

REAL ESTATE TRANSFER AGREEMENT AND RELEASE

This REAL ESTATE DISPOSITION AGREEMENT AND RELEASE (“AGREEMENT”), dated as of _____, 2022, is by and between the County of Sonoma, a political subdivision of the State of California, and the Bodega Harbour Homeowners Association, a California non-profit mutual benefit corporation (“BHHA”). County and BHHA are sometimes individually referred to herein as a “party” and collectively as the “parties.”

RECITALS

Whereas, the County is the owner of certain real property located within the Bodega Bay Tidelands that is below the “ordinary high water mark,” and the improvements thereon, including property located on Smith Brothers Road in Bodega Bay, California, as depicted on the map in **Exhibit A** (hereafter “County Property”);

Whereas, the County entered into a lease with BHHA for the County Property, entitled Bodega Bay Tidelands Lease No. 4, dated September 30, 1972, which was amended from time to time (hereafter, “Lease”), and ultimately terminated effective April 30, 2021 by BHHA’s notice of termination to County dated March 10, 2021;

Whereas, BHHA, as required by the Lease upon termination of the Lease, executed a quitclaim deed, Quit Claim Deed and Release, dated June 24, 2021, to convey any and all interests in the County Property, if any, to the County for the purpose of confirming that BHHA has no remaining interest in the County Property (hereafter referred to as “Lease Termination QCD”); a copy of the Lease Termination QCD is attached hereto as **Exhibit B**;

Whereas, BHHA claims that it has an ownership interest in a small, rectangular parcel of property, designated as Assessor’s Parcel Number 100-120-001-000, which is upland from the County Property, as depicted on **Exhibit C** (hereafter “Upland Parcel”), and according to this interest BHHA owns certain improvements on the Upland Parcel, including a staircase and equipment for installation of a propane tank;

Whereas, the County claims that BHHA has an obligation to maintain and repair the improvements on the Upland Parcel because they service the County Property, which must remain open for public access, and BHHA desires to avoid that obligation;

Whereas, the County is agreeable to accepting BHHA’s interests in the Upland Parcel, and the associated obligations of ownership of said interests, subject to approval by the Board of Supervisors, on the terms and conditions set forth herein.

AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions on which BHHA will convey its interests in the Upland Parcel to the County.
2. **CONSIDERATION.** In exchange for BHHA conveying its interests to County, by and through a Quitclaim Deed in substantially the form attached hereto as **Exhibit D**, unless modified by

written agreement among the Parties, and on the terms and conditions set forth herein, the County agrees to accept BHHA's interest in the Upland Parcel and undertake obligations that accrue from said ownership interests, if any. BHHA hereby assigns any and all claims, interests or rights in regard to the Upland Parcel, including any and all rights or claims to adverse possession, easements, or other interest in the Upland Parcel that may have heretofore been asserted by BHHA against person or entity.

3. **REPRESENTATIONS AND WARRANTIES.** BHHA represents and warrants as follows:
- a. BHHA agrees and understands that it has no remaining ownership interests or claim of ownership interest in the County Property and that the County may record the Lease Termination QCD.
 - b. BHHA agrees and understands that the Quitclaim Deed attached as **Exhibit D** will transfer any and all of BHHA's interest in the Upland Parcel to the County.
 - c. To the best knowledge of BHHA, BHHA has provided County with all material facts and information regarding the Upland Parcel that are within its possession, custody or control.
 - d. BHHA has no knowledge of any existing liens, taxes, fees, claims, or other liabilities affecting the Upland Parcel or which may be alleged against County as the subsequent owner of the Upland Parcel.
 - e. BHHA shall be solely responsible for any liens, taxes, fees, claims or other liabilities, if any, that accrue prior to the Effective Date of this Agreement and during BHHA's ownership of the Upland Parcel.
 - f. BHHA shall not cause or allow any liens, mortgage, encumbrance, or any other claims or liability against the Upland Parcel, which may be imposed on the County as a subsequent owner.
 - g. BHHA will reasonably cooperate with County to provide information regarding the Upland Parcel within its possession, custody or control that is reasonably necessary for County to protect its interests in or pursue claims regarding the Upland Parcel.
 - h. BHHA shall defend, indemnify, and hold harmless the County, its officials, employees and other agents, for any damages, claims, or liabilities that arise from the breach of any representations and warranties contained herein, except to the extent any damage, claim, or liability is caused by the negligence or willful misconduct of the County, its officials, employees or other agents.
 - i. For purposes of this Section 3 and all other provisions of this Agreement, the term "BHHA has no knowledge", "to the best knowledge BHHA", "known to BHHA", or other such references to BHHA's knowledge, shall mean matters of which Dana Kueffner has actual knowledge, without the necessity of further investigation or inspection but based on her best recollection of facts and circumstances.
4. **CONDITIONS FOR CLOSING.** This Agreement and County's acceptance of BHHA's interests in the Upland Parcel is conditioned on the following:
- a. BHHA delivering the Quitclaim Deed in accordance with this Agreement;
 - b. County completing reasonable efforts to acquire the underlying fee interest;
 - c. County procuring a "Lot Book Guarantee" or other similar title insurance policy that assures County is receiving the interest in the Upland Parcel described herein;
 - d. County completing a physical inspection and environmental assessment of the Upland Parcel; and,

