

Return To:
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

DRAFT Misc. Agrmt # 4601

**WATERSHED PROTECTION AGREEMENT
110 CROWN ROAD, KENT WOODLANDS
MARIN COUNTY, CA**

APN: 075-161-01, 075-161-02, and 197-120-16

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, by and between **JAMES V AND CHERYL BABCOCK** hereinafter called "Owner", and **MARIN MUNICIPAL WATER DISTRICT**, hereinafter called "District", as follows:

WHEREAS, the Owner has possession and owns the real property described in Exhibit A ("Property") (APN 075-161-01 and -02), which lies adjacent to watershed lands of the District, and

WHEREAS, the District has possession and owns the real property described in Exhibit B ("Watershed") (APN 197-120-16), which property includes Phoenix Lake, and

WHEREAS, the District has the responsibility for protecting the quantity and quality of water on the Watershed, and

WHEREAS, the Owner and the District desire that improvements, activities and uses ("Improvements") on the Property not have an adverse impact on the watershed, and

WHEREAS, the Owner desires to enter into a Watershed Protection Agreement ("Agreement") with the District to comply with the following conditions:

1. Owner and District agree on a lot line adjustment which would eliminate all encroachments on the Real Property and the Watershed.
2. All improvements and uses on the Real Property shall be constructed, maintained and carried out in such a manner that no increase in pollution or sedimentation of the Watershed will occur. Runoff and erosion in excess of natural levels shall be prevented and all woody vegetation shall be protected by the Owner, following the principles and standards of development set forth in Exhibit C. The location and manner of all Improvements which may affect the quality of water on the Watershed, including, but not limited to, houses, garages, barns, stables, out buildings, corrals, paddocks, cuts and fills, roads, erosion control measures, septic tanks, leach fields, stock ponds, and the application of pesticides, herbicides, fertilizers, chemicals or other soluble

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agents on the property or in any reservoir thereon shall be in strict compliance with requirements which the District may impose which are reasonable to prevent any reduction in water inflow or that increase pollution or sedimentation on the Watershed over present levels.

3. The District shall review the Owner's plans only for matters which affect the quantity and quality of water on the Watershed, as referenced in Paragraph 2 above and in Exhibit C. The District shall utilize the Marin County Community Development Agency planning process to review and comment upon any proposed development or uses. No District approval shall be unreasonably withheld. In the event that the County does not exercise jurisdiction, then approval shall be required from the District in accordance with District rules and regulations, as defined below:

The Owner shall notify the District, request a review of the Owner's plans, and obtain written approval in accordance herewith before commencing construction of any improvements. The District shall review and provide approval or written objections to the Owner's plans within thirty days after the Owner requests review. If the District cannot complete its review within thirty days due to complexity, the District within said thirty days shall notify the Owner in writing. The notification in writing shall extend the review period to sixty days. If the District does not object to the Owner's within either the thirty or sixty day period, then such plans are deemed approved.

4. District inspectors, after reasonable prior notice to the Owner, may enter the Property at any reasonable time to monitor activities or uses which may affect the quantity or quality of water on the Watershed, and/or inspect such improvements and uses for compliance with terms of this Agreement and any approved plans. In the event of an emergency situation, which is affecting or threatening to affect the water quality of the Watershed, the District shall attempt to notify the Owner before entering the real property described in Exhibit A.
5. All Improvements which are constructed or initiated on the Property contrary to the requirements of this Agreement or in violation of the plans approved by the Marin County Community Development Agency shall be removed, abated, or modified to conform to the conditions of this Agreement, at the Owner's expense. Should the Owner fail to make the necessary changes within a reasonable period, after notice and demand from the District, the

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District may bring an action against the Owner to enforce the conditions of this Agreement. This shall in no way limit or substitute the District's normal police powers to abate health and safety concerns immediately. Owner further agrees to pay the cost to remove any hazardous or polluting substances deposited on the Watershed, as a result of any Improvements.

6. The Owner and the District shall devise an appropriate fire break on the Property that shall be approved by the Kent Woodlands Fire District.

7. Should the District establish fees for plan review, pursuant to the law, the Owner shall pay the cost of plan review performed by the District pursuant to Paragraph 3 of this Agreement.

8. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs as determined by the court.

9. This Agreement is a restriction against the Property for the benefit of the Watershed and shall run with the land and is binding upon the heirs, successors or assigns of the District and Owners.

OWNERS:

Dated: _____ Signed: _____
James V. Babcock

Dated: _____ Signed: _____
Cheryl Babcock

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By: _____
Paul Helliker
General Manager

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Attest: _____
Secretary

MMWD Seal:

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EXHIBIT A

That certain real property described in the Deed Book 215, Page 337, recorded June 11, 1920, in the Official Records of the Marin County Recorder's Office, Marin County, California. APN 197-120-16.

EXHIBIT B

That certain property described as the Lands of Babcock, recorded under document number 2002-0092982, on October 21, 2002, Assessor's Parcel Numbers 075-161-01 and 075-161-02.

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EXHIBIT C

Principles and Standards for Development

Development and maintenance of the Improvements shall be accomplished in a manner which minimizes any adverse impact upon the natural or existing topography and vegetation of the Watershed. Runoff and erosion in excess of natural levels shall be protected using the following standards:

1. Woody vegetation shall not be removed except in connection with activities related to construction and maintenance of the Improvements, approved by the District.
2. Soil disturbance for construction and maintenance of the Improvements shall be limited to the smallest surface area and volume of soil practical and for the shortest practical duration.
3. Surface runoff rates in excess of pre-construction levels shall not enter the Watershed. Site runoff shall be retained on-site and released at pre-construction levels.
4. On-site facilities for the retention of sediments, produced as a result of construction of the Improvements, shall be provided during the construction and upon completion of the Improvements. Plans for processing the sediment shall be submitted at the time of processing project plans for the Improvements.
5. Roadway and trail development and alignment shall conform as much as possible to existing topography to minimize erosion.
6. Areas where woody vegetation has been removed, shall be re-planted using the Districts recommendations for vegetation management.
7. Exposed soil surfaces, including re-planted areas, shall be stabilized by District approved erosion control measures.