

Mark and Sarah Roos
PO Box 591
Nicasio, CA 94946
415-297-1674

LETTER OF TRANSMITTAL

DATE: 2020.06.08

PROJECT: BUILDING PERMIT Tracking #85260
6775 Lucas Valley Rd., Nicasio

Roos Design Review, Planning Division Project ID P2785
6775 and 6847 Lucas Valley Road, Nicasio

SUBJECT: Domestic Water Supply Permit Application

TO: Rebecca Carnahan Gondola, REHS
Marin County Environmental Health Services

WE ARE ENCLOSING 3 COPIES OF EACH OF THE FOLLOWING:

Quantity	Size	Date	Description
1	8-1/2" x 11"	2020.06.08	Application to Operate a Domestic Water Supply
1	8-1/2" x 11"	2020.06.04	Water Treatment Proposal
2	8-1/2" x 11"	2020.04.17	Water Analysis Report - Bacterial
4	8-1/2" x 11"	2020.05.11	Water Quality Tests - Inorganic
1	8-1/2" x 11"	2020.05.08	Water Quality Tests - Cyanide
1	8-1/2" x 11"	2020.05.11	Water Quality Tests - Asbestos
1	8-1/2" x 11"	2020.06.01	Water Quality Tests - Asbestos after treatment
1	8-1/2" x 11"	2006.06.10	Well Completion Report - Well #2
1	8-1/2" x 11"	2020.06.08	Additional Information
14	8-1/2" x 11"	No date	Draft Easement and Maintenance Agreement
2	22" x 34"	2020.05.26	Civil Plan Sheets C5 and C8

REMARKS

For review.

SIGNED



If enclosures are not as listed, please notify us at once.

COMMUNITY DEVELOPMENT AGENCY

Environmental Health Services
3501 Civic Center Drive, Rm. 236
San Rafael, CA 94903
(415) 499-6907 FAX (415) 507-4120

OFFICE USE ONLY
Receipt # _____
Check # _____
Date _____
Received by _____
PERMIT # _____

APPLICATION TO OPERATE A DOMESTIC WATER SUPPLY (check those that apply)

Operate Domestic Water Supply
Amend an Existing Permit: Add Homes Add Water Sources Modify Treatment

CONTACT PLANNING IF THE WELL OR WATER SYSTEM SITE IS LOCATED IN THE COASTAL ZONE

OWNER'S NAME: Mark & Sarah Roos 2000 Living Trust SITE ADDRESS: 6847 Lucas Valley Rd.
Mailing Address: PO Box 591 Nicasio, CA 94946
Nicasio, CA Zip 94946 ASSESSOR'S PARCEL(S) # 121-180-11
Email: mark@bbinet.com 121-180-12
Phone: (415)297-1674 Fax: () 121-152-01

WELL / PUMP SPEC.: _____ CONSULTANT: Gary Mickelson
Mailing Address _____ Mailing Address: PO Box 2689
_____ Zip _____ Petaluma, CA Zip 94953
Email: _____ Email: gary@jdydpumpwell.com
Phone: () Fax: () Phone: (707)762-1473 Fax: ()

Complete if applying to operate a domestic water supply:

- A. Primary water source for the house is a: well spring infiltration gallery other _____
Total number of wells/springs on the property 2
- B. How many parcels will be served by the domestic water system? 2 If two or more, include the APN and street addresses and landowners name and phone numbers (add page if necessary) _____
121-152-01, 6847 Lucas Valle y Rd., main residence; 121-180-12, 6775 Lucas Valley Rd., caretaker residence;
Both owned by Mark & Sarah Roos 2000 Living Trust, 415-297-1674
- C. If the well is located on another lot, include the APN, street addresses, landowner's name/contact: _____
121-180-11, 6847 Lucas Valley Rd., Mark & Sarah Roos 2000 Living Trust, 415-297-1674
- D. How many total residences (homes, second units, apt. units, etc.) will be served by the water system?
 one two to four 5 to 14 (SSWS) 15 or more (PWS). Specify number if over one 2
- E. One or more parcels are are NOT located in the Coastal Zone.
- F. One or more parcels are are NOT located within a water district or a public water system.

Include the following in the submittal:

1. Bacteriological tests, sampling date: 4/16/20
2. Chemical tests, sampling date: 4/21/20 & 5/8/20
3. Yield test date/ GPM: _____ / _____
4. Well drillers report: WCR# 0916379 for Well #2; none for Well #1
5. Plans
6. Treatment proposal
7. Easements/ maintenance agreements, as needed
8. Water storage, for drinking only, in gallons: 3,000 of an 8,000 gallon cement tank

Signed by: Gary Mickelson Date: 6-8-20
PRINT Gary Mickelson Title: Partner/Water Operator

WATER TREATMENT PROPOSAL

(Private water systems only)

Water system designer: Gary Mickelson Company: Jerry and Don's Yager Pump & Well Service Date: 06/04/20

Mailing Address PO Box 2689 Petaluma, CA 94953 Phone / FAX 707-762-1473

1. Owners Name(s) Mark & Sarah Roos Site Address 6847 Lucas Valley Rd. Nicasio, CA
2. Mailing Address PO Box 591 Nicasio, CA 94946 Phone / FAX 415-297-1674
3. Source(s): Well X Spring Surface water Other
4. Type of WS: State Small (5-14 homes, 2+ lots) Common (2-4 lots, up to 4 homes) X Individual (one lot)
5. Number of residences: 2
6. Storage: a) Material of Tank: Cement b) Feeds system by: Gravity Pressure X
- c) Volume (total) 8,000 d) Volume (domestic water) 3,000 e) Volume (fire protection) 5,000
7. Distribution System: Diameter of main lines 1" & 1 1/4" Type of Plumbing Material PVC & Copper
Submit sketch that identifies water sources (domestic and irrigation), distribution lines, storage tanks, treatment units.
8. Treatment System: Design flow rate through treatment system 8 GPM

Constituent To Be Treated	Treatment Equipment Proposed
Well #2 Asbestos	Filter Ag Plus Media, 1 Micron Absolute Filter

Describe the system from start to end, including water source(s), treatment equipment, storage tanks and distribution in the order that the components will be installed. Include operational parameters and attachments, if necessary.

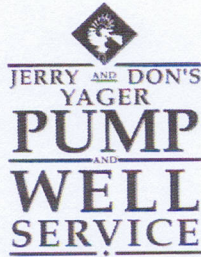
Attach manufacturers' specification sheets for all treatment components and the water quality test results.

The water is pumped from the two wells through a common pressure tank, then a common water line to a 8,000 gallon cement storage tank next to the granny unit. The water is pumped from the cement tank with a 25 gallon Goulds Booster Pump to irrigation and to each house. At each house there is a filter Ag plus automatic backwash filter and a twin 1 Micron Absolute filter to reduce the asbestos. A field test was completed with the filters and the test results are attached.

9. Maintenance or Operation Schedule: Submit a separate schedule, intended for the homeowner, that organizes weekly, monthly and yearly maintenance tasks.

Comments: Filter Ag plus media will last 3-4 years. 1 micron filter will be replaced every three months.

Approved by:  Date: 6/4/20



WATER ANALYSIS REPORT

Date Report Prepared: 4/17/2020
Customer Name: Mark Roos
Mailing/Billing Address: P.O. Box 591
City & State: Nicasio, CA 94946
Sample Taken By: Gary M.