- e. Approval of this Agreement by the County Board of Supervisors, which may reject this Agreement and the terms stated herein for any reason whatsoever.

County shall have thirty (30) days from approval by the County Board of Supervisors to provide BHHA with written notice that all conditions stated above have been satisfied and that the County determines, in its sole and absolute discretion, to accept BHHA's interest in the Upland Parcel or cancel this Agreement. Within this 30-day period, County shall provide written notice via email to BHHA's counsel, Robert Quail (rquail@cfk.com) and Stephen Butler (sbutler@cfk.com), whether the County will accept BHHA's interest or cancel the Agreement.

5. **WAIVER OF CLAIMS.** In exchange for County accepting the interest transferred in the Quitclaim Deed and recording the same in accordance with Paragraph 4, BHHA and its agents, successors, and assigns, and attorneys, shall have been deemed to irrevocably and unconditionally released, acquitted, and forever discharged the County, its employees, agents, contractors, volunteers, successors and assigns (collectively "Released Parties") from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, wages, attorneys' fees, damages, judgments, orders and liabilities, of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, which BHHA may have or hold, or have at any time heretofore owned or held, or may in the future have or hold against Released Parties, or any of them, arising out of, or in connection with the facts and circumstances set forth in the Recitals above, insofar as such a waiver is permitted by law. With respect to the foregoing, BHHA, on behalf of itself, its agents, successors, assigns, and attorneys expressly waive the benefits and rights under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. **APPLICATION OF AGREEMENT.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns, transferees, officials, employees and agents.
7. **AUTHORITY TO ENTER INTO AGREEMENT.** By signing below, each individual represents and warrants having the necessary to sign for and on behalf of the respective entity, subject to the conditions stated herein.
8. **EFFECTIVE DATE AND CERTIFICATE OF ACCEPTANCE.** If the Board of Supervisor's approves the Agreement, the County will execute a Certificate of Acceptance in accordance with California Government Code § 27281. The "Effective Date" of this Agreement shall be the date on which the Board of Supervisors approves the execution of a Certificate of Acceptance.
9. **DELIVERY OF DEED.** On or before the Effective Date, BHHA shall deliver to the County an original, executed deed in the form attached hereto as Exhibit D, or as modified according to written agreement by the Parties. Upon approval by the Board of Supervisors and removal of all conditions, the County may execute the deed, Certificate of Acceptance and record the deed.

10. **GOVERNING LAW.** This Agreement shall be governed exclusively by the laws of the State of California, and any action to enforce the terms of this Agreement or breach thereof shall be brought in Superior Court in Santa Rosa, California.

11. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document.

IN WITNESS WHEREOF, County and the Bodega Harbour Homeowners Association have executed this Agreement by and through their respective authorized officers, as set forth below.

FOR COUNTY OF SONOMA:

FOR BODEGA HARBOUR HOMEOWNERS ASSOCIATION:

By: _____
Johannes Hovertsz, Director
General Services Department

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM FOR COUNTY:

APPROVED AS TO FORM FOR BODEGA HARBOUR HOMEOWNERS ASSOCIATION:

