policy of not less than \$100,000.00 for each incident. The Vendor shall procure such insurance from any responsible company or companies and provide the Superintendent with a copy or certificate of insurance. The policy or policies evidencing such insurance shall name the United States as co-insured and shall provide that in the event of loss thereunder the proceeds of the policy or policies shall be payable to the Vendor and the United States as their interests may appear to be used solely for the repair, restoration or replacement of the property damaged or destroyed to be paid to the Government. The repair, restoration or replacement shall commence immediately upon payment by the insurance company. While the intent of this reservation is to insure that ranching operations do continue for the full period of this reservation, nothing herein contained shall be construed as an obligation upon the Government to repair, restore or replace the reserved property, or any part thereof, except from the insurance funds as aforesaid.

13. That any property of the United States damaged or destroyed by the Vendor incident to his use and occupation of the premises shall be promptly repaired or replaced by the Vendor to the satisfaction of the said Director or his representative, or in lieu of such repair or replacement the Vendor shall, if so required by the said Director or his representative, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

14. That the Vendor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this reservation, may be taxed, assessed, or imposed upon the Vendor's interest in the leased premises.

15. That the United States or its contractors or any of their officers, agents, or employees shall not be responsible for any loss, expense, damages to property, or injuries to persons, which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Vendor, or for injuries to the person of the Vendor (if an individual), or for damages to the property or injuries to the person of the Vendor's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from activities of the United States or its contractors, and the Vendor shall hold the United States and its contractors, and any of their officers, agents, or employees, harmless from any and all such claims.

16. That upon the expiration of this reservation, the Vendor shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated herein, all structures and improvements placed on the premises by him during the period of the reservation and shall restore the site to its former condition under the direction of the Superintendent. If the Vendor fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the Vendor of liability for the cost of their removal and the restoration of the site unless with prior written consent of the Superintendent.

17. That, except as otherwise provided herein, any dispute concerning a question of fact arising under this reservation which is not disposed of by agreement shall be decided by the Director or his representative who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Vendor. The decision of the Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Vendor mails or otherwise furnishes to the Director a written appeal addressed to the Secretary of the Interior. The decision of the Secretary or his duly authorized

representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

18. That use by the Vendor of the land, buildings, and improvements reserved hereby is subject to the right of the Director or his representative to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing; provided that in exercising such right the United States will refrain from materially interfering or preventing use of the land by the Vendor for the purpose intended under this reservation.

The right is hereby reserved to the United States, its officers, agents and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interest of the United States, and the Vendor shall have no claim of any character on account thereof against the United States or any officer, agent or employee thereof.

19. That all notices to be given pursuant to this reservation, shall be addressed, if to the Vendor, to Point Reyes Station, Ca. 94956, if to the United States, to the Superintendent, Point Reyes National Seashore, Point Reyes,

California 94956, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the United States, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

20. If at any time the Vendor elects to dispose of the remainder of his reserved occupancy, the United States shall be afforded the right of first refusal to acquire the unused portion thereof. However, Vendor is granted the right to rent or lease all or part of the improvements and property subject to the terms and conditions of this reservation.

KABDES
KAB

LAND ACQUISITION OFFICE
POINT REYES NATIONAL SEASHORE
910 "D" Street - P.O. Box 421
San Rafael, California 94901

L1425
(WSC)LW
Tr. 05-114

January 22, 1971

No. 2 *Handwritten*

A. Paladini, Inc.
510 Clay Street

San Francisco, California 94111

ATTN: *Mr. Moffi*
Gentlemen:

94124

PH. 572-1422

285-3900

Mr. Moffi

The National Park Service is purchasing a tract of land from the heirs of Zena M. Marr, also known as Zena Mendoza, deceased, for the Point Reyes National Seashore.

Item No. 15, Schedule "B" of the enclosed policy, shows that there is an agreement between your company and the United States Coast Guard regarding the use of fresh water. The National Park Service is the successor to the Coast Guard's interest. A copy of the agreement is also enclosed. We would like very much to have this encumbrance removed from the policy.

Mr. Joseph H. Mendoza has informed us that your lease for the facilities involved has expired. As you will note in the enclosed agreement, you can revoke said agreement by notifying the Government in writing.

We have prepared a release which we believe, when recorded, will permit the title company to remove the agreement from our policy. If the enclosed release is agreeable to you, please execute it before a Notary Public and return it to us in the enclosed self-addressed envelope.

Your cooperation is appreciated.

Sincerely yours,

TEG WILLIS P. KRIZ
Willis P. Kriz
Land Acquisition Officer

Enclosures

Point Reyes National Seashore
Land Acquisition Office
P. O. Box 421
San Rafael, California 94901

REVOCATION OF AGREEMENT

WHEREAS, A. Paladini, Inc., and the United States Coast Guard, entered into an agreement regarding the use of fresh water and facilities, said agreement is dated May 17, 1960 and recorded on July 22, 1960 in Book 1384, page 208 of Official Records, Marin County; and

WHEREAS, the National Park Service is now the successor of interest of the United States Coast Guard, by transfer of the property between the two Government agencies; and

NOW, THEREFORE, in accordance with the conditions set forth in the above mentioned agreement, A. Paladini, Inc., hereby notifies the National Park Service that it is revoking said agreement.

IN WITNESS WHEREOF, this corporation has executed this instrument this _____ day of _____, 1971.

A. PALADINI, INC.
A corporation

By: _____

By: _____

State of _____

County of _____

On this _____ day of _____, 1971, before me _____

_____, personally appeared _____

_____, known to me to be the _____

of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within

instrument pursuant to its by-laws or a resolution of its
board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my Official Seal in _____ County the day and
year in this certificate first above written.

Notary Public in and for said
County and State

My commission expires _____

Signed: Ed. Kipper Title Ralty S.D.C. Date 4/21/71

(May 19/11)

UNITED STATES
DEPARTMENT OF THE INTERIOR
National Park Service

Land of the People, et al
Vendor

05-102
Tract

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 3.50 acres, more or less, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

See Page 4
EXHIBIT A

(May 1971)

subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

Excepting and reserving only the following rights and interests in the above described property:

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 two (2) 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 _____ dollars
(\$ _____) payable on acceptance of this offer and approval of

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

PARCEL ONE:

COMMENCING on the Northwesterly shore line of Pt. Reyes Peninsula at the most Northerly corner of the parcel conveyed by John G. Rapp and Theresa Rapp, his wife to Joseph V. Mendoza by Deed dated December 17, 1919 and recorded December 29, 1919 in Book 208 of Deeds at page 409, running thence Southwesterly along said shore line 336 feet; thence leaving said line and running Southeasterly parallel with the Northeasterly line of said parcel so conveyed to Mendoza, 436.5 feet; thence Northeasterly in a straight line 336 feet, more or less, to a point on the Northeasterly line of said parcel so conveyed to Mendoza, distant thereon 500 feet Southeasterly from the point of commencement; thence Northwesterly along said Northeasterly line 500 feet to the point of commencement.

PARCEL TWO:

A right of way for road purposes as the same now exists; running from the above described parcel to the present County Road.

PARCEL THREE:

Rights of way for public utilities running from the above described parcel to the present existing facilities.

PARCEL FOUR:

The water tank and the right to use and maintain same in its present location and also the right to use water from the spring together with a right of way for necessary pipe lines as contained in that certain deed from Joseph V. Mendoza, et ux, to Joseph W. Tuttle, et al, dated April 23, 1948 and recorded May 6, 1948 in Book 583 of Official Records at page 268, Marin County Records.

EXHIBIT A

EXHIBIT "B"

Excepting and reserving only the following rights and interests in the above described property: Excepting and reserving therefrom and thereout unto Benjamin J. Davis and Patricia A. Davis, husband and wife, Vendor, the right to use and occupy the same for _____ years from the date of conveyance of the property to the United States.

a. The property shall be used solely for non-commercial residential purposes.

b. The Vendor shall, during period of said occupancy, keep all structures and improvements in good repair, and shall not suffer or commit waste thereof, nor of said lands. Any improvements placed upon the land by the Vendor after acceptance of this Offer to Sell may be removed by the Vendor, their heirs, administrators or assigns during the term of occupancy and if not so removed, shall become the property of the United States without any additional reimbursement therefor.

c. The Vendor shall use ordinary care to prevent fires from originating upon the premises, and use their best efforts to have all such fires, and fires originating upon adjacent premises, extinguished, and to notify immediately the Superintendent Point Reyes National Seashore, of the existence of such fires.

d. 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.

e. The Vendor hereby agrees to use said lands and improvements in a manner consistent with the policies governing the National Park Service and the applicable rules and regulations thereof.

f. The Vendor may at any time relinquish their unused portion of the reserved occupancy to the United States of America without additional compensation and upon so doing, all of their rights and obligations under this Offer to Sell shall cease.

g. Vendor shall retain all of the beneficial use and ownership of all water rights belonging to and appurtenant to the property during the term of the reserved life estate and in connection therewith shall retain the right to use and maintain all head gates, stream diversions, dikes, culverts, ditches and similar structures for the same purposes and to the same extent as presently used.

h. Vendor shall pay the possessory interest tax during the term of occupancy.

i. Vendor must install septic tank and necessary ~~each line~~.

