

Attachment O
Agreement RE:
Drainage and Flood Control System

Cathrein Estates
PLN990330

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Recording Requested by
and When Recorded Return To:
MONTEREY COUNTY WATER
RESOURCE AGENCY
PO Box 930
Salinas, CA 93902

AGREEMENT RE: DRAINAGE AND FLOOD CONTROL SYSTEMS

*WPK
wmk
and*

THIS AGREEMENT is made and entered into by and between Catherein Land LLC, a California Limited Liability Company ("Developers") and the Monterey County Water Resources Agency, a statutorily created California public agency ("Agency").

*map
4/18/13*

map N 7/23/13 A

WITNESSETH:

WHEREAS, Developers are the owners of certain real property located in Monterey County, California, described in Exhibit "A" attached hereto and made a part hereof ("Subdivision");

WHEREAS, an application for subdivision of the Subdivision was filed with the County of Monterey;

*WPK
wmk*

*map
7/15/13*

*Board
7/15/13*

WHEREAS, on May 4, 2004, the Board of Supervisors of the County of Monterey pursuant to Resolution No. 04-151 and Exhibits "I", "J" and "L", said Board approved a tentative subdivision map for the Subdivision under the name of Cathrein Estates

(PLN990330) subject to certain conditions stated in Planning Commission Resolution No. 04007 (Exhibit "L")

*map
7/15/13*

dated February 25, 2004 on file with the Clerk of the Board of Supervisors and incorporated by this reference:

*WPK
wmk*

WHEREAS, Condition Number 25 of said Resolution provides as follows:

If the homeowners' association after notice and hearing fails to properly maintain, repair or operate the drainage and flood control facilities in the project, Monterey County Water Resources Agency shall be granted the right by the property owners to enter any and all portions of the property to perform the repairs, maintenance or improvements necessary to properly operate the drainage and flood control facilities in the project. The County Water Resources Agency shall have the right to collect the cost for said repairs, maintenance or improvements from the property owners upon their property tax bills. A hearing shall be provided by the Board of Supervisors as to the appropriateness of the

cost. An agreement to this effect shall be entered into concurrent with filing of the final map of the first phase of the subdivision.

WHEREAS, Developers have agreed to the imposition of the foregoing condition and are ready, willing, and able to comply therewith;

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the parties agree as follows:

1. Homeowners' Association. Developers shall cause to form a homeowners' association under the name of Cathrein Estates Homeowners Association (the "Association") or similar name. As set forth in the Declaration of covenants, conditions and restrictions for the Cathrein Estates Subdivision, the Association shall have the obligation to maintain, repair and improve Association property and the power to maintain, repair, and improve certain private property in the Subdivision in the event the owner thereof fails to do so.

2. Maintenance of Drainage and Flood Control Systems. The Association shall be responsible for properly maintaining, repairing, improving, and operating the drainage and flood control systems located within the Cathrein Estates Subdivision in the event the individual lot owners of the lot(s) in which the improvements are located fails to do so. In the event of a private lot owner's failure to properly maintain, repair, operate, or improve the drainage and flood control system located on his/her/its property, the Association shall perform or cause to be performed the necessary work, at that owner's cost. The process by which inspections, maintenance, repairs and improvements are to be made is as follows:

a. An annual inspection of all drainage and flood control systems within the Cathrein Estates Subdivision shall be performed by a private engineer employed by the Association. A written report of the inspection shall be delivered to the Agency for review and approval no later than August 15 of each year.

b. The Agency, after reviewing the inspection report, may elect to conduct its own inspection of the drainage facilities within the Cathrein Estates Subdivision. Prior to any such inspection, the Agency shall give the property owner prior written notice of its desire for an on-site inspection.

c. If the on-site inspection reveals deficiencies in the drainage and flood control systems, the Agency shall give written notice to the Association and the property owner setting forth the deficiencies found, the actions required to correct those deficiencies and the date by which those corrective actions must be taken, which shall be no sooner than fifteen (15) days after the notice date.