Location of Sample (Address & Collection Point): 6847 Lucas Valley Rd. – Well #1

Date Sample Collected: 4/16/20
Date Sample Testing Completed: 4/17/20

Recommended Levels:	Sample Result Level(s):
Bacteria (Coliform) Less than 1 M.P.N.*	<u><1.0</u>
Bacteria (E. Coli) Less than 1 M.P.N.*	<u><1.0</u>

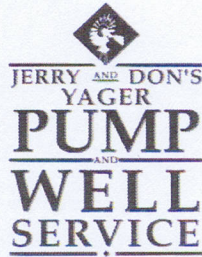
*The M.P.N. is the Most Probable Number

Comments

Bacteriological Interpretation — Not Contaminated

IMPORTANT INFORMATION:

Our liability for error or omissions is expressly limited to the amount paid for the analysis. The intent of this report is to provide information concerning the basic mineral makeup of the above tested water supply. This report does not include analysis for bacteria or any other health related contaminants, unless noted. This analysis is not suitable for determining the safety of a drinking water supply and is intended for the exclusive use of our client named above.



WATER ANALYSIS REPORT

Date Report Prepared: 4/17/2020

Customer Name: Mark Roos

Mailing/Billing Address: P.O. Box 591

City & State: Nicasio, CA 94946

Sample Taken By: Gary M.

Location of Sample (Address & Collection Point): 6847 Lucas Valley Rd. – Well #2

Date Sample Collected: 4/16/20

Date Sample Testing Completed: 4/17/20

Recommended Levels:	Sample Result Level(s):
Bacteria (Coliform) Less than 1 M.P.N.*	<u><1.0</u>
Bacteria (E. Coli) Less than 1 M.P.N.*	<u><1.0</u>

*The M.P.N. is the Most Probable Number

Comments
Bacteriological Interpretation — Not Contaminated

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BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

May 11, 2020

Sample Collected: 04/21/20
Sample Received: 04/21/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

LOG NUMBER

420-7669-72

Sample Description:

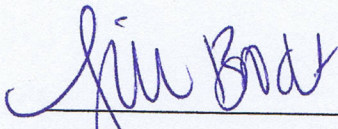
Well #1

ANALYSIS

Calculated Hardness as CaCO ₃ mg/L (Std. Mthds. 2340 B, 2011)	63.
Calcium mg/L (Std. Mthds. 3111 B, 2011)	17.
Magnesium mg/L (Std. Mthds. 3111 B, 2011)	4.8
Sodium mg/L (Std. Mthds. 3111 B, 2011)	17.
Sulfate mg/L (EPA Mthd. 300.0)	9.7
Chloride mg/L (EPA Mthd. 300.0)	30.
Nitrate as N mg/L (EPA Mthd. 300.0)	0.76
Nitrite N mg/L (EPA Mthd. 300.0)	<0.40
Fluoride mg/L (EPA Mthd. 300.0)	0.18
pH Std. units (Std. Mthds. 4500-H ⁺ B, 2011)	7.2
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	240.
Turbidity NTU (Std. Mthds. 2130 B, 2011)	0.25

P.O. 52680

BRELJE AND RACE LABORATORIES, INC.



JILL BRODT, LABORATORY MANAGER
JB:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

May 11, 2020

Sample Collected: 04/21/20
Sample Received: 04/21/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

LOG NUMBER

420-7669-72

Sample Description:

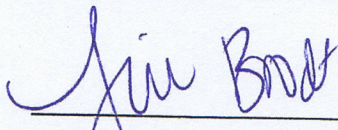
Well #1

ANALYSIS

Aluminum µg/L (EPA Mthd. 200.8)	<50.
Antimony µg/L (EPA Mthd. 200.8)	<6.0
Arsenic µg/L (EPA Mthd. 200.8)	<2.0
Barium µg/L (EPA Mthd. 200.8)	<100.
Beryllium µg/L (EPA Mthd. 200.8)	<1.0
Cadmium µg/L (EPA Mthd. 200.8)	<1.0
Chromium µg/L (EPA Mthd. 200.8)	22.
Copper µg/L (EPA Mthd. 200.8)	<50.
Iron µg/L (Std. Mthds. 3111 B, 2011)	<100.
Manganese µg/L (EPA Mthd. 200.8)	<20.
Mercury µg/L (EPA Mthd. 200.8)	<1.0
Nickel µg/L (EPA Mthd. 200.8)	<10.
Selenium µg/L (EPA Mthd. 200.8)	<5.0
Silver µg/L (EPA Mthd. 200.8)	<10.
Thallium µg/L (EPA Mthd. 200.8)	<1.0
Zinc µg/L (EPA Mthd. 200.8)	<50.

P.O. 52680

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JILL BRODT, LABORATORY MANAGER
JB:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

May 11, 2020

Sample Collected: 04/21/20
Sample Received: 04/21/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

LOG NUMBER

420-7673-6

Sample Description:

Well #2

ANALYSIS

Calculated Hardness as CaCO ₃ mg/L (Std. Mthds. 2340 B, 2011)	210.
Calcium mg/L (Std. Mthds. 3111 B, 2011)	4.5
Magnesium mg/L (Std. Mthds. 3111 B, 2011)	49.
Sodium mg/L (Std. Mthds. 3111 B, 2011)	6.9
Sulfate mg/L (EPA Mthd. 300.0)	7.9
Chloride mg/L (EPA Mthd. 300.0)	24.
Nitrate as N mg/L (EPA Mthd. 300.0)	0.51
Nitrite N mg/L (EPA Mthd. 300.0)	<0.40
Fluoride mg/L (EPA Mthd. 300.0)	0.12
pH Std. units (Std. Mthds. 4500-H ⁺ B, 2011)	8.1
Total Dissolved Solids mg/L (Std. Mthds. 2540 C, 2011)	170.
Turbidity NTU (Std. Mthds. 2130 B, 2011)	0.45

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JILL BRODT, LABORATORY MANAGER

JB:lja

Page 1 of 2



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

May 13, 2020

Sample Collected: 04/21/20
Sample Received: 04/21/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

LOG NUMBER

420-7673-6

Sample Description:

Well #2

ANALYSIS

Aluminum µg/L (EPA Mthd. 200.8)	<50.
Antimony µg/L (EPA Mthd. 200.8)	<6.0
Arsenic µg/L (EPA Mthd. 200.8)	<2.0
Barium µg/L (EPA Mthd. 200.8)	130.
Beryllium µg/L (EPA Mthd. 200.8)	<1.0
Cadmium µg/L (EPA Mthd. 200.8)	<1.0
Chromium µg/L (EPA Mthd. 200.8)	2.9
Copper µg/L (EPA Mthd. 200.8)	<50.
Iron µg/L (Std. Mthds. 3111 B, 2011)	<100.
Manganese µg/L (EPA Mthd. 200.8)	<20.
Mercury µg/L (EPA Mthd. 200.8)	<1.0
Nickel µg/L (EPA Mthd. 200.8)	<10.
Selenium µg/L (EPA Mthd. 200.8)	<5.0
Silver µg/L (EPA Mthd. 200.8)	<10.
Thallium µg/L (EPA Mthd. 200.8)	<1.0
Zinc µg/L (EPA Mthd. 200.8)	<50.

P.O. 52680

BRELJE AND RACE LABORATORIES, INC.