EXHIBIT B

B

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

05-115 and 05-120
Tract

Point Reyes
National Seashore

Joseph H. Mendoza and
Theresa Mendoza Brazil,
formerly Theresa Mendoza Nunes
Vendor

Contract No.

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 1332.24 acres, more or less, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

subject to existing recorded easements for public roads and highways, public utilities, railroads and pipelines, and reservations contained in patents issued by the United States, and the right of way described in Exhibit "B" attached hereto and made a part hereof.

Excepting and reserving only the following rights and interests in the above described property: Use and occupancy as set forth in 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 One million fifty seven thousand six hundred dollars (\$1,057,600⁰⁰) payable on acceptance of this offer and approval of 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 such land.

(3) 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~~ Vendor ~~Guaranty Company, escrow agent for the Vendor~~ with said ~~Marin Title~~ Vendor Guaranty Company, 1300 Fourth Street, San Rafael, California.

(4) Nothing contained herein shall preclude the Vendor from being reimbursed or paid any amount of money which Vendor may be entitled to receive under the provisions of the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970", Public Law 91-646, January 2, 1971.

(5) 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.

EXHIBIT C

Reserving to the Vendor, his heirs, executors, administrators and assigns, the right to use and occupy 1242.00 acres of the above described property as delineated on the attached sketch together with the improvements situated thereon for the purpose of pasturing beef cattle, dairy cattle and/or operating a Grade A dairy and for residential purposes incident thereto for a period of twenty (20) years commencing upon conveyance of title to said property to the United States, subject to the following terms and conditions:

1. That the term "Director" as used herein means the Director of the National Park Service and includes the appropriate Regional Director or Superintendent as the representative of the Director. The term "Vendor" as used herein refers to the Vendor executing this offer, his heirs, executors, administrators and assigns.
2. That the Vendor has inspected and knows the condition of the reserved property and it is understood that the same is hereby reserved without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.
3. That all improvements used and occupied by the Vendor under this reservation shall at all times be protected and maintained in a safe, sanitary, and sightly condition by and at the expense of the Vendor so that the dairy meets the certification requirement of a Grade A dairy as established by the State of California (if being operated as a Grade A dairy). Maintenance to be accomplished during the period of this reservation includes but is not necessarily limited to the following:
 - (a) Barns, corrals, board fences, and other wooden outbuildings will be "whitewashed" yearly or painted periodically in order to present a neat and pleasing appearance as has been traditionally accomplished in the past.

(b) Residences will be painted periodically to maintain a neat and pleasing appearance as traditionally accomplished in the past.

(c) Fencing will be maintained and replaced as necessary to insure that the fence wire is adequately strung and unbroken and that the fence posts are in the proper upright positions to insure that livestock is properly confined at all times. Special attention will be given to the fencing adjacent to Sir Francis Drake Highway and/or Pierce Point Road, the yards and land surrounding the residences and dairy buildings and other fencing ordinarily within view of the public.

(d) That the dairy service roads will be maintained in a safe condition by and at the expense of the Vendor. No new roads or truck trails will be constructed or established by the Vendor without written permission of the Director or his representative.

(e) That existing water reservoirs will be maintained in an adequate condition to prevent washouts and erosion. No new reservoirs will be constructed or established without written permission of the Director or his representative.

4. That the furnishing of all utilities services (water, sewer, telephone, electricity, sanitation and garbage disposal) are the responsibility of the Vendor. Vendor will insure that all applicable federal, state and local pollution-control laws and regulations and U.S. Public Health Service standards are met and that all refuse, garbage, and trash are disposed in a proper location outside the boundaries of the National Seashore. The Vendor will discontinue use of and obliterate existing trash and garbage dumps on his premises. Diseased, injured, dying or dead animals shall be treated promptly, removed from the property or otherwise disposed of in a clean and sanitary manner.

5. That liquid manure will not be permitted to accumulate in corrals or buildings but shall be stored in waterproof holding tanks until spread as fertilizer or disposed outside the National Seashore boundary. Manure accumulating around outlying feed or watering stations will be periodically removed and stored, so that it will not contribute to stream pollution, until spread as fertilizer or disposed outside the National Seashore boundary.

6. That a Soil and Water Conservation Plan will be obtained through the Marin County Soil Conservation District and reviewed and approved by the U.S. Department of Agriculture Soil Conservation Service. The Vendor shall abide by recommendations in that plan. However, the proposed use of pesticides or chemicals for agricultural or dairying use must be submitted in writing to the Director or his representative in advance of the time proposed for use so that permission for their use can be obtained, if necessary, from higher authority.

7. That during the term of this reservation, the Vendor shall use said property for agricultural or grazing purposes and shall not plant, cultivate, or harvest crops on said property or alter the surface of any lands or fields on said premises except as may be reasonably necessary for the development of permanent pasture for use in the operation of a Grade A dairy on said premises, and this development must be with the written permission of the Director or his representative. The Vendor will at all times maintain the property immediately adjacent to the dairy buildings in good condition and free from weeds, brush, washes, and gullies detrimental to efficient dairying operations or to the value of such property and shall not commit or permit any unlawful acts, activities, or nuisances upon said property. He shall cut no timber, conduct no mining operations, or in any manner substantially change the contour or condition of the property hereby reserved, except changes required in carrying out soil and water conservation measures. Sand or gravel needed for dairy operations and erosion control may be removed from pits designated by the Director or his appropriate representative.

8. That the Vendor will maintain permanent residence on the property or will provide a responsible employee who will maintain such permanent residence. The Vendor will not employ nor retain in his service, nor permit to remain upon the premises any person found by the Director or his representative to be detrimental to the interest of the National Seashore. The Vendor will abide by the rules and regulations pertaining to National Recreation Areas as set forth in the Code of Federal Regulations, Title 36, Chapter 1, Parts 1 through 5 as amended. Wildlife shall be permitted to graze or browse unmolested.

9. That the Vendor shall not construct any permanent structure on the said premises and shall not construct any temporary structure or place any advertising or other sign thereon without the prior written consent of the Director of the National Park Service or his representative. All buildings or structures so permitted will be constructed in accordance with Marin County building and sanitary codes.

10. That the United States reserves all rights for water which may be developed or used in connection with this reservation. However, Vendor shall be permitted to maintain all present water supplies used in the present operations and the repair and replacement thereof so that sufficient water is available for Vendor for normal ranching operations.

11. That the Vendor and his employees shall take all reasonable precautions to prevent forest, brush, grass and structural fires and also shall assist the Director or his representative in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. That for such period as the Vendor is in possession of the reserved property pursuant to the provisions and conditions of this reservation, the Vendor shall procure and maintain at his cost a standard fire and extended coverage insurance policy or policies on the reserved property to the full insurable value thereof, and a personal liability policy of not less than \$100,000.00 for each incident. The Vendor shall procure such insurance from any responsible company or companies and provide the Superintendent with a copy or certificate of insurance. The policy or policies evidencing such insurance shall name the United States as co-insured and shall provide that in the event of loss thereunder the proceeds of the policy or policies shall be payable to the Vendor and the United States as their interests may appear to be used solely for the repair, restoration or replacement of the property damaged or destroyed to be paid to the Government. The repair, restoration or replacement shall commence immediately upon payment by the insurance company. While the intent of this reservation is to insure that ranching operations do continue for the full period of this reservation, nothing herein contained shall be construed as an obligation upon the Government to repair, restore or replace the reserved property, or any part thereof, except from the insurance funds as aforesaid.

13. That any property of the United States damaged or destroyed by the Vendor incident to his use and occupation of the premises shall be promptly repaired or replaced by the Vendor to the satisfaction of the said Director or his representative, or in lieu of such repair or replacement the Vendor shall, if so required by the said Director or his representative, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

14. That the Vendor shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which, at any time during the term of this reservation, may be taxed, assessed, or imposed upon the Vendor's interest in the leased premises.

15. That the United States or its contractors or any of their officers, agents, or employees shall not be responsible for any loss, expense, damages to property, or injuries to persons, which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the Vendor, or for injuries to the person of the Vendor (if an individual), or for damages to the property or injuries to the person of the Vendor's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from activities of the United States or its contractors, and the Vendor shall hold the United States and its contractors, and any of their officers, agents, or employees, harmless from any and all such claims.

16. That upon the expiration of this reservation, the Vendor shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated herein, all structures and improvements placed on the premises by him during the period of the reservation and shall restore the site to its former condition under the direction of the Superintendent. If the Vendor fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the Vendor of liability for the cost of their removal and the restoration of the site unless with prior written consent of the Superintendent.

17. That, except as otherwise provided herein, any dispute concerning a question of fact arising under this reservation which is not disposed of by agreement shall be decided by the Director or his representative who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Vendor. The decision of the Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Vendor mails or otherwise furnishes to the Director a written appeal addressed to the Secretary of the Interior. The decision of the Secretary or his duly authorized

representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

18. That use by the Vendor of the land, buildings, and improvements reserved hereby is subject to the right of the Director or his representative to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing; provided that in exercising such right the United States will refrain from materially interfering or preventing use of the land by the Vendor for the purpose intended under this reservation.