d. If the property owner fails to take the required corrective actions within the time allowed, the Agency shall give written notice to the property owner and the Association informing the property owner of its right to a hearing before the Board of Supervisors regarding the necessity of the work and stating the estimated costs of the work. The hearing shall be held not less than five (5) days before the Agency begins the repair, maintenance or improvement work. The property owner may participate in the hearing orally or in writing, by itself or through a representative.

e. If the Agency has complied in good faith with the provisions above set forth, and a determination has been made at the hearing that the corrective actions are required, then it shall have the right to enter any and all portions of the Subdivision to perform the necessary maintenance, repair or improvement work. Upon completion of that work, the Agency shall advise the property owner, in writing, of the actual costs of that work. The property owner shall have the right to contest the costs of work by a hearing before the Board of Supervisors.

f. The Agency shall have the right to collect from the owners of the lots in the Cathrein Estates Subdivision upon which lots the work was performed the costs for such work

approved by the Board of Supervisors at the hearing. The cost shall be added to the property tax bills of the particular lot owners.

All notices shall be in writing and shall be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent first-class, postage prepaid.

3. Recordings. The parties or either of them shall cause this agreement to be recorded concurrently with the filing of the final map for the subdivision in the Official Records of the Monterey County Recorder, California.

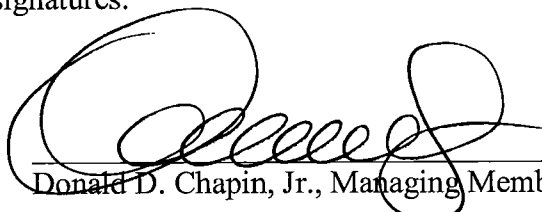
4. Binding Effect. This Agreement inures to the benefit of, and is binding on, the parties and their respective successors and assigns. The covenants contained herein shall run with the land which is the subject of this Agreement.

5. Entire Agreement. This Agreement contains the entire Agreement among the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting these matters

6. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, Developers and Agency have executed this Agreement on the day and year set opposite their respective signatures.

Dated: 3-5-13



Donald D. Chapin, Jr., Managing Member

CATHERINE LAND LLC,
A CALIFORNIA LIMITED
LIABILITY COMPANY
map 7/23/2013

AK TFK
WMK

William M. Kelley and Nicole F. Kelley, as owners of Open Space Parcel "C"

Dated: 2-27-13

[Signature]
William M. Kelley

Dated: 2-28-13

[Signature]
Nicole F. Kelley

AGENCY

Monterey County Water Resources Agency

Dated: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY: AS REVISED AT PG. 1 & PG. 4 ^{map} 7/23/13
County Counsel, CHARLE J. MCKEE

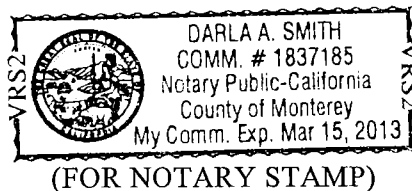
By: [Signature] 7-23-2013
MARY GRACE PERRY, DEPUTY

STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 3/5/13 before me, Darla A Smith, Notary Public, personally appeared Donald D. Chapin Jr., who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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 [Signature]



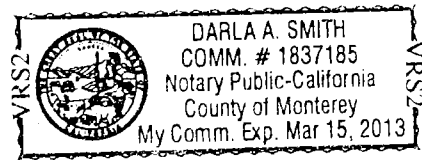
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 2/27/13 before me, Darla A Smith, Notary Public, personally appeared William M. Kelley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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 Darla A Smith



(FOR NOTARY STAMP)

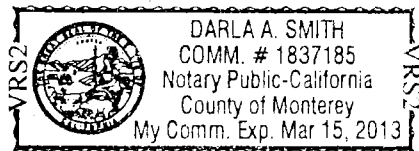
STATE OF CALIFORNIA
COUNTY OF MONTEREY

On 2/28/13 before me, Darla A Smith, Notary Public, personally appeared Nicole F. Kelley, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(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 Darla A Smith



(FOR NOTARY STAMP)