By: _____
Matthew Cody, Deputy County Counsel

By: _____
Name: _____
Title: _____

EXHIBIT A

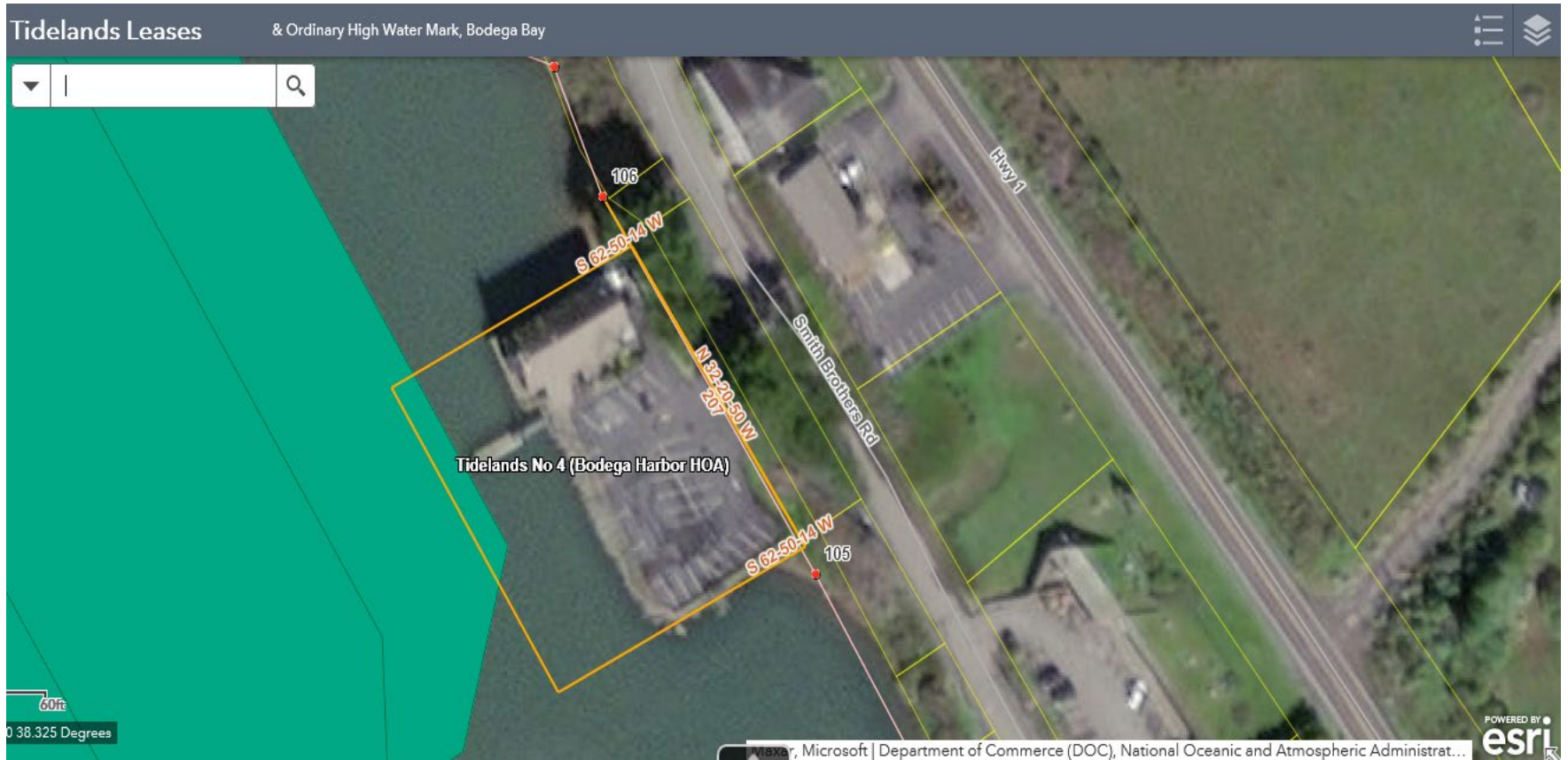


EXHIBIT B

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403
Attn.: Real Estate Services

QUITCLAIM DEED AND RELEASE OF INTERESTS [Bodega Bay Tidelands Lease No. 4]

WHEREAS, BODEGA HARBOUR HOMEOWNERS ASSOCIATION, a non-profit mutual benefit corporation (hereinafter also referred to as “Tenant” or “Grantor”) and the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter also referred to as “County” or “Grantee”), are parties to an agreement entitled the “Bodega Bay Tidelands Lease No. 4,” dated September 30, 1972, as amended from time to time, inclusive of amendments dated December 19, 1978, October 2, 1982, January 26, 1989, September 21, 1993, February 14, 1995, and April 6, 2004 (hereinafter the lease and any amendments thereto are collectively referred to as the “Lease”);