The right is hereby reserved to the United States, its officers, agents and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interest of the United States, and the Vendor shall have no claim of any character on account thereof against the United States or any officer, agent or employee thereof.

19. That all notices to be given pursuant to this reservation, shall be addressed, if to the Vendor, to Point Reyes Station,
Ca. 94956, if to the United States, to
the Superintendent, Point Reyes National Seashore, Point Reyes,

California 94956, or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the United States, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

20. If at any time the Vendor elects to dispose of the remainder of his reserved occupancy, the United States shall be afforded the right of first refusal to acquire the unused portion thereof. However, Vendor is granted the right to rent or lease all or part of the improvements and property subject to the terms and conditions of this reservation

5970

KNOW ALL MEN BY THESE PRESENTS: THAT I, JAMES H. PARKER, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint WILEN H. PARKER, my true and lawful Attorney for me and in -- name, place and stead, and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities, and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to me; and have, use and take all lawful ways and means in my name, or otherwise, for the recovery thereof, by legal process, and to compromise and agree for the same, and grant acquittances or other sufficient discharges for the same, for me and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments, and accept the seisin and possession of all lands, and all deeds, and other assurances in the law therefor; and to lease, let, demise bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants as I shall think fit. Also to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action; and to make, do and transact all and every kind of business of what nature and kind soever; and, also, for me and in my name, and as my act and deed, to sign, seal, execute, deliver, and acknowledge such deeds, deeds of trust, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfaction of mortgages, judgment and other debts, and such other instruments in writing, of whatever kind and nature, as may be necessary or proper in the premises. GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present hereby ratifying and confirming all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. IN WITNESS WHEREOF, I have hereunto set my hand and seal the third day of July, A.D., 1946.

Signed, Sealed and Delivered)
in the Presence of --)
STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss.

James H. Parker (SEAL)

On this 11th day of July, 1946, before me, AGNES C. OTTO, a Notary Public in and for the City and County of San Francisco, personally appeared James H. Parker, husband of Helen H. Parker, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he 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, State of California, the day and year in this certificate first above written.

(SEAL)
My commission expires Dec. 19, 1947

Agnes C. Otto, Notary Public in and for the
City and County of San Francisco, State of
California.

Filed for record and recorded
at the request of S. R. Land Title Co., May 6, 1948 at 27 mins past 11 o'clock A.M.

Rec. Fee \$1.00

F. D. BURGESS, Recorder
By *[Signature]* Deputy

5976

I. R. S. \$8.25 Cancelled

53228

2-136

GRANT DEED (Individual)

For value received JOSEPH V. MENDOZA and ZENA MENDOZA, also known as ZENA M. MENDOZA, his wife, GRANT to JOSEPH W. TUTTLE and ANNE C. TUTTLE, his wife, as Joint Tenants, an undivided 1/2 interest and J. S. FALTINGS and LYONS E. FALTINGS, his wife, as Joint Tenants, an undivided 1/2 interest all that real property situate in the County of Marin, State of California, described as follows:

Commencing on the Northwestern shore line of Pt Reyes Peninsula at the most Northerly corner of the parcel conveyed by John G. Rapp and Theresa Rapp, his wife, to Joseph V. Mendoza, by deed dated December 17, 1919 and recorded December 29, 1919 in Liber 208 of Deeds at page 400; running thence Southwesterly along said shore line 336 feet; thence leaving said line and running Southeasterly parallel with the Northeasterly line of said parcel so conveyed to Mendoza, 436.6 feet; thence Northeasterly in a straight line 336 feet more or less, to a point on the Northeasterly line of said parcel so conveyed to Mendoza, distant thereon 500 feet Southeasterly from the point of commencement, thence Northwesterly along said Northeasterly line 500 feet to the point of commencement.

TOGETHER with the right of way for road purposes as the same now exists, running from the above described parcel to the present County Road.

TOGETHER with rights of way for public utilities running from the above described parcel to the present existing facilities.

TOGETHER with water tank as the same now exists near the above described parcel with the right to maintain and use the same in its present location. Also the right

Announcement
to Tract 05-108
See K to sell
Exhibit A
Parcel 4

109-26001

to use water from spring together with a right of way for necessary pipe lines.
 RESERVING and excepting from this conveyance a right of way over existing
 roadway and walk for purpose of access to electric switch located on the property herein
 described and access to water pump near the property herein described.
 Grantors reserve the right to keep the gate on the above road running
 from the County Road, under lock
 Grantees shall have the right to possess keys for said lock and agree to
 keep said gate locked and closed at all times except when in use. WITNESS our hands this
 23 day of April, 1948.

Joseph V. Mendoza
 Zena M. Mendoza

STATE OF CALIFORNIA)
 COUNTY OF MARIN) ss.

On Apr 22, 1948, before me, Frank Healion, a Notary Public in and for
 said County and State, personally appeared Joseph V. Mendoza and Zena M. Mendoza, known
 to me to be the persons whose names are subscribed to the within instrument, and acknow-
 ledged to me that they executed the same.

(SEAL) Frank Healion, Notary Public

My commission expires 11/15/49

Filed for record and recorded

at the request of Marin Co. Abst. Co., May 6, 1948 at 15 mins past 2 o'clock P.M.

Res. Fee \$2.00

F. D. BURRICKS, Recorder
 P. J. Sanchez Deputy

5981 I. R. S. \$9.90 Cancelled Application No. 33489

JOINT TENANCY DEED

WILLIAM H. O'DONNELL and ELLA GERTRUDE O'DONNELL, his wife, the first
 parties do, hereby Grant to ALFONSO I. NORDSTROM and LUTIE MARIE NORDSTROM, his wife,
 the second parties, in joint tenancy all that real property situated in the City of
 Sausalito, County of Marin, State of California, and bounded and described as follows:
 COMMENCING at a point on the Southerly line of Valley Street, distant
 thereon 64 feet 6 inches Westerly from the Westerly line of Second Street; running thence
 Westerly along the Southerly line of Valley Street, 45 feet 6 inches; thence at a right
 angle Southerly 38 feet; thence at a right angle Easterly 45 feet 6 inches; thence at a
 right angle Northerly 35 feet to the point of commencement.

BEING a portion of Block 5, as shown on Map No. 3 of the property of
 Sausalito Bay Land Company, surveyed by L. H. Shortt, C.S., June, 1889. IN WITNESS
 WHEREOF, the said first parties have executed this conveyance this -- day of April, 1948.

William H. O'Donnell
 Ella Gertrude O'Donnell

STATE OF WASHINGTON)
 COUNTY OF SPOKANE) ss.

On this 1st day of May in the year of our Lord One Thousand Nine Hundred
 and forty eight, before me, ALMA S. REECK, a Notary Public in and for said Spokane,
 County of Spokane, State of Washington, residing therein, duly commissioned and sworn,
 personally appeared WILLIAM H. O'DONNELL and ELLA GERTRUDE O'DONNELL, his wife, known
 to me to be the persons described in and whose names are subscribed to the within instru-
 ment and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have
 hereunto set my hand and affixed my official Seal at my office in said Spokane, County
 of Spokane, the day and year in this certificate first above written.

(SEAL)

My commission expires Oct. 25, 1951

Filed for record and recorded

at the request of S. R. Land Title Co., May 6, 1948 at 6 mins past 3 o'clock P.M.

Res. Fee \$1.60

F. D. BURRICKS, Recorder
 P. J. Sanchez Deputy

5990

NOTICE OF COMPLETION

(Under Section 1167 C. C. 7.)

Individual or Corporation

NOTICE IS HEREBY GIVEN: 1. That the real property hereinafter described
 is owned by the following whose address or addresses are:

NAME	STREET AND NO.	CITY	STATE
Georgia Wintringham	114 Laurel Place	San Rafael	California

2. That the nature of the title to said real property of all said owners
 is that of fee simple. 3. That on the 6th day of May, 1948, the work of improvement on
 the said real property was actually completed. 4. (b) That there is no original contractor
 for the work of improvement as a whole. 5. That the real property herein referred to is
 situated in the San Rafael, County of Marin, State of California, and is described as
 follows:



IN REPLY REFER TO:

L54

October 20, 1998

United States Department of the Interior

NATIONAL PARK SERVICE
Point Reyes National Seashore
Point Reyes, California 94956



Program Manager
State Water Resources Control Board
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

Dear Sir:

Enclosed are 18 completed Report of Licensee forms for 1997. These reports are for licenses held by the U S National Park Service, Point Reyes National Seashore. Also enclosed are three completed Supplemental Statements of Water Diversion and Use forms for 1997 for which the owner of record is U S National Park Service and the location is tributaries within Point Reyes National Seashore. A list of the license application and statement numbers follows:

Licenses:

A017417
A019950
A019951
A019952
A019953
A019954
A019955
A020021
A020022

A020070
A010917
A021277
A021736
A021954
A022784
A025498
A025504
A026421

Supplemental Statements:

S005292
S005293
S005294

Please contact William Shook, Chief of Resource Management at Point Reyes National Seashore with any questions or concerns you may have.

