

GENERAL RELEASE AND COMPROMISE AGREEMENT

THIS GENERAL RELEASE AND COMPROMISE AGREEMENT is made by _____, on behalf of himself/herself/themselves and past and present partners, principals, employees, agents, servants, attorneys, insurers, representatives, affiliates, successors, heirs and assigns (collectively hereinafter referred to as VESSEL OWNER) with Richardson’s Bay Regional Agency (RBRA), and any and all employees, independent contractors, contract employees, agents, personnel, officers or elected officials who are now or have been employed by or served for the RBRA whether known or unknown and whether or not involved in the incident or named in the suit for damages referred to below, all of which entities and persons are hereinafter referred to as the RBRA.

WHEREAS, RBRA entered into an Agreement with Bay Conservation and Development Commission in August 2021 _____ that requires RBRA to remove all vessels and floating homes (collectively hereinafter referred to as VESSELS) in Richardson Bay by certain dates, but in any circumstance, no later than ___October15, 2026_____;

WHEREAS, on June 16, 2022, to alleviate enforcement costs associated with carrying out the obligations set forth in the Agreement, RBRA adopted a Buy-Back Program to encourage individuals who had VESSELS anchored in Richardson Bay to voluntarily turn in their VESSELS in exchange for compensation;

WHEREAS, OWNER’s VESSELS, a _____, with CF # _____, (VESSEL) has been anchored in Richardson Bay since _____;

WHEREAS, RBRA alleges that the VESSEL is illegally anchored in violation of RBRA ordinances and (if applicable, RBRA further alleges that the VESSEL is marine debris as set forth in Harbors and Navigations Code sections 550 and 551);

WHEREAS, VESSEL OWNER has applied to RBRA to participate in the Buy-Back Program;

WHEREAS, RBRA has determined that the VESSEL OWNER and VESSEL meet the requirements to participate in the Buy-Back Program.

NOW, THEREFORE, RBRA and the VESSEL OWNER agrees as follows:

1. PAYMENT. RBRA has determined, and VESSEL OWNER agrees, that the VESSEL is _____ linear foot measured at the waterline and RBRA has agreed to pay VESSEL OWNER \$150/linear foot based on this measurement for the voluntary turn-in of the VESSEL subject to the terms set forth in this Agreement. RBRA agrees to pay VESSEL OWNER \$ _____ pursuant to the terms set forth in this Agreement in two installments. RBRA will make an initial payment to VESSEL OWNER of eighty percent (80%) of the total amount due or \$ _____ after receipt of the following:
 - a. Fully executed copy of this Agreement;
 - b. Vessel is turned into RBRA by the VESSEL OWNER; and
 - c. VESSEL OWNER fills out and returns to RBRA fully executed Voluntary Turn-In Program (VTIP) form, if applicable, which shall be attached to this Agreement as **Exhibit A**.
 - d. Documentation that sufficiently provides that VESSEL OWNER is housed for purposes of meeting the requirements set forth in the

Buy-Back Program, which shall be attached to this Agreement as

Exhibit B.

RBRA will make the second and final payment of twenty percent (20%) of the total amount due or \$ _____ sixty (60) days after the first payment if the VESSEL OWNER has complied with the terms of this Agreement.

2. VESSEL RETURN. VESSEL OWNER agrees that he/she/they will within 5 days of the date of execution of this Agreement turn their VESSEL into RBRA staff for immediate removal from Richardson Bay and agree to permit RBRA to destroy the VESSEL.
3. VESSEL OWNER REPRESENTATION. VESSEL OWNER agrees that he/she/they will comply with all federal, state and local laws, including RBRA ordinances, which includes the 72-hour requirement for anchoring in Richardson Bay. VESSEL OWNER agrees that he/she/they will not bring any new vessel or return any vessels to Richardson Bay or any Marin County waters unless the vessel is seaworthy, registered in VESSEL OWNER's name, and complies with all RBRA ordinances, including the 72 hour requirement or has a legal permit.
4. PAYMENT RECOVERY. VESSEL OWNER understands that failure to comply with the conditions set forth in this Agreement may subject the VESSEL OWNER to an action for breach of this Agreement, including recovery of all funds expended by RBRA, and any other actions permissible by law.
5. RELEASE. VESSEL OWNER hereby releases and forever discharges RBRA from any and all claims, demands, causes of action, damages and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, including

but not limited to claims for personal injuries, property damage and violations of civil rights which VESSEL OWNER ever had, now has, or claims to have against RBRA arising out of VESSEL OWNER's anchoring of this VESSEL or any prior vessel that VESSEL OWNER had anchored in Richardson Bay prior to the execution of this Agreement.

6. RBRA TO BE HELD HARMLESS. VESSEL OWNER shall defend, indemnify, and hold harmless RBRA, its agents, officers and employees from and against all claims, suits, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees arising out of, or resulting from losses to anyone who may be injured or damaged by reason of the omissions, willful misconduct, negligence or wrongful acts of VESSEL OWNER, including but not limited to any disputes related to VESSEL ownership.
7. COVENANT NOT TO SUE. VESSEL OWNER hereby covenants and agrees never to commence, assist in any way, prosecute or cause, permit or advise to be commenced or prosecuted against RBRA any action at law, suit in equity, or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities of any nature whatsoever, including actions by insurance companies, whether or not now known, suspected or claimed, which VESSEL OWNER ever had, now has, or hereafter may have or claims to have against RBRA arising out of the VESSEL referred to and described in this Agreement or any prior vessel that VESSEL OWNER had anchored in Richardson Bay prior to the execution of this Agreement.

8. WAIVER UNDER CIVIL CODE SECTION §1542. VESSEL OWNER hereby waives the provisions of §1542 of the Civil Code of the State of California, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

VESSEL OWNER understands that he/she/they may have sustained damages which have not manifested themselves and which are presently unknown or unanticipated, but nevertheless, VESSEL OWNER in consideration of this Agreement, deliberately intend to and do hereby release and waive these possible future claims arising out of the VESSEL referred to and described in this Agreement or any prior vessel that VESSEL OWNER had anchored in Richardson Bay prior to the execution of this Agreement.

9. INCORPORATION OF EXHIBITS. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.
10. ENTIRE AGREEMENT. This Release And Compromise Agreement and the Exhibits contain the entire agreement between the parties hereto. The terms of this Release are contractual and not a mere recital. None of the parties has made any statement, representation, or warranty in connection herewith, except as expressly set forth herein, which has been relied upon by the other parties or which acted as an inducement for the other parties to enter into this Agreement. The undersigned has carefully read and understands the contents of this Release and signs the same as his own free act.

EXECUTED on this _____ day of _____, _____, at _____,
California.