WHEREAS, Pursuant to the Lease, Tenant has occupied certain real property commonly known as the Tidelands No. 4, located in the town of Bodega Bay, California, as described more fully in the Lease and in the below legal description of the Premises, and Tenant now desires to terminate the Lease;

WHEREAS, The Lease provides that, upon termination, Tenant is required to execute and deliver to the County a Quitclaim Deed to the rights arising under the Lease; and,

WHEREAS, In conjunction with the termination of the Lease, Tenant desires to execute the Quitclaim Deed set forth herein and has authorized its agent to act on behalf of Tenant in executing this Quitclaim Deed.

NOW, THEREFORE, BY THIS QUITCLAIM AND RELEASE OF INTERESTS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, BODEGA HARBOUR HOMEOWNERS ASSOCIATION, does hereby remove, release, and forever quitclaim unto Grantee, COUNTY OF SONOMA, all right, title and interest in and to all that real property described in **Exhibit A** (the “Premises”), together with all Grantors’ interest, if any, in all improvements, buildings, structures, easements, privileges and rights appurtenant to the Premises, and including any and all rights Grantor acquired or may have acquired, under or pursuant to the Lease, any sublease or other agreement related to the Premises.

This Quitclaim may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the parties hereto by their duly authorized representatives as of the dates set forth below.

GRANTOR:

**BODEGA HARBOUR
HOMEOWNERS ASSOCIATION,**
a non-profit mutual benefit
corporation

By: Kathy J. Duran
Name: Kathy J. Duran
Title: President

Dated: May 4, 2021

COUNTY as GRANTEE, acknowledges
receipt of this interest:

COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____
Caroline Judy
Director of General Services

Dated: _____

**APPROVED AS TO FORM
FOR COUNTY:**

Jeremy Fonseca
Deputy County Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

)

ss.

)

COUNTY OF SONOMA

On MAY 4, 2021 before me, SHONA L. WEIR, Notary Public,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SONOMA)

On _____ before me, _____, Notary Public,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF THE PREMISES

All that the real property commonly known as the Tidelands No. 4, located in the town of Bodega Bay, California, and being further described as:

Commencing at that point marked "Sta.106" on that certain Record of Survey filed in Book 155 of Maps, Page 20, in the office of the County Recorder, County of Sonoma, thence along the line shown as "Ordinary High Water Mark Bodega Bay" on said Record of Survey, thence South $32^{\circ}20'50''$ East 34.99 feet to a point, thence continuing South $32^{\circ}20'50''$ East 207.00 feet to the point of beginning of the parcel of land to be herein described.

Thence from said point of beginning, North $32^{\circ}20'50''$ West 207.00 feet; thence South $62^{\circ}50'14''$ West to a point in a line that is 40.00 feet measured at right angles from the northeasterly toe of the existing Federal Channel, thence along said line, 40.00 feet distance and measured at right angles to and running parallel within a southeasterly direction of said northeasterly toe of said Federal Channel and the extension thereof to a point that bears South $62^{\circ}50'14''$ West from the point of beginning of the above described parcel; thence leaving said line, North $62^{\circ}50'14''$ East to the point of beginning of the herein above-described parcel;

Together with all existing improvements, buildings, structures, easements, privileges and rights appurtenant to the Premises, and including any and all rights **Grantor** acquired or may have acquired, under or pursuant to any sublease or other agreement related thereto, (collectively, "Premises").

CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the **QUITCLAIM DEED AND RELEASE OF INTERESTS [Bodega Bay Tidelands Lease No. 4]** from **BODEGA HARBOUR HOMEOWNERS ASSOCIATION**, a non-profit mutual benefit corporation, to the **COUNTY OF SONOMA**, a political subdivision of the State of California, is hereby accepted by the Director of the Department of General Services. Grantee consents to recordation thereof by its duly authorized officer.