Sincerely,

Frank Dean
Acting Superintendent

cc:
Chief, Water Resources Division w/enclosures ✓
1201 Oak Ridge Drive, Suite 250
Fort Collins, CO 80525-5596

State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000 SACRAMENTO, CA 95812-2000
901 P STREET, SACRAMENTO, CA
(916) 657-1364 FAX: (916) 657-1485



REPORT OF LICENSEE FOR 1995, 1996, 1997

OWNER OF RECORD: U S NATIONAL PARK SERVICE

APPLICATION: A021954

U S NATIONAL PARK SERVICE
POINT REYES NATIONAL SEASHORE
1201 OAK RIDGE DR STE 250
FORT COLLINS, CO 80525-5596

LICENSE: 009630

TELEPHONE NUMBER:
(970) 225-3500

IF OWNER'S NAME/ADDRESS/PHONE NO. IS WRONG OR MISSING, PLEASE CORRECT.

SOURCE:

COUNTY:

UNST

MARIN

PURPOSE:

DIVERSION/STORAGE SEASON:

ACRES/HP:

STOCKWATERING

/ NOV 01 TO MAY 30

0 AC

AMOUNT: 0

10 AC-FT

THIS REPORT IS REQUIRED BY THE TERMS AND CONDITIONS OF YOUR LICENSE

IMPORTANT! EVERY license is subject to the conditions therein. I have currently reviewed my license: YES [☒] NO [☐]. I am comp with the conditions of my license: YES [☒] NO [☐]. Identify any noncompliance by license term number under "Remarks" on rev side. This report is important in providing the record of use needed in maintaining your water right. It should be filled out carefully returned promptly to the above-listed address.

THE PROJECT HAS BEEN ABANDONED, AND I REQUEST REVOCATION OF THE LICENSE: YES [☐].

COMPLETE FOR DIRECT DIVERSION PROJECTS

- Have you used the full licensed amount of water each year? YES [☒] NO [☐].
- State the quantity of water used each month in gallons or acre-feet (if not known, check months water was used).

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total Annual
1995	X	X	X	X	X	X	X	X	X	X	X	X	
1996	X	X	X	X	X	X	X	X	X	X	X	X	
1997	X	X	X	X	X	X	X	X	X	X	X	X	

COMPLETE FOR STORAGE PROJECTS

- Did your reservoir spill this year?
- If not, how many feet below spillway vertically was the water level at maximum storage?
- Have you emptied the reservoir?
- How many feet below spillway vertically was it drawn down at end of season?

	1995	1996	1997
3. Did your reservoir spill this year?	YES	YES	YES
4. If not, how many feet below spillway vertically was the water level at maximum storage?			
5. Have you emptied the reservoir?	NO	NO	NO
6. How many feet below spillway vertically was it drawn down at end of season?			

(Continues on reverse side)

1997

USE (COMPLETE FOR ALL PROJECTS)

(see page 1 for year of use)

7. Acreage irrigated.			
8. Stockwatering - number of stock.	350	350	350
9. Domestic - number of persons.			
garden area, etc.			
10. Recreational - nature of use.			
11. Industrial - nature of use.			
12. Municipal - approximate population.			
13. Power generation - K.W.			
14. Other.			

15. If no water was used in one or more years, briefly state the reason under "Remarks".

16. If the location of the point of diversion or place of use or type of use(s) has been changed and the permission of this Board has not yet been obtained, please describe nature of changes under "Remarks".

PLEASE ANSWER ONLY THOSE QUESTIONS BELOW WHICH ARE APPLICABLE TO YOUR PROJECT.

CONSERVATION OF WATER

17. Describe any water conservation efforts you may have started: _____

18. If credit toward beneficial use of water under this license for water not used due to a conservation effort is claimed under Section 1011 of the Water Code, please show the amounts of water conserved:

19 _____ (at/mg) 19 _____ (at/mg) 19 _____ (at/mg)

WATER QUALITY AND WASTEWATER RECLAMATION

19. Are you now or have you been using reclaimed water from a wastewater treatment facility, desalination facility or water polluted by waste to a degree which unreasonably affects such water for other beneficial uses? YES [] NO [].

20. If credit toward use under this license through substitution of reclaimed water, desalinated water or polluted water in lieu of appropriated water is claimed under Section 1010 of the Water Code, please show amounts of reduced diversion and amounts of reclaimed water used: 19 _____ (at/mg) 19 _____ (at/mg) 19 _____ (at/mg)

CONJUNCTIVE USE OF SURFACE WATER AND GROUNDWATER

21. Are you now using groundwater in lieu of surface water? YES [] NO [].

22. If credit toward use under this license through substitution of groundwater in lieu of appropriated water is claimed under Section 1011.5 of the Water Code, please show the amounts of groundwater used:

19 _____ (at/mg) 19 _____ (at/mg) 19 _____ (at/mg)

REMARKS: (Identify the item you are explaining. Additional pages may be attached.)

I declare under penalty of perjury that the information in this report is true to the best of my knowledge and belief:

Date: _____ Sign Here: _____

LICENSEE (OR AGENT OR DESIGNEE)

REPORT OF LICENSEE - PAGE 2

Charles W. Pettex

Dan McGlothlin

W.R. Hansen *WRH*

October 27, 1997

L54 (2380)
PORE/Water Rights

*Park will redo
& submit.
WRH*

Memorandum

To: Superintendent, Point Reyes National Seashore
From: Chief, Water Rights Branch
Subject: California State Water Resources Control Board Progress Reports and Reports of Licensee

We have reviewed the thirteen reports of licensee and one progress report by permittee (attached) mailed to us in a letter dated October 6, 1997. There is missing information or discrepancies in all of the reports between the authorized beneficial purposes and the reported water uses. Before we can finalize the reports and sign them, we would like your assistance in clarifying these discrepancies. Please review our comments below and return the completed reports and/or call Bill Hansen, of my staff, at (970) 225-3532 to discuss the need for filing change applications so we are in compliance with the conditions of each permit.

Our concerns are listed below and referenced by application and permit number:

Application A029021, Permit 020434, Use of Water (5): Has use of water commenced? If so, is any irrigation use and/or recreational use occurring?

Application A021954, Permit 009630: There is a conflict between the authorized purpose which is stockwatering and the actual uses shown on page 2. If this water is being used for domestic purposes we are in non-compliance with the permit and should file a change application to add domestic use.

No Use

Application A019955, Permit 007931: What type of recreational use is occurring (i.e., fishing, boating, etc.)? *2*

Application A019953, Permit 007929: There is a conflict between the authorized purposes which are domestic, recreational, and stockwatering and the actual uses shown on page 2. Is this water is being used for domestic purposes? If not, will it be in the future or should we file a change application to subtract domestic use? What type of recreational use is occurring (i.e., fishing, boating, etc.)?

Application A019952, Permit 007928: There is a conflict between the authorized purpose which is stockwatering and the actual uses shown on page 2. If recreational use is occurring we should file a change application. If it is not, we should not show this use on page 2.

Application A019951, Permit 007927: Is recreational use occurring? If so, what type and it should be shown on page 2.

Application A019950, Permit 007926: There is a conflict between the authorized purposes which are recreational and stockwatering and the actual uses shown on page 2. Is there actually 280 acres being irrigated, or was it intended to show 280 head of stock being watered. If irrigation is occurring we are in non-compliance with our permit. Is recreational use occurring? If so, what kind. If these discrepancies are real we will need to file a change application.

Application A020021, Permit 007941: There is a conflict between the authorized purpose which is stockwatering and the actual uses shown on page 2. If domestic use is occurring we need to file a change application to be in compliance with our permit.

Application A020022, Permit 007942: There is a conflict between the authorized purpose which is stockwatering and the actual uses shown on page 2. If domestic use is occurring we need to file a change application to be in compliance with our permit.

Application A021277, Permit 009049: There is a conflict between the authorized purposes which are recreational and stockwatering and the actual uses shown on page 2. If domestic use is occurring we need to file a change application to be in compliance with our permit. Is recreational use occurring? If so, what type and it should be shown on page 2.

Application A013473, Permit 003827: Are uses occurring in November, December, January, and February? Is irrigation occurring? If not, should we file a change application to be in compliance with our permit?

Application A013322, Permit 003800: Does use occur in January? There is a conflict between the authorized purposes which are domestic and industrial and the actual uses shown on page 2. It appears that the purpose should be changed to stockwatering since this is a beef cattle operation. Was this water used at one time for a dairy operation and the original permittee issued for industrial uses associated with dairy farming?

Application A017417, Permit 006748: There is a conflict between the authorized purpose which is recreational and the actual uses shown on page 2. If horses are being watered we are in non-compliance with our permit and should either discontinue stockwatering or file a change application to add stockwatering. *Need change application*

Application A019954, Permit 007930: What types of recreational use are occurring?

Attachments

cc: Shook - PORE
Fahmy - SOL
PORE Dockets 7-11, 15-20, and 25
FNP:BHANSEN:ccd:225-3532:10/27/97:S:\WRB\WRH\REPLIC.DOC



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
Point Reyes National Seashore
Point Reyes, California 94956



L54

October 6, 1997

Memorandum

To: Chief of Water Right, Water Resources Division
From: Superintendent, Point Reyes National Seashore
Subject: California State Water Resources Control Board Progress Reports

Attached for your signature are fourteen progress reports requested by the State Water Resources Control Board for water rights held by the National Park Service at Point Reyes National Seashore. Please provide copies of the completed reports for our water rights files.