JILL BRODT, LABORATORY MANAGER

JB:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

February 28, 2020

Sample Collected: 05/08/20
Sample Received: 05/08/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

<u>LOG NUMBER</u>	<u>520-8779</u>	<u>520-8780</u>
Sample Description:	Well #1	Well #2

ANALYSIS

Cyanide $\mu\text{g/L}$
(Kelada-01)

ND

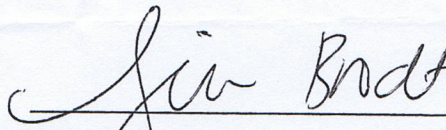
ND

Note: ND means "none detected" at the reporting limit 1.0 $\mu\text{g/L}$.

Analyses performed by an approved outside laboratory.

P.O. 52680

BRELJE AND RACE LABORATORIES, INC.



JILL BRODT, LABORATORY MANAGER
JB:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

May 11, 2020

Sample Collected: 04/16/20
Sample Received: 04/16/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

<u>LOG NUMBER</u>	<u>420-7412</u>	<u>420-7414</u>
Sample Description:	Well #1	Well #2

ANALYSIS

Asbestos MFL (EPA Mthd. 100.2)	ND	14.*
-----------------------------------	----	------

Note: ND means "none detected" at the reporting limit.

* Type of Asbestos found: Chrysotile

Analyses performed by an approved outside laboratory.

P.O. 52677

BRELJE AND RACE LABORATORIES, INC.

JILL BRODT, LABORATORY MANAGER

JB:lja



BRELJE AND RACE LABORATORIES, INC.

Providing quality laboratory analysis since 1967

June 1, 2020

Sample Collected: 05/19/20
Sample Received: 05/19/20
Collected By : GM/Jerry & Don's

Jerry & Don's Pump & Well
P.O. Box 2689
Petaluma, CA. 94953

Mark Roos
6847 Lucas Valley Rd.

LOG NUMBER

520-9343

Sample Description:

Well #2
After Test Filter

ANALYSIS

Asbestos MFL
(EPA Mthd. 100.2)

ND

Note: ND means "none detected" at the reporting limit.

Analyses performed by an approved outside laboratory.

P.O. 53053

BRELJE AND RACE LABORATORIES, INC.

JILL BRODT, LABORATORY MANAGER

JB:lja

STATE OF CALIFORNIA
WELL COMPLETION REPORT
Refer to Instruction Pamphlet

DWR USE ONLY -- DO NOT FILL IN

02 NO 7 W 06

STATE WELL NO./STATION NO.

31 8 02 59 1 22 40 13 1

LATITUDE LONGITUDE

APN/TRS/OTHER

Page 1 of 1

Owner's Well No. WELL #1

No. **0916379**

Date Work Began 10/6/2006, Ended 10/17/2006

Local Permit Agency Marin County Environmental

Permit No. 05/06-13 Permit Date 10/19/2005

GEOLOGIC LOG

WELL OWNED

ORIENTATION (✓) VERTICAL HORIZONTAL ANGLE (SPECIFY)

DRILLING METHOD Mud Rotary FLUID Bentonite

DEPTH FROM SURFACE		DESCRIPTION <i>Describe material, grain, size, color, etc.</i>
Ft.	to Ft.	
0	3	Loam
3	5	Brown, sandy clay
5	7	Sandy gravel
7	13	Brown clay, sand, gravel
13	15	Brown, sandy clay
15	17	Brown, clayee sand, gravel
17	25	Brown and gray clayee sand, gravel
25	30	Brown, clayee sand, gravel
30	40	Tighter conglomerate sand, gravel
40	55	Blue and green glassy rock, churt, fractured
55	110	Green and white rock with churt
110	120	Green and blue rock
120	150	Green and blue rock with white banding

TOTAL DEPTH OF BORING 150 (Feet)
TOTAL DEPTH OF COMPLETED WELL 150 (Feet)

WELL LOCATION

Address 6847 Lucas Valley Road
City Nicasio CA
County Marin

APN Book 121 Page 152 Parcel 01
Township _____ Range _____ Section _____

Latitude _____
DEG. MIN. SEC. DEG. MIN. SEC.

LOCATION SKETCH

NORTH _____
WEST _____ EAST _____
SOUTH _____

ACTIVITY (✓)
 NEW WELL
MODIFICATION/REPAIR
— Deepen
— Other (Specify) _____

— DESTROY (Describe Procedures and Materials Under "GEOLOGIC LOG")

PLANNED USES (✓)
WATER SUPPLY
— Domestic — Public
— Irrigation — Industrial

MONITORING _____
TEST WELL _____
CATHODIC PROTECTION _____
HEAT EXCHANGE _____
DIRECT PUSH _____
INJECTION _____
VAPOR EXTRACTION _____
SPARGING _____
REMEDIATION _____
OTHER (SPECIFY) _____

Illustrate or Describe Distance of Well from Roads, Buildings, Fences, Rivers, etc. and attach a map. Use additional paper if necessary. PLEASE BE ACCURATE & COMPLETE.

WATER LEVEL & YIELD OF COMPLETED WELL

DEPTH TO FIRST WATER N/A (Ft.) BELOW SURFACE

DEPTH OF STATIC WATER LEVEL 12 (Ft.) & DATE MEASURED 10/17/2006

ESTIMATED YIELD 2 (GPM) & TEST TYPE Air Developed

TEST LENGTH 6 (Hrs.) TOTAL DRAWDOWN Frm B (Ft.)

May not be representative of a well's long-term yield.

DEPTH FROM SURFACE Ft. to Ft.	BORE-HOLE DIA. (Inches)	CASING (S)					
		TYPE (✓)	MATERIAL / GRADE	INTERNAL DIAMETER (Inches)	GAUGE OR WALL THICKNESS	SLOT SIZE IF ANY (Inches)	
0 to 45	9-7/8						
45 to 150	8-1/2						
+1 to 150		✓	PVC	5	SDR21		
70 to 110		✓				.020	
130 to 150		✓				.020	

DEPTH FROM SURFACE Ft. to Ft.	ANNULAR MATERIAL TYPE			
	CE-MENT (✓)	BEN-TONITE (✓)	FILL (✓)	FILTER PACK (TYPE/SIZE)
0 to 20	✓			
20 to 24		✓		
24 to 150			✓	3/8 GRAVEL

ATTACHMENTS (✓)

— Geologic Log
— Well Construction Diagram
— Geophysical Log(s)
— Soil/Water Chemical Analysis
— Other _____

ATTACH ADDITIONAL INFORMATION, IF IT EXISTS.

CERTIFICATION STATEMENT

I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief.

NAME Weeks Drilling & Pump
(PERSON, FIRM, OR CORPORATION) (TYPED OR PRINTED)

P.O. Box 176 Sebastopol CA 95473
ADDRESS CITY STATE ZIP

Signed Melissa G Lopez DATE SIGNED 11/01/06 177681
WELL DRILLER/AUTHORIZED REPRESENTATIVE C-57 LICENSE NUMBER

Mark and Sarah Roos
PO Box 591
Nicasio, CA 94946
415-297-1674

Rebecca Carnahan Gondola, REHS
Marin County Environmental Health Services

Dear Ms. Gondola,

This letter contains additional information requested in the Application Instructions for the Permit to Operate a Domestic Water Supply.

Regarding Item 2, I am not able to find a Well Completion Report or other documentation regarding Well #1. It has an 8" steel casing and a submersible pump. I have some recollection that its depth is on the order of 50', but no document to support that.

Regarding Item 4, we have not conducted a yield test per our email correspondence.