EXHIBIT "A"

Real property situated in the County of Monterey, State of California, described as follows:

Beginning at a stake marked "Road" at the Northwest corner of a tract of 47.80 acres, (now or formerly) owned by George Grant, said stake being on the South side of a County Road, 40 feet in width, which runs along the South line of the Poole Purchase on the Bolsa Nueva y Moro Cojo Rancho, and is North 87° 20' West chains from the Westerly line of the Los Vergeles Rancho; thence (the magnetic variation being 16° 30' East) South 1° 15' West along the Westerly line of said George Grant's land 10 chains to a stake from which a live oak 4" in diameter marked B.T. bears S. 70¾° West distant 11½ links; thence South 17° 30' West, 15.12 chains to a stake in a fence on the North boundary of (now or formerly) Herbert's Land; thence along the fence South 74° 30' West, 38 chains to the corner of fences at the Southeast corner of Peterson's land; thence along a fence North 27° 40' West, 15.95 chains to a stake in fence North 16° 45' West, 13.67 chains to the Southerly side of a County Road; thence along said road North 59° 45' East, 17.84 chains to turn in road, 20 feet South of the South boundary of the Poole Purchase; thence South 87° 20' East, 37.28 chains to the place of beginning and being a portion of Lot 14 of Section "D" of the Rancho aforesaid.

A.P. No. 125-291-001

Exhibit A Page 1 of 3

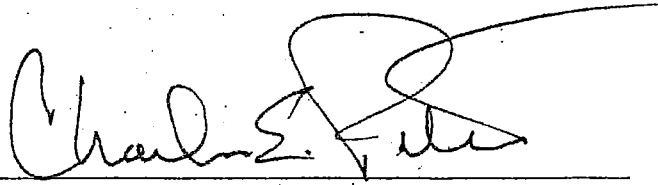
**OPEN SPACE PARCEL C
PORTION OF LOT 17
APN 125-621-017
HIDDEN CANYON RANCH**

Certain real property, situate in Monterey County, California, particularly described as follows:

Beginning at a 1" iron pipe, LS 3880, said iron pipe being the most southerly common corner of Lots 17 and 18, as said lots are shown on that certain map entitled "Tract No. 1316, Hidden Canyon Ranch Subdivision, etc.", recorded in Volume 20 of Cities and Towns at Page 16, records of Monterey County, California; thence running along the common boundary between said lots

- 1) N 01° 25' 34" W, 426.40 feet to a point on the southerly boundary of a 30 foot wide private road (P.R.E.) and public utilities (P.U.E.) easement shown as "Donnys Ridge Road"; thence leaving said common boundary and running along said southerly boundary
- 2) Easterly 302.80 feet along the arc of a circular curve, the center of which bears N 02° 37' 00" W, 365.00 feet distant, through a central angle of 47° 31' 56" to a point on the westerly boundary of a 30 foot wide private driveway (P.D.E.), public utilities (P.U.E.), and storm drain (S.D.E.) easement, as said easement is shown on said map; thence running along said westerly boundary
- 3) S 10° 05' 29" E, 143.79 feet; thence
- 4) Southerly 133.20 feet along the arc of a circular curve, the center of which bears S 79° 54' 31" W, 360.00 feet distant, through a central angle of 21° 11' 55"; thence
- 5) S 11° 06' 27" W, 145.82 feet to a point on the northerly line of a well lot easement, as said easement is shown on said map; thence leaving said westerly boundary and running along said well lot boundary
- 6) N 80° 32' 39" W, 5.57 feet; thence
- 7) S 09° 27' 21" W, 40.00 feet; thence
- 8) S 80° 32' 39" E, 5.50 feet; thence leaving said well lot boundary and running
- 9) S 01° 25' 34" E, 111.54 feet to a point on the southerly boundary of said Lot 17; thence running along said southerly boundary

10) N 87° 25' 14" W, 245.25 feet to the POINT OF BEGINNING and containing 2.940 acres, more or less.



Charles E. Potter
R.C.E. 25705
Exp. 12-31-05