Don L. Neubacher

Attachments

fw
WITUCKI
CHERRY (*John*)
Kellie W. S. M. 1/6

L54(WR-RNW)
PORE/WR #11, #12; AWR #1, #7

January 6, 1986

State of California
State Water Resources Control Board
Division of Water Rights
901 P Street
Sacramento, CA 95810

Gentlemen:

In reply to your request for an update regarding the Report of
Licensee for Point Reyes National Seashore (1983, 1984, 1985),
the enclosed is submitted.

If you have any questions or comments regarding this matter,
please call Mr. Gerard Witucki at (415) 556-8660.

Sincerely,

John D. Cherry

John D. Cherry
Associate Regional Director
Resource Management and Planning
Western Region

Enclosure

cc:
Superintendent, Point Reyes

bc:
Chief, Division of Water Resources, Fort Collins

(WR-RNW)Witucki:ml:01/06/86:556-8660

L54 (WR-RNW)
PORE/WR #11, AWR #1, AWR #7

February 25, 1983

Tapia
Witucki
3/21

State of California - Resource Agency
State Water Resources Control Board
Division of Water Rights
77 Cadillac Drive
Sacramento, CA 95825

Gentlemen:

In reply to your request for an update regarding the Report of Licensee for Point Reyes National Seashore (1980, 1981, and 1982), the enclosed report is submitted.

If you have any questions or comments regarding this matter, please call me at (415) 556-8660.

Sincerely,

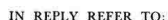
(Sgd) Gerard S. Witucki

Gerard S. Witucki
Chief, Division of Water Resources
Western Region

Enclosure

cc:
Superintendent, Point Reyes, w/encl.

(WR-RNW):Tapia:Witucki:ms:2/23/83



POINT REYES NATIONAL SEASHORE
POINT REYES, CALIFORNIA 94956

L54 (WR-PORE)

February 18, 1983

Memorandum

To: Regional Director, Western Region
Attention: Water Resources

From: Superintendent, Point Reyes National Seashore

Subject: Licensee Reports, Water Rights

As per telephone conversation with Ricardo Tapia on 2-17-83 the subject reports are being returned for finalization. Water was used from involved sources on a daily basis throughout the three-year period. There have been no significant changes.

[illegible]

John L. Sanning

L54(WR)PSW
PORE/WR # 9, 10 & 11
Chief, Division of Water Resources,
Western Region
Through: Hydrologist Werrell
Legal Clerk, Water Resources Division,
Western Region

August 19, 1975

Field Trip to Point Reyes National Seashore, July 8, 1975

Purpose of the Trip: Trip made to acquire specific physical data necessary to update water right docket - specifically to conduct field investigation of various properties to establish and locate the diversions. Point Reyes has been topographically mapped by the U.S. Geological Survey but unfortunately the range and township survey was not extended over the park. Ranges and townships are shown on adjoining maps but due to the distance over which the survey would have to be extended, and the irregular shape and staggered configuration of many of the sections due to surveying corrections, ranges and townships cannot be accurately projected over the park. Thus a listed range and township location of a specific diversion fails to provide an accurate location. These diversions are in use, being utilized by individuals holding life estates or term leases within the park.

Itinerary: Departed San Francisco the morning of July 8, 1975. Arrived at Point Reyes and remained until late that afternoon at which time I returned to San Francisco.

Companions: None

Accomplishments and Observations: Met with Dick Engle, Park Engineer, who accompanied me to the various diversions.
Nunes Diversion (Water Right Docket #11) - Mr. Nunes had constructed an earthen dam about midway down a small canyon immediately to the south of his residence (see Figure 1). There was a stream flowing at an approximate rate of 3 gallons per minute in this canyon. The source of the stream was several small springs and seeps arising in the hillside to the south of the stream. Mr. Nunes had constructed a spring box and pumphouse over one particular spring opening. This supplies water for his domestic needs and the overflow is piped to the stream to also feed the reservoir. The specific conductance of the water was 700 at 15°C.

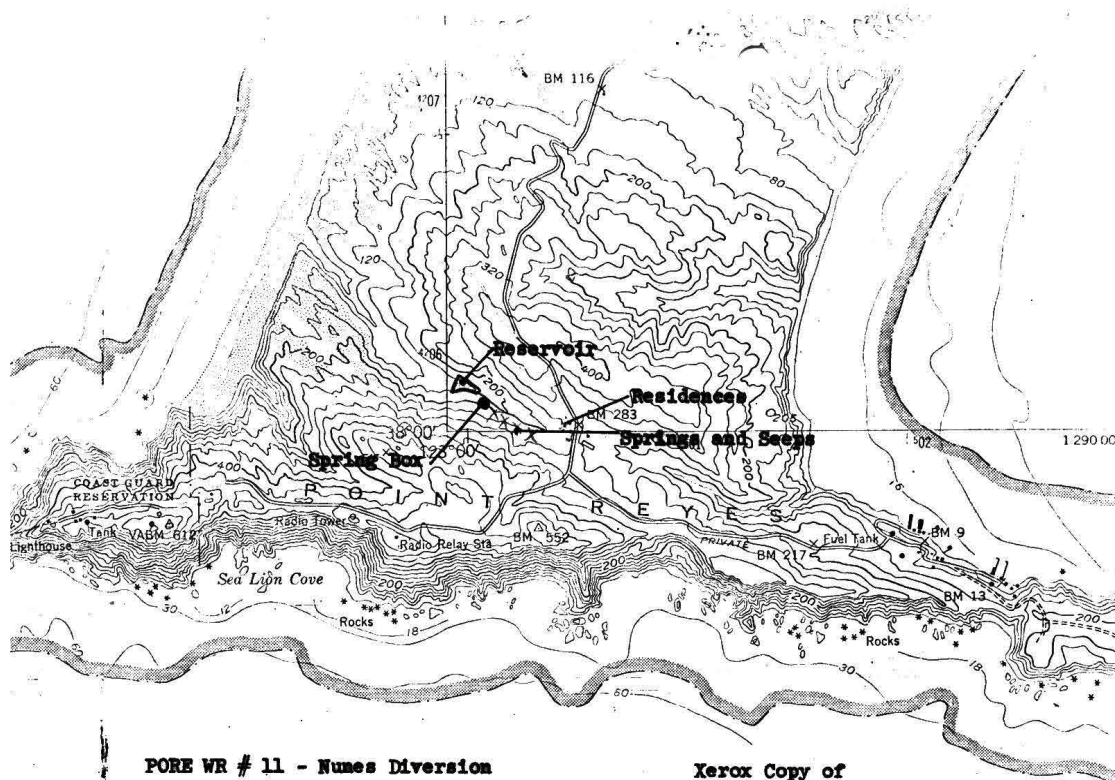
Rogers Property (Water Right Dockets # 9 & 10) - Spoke with a member of the family who informed us that their domestic supply was from a well

drilled adjacent to their home, and that their supply for the dairying operations was from a nearby spring. He directed us to the diversion he had made in a canyon and for which he had applied to the State of California for an appropriative right (and for which he had received a license). We drove to a hill overlooking the small stock reservoir which is his diversion. The earthen dam traps the present total flow of water in the canyon. Streamflow is probably due solely to rainfall. Assuming this reservoir is that described in License No. 7942 (Water Right Docket # 10), the only other diversion in the general vicinity of the one described in License No. 7941 (Water Right Docket # 9) is the spring used to supply water to their barn (see Figure 2). However, the description and the location in the license does not describe this diversion. We can only guess that Mr. Rogers filed on the reservoir and spring and received licenses on both, or he has or had made another diversion which he did not mention to us.

Conclusions: The Nune diversion was as described in the application. The future importance of this reservoir may ultimately lie in the fact that it is fed by springs capable of providing a continuous domestic supply year round (as they are used now). In comparison, the Rogers diversions were not as described in the applications and may have no other use than in dairying operations.