Regarding Item 6, two residences on two parcels are served by wells on a third parcel, as indicated on the application form and Civil Plans C5 and C8. The properties are not within city limits. There is a locked gate at the entrance from Lucas Valley Road, but the property is not entirely fenced.

Sincerely,



Mark Roos

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Andrew R. Cohen, Esq.
Leland, Parachini, Steinberg,
Matzger & Melnick, LLP
199 Fremont Street, 21st Floor
San Francisco, CA 94105

**DECLARATION AND GRANT OF WATER RIGHTS AND RELATED EASEMENTS
AND WATER MAINTENANCE AGREEMENT**

THIS DECLARATION AND GRANT OF WATER RIGHTS AND RELATED EASEMENTS; AND WATER MAINTENANCE AGREEMENT ("Declaration") is made and entered into on _____, 2020 ("Effective Date"), by Mark S. Roos and Sarah B. Roos, Trustees of the Mark S. Roos and Sarah B. Roos 2000 Revocable Trust (collectively "Declarant").

RECITALS:

1. Declarant is the owner of that certain real property situated in the census designated place of Nicasio, County of Marin, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and which is comprised of three parcels identified as Marin County Assessor's parcel numbers 121-152-01 ("Parcel 1"), 121-180-12 ("Parcel 2"), and 121-180-11 ("Parcel 3") (sometimes collectively referred to herein as the "Parcels").
2. Parcel 1 and Parcel 2 are each improved with, among other things, a residential dwelling (the "Parcel 1 Dwelling" and the "Parcel 2 Dwelling", respectively, and collectively, the "Dwellings").
3. Parcel 3 is improved with a primary well ("Primary Well") and a secondary well which does not currently supply water to any other Parcel ("Secondary Well") (collectively, the "Wells"). As used herein, each "Well" also includes any related pump house, water pumps and any related equipment used in connection with said Well on Parcel 3.
4. The power supply to the Wells is supplied by Parcel 1. The electrical lines and related equipment located on Parcel 1 serving the Wells are referred to herein as the "Parcel 1 Equipment".
5. Parcel 2 is improved with a booster pump, pressure tank, and water treatment system which draws water from the Primary Well, and such water is then supplied

to Parcel 1 and Parcel 2 ("Parcel 2 Equipment", together with the Wells, the Parcel 1 Equipment, and the related electrical lines and pipelines are the "Unified Water System").

6. The Declarant desires to create common water rights and related easements which benefit and burden each of the Parcels as set forth herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant hereby covenants and agrees that the Property (as defined above) and all present and future owners, tenants and occupants of the Parcels which comprise the Property shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Declaration, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Declaration.

I. DEFINITIONS

A. For purposes hereof the term "Owner" or "Owners" shall mean the Owner of the Parcels and any and all successors or assigns of such persons as the owner or owners of fee simple title to the Parcels or any Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

II. GRANT OF EASEMENTS AND WATER RIGHTS

A. **Grant of Easements.** Subject to any express conditions, limitations or reservations contained herein, Declarant hereby grants, establishes, covenants and agrees that the Parcels, and all Owners of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual easements which are hereby imposed upon the Parcels and all present and future Owners of the Parcels:

1. To the Owners of Parcel 1 ("Parcel 1 Owner"), a non-exclusive easement in the well site for the Primary Well and Secondary Well located on Parcel 3 together with the equipment serving said wells located on Parcel 3, and the Parcel 2 Equipment, the location of which are more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference, and a non-exclusive easement for access, construction, maintenance, repair, and replacement of the Parcel 2 Equipment and the equipment serving the Wells, or any component thereof including without limitation any water collector cistern and intake system, pump house, water pumps, and pressure tanks, and any and all appurtenant and necessary easements for an electrical line to any and all necessary pumps serving the Wells and/or the Parcel 2 Equipment, and any and all pipelines necessary for the conveyance of water from the Well to the Parcel 2 Equipment and to Parcel 1, together with the right to access to construct, install, maintain, replace, and repair said electrical lines and water pipelines.

2. To the Owners of Parcel 2 ("Parcel 2 Owner"), a non-exclusive easement in the well sites for the Primary Well and Secondary Well located on Parcel 3, together with the equipment serving said wells located on Parcel 3 and the Parcel 1 Equipment, the location of which are more particularly described on Exhibit "B", and a non-exclusive easement for access,

construction, maintenance, repair, and replacement of the Parcel 1 Equipment and the equipment serving the Wells or any component thereof including without limitation any water collector cistern and intake system, pump house, water pumps, and pressure tanks, and any and all appurtenant and necessary easements for an electrical line to any and all necessary pumps serving the Wells, and any and all pipelines necessary for the conveyance of water from the Wells to the Parcel 2 Equipment and to Parcel 2, together with the right to access to construct, install, maintain, replace, and repair said electrical lines and water pipelines.

3. To the Owners of Parcel 3 ("Parcel 3 Owner"), a non-exclusive easement in the Parcel 1 Equipment and the Parcel 2 Equipment, the location of which is more particularly described on Exhibit "B", and a non-exclusive easement for access, construction, maintenance, repair, and replacement of the Parcel 1 Equipment and Parcel 2 Equipment, and any and all appurtenant and necessary easements for an electrical line to any and all necessary pumps serving the Wells, and any and all pipelines necessary for the conveyance of water from the Wells to Parcel 1 and Parcel 2, together with the right to access to construct, install, maintain, replace, and repair said electrical lines and water pipelines.

B. Grant of Water Rights.

1. Subject to any express conditions, limitations or reservations contained herein, Declarant hereby grants to the Owners of Parcel 1 and Parcel 2 the right to pump and convey water from the Primary Well and the Secondary Well, and to take water from the water collector system connected with the Primary Well and/or the Secondary Well, including water collected and treated by the Parcel 2 Equipment. All water collected from the Primary Well and the Secondary Well shall be used as needed to satisfy the household water requirements of each of Parcel, subject to the terms of this Paragraph B. Nothing herein shall be taken to limit the ability of the Parcel 1 Owner to irrigate the outdoor areas surrounding the Parcel 1 Dwelling, including without limitation any portion of Parcel 3.

2. The domestic household water requirements of each Owner shall be met prior to any other Owner taking water for any other purpose. In the event that water is not sufficient to meet all the domestic household requirements of all Owners, such water as is available shall be shared equally by the Owners with use restricted exclusively to domestic household purposes.

3. No Owner may sell, give, or transfer to any person any right or privilege to use water derived from either the Primary Well or the Secondary Well for use anywhere other than the Parcels.

4. All water taken from either Well shall be metered upon demand of any Owner. After installation, said meters shall be maintained in a good state of repair.

III. EASEMENT MAINTENANCE AND USE

A. Each Owner shall use the Wells and the easements referred to herein in a reasonable and customary manner, and shall keep the Unified Water System in good repair so as

to avoid waste, to prevent unreasonable use of water or unreasonable methods of use of water, and to not damage, remove, or interfere with the water rights of any other Owner.

B. All costs of maintenance, repair and replacement the Unified Water System or any portion thereof ("Repair Costs") shall be split evenly between the Parcel 1 Owner and the Parcel 2 Owner, provided that if a residence is constructed on Parcel 3, the Repair Costs shall be split evenly between all Owners. Should maintenance, repair or replacement of any portion of the Unified Water System become necessary, the Owner of the Parcel on which the portion of the Unified Water System requiring such repair or replacement is located ("Repairing Owner"), shall promptly provide for the maintenance, repair or replacement, subject to reimbursement as set forth herein. Within thirty (30) days of incurring any Repair Cost, the Repairing Owner shall deliver a statement setting forth the Repair Cost, together with any invoices, to all Owners required to share in the Repair Costs in accordance with this Paragraph III. B ("Reimbursing Owners"). The Reimbursing Owners shall thereafter reimburse the Repairing Owner for their share of the Repair Cost within thirty (30) days of receipt of such statement.