Dated: May 4, 2021

By: 

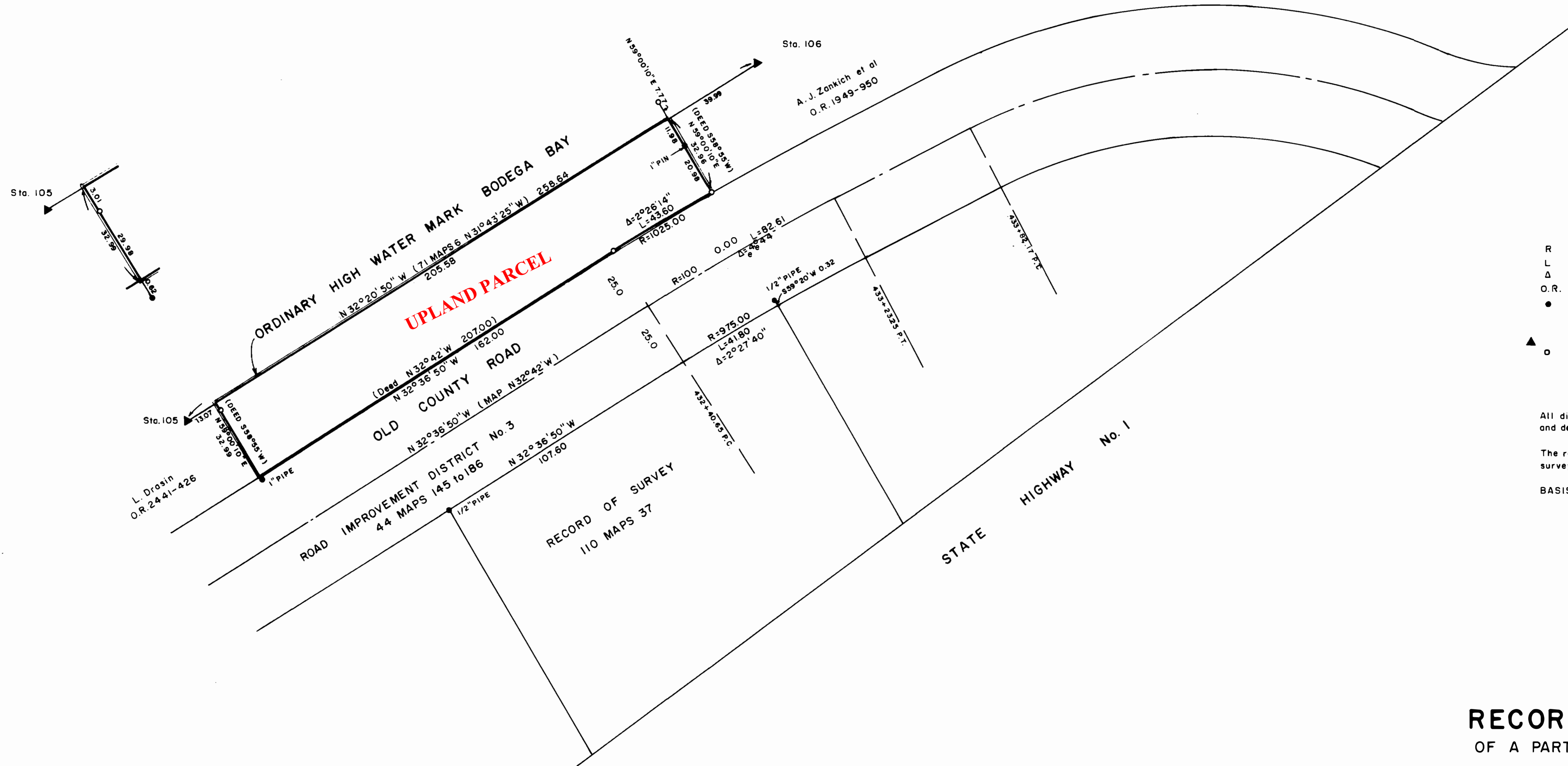
CASE 4668

155 / 20

155

20

EXHIBIT C



LEGEND

R	Indicates	radius of curve
L	"	length of curve
Δ	"	central angle of curve
O.R.	"	Official Records
●	"	Monuments found size and type as shown
▲	"	Tidelands monument bronze disc stamped R.C.E 9478
○	"	3/4" iron pipe set tagged L.S. 2757

All distances and dimensions are shown in feet and decimals thereof.

The red border indicates the boundary of the lands surveyed.