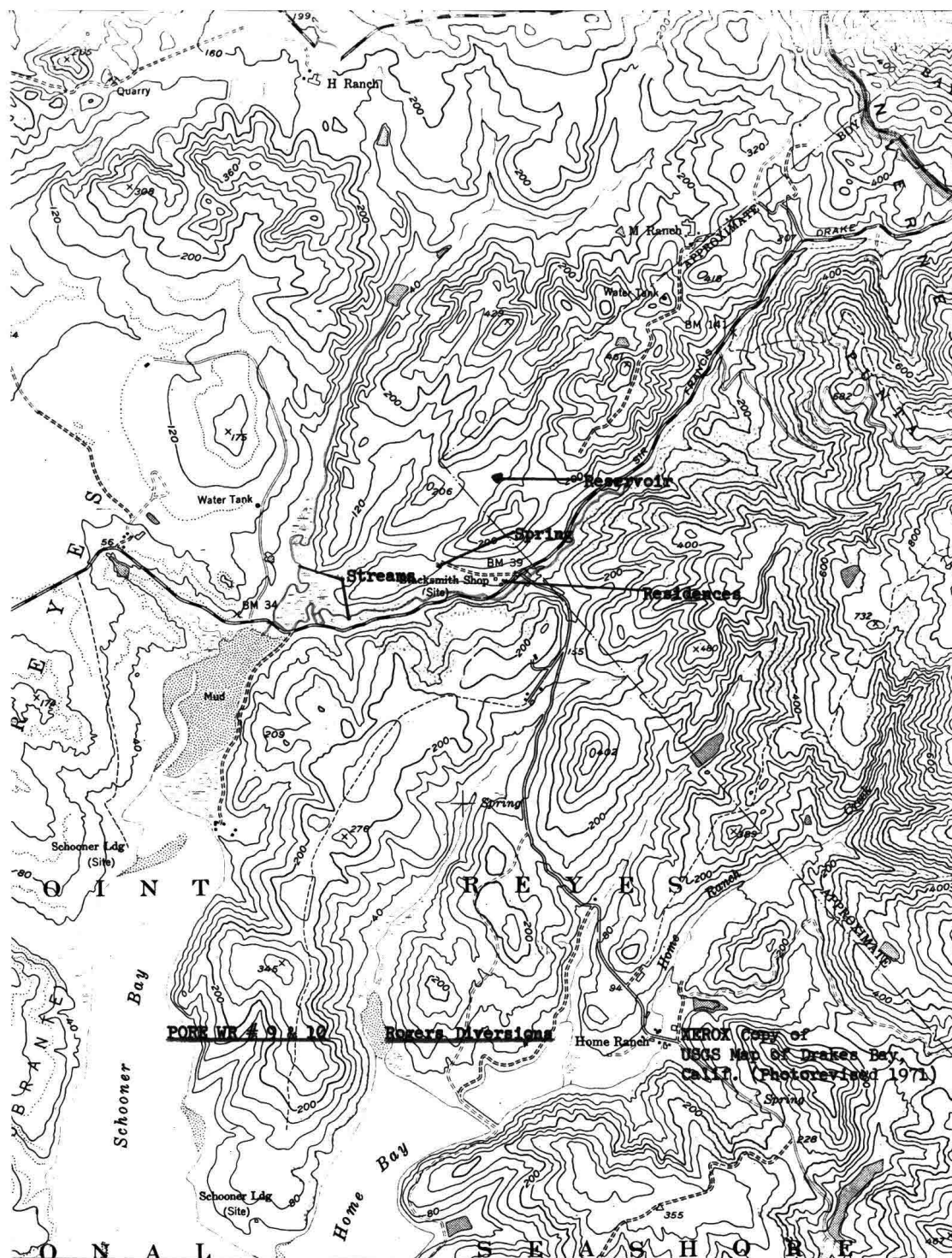
Recommendations: The information contained in this trip report should be incorporated into the respective docket files so as to supplement and update the information already contained therein. The pertinent information contained in this trip report should also be transmitted to the park and WASO along with copies of the maps.

Mike Ackerman



PORE WR # 11 - Nunes Diversion

Xerox Copy of
USGS Map of Drakes Bay, Calif.
(Photorevised in 1971)





WR # 11 - Nunes Diversion
Earthen dam and storage reservoir July 8, 1975



WR # 11 - Nunes Diversion
Pumphouse and springbox (barely visible to the immediate
right of the pumphouse) July 8, 1975

STATE OF CALIFORNIA—THE RESOURCES AGENCY

RONALD REAGAN, Governor

STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

25, 19TH STREET

SACRAMENTO, CALIFORNIA 95818

MAY 16 1974

Permit No. 14727

Location of diversion:

S 462' W 1848' from

NE Corner of projected

Section 30 T2N R10W

being w/in NW 1/4 NE 1/4 S 30



Mr. Gerard Witucki, Chief
Division of Water Resources
U. S. Department of the Interior
National Park Service
450 Golden Gate Avenue, Room 14045
San Francisco, CA 94102

Dear Mr. Witucki:

License 9630 (Application 21954)
Unnamed Stream in Marin County

Mr. Roderick P. Martinelli, Attorney at Law, San Rafael, submitted to our office a letter describing the distribution of the probate estate of Zena M. Marr. According to the information, the successors to the decedent's interest in the above water right license have subsequently sold the property to the National Park Service. Ownership of License 9630 will therefore be shown in the name of U. S. Department of the Interior, National Park Service, unless we are notified otherwise within 30 days.

We are enclosing the form, Report of Licensee for 1971, 1972, 1973. This report is required by terms and conditions of your water right license and is important in maintaining a record of continuing use of water under the license. Please complete the form to the best of your knowledge of the water use, and return it to this office as soon as possible.

It is our understanding that the ranch is now under lease to Mr. George E. Nunes, General Delivery, Point Reyes Station, California, 94956. If it would be more to our mutual advantage to mail the report to Mr. Nunes in the future, we can do so.

Sincerely,

J M Page

J. M. Page
Supervising Engineer

Enclosure

George Nunes:

669-1354

Inverness

cc: Mr. Roderick P. Martinelli, Attorney at Law
Bagshaw, Martinelli, Corrigan and Jordan
Suite 303, Citizens Building
950 Northgate Drive
San Rafael, California 94903

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Witucki
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Witucki
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LS4(WR)PSW
FORE/WATER RIGHT
DOCKET FILE #11

October 9, 1974

Memorandum

To: Superintendent, Point Reyes
From: Chief, Division of Water Resources, Western Region
Subject: Transmittal of Water Right Docket File #11, Point Reyes
Forwarded for your information and files is Water Right Docket File #11, Application #21954, License #9630, for Unnamed Stream, Marin City, which is now under Perk Service ownership.

(SGD) GERARD S. WITUCKI

Gerard S. Witucki

Enclosure

cc:
WASO(Water Resources) w/encl

(WR)PSW:MPMurphy:mpm 10/9/74

STATE OF CALIFORNIA—THE RESOURCES AGENCY

RONALD REAGAN, Governor

STATE WATER RESOURCES CONTROL BOARD
DIVISION OF WATER RIGHTS
2125 19TH STREET
SACRAMENTO, CALIFORNIA 95818

MAY 16 1974

Permit No. 14727

Location of diversion:

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Section 30 T2N R10W

being w/in NW¼ NE¼ of S 30



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Division of Water Resources
U. S. Department of the Interior
National Park Service
450 Golden Gate Avenue, Room 14045
San Francisco, CA 94102

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Sincerely,

A handwritten signature in cursive script, reading 'J M Page'.

J. M. Page
Supervising Engineer

Enclosure

cc: Mr. Roderick P. Martinelli, Attorney at Law
Bagshaw, Martinelli, Corrigan and Jordan
Suite 303, Citizens Building
950 Northgate Drive
San Rafael, California 94903

George Nunes:

669-1354

Inverness

Received
Division of Water Resources
MAY 17 1974

Name	Act	Info	File	Init

KAPPEL

1002

LAND ACQUISITION OFFICE
POINT REYES NATIONAL SEASHORE
910 "D" Street - P.O. Box 421
San Rafael, California 94901

HL425
(NSC)LM
Tr. 65-114

January 22, 1971

Mr. E. Mendoza

A. Paladini, Inc.
512 Clay Street
San Francisco, California 94111
ATTN: Mr. P. P. 100
Gentlemen:

*9/21/21
PH: 332-4742
285-3900
Mr. Moffi*

The National Park Service is purchasing a tract of land from the heirs of Bona M. Harr, also known as Zena Mendoza, deceased, for the Point Reyes National Seashore.

Item No. 15, Schedule "D" of the enclosed policy, shows that there is an agreement between your company and the United States Coast Guard regarding the use of fresh water. The National Park Service is the successor to the Coast Guard's interest. A copy of the agreement is also enclosed. We would like very much to have this encumbrance removed from the policy.

Mr. Joseph H. Mendoza has informed us that your lease for the facilities involved has expired. As you will note in the enclosed agreement, you can revoke said agreement by notifying the Government in writing.

We have prepared a release which we believe, when recorded will permit the title company to remove the agreement from our policy. If the enclosed release is agreeable to you, please execute it before a Notary Public and return it to us in the enclosed self-addressed envelope.

Your cooperation is appreciated.

Sincerely yours,

WILLIS E. KRIZ
Willis P. Kriz
Land Acquisition Officer

Enclosures

Point Reyes National Seashore
Land Acquisition Office
P. O. Box 421
San Rafael, California 94901

REVOCATION OF AGREEMENT

WHEREAS, A. Paladini, Inc., and the United States Coast Guard, entered into an agreement regarding the use of fresh water and facilities, said agreement is dated May 17, 1960 and recorded on July 22, 1960 in Book 1384, page 208 of Official Records, Marin County; and

WHEREAS, the National Park Service is now the successor of interest of the United States Coast Guard, by transfer of the property between the two Government agencies; and

NOW, THEREFORE, in accordance with the conditions set forth in the above mentioned agreement, A. Paladini, Inc., hereby notifies the National Park Service that it is revoking said agreement.

IN WITNESS WHEREOF, this corporation has executed this instrument this _____ day of _____, 1971.