C. Notwithstanding the foregoing, if, as a result of any Owner's negligence or willful misconduct, repair or maintenance is required, then said Owner shall be solely responsible to conduct such maintenance and repair at its sole cost and expense.

IV. ELECTRICAL CHARGES

The ready-to-serve or standby or similar charge of the power company for supplying power to the Parcel 2 Equipment, and all charges for electricity supplied to the Parcel 2 Equipment shall be borne by the Parcel 2 Owner. The ready-to-serve or standby or similar charge of the power company for supplying power to the Wells and related equipment located on Parcel 3, and the charges for the electricity supplied to the Wells and related equipment on Parcel 3, shall be borne by the Parcel 1 Owner. If the Owners of the respective Parcels elect to install electrical submeters then an equitable allocation of electrical charges shall be assessed to each Parcel.

V. INDEMNIFICATION

Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the injury to or death of any person or entity, or damage to the property of any person or entity located on the Parcel owned by each indemnifying Owner; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of another Owner, or their respective agents, servants, contractors, or employees. In the event it is determined that such other Owner was not negligent or at fault, then the indemnifying Owner shall reimburse such other Owner for all reasonable costs and/or expenses incurred by it defending against such claim or demand. The indemnity obligations set forth in this Declaration shall survive for twelve (12) months from the expiration or termination of this Declaration.

VI. INSURANCE

Each Owner shall, at all times, maintain in full force and effect liability insurance with a financially responsible insurance company or companies; such insurance to provide for limits customarily utilized by property owners of comparable properties for personal or bodily injury or death to any persons, and for limits customarily utilized by property owners of comparable properties in respect of any instances of casualty or other property damage. Such insurance shall name each Owner as additional insureds, respectively, with respect to matters relating to the easements granted herein. The insurance may be carried under (i) an individual policy, (ii) an umbrella policy; (iii) a blanket policy or policies which include other liabilities, properties and locations of each Owner, or (iv) a combination of any of the foregoing insurance programs.

VII. CONDEMNATION

In the event that all or any portion of Property shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the fee Owner of the Parcel whose property was so taken, as their interest may appear, and the other Owner hereby waives and releases any right to recover any value attributable to the property interest taken except that (i) if the taking includes improvements belonging to more than one Owner, such as utility lines, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements to a useful condition, and (ii) if the taking materially affects the easement rights granted herein, the portion of the award allocable to each such easement rights shall be paid to the respective grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the respective Owner owning the land or the improvements taken, then the Owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement set forth herein shall expire or terminate based solely upon such taking.

VIII. TAXES AND ASSESSMENTS

Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental or agency with respect to its Parcel.

IX. NO RIGHTS IN PUBLIC; NO IMPLIED EASEMENTS

Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Parcel. No easements except those expressly set forth in this Declaration shall be implied by this Declaration.

X. REMEDIES AND ENFORCEMENT

A. In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

B. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof from an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30)-day period, the defaulting Owner commences such cure within such thirty (30)-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

C. Any claim for reimbursements, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner(s) in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner(s) until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Marin County, California; provided, however, that any such Assessment Lien shall be subject and subordinate to (a) lien for taxes and other public charges which by applicable law are expressly made superior, (b) all liens recorded in the Office of the County Recorder of Marin County, California prior to the date of recordation of such notice of lien, and (c) all leases entered into, whether or not recorded, prior to the date of recordation of the notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien, and the Owner whose Parcel is released from the lien shall pay the costs thereof.

D. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

E. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

XI. MISCELLANEOUS

A. If either Owner shall retain legal counsel or bring an action against the other for matters arising from or related to this Declaration or any exhibit thereto, or the enforcement of any provision thereof, or the alleged breach of any covenant, warranty or condition thereof, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees and other costs incurred, in addition to any other relief to which it may be entitled, which shall be payable regardless of whether litigation is commenced or, if commenced, regardless of whether such litigation is prosecuted to judgment. The term "prevailing party" shall include, without limitation, a party who obtains legal counsel or brings an action against the other and who obtains substantially the relief sought, whether by compromise, settlement or judgment.

B. The provisions of this Declaration shall be binding upon and inure to the benefit of the signatories hereto and their successors and assigns; provided, however, that any liability or obligation of an Owner hereunder as to future events shall terminate upon the transfer of such ownership interest and the assumption in writing by the transferee of the obligations set forth on the transferring party.

C. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any person or entity shall be in writing, and any such notice shall become effective five (5) days after being deposited in the mails, certified or registered, with appropriate postage prepaid for first-class mail or, if delivered by hand, or via overnight courier when received, and shall be directed to the address of such person or entity set forth below, or at such other address as either party shall hereafter designate in writing and deliver to the other in accordance with the provision of this paragraph:

Declarant: Mark S. Roos, Trustee
Sarah B. Roos, Trustee
PO Box 591
Nicasio, CA 94946

D. The invalidity or unenforceability of any term or provision of this Declaration or the nonapplication of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Declaration, or the same provision under other circumstances, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

E. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law, including but not limited to California Civil Code 1468. It is expressly agreed that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel, (ii) runs with each Parcel, and (iii) shall benefit or be binding upon each successive Owner during the period of its ownership of any Parcel, or any portion thereof, and each person having any interest therein derived in any manner through any Owner of any Parcel or portion thereof.

F. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto, shall accept such deed or contract upon and subject to each and all of the Easements and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other Owner(s), to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

G. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate Owner, and no Owner shall have the right to act as an agent for

another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

H. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Owner hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

I. Except as specifically provided for below, there shall be absolutely no personal liability of persons, firms, partnerships, corporations or entities who constitute an Owner hereto, including, but not limited to, officers, directors, partners, employees or agents of a party hereto with respect to any of the terms, obligations, covenants, conditions, restrictions, and provisions of this Declaration. In the event of a default by an Owner hereunder any non-defaulting Owner who seeks recovery from a defaulting Owner hereto shall look solely to the interest of such defaulting Owner, and its successors and assigns, in its respective Parcel for the satisfaction of each and every applicable remedy of the non-defaulting Owner.

J. This Declaration shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement.

K. Each Owner hereto will, upon the reasonable request of the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents as may be reasonably necessary in order to fulfill the intents and purposes of this Declaration.

L. This Declaration constitutes and contains the entire Declaration with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings and Declarations respecting the subject matter hereof and thereof.

M. The parties executing this Declaration warrant that they have the authority to do so on behalf of all persons or entities bound or affected by this Declaration.

N. Time is of the essence with respect to all provisions of this Declaration.

O. The Owners agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Marin County, California.

P. Each Owner, within thirty (30) days of its receipt of a written request from the other Owner(s) shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any Owner is in default or violation of this Declaration and if so identifying such default or violation, and (b) that this Declaration is in full force and effect and identifying any amendments to the Declaration as of the date of such certificate.

Q. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Declaration shall, to the maximum extent permitted by law, be considered a Declaration that runs with the land and that is not rejectable, in whole or in part, by the bankruptcy of such person or entity.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the day and year first above written.