BASIS OF BEARING: centerline of Old County Road as $N 32^{\circ} 36' 50'' W$

RECORD OF SURVEY
OF A PART OF THE BODEGA RANCHO

COUNTY OF SONOMA STATE OF CALIF.
MARCH, 1971 SCALE: 1" = 30"
OWNERS: HAZEL MITCHELL et al O.R. 2448-672
WILLIAM E. CHAMBERLAIN et ux O.R. 2515-908

HERBERT G. PASSARINO
LICENSED LAND SURVEYOR
SANTA ROSA, CALIFORNIA
THIS SHEET ONLY

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyors Act at the request of Mitchell Realty during the month of March, 1971.

Herbert G. Passarino
Herbert G. Passarino
Licensed Land Surveyor No. 2757

LAND SURVEYOR'S CERTIFICATE

This map was examined and found to conform with the requirements of the Land Surveyors Act of the State of California on the day of April, 1971.

Donald B. Head
Donald B. Head
Deputy County Surveyor
SONOMA COUNTY

RECORDER'S CERTIFICATE

Filed for record this 3 day of MAY, 1971 at 800 A.M. in Book 155 of Maps, Page 20 at the request of Donald B. Head, County Surveyor.

Herb Snyder Jr
County Recorder
Watson
By Deputy County Recorder
M 9205
Dec. 5. 1971

EXHIBIT D

**RECORDED AT NO FEE PER
GOVERNMENT CODE § 6103
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Sonoma
General Services Department
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403
Attn.: Real Estate Services

**QUITCLAIM DEED AND RELEASE OF INTERESTS
Assessor's Parcel Number 100-120-001-000**

BY THIS QUITCLAIM AND RELEASE OF INTERESTS, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BODEGA HARBOUR HOMEOWNERS ASSOCIATION**, a non-profit mutual benefit corporation (hereinafter "**Tenant**" or "**Grantor**") does hereby remove, release, and forever quitclaim unto the **COUNTY OF SONOMA**, a political subdivision of the State of California (hereinafter "**County**" or "**Grantee**"), all right, title and interest in and to all that real property described in **Exhibit 1** and **Exhibit 2**, and as depicted in **Exhibit B**, (the "**Premises**"), together with all Grantors' interest, if any, in all improvements, buildings, structures, easements, privileges and rights appurtenant to the Premises, and including any and all rights **Grantor** acquired or may have acquired, under or pursuant to its ownership of the Premises or other agreement related thereto.

This Quitclaim may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one agreement. The signature and acknowledgment pages from each counterpart may be removed and attached to a single document in order to create one original instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this instrument is hereby executed on behalf of the parties hereto by their duly authorized representatives as of the dates set forth below.

GRANTOR:

**BODEGA HARBOUR
HOMEOWNERS ASSOCIATION,**
a non-profit mutual benefit
corporation

By: _____
Name: _____
Title: _____

Dated: _____

COUNTY as GRANTEE, acknowledges
receipt of this interest:

COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____
Johannes J. Hoevertsz
Director, General Services Department

Dated: _____

**APPROVED AS TO FORM
FOR COUNTY:**

Matthew R. Cody
Deputy County Counsel

EXHIBIT 1

DESCRIPTION OF THE PREMISES

All that the real property that is described in the Quitclaim Deed from Transcentury Properties, Inc., a California corporation to Bodega Harbour Homeowners Association, a California corporation, recorded July 5, 1977 as Instrument No. S268802 in Book 3256, page 804, of the Sonoma County Official Records, and described as follows:

Commencing at that point marked "Sta.106" on that certain Record of Survey filed in Book 155 of Maps, Page 20, in the office of the County Recorder, County of Sonoma, thence along the line shown as "Ordinary High Water Mark Bodega Bay" on said Record of Survey, thence South 32°20'50" East 34.99 feet to a point, thence continuing South 32°20'50" East 207.00 feet to the point of beginning of the parcel of land to be herein described.

Thence from said point of beginning, North 32°20'50" West 207.00 feet; thence South 62°50'14" West to a point in a line that is 40.00 feet measured at right angles from the northeasterly toe of the existing Federal Channel, thence along said line, 40.00 feet distance and measured at right angles to and running parallel within a southeasterly direction of said northeasterly toe of said Federal Channel and the extension thereof to a point that bears South 62°50'14" West from the point of beginning of the above described parcel; thence leaving said line, North 62°50'14" East to the point of beginning of the herein above-described parcel.
A.P. # 100-12-01