A. PALADINI, INC.
A corporation

By: _____

By: _____

State of _____

County of _____

On this _____ day of _____, 1971, before me _____

_____, personally appeared _____

_____, known to me to be the _____

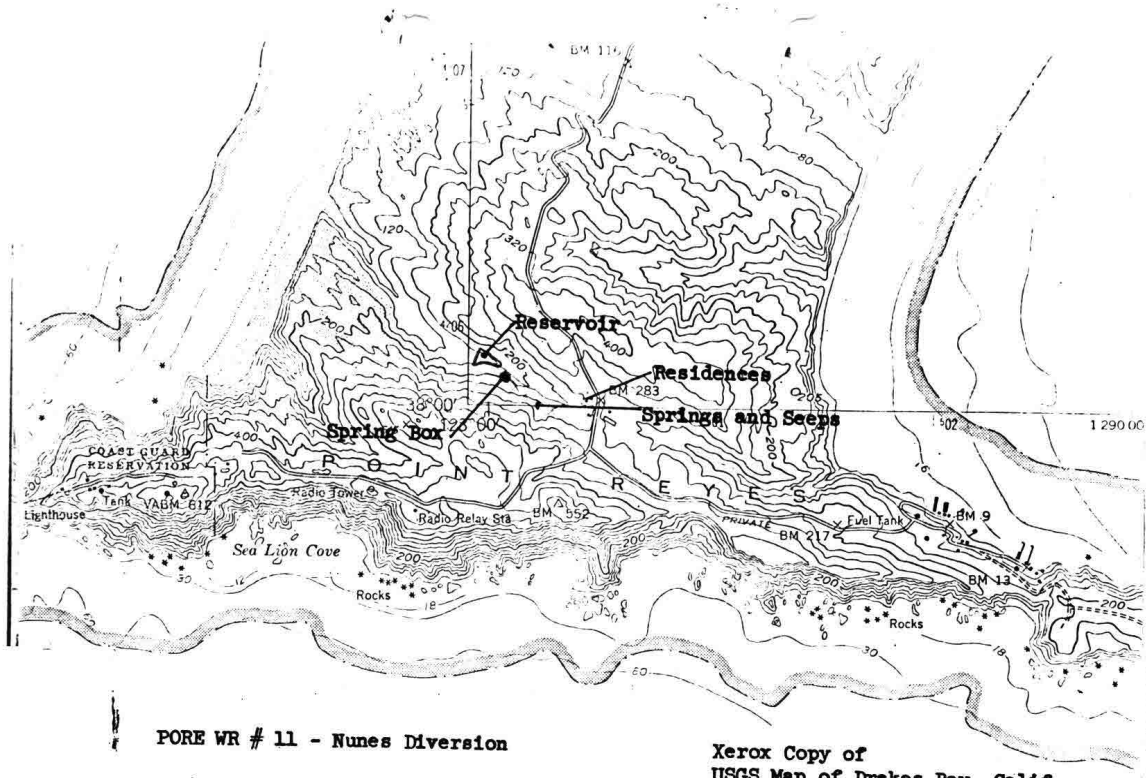
of the corporation that executed the within instrument and acknowledged to me that such corporation executed the within

instrument pursuant to its by-laws or a resolution of its
board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my Official Seal in _____ County the day and
year in this certificate first above written.