DECLARANT

The Mark S. Roos and Sarah B. Roos 2000 Revocable Trust

By: _____
Mark S. Roos, Trustee

By: _____
Sarah B. Roos, Trustee

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)
County of)

On _____, before me, _____, a Notary Public, personally appeared Mark S. Roos and Sarah B. Roos, 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 _____

EXHIBIT A

Legal Description of the Property

PARCEL ONE:

BEGINNING at a point in the Westerly line of that certain parcel of land described in deed executed by J.M. Correa et ux to Mary Winkler, recorded June 26, 1939 in Book 383 of Official Records at page 211, distant thereon North 4° 00' West 255.72 feet from the Southerly terminus of that certain course contained therein of North 4° 00' West 396.0 feet, said point being the Southwesterly corner of that certain parcel of land described in deed executed by Mary Winkler to Edith B. Smith, recorded November 21, 1949 in Book 631 of Official records at page 219; thence along the Westerly line of the said Winkler parcel South 4° 00' East 255.72 feet; thence leaving said Westerly line South 51° 00' East 133.33 feet, North 65° 01' East 157.92 feet, North 5° 04' East 70.03 feet and North 13° 11' East 152.37 feet to the Easterly extension of the Southerly line of the hereinbefore referred to Smith parcel; thence along said extension and said Southerly line North 79° 44' West 309.80 feet to the point of beginning.

PARCEL TWO:

A non-exclusive easement over a 30 foot private road lying Easterly of and contiguous to the following described line:

BEGINNING at the Southeasterly corner of Parcel One hereinabove described and running thence North 5° 04' East 70.03 feet, North 13° 11' East 152.37 feet, Northerly in a direct line to the intersection of the two courses, "South 1° 06' West 328.37 feet and South 13° 58' West 136.86 feet", as described in deed executed by Mary Winkler to Edith B. Smith, recorded November 21, 1949 in Book 631 of Official Records at page 219, thence continuing along the Easterly line of the said Smith parcel North 1° 06' East 328.37 feet, North 5° 45' West 70.0 feet and North 32° 00' West 165.07 feet to the Southeasterly line of the Lucas Valley County Road. Said easement also to include a small parcel lying between the described 30 foot strip and the Easterly line of the said Smith parcel extending entirely along the said call of South 13° 58' West 136.86 feet.

PARCEL THREE:

BEGINNING at a point on the westerly line of the tract of land conveyed by deed from J.M. Correa et ux to Mary Winkler, and recorded in Volume 383 of Official Records of Marin County at page 211, which point is the Northerly termination of the call set forth as North 4° 00' West 396.0 feet in the said deed and running thence along the westerly and northwesterly line of the land of Winkler and the easterly and southeasterly line of the land of Kammemeyer North 26° 21' 20" east 222.0 feet; thence North 62° 13' 50" East 19.36 feet; thence North 37° 10' East 45.0 feet; thence North 60° 45' East 128.0 feet; thence North 12° 50" West 126.24 feet and thence North 26° 15' West 27.5 feet to the southeasterly line of the new County Road; thence along the last named line North 49° 54' 20" East 27.87 feet to the westerly line of a private road, 30 feet in width; thence along the last named line South 32° 00' East 165.07 feet; thence South 5° 45' East 70.0 feet; thence South 1° 06' West 328.37 feet and thence South 13° 58' West 136.86 feet to an iron pipe; thence leaving the last named line North 79° 44' West 293.4 feet, more or less, to the said Westerly line of the land of Winkler; thence along the last named line North 4° 00' West 140.28 feet to the point of beginning.

PARCEL FOUR:

Also together with these rights vested in Edith B. Smith under that certain agreement dated August 30, 1950 and recorded September 10, 1950 in Book 662 of Official Records, at page 209, between Mary Winkler, party of the first part, and Edith B. Smith, party of the second part, and together with those rights vested in Leslie L. Roos, as contained in deed conveyed by Mary Winkler to Leslie L. Roos, recorded January 29, 1964 under recorder's Serial No. 5644.

PARCEL FIVE:

COMMENCING at a stake distant North 40° 37' 30" west 330.00 feet from the end of the second course in the description of the tract of land conveyed by James Dixon, et al., to Frank Rodgers by deed dated November 2, 1861 and recorded in the office of the County Recorder of Marin, State of California, in Volume "F" of Deeds, page 132, said stake being on the southerly boundary of the tract of land described in said deed: thence following the exterior boundary of said tract of land North 40° 37' 30" West 904.20 feet, North 51° 00' West 1122.00 feet, North 4° 00' West 396.00 feet, North 26° 45' East 442.20 feet; and North 50° 00' East 701.19 feet; thence leaving said exterior boundary and crossing and subdividing said lands, South 73° 09' East 1261.63 feet, South 16° 51' West 1326.60 feet and South 4° 03' West 1000.00 feet to the point of beginning.

PARCEL SIX:

BEGINNING at a point on the northwesterly line of that tract of land conveyed by deed from J. M. Correa et ux to Mary Winkler and recorded in Volume 383 of Official Records of Marin County at page 211, distant thereon North 50° 00' East 41.53 feet from the most northerly termination of the Call set forth as North 26° 45' East 442.2 feet in the said deed, which point is on the southeasterly line of the land of Kammermeyer, and running thence North 12° 50' West 6.85 feet; thence North 26° 15' West 27.5 feet to an intersection with the southeasterly line of the new County Road, thence along the last named line North 29° 54' 20" East and thence on a curve to the right of 660 feet radius, a total distance of 335 feet more or less to an intersection with the said northwesterly line of the land of Winkler and the said southeasterly line of the land of Kammermeyer; thence along the last named line South 50° 00' West 337 feet more or less to the point of beginning.

EXCEPTING from the above described parcels FIVE and SIX the portion thereof:

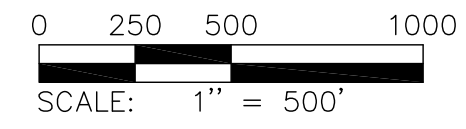
- A. The portion thereof conveyed by Mary Winkler to Marie Keast by deed recorded November 8, 1945 in Book 499 O.R. page 29.
- B. The portion thereof conveyed by Mary Winkler to Peter V. Kammermeyer, et ux by deed recorded August 16, 1948 in Book 594 O.R. page 200.
- C. The portion thereof conveyed by Mary Winkler to Donald G. Hadley et ux by deed recorded December 15, 1950 in Book 673 O.R. page 157.
- D. The portion thereof conveyed by Mary Winkler to Edith B. Smith by deed recorded November 21, 1949 in Book 631 O.R. page 219.
- E. The portion conveyed by Mary Winkler to Leslie L. Roos, by deed recorded January 29, 1964 in Book 1774 O.R. page 393.