EXHIBIT 2

DESCRIPTION OF THE PREMISES

ALL STRUCTURAL IMPROVEMENTS SITUATED ON THE REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN REAL PROPERTY SITUATED, LYING AND BEING IN THE TOWNSHIP OF BODEGA, COUNTY OF SONOMA, STATE OF CALIFORNIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A STAKE DRIVEN IN THE COUNTY ROAD 350 FEET SOUTHERLY FROM THE CENTER OF A BRIDGE, AND THE SOUTHEAST CORNER OF C. R. LINVILLE'S LOT, AND OPPOSITE THE WEST END OF FISHERY; THENCE RUNNING SOUTHERLY, ALONG SAID COUNTY ROAD 207 FEET; THENCE RUNNING SOUTH BY SOUTHWEST, TO THE STATE LINE OF BODEGA BAY; THENCE NORTHWESTERLY ALONG STATE LINE, 207 FEET; THENCE NORTHEASTERLY, TO THE PLACE OF BEGINNING.

BEING THE SAME PREMISES AS WERE CONVEYED TO WILLIAM SMITH BY G. W. SMITH AND DIANTHA SMITH, HIS WIFE, BY QUITCLAIM DEED DATED APRIL 24, 1912 AND RECORDED IN LIBER 302 OF DEEDS, PAGE 305, SONOMA COUNTY RECORDS.

SAID PREMISES MORE PARTICULARLY DESCRIBED ACCORDING TO THE SURVEY THEREOF MADE BY C. E. MUELLER, LICENSED SURVEYOR, ON MARCH 3, 1942 AS FOLLOWS:

COMMENCING AT A POINT IN THE MIDDLE OF THE BODEGA BAY HIGHWAY AND IN THE MIDDLE OF A 30 INCH CULVERT, DESIGNATED AS STATION 436 + 18.0 UPON THE MAP OF THE SURVEY OF SAID HIGHWAY FILED IN BOOK 44 OF MAPS, PAGE 163, SONOMA COUNTY RECORDS; SOUTH 11° 11' WEST, 192.2 FEET TO A ¾ INCH IRON PIPE SET IN CEMENT; THENCE SOUTH 36° 32' EAST, 157.8 FEET TO A POINT IN THE MIDDLE OF SAID HIGHWAY; THENCE SOUTH 54° 55' WEST 25 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID HIGHWAY BEING THE ACTUAL PLACE OF COMMENCEMENT OF SAID LANDS TO BE HEREIN DESCRIBED; THENCE SOUTH 58° 55' WEST, 76.8 FEET; THENCE SOUTH 32° 02' EAST 207 FEET; THENCE NORTH 58° 55' EAST 79.5 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID HIGHWAY; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 32° 42' WEST, 207 FEET TO THE PLACE OF COMMENCEMENT.

EXCEPTING THEREFROM THAT PORTION WHICH LIES BELOW THE MEAN HIGH TIDE LINE OF BODEGA BAY.

ALSO EXCEPTING THEREFROM ANY AND ALL RIGHT TITLE AND INTEREST OF THE STATE OF CALIFORNIA ALONG THE SHORE OF BODEGA BAY BELOW THE ELEVATION OF NATURAL ORDINARY HIGH TIDE AND, ALSO, EXCEPTING ANY ARTIFICIAL ACCRETIONS TO SAID LINE OF NATURAL ORDINARY HIGH TIDE, IF ANY.

SAID PREMISES BEING THE SAME AS THAT SHOWN ON THE RECORD OF SURVEY, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON MAY 3, 1971 IN BOOK 155 OF MAPS, PAGE 20; AND AS SHOWN ON THE AMENDED MAP OF RECORD OF SURVEY AS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY ON NOVEMBER 1, 1972 IN BOOK 180 OF MAPS, PAGE 18, SONOMA COUNTY RECORDS.

CERTIFICATE OF ACCEPTANCE
(Government Code §27281)

This is to certify that the interest in real property conveyed by the **QUITCLAIM DEED AND RELEASE OF INTERESTS** for the property with ASSESSOR'S PARCEL NUMBER 100-120-001-000, dated _____, 20__ , from **BODEGA HARBOUR HOMEOWNERS ASSOCIATION**, a non-profit mutual benefit corporation, to the **COUNTY OF SONOMA**, a political subdivision of the State of California, is hereby accepted by the Director of the Department of General Services on behalf of the Board of Supervisors of the County of Sonoma pursuant to the authority conferred by Resolution Number _____ of the Board of Supervisors of the County of Sonoma adopted on _____ and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____