Notary Public in and for said
County and State

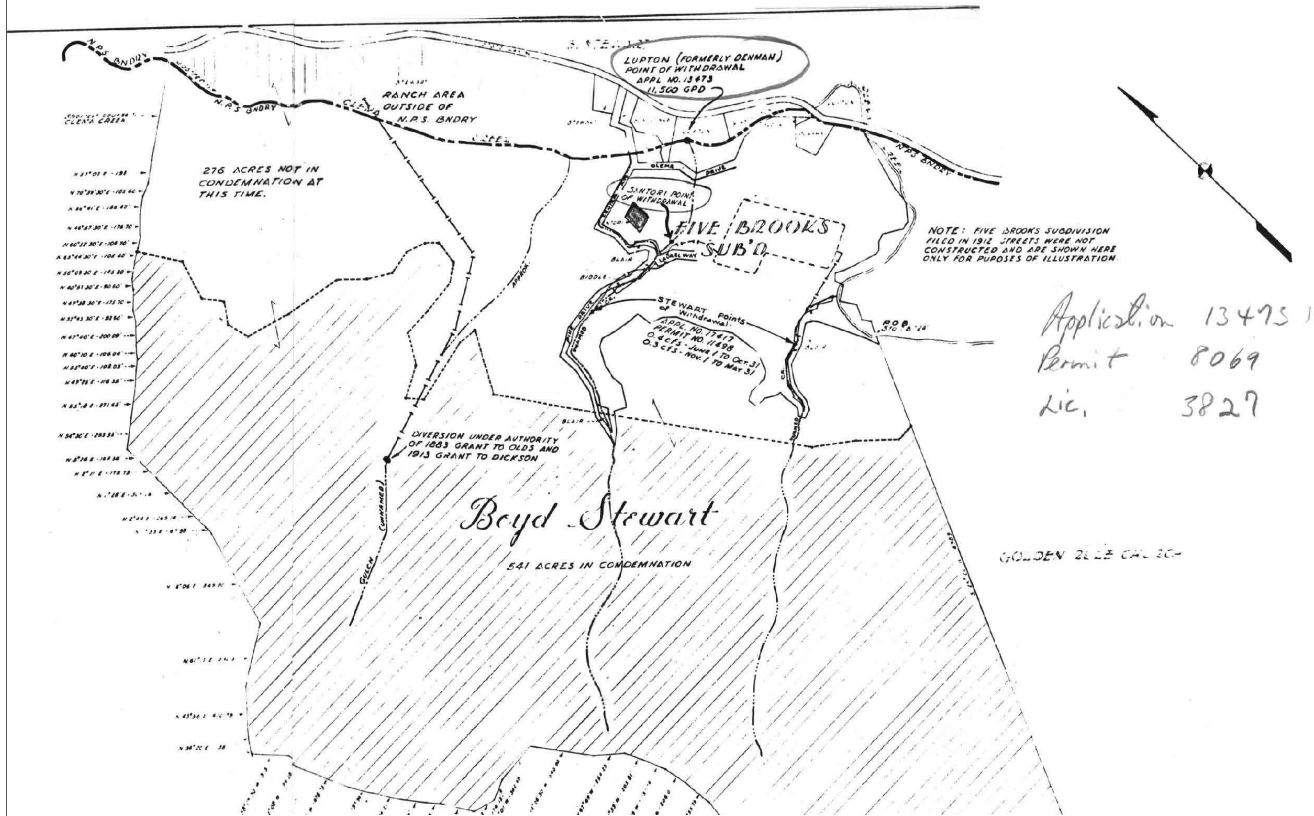
My commission expires _____

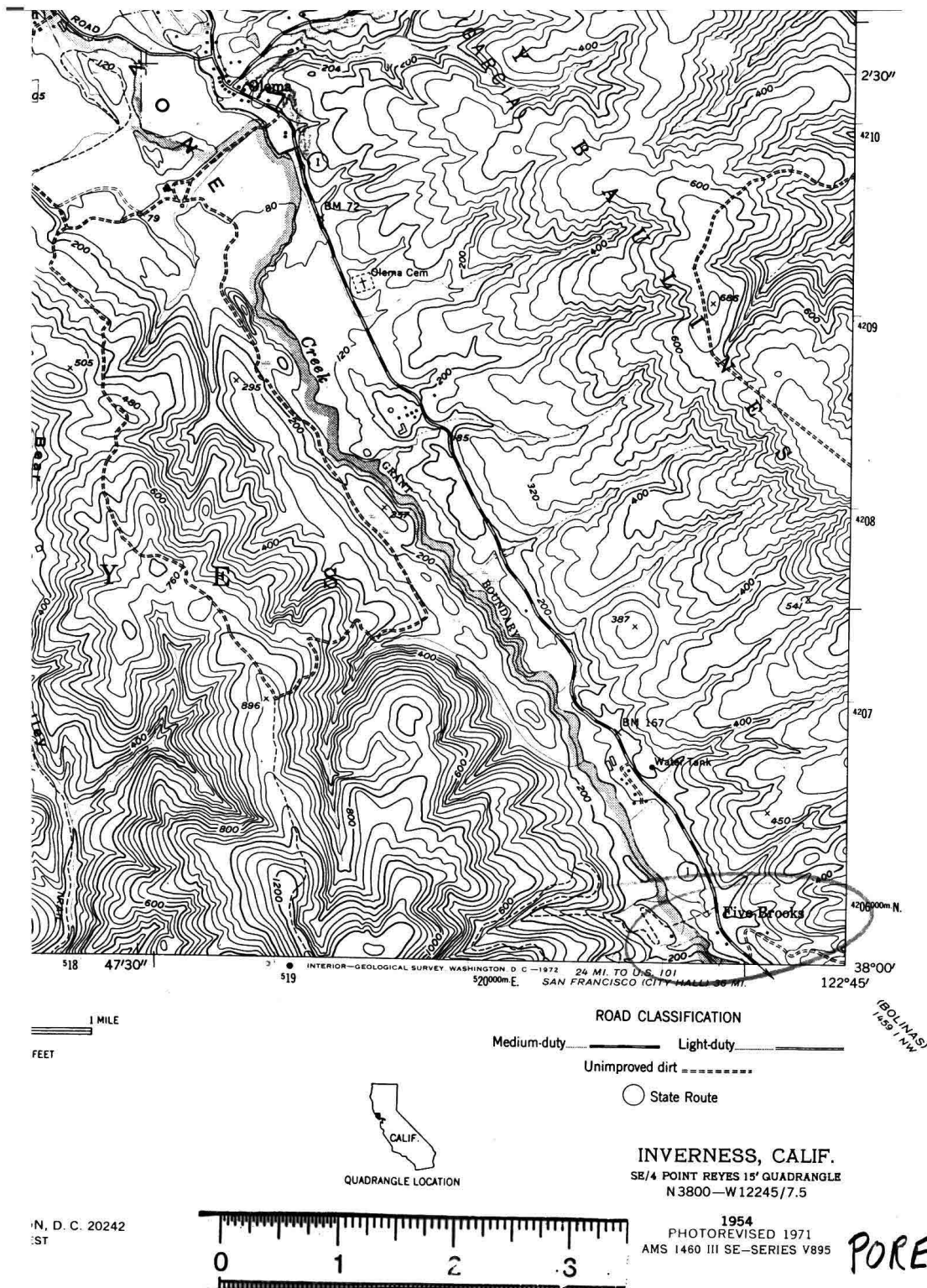


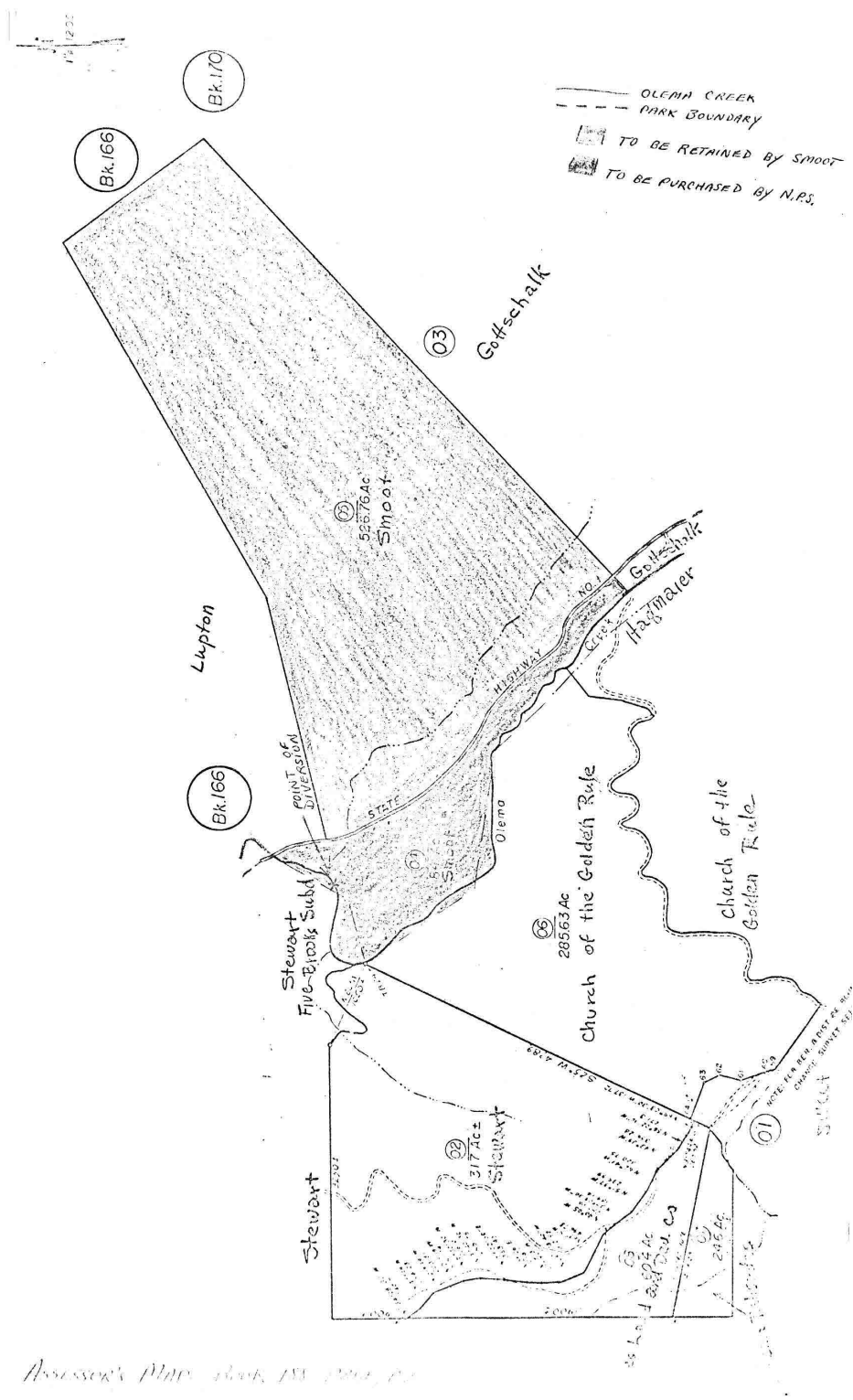
PORE WR # 11 - Nunes Diversion

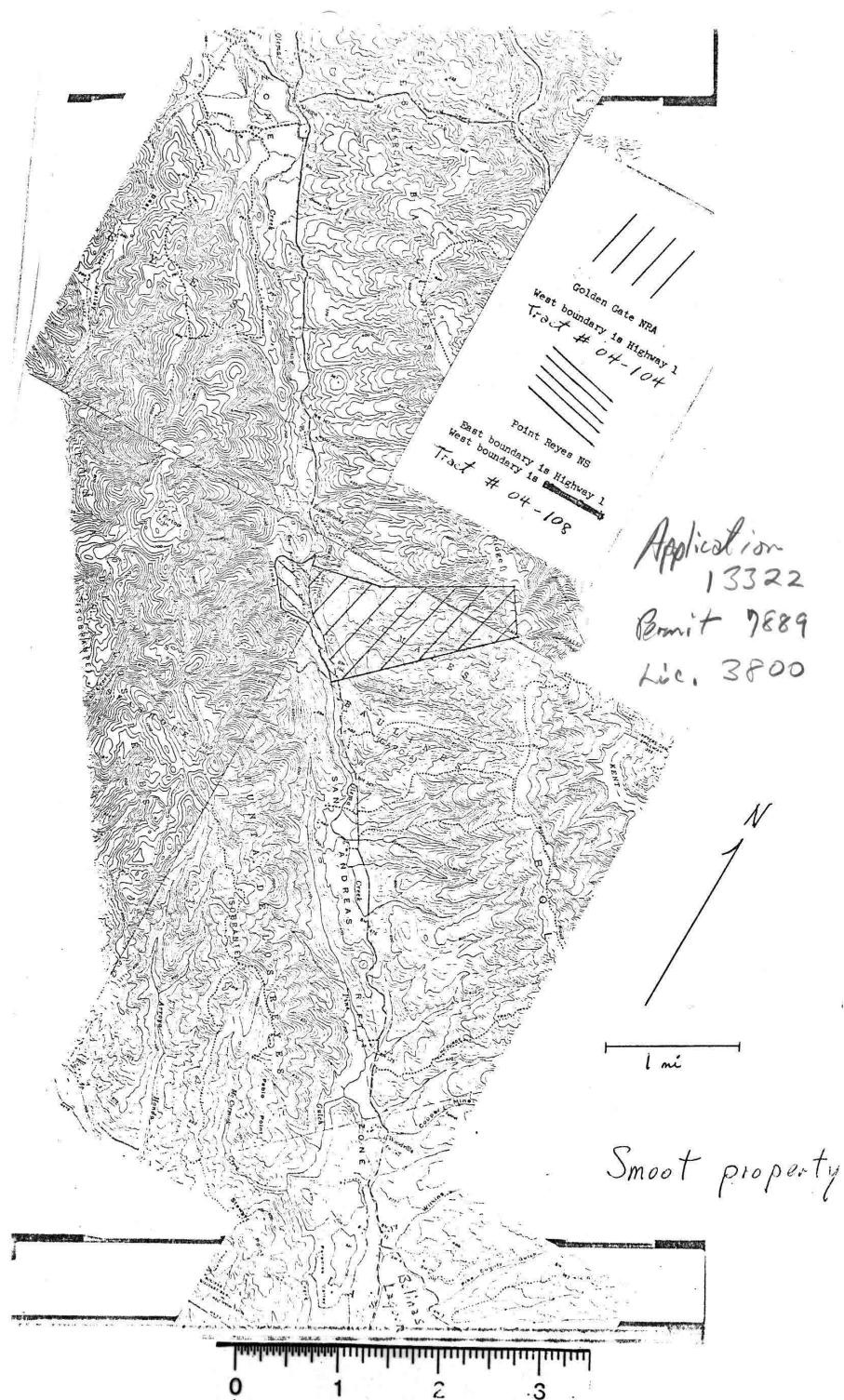
Xerox Copy of
USGS Map of Drakes Bay, Calif.
(Photorevised in 1971)

Lic : 009630









Docket Information

Number of Documents in Docket 77

Documents Dated from 7/22/1960 to 10/20/1998

Docket Compiled: 6/9/2011