COUNTY OF MARIN BUILDING AND SAFETY SUBMITTAL CHECKLIST REQUIREMENT NOTES:

1. SITE LATITUDE AND LONGITUDE SHOWN ON SHEET C1.
2. SHEET C1 AND C5 SHOWS PROPERTY LINES AND DIMENSIONS.
3. TOPOGRAPHIC CONTOURS SHOWN ON SHEETS C2.
4. EXISTING AND PROPOSED STRUCTURES WITHIN PROJECT VICINITY SHOWN ON SHEET C2 & C7.
5. PROPOSED SCOPE OF WORK AREA (LIMITS OF GRADING) SHOWN ON SHEET C2, C7 & C5.
6. OTHER PHYSICAL FEATURES SHOWN ON SHEET C2 & C7.
7. EXISTING DRIVEWAY/PAVED AREAS, PROPOSED GRADING & RSP, AND ASSOCIATED SLOPES SHOWN ON SHEET C2 & C7.
8. LUCAS VALLEY ROAD IS THE ONLY ROAD IN THE VICINITY OF THE PROJECT AREA. STREETS, EASEMENTS, AND EDGE OF PAVEMENTS SHOWN ON SHEET C2 & C7.
9. THE PROJECT AREA IS WITHIN FEMA ZONE A (NO BASE FLOOD ELEVATIONS DETERMINED) PER FEMA FIRM 06041C0275D EFF 5/4/2009.
10. APPROXIMATE LOCATION OF SEPTIC SYSTEMS IN VICINITY OF PROJECT AREA SHOWN ON SHEET C2 & C5.
11. UTILITIES SHOWN ON SHEET C2.
12. ALL SITE DESIGN ELEMENTS SHOWN ON SHEET C2 & C7.
13. ALL EXISTING AND PROPOSED GRADING AND DRAINAGE SHOWN ON SHEET C2 & C7.
14. DATA TABLE: NOT APPLICABLE. THIS IS A BRIDGE REPLACEMENT AND BANK EROSION PROTECTION PROJECT.
15. VICINITY MAP, NORTH ARROW, AND CONTACT INFORMATION SHOWN ON SHEET C1.
16. CALIFORNIA ACCESSIBILITY SITE REQUIREMENTS: NOT APPLICABLE. THIS IS A RESIDENTIAL PROJECT.

NOTE:

1. PARCEL BOUNDARY LINES SHOWN ARE APPROXIMATE. METES AND BOUNDS AUTO-POPULATED ACCORDING TO MARIN MAP GIS. NOT TO BE USED FOR DESIGN OR BOUNDARY DETERMINATION. SEE COUNTY OF MARIN ASSESSOR'S MAP BK. 121-PG.18 AND PG.15 FOR PARCEL INFORMATION. SHOWN ON SHEET C1.



SCALE AND NORTH ARROW ARE APPROXIMATE

LEGEND

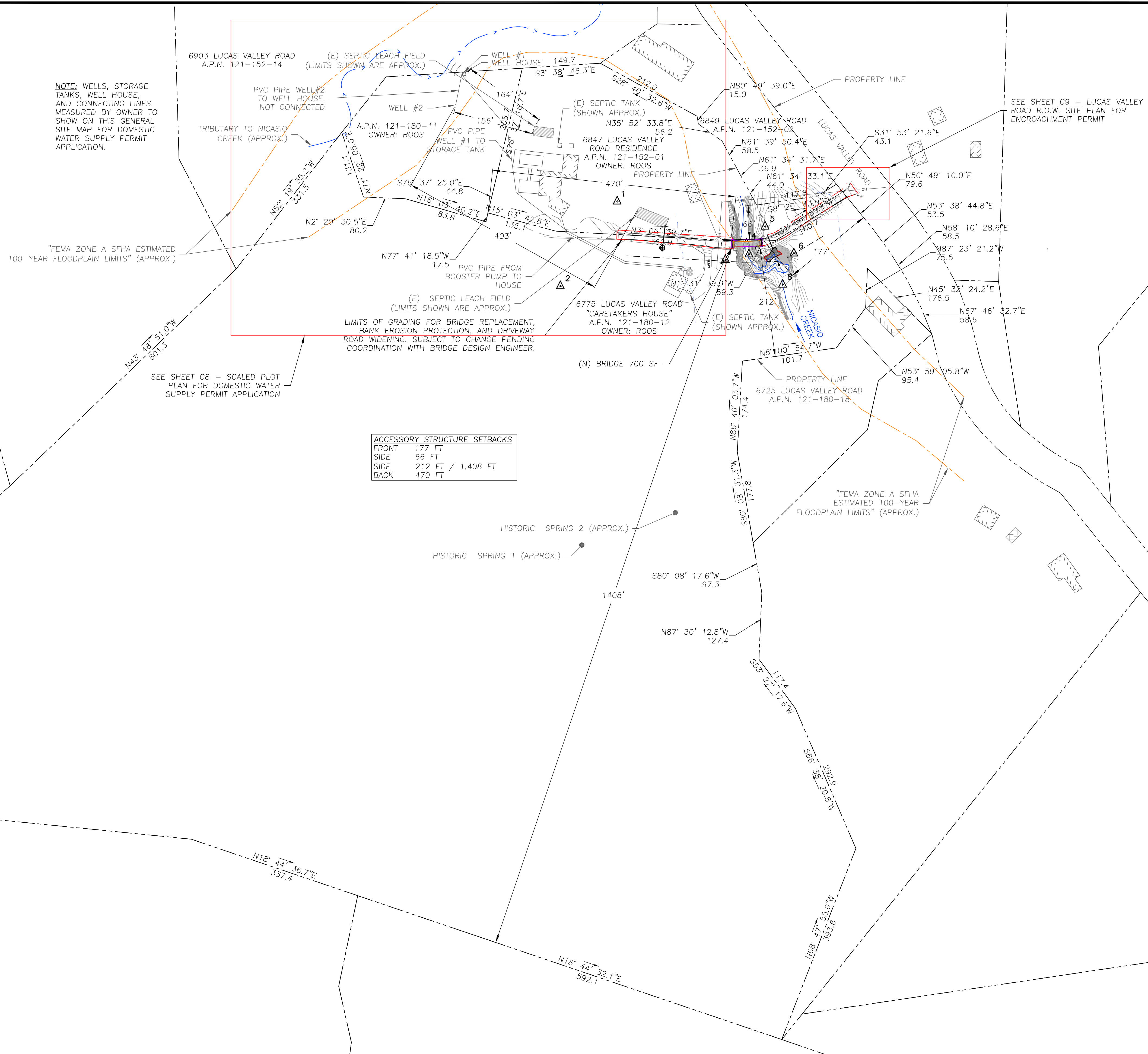
- EXISTING CONTOURS
- EXISTING THALWEG
- SURVEY CONTROL POINT
- EXISTING PROPERTY BOUNDARY LINE (FROM MARINMAP GIS, APPROX.)
- EXISTING BUILDING LINE (FROM MARINMAP GIS, APPROX.)
- (E) BRIDGE & ABUTMENTS
9'6" X 50' = 475 SF
- (N) BRIDGE & ABUTMENTS
12'6" X 56' = 700 SF
- SEE STRUCTURAL DRAWINGS BY J. HALLAM, P.E. FOR PRECISE BRIDGE FEATURE DIMENSIONS

NOTE: WELLS, STORAGE TANKS, WELL HOUSE, AND CONNECTING LINES MEASURED BY OWNER TO SHOW ON THIS GENERAL SITE MAP FOR DOMESTIC WATER SUPPLY PERMIT APPLICATION.

"FEMA ZONE A SFHA ESTIMATED 100-YEAR FLOODPLAIN LIMITS" (APPROX.)

SEE SHEET C8 - SCALED PLOT PLAN FOR DOMESTIC WATER SUPPLY PERMIT APPLICATION

ACCESSORY STRUCTURE SETBACKS	
FRONT	177 FT
SIDE	66 FT
SIDE	212 FT / 1,408 FT
BACK	470 FT

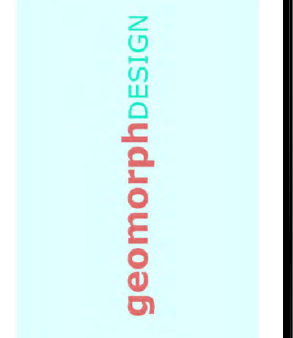


Revisions:

6847 Lucas Valley Road
Nicasio, CA 94946
A.P.N. 121-152-01
Owner: Mark and Sarah Roos

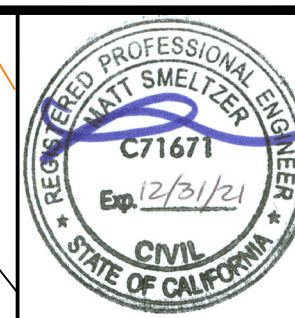
EHS GENERAL SITE MAP AND COUNTY OF MARIN
PARCEL MAP SITE PLAN
NICASIO CREEK AT 6775 & 6847 LUCAS VALLEY ROAD
BRIDGE REPLACEMENT & BANK EROSION PROTECTION PROJECT

Geomorph DESIGN
2100 Fourth Street, No. 154
San Rafael, CA 94901
(510) 219-1064
www.geomorphdesign.com



Date: 26 MAY 2020
Design by: MS
Drawn by: BRS
Checked by: MS
Scale: 1" = 100'
CONSTRUCTION PERMIT SUBMITTAL DESIGN PLANS

C5

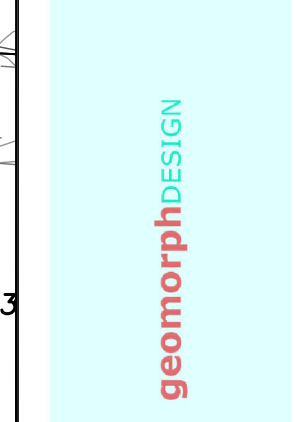


Revisions:

6847 Lucas Valley Road
 Nicasio, CA 94946
 A.P.N. 121-152-01
 Owner: Mark and Sarah Roos

SCALED PLOT PLAN FOR DOMESTIC WATER SUPPLY PERMIT APPLICATION
NICASIO CREEK AT 6775 & 6847 LUCAS VALLEY ROAD
 BRIDGE REPLACEMENT & BANK EROSION PROTECTION PROJECT

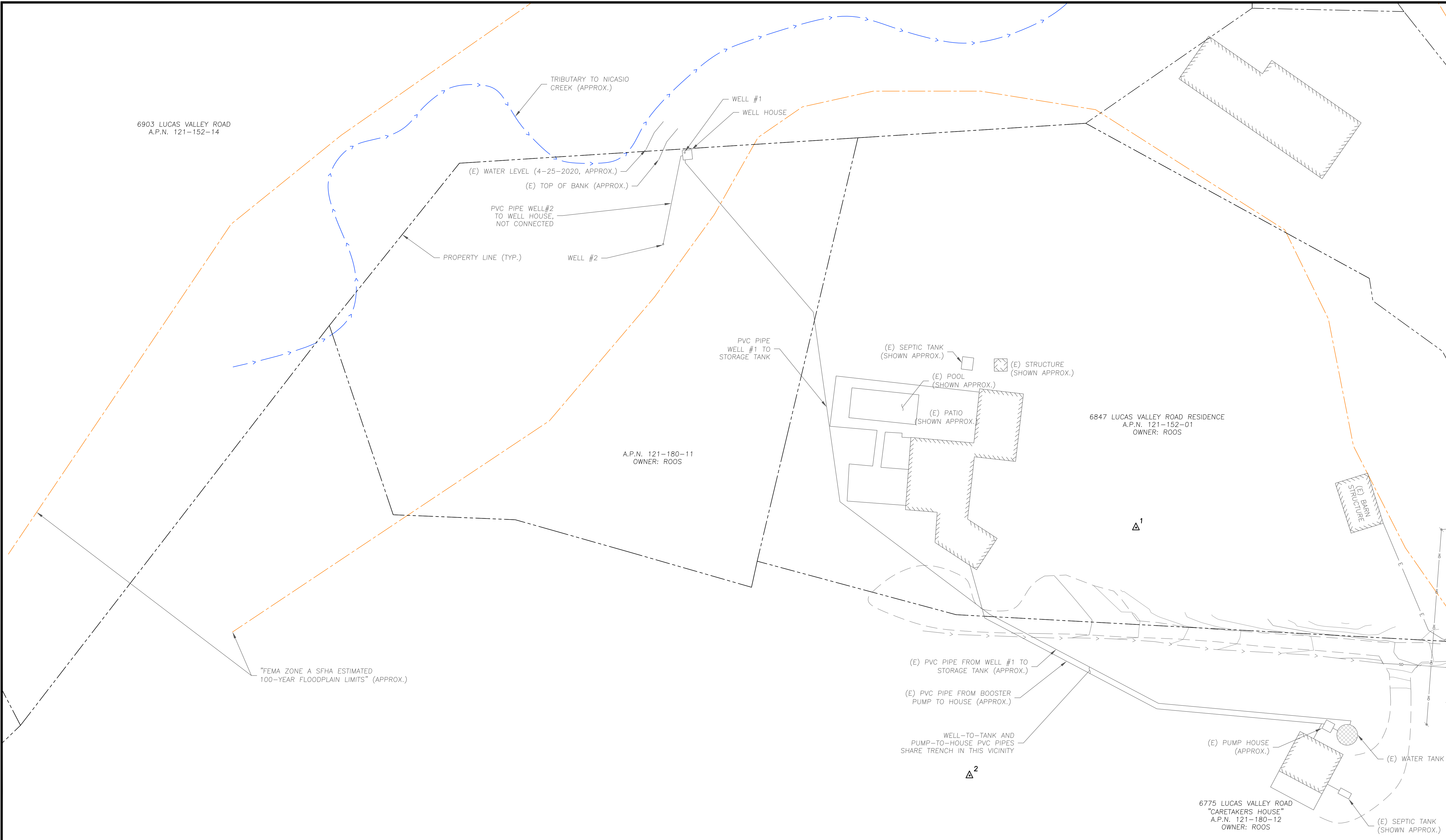
Geomorph DESIGN
 2100 Fourth Street, No. 154
 San Rafael, CA 94901
 (510) 279-1064
 www.geomorphdesign.com



Date: 26 MAY 2020
 Design by: MS
 Drawn by: BRS
 Checked by: MS
 Scale: 1" = 30'

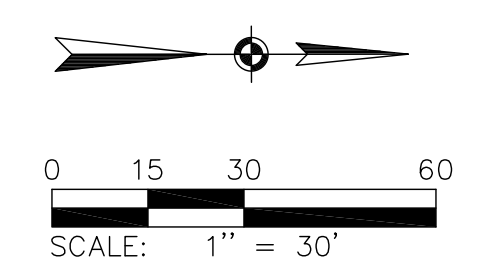
CONSTRUCTION PERMIT SUBMITTAL DESIGN PLANS

C8



LEGEND

- EXISTING CONTOURS
- EXISTING THALWEG
- SURVEY CONTROL POINT
- EXISTING PROPERTY BOUNDARY LINE (FROM MARINMAP GIS, APPROX.)
- EXISTING BUILDING LINE (FROM MARINMAP GIS, APPROX.)



SCALED PLOT PLAN FOR DOMESTIC WATER SUPPLY PERMIT APPLICATION
 SCALE: 1" = 30'