



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Public Works



Date: October 14, 2015
Board Meeting Date: November 17, 2015
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors, Acting as the Governing Board of the Oak Knoll Sewer Maintenance District

From: James C. Porter, Director of Public Works

Subject: Annexation of Property to the Oak Knoll Sewer Maintenance District – Lands of Rubio

RECOMMENDATION:

Acting as the Governing Board of the Oak Knoll Sewer Maintenance District, adopt a resolution setting Tuesday, December 8, 2015 at 9:00 A.M. at your regularly scheduled Board meeting as the time and place for a public hearing on the proposed annexation of the Lands of Rubio (722 Esther Lane, Redwood City, APN 058-271-190) to the Oak Knoll Sewer Maintenance District.

BACKGROUND:

The Oak Knoll Sewer Maintenance District (District) entered into an agreement with the City of Redwood City (City) that allows the District to provide sewer service to properties that are adjacent to District-owned and operated facilities.

The agreement requires properties that are proposed to be served by the District to be annexed to the District, and also requires the City to approve said annexation into the District. The City adopted Resolution No. 15348 on June 23, 2014 (attached), consenting to the proposed annexation of this property. Due to staff turnover at the City, the District did not receive a copy of the adopted resolution until September 2015. Section 4860 et seq. of the Health and Safety Code authorizes your Board to adopt a resolution setting the time and place for the hearing upon the question of annexation, and to conduct a hearing to determine whether the territory shall be annexed.

DISCUSSION:

Roman Rubio is the current owner of the property at 722 Esther Lane, which is also identified as Assessor's Parcel Number 058-271-190. Mr. Rubio has requested that his property be annexed to the District in order to receive sewer service.

Sewage treatment capacity for the property will be from rights allocated to the City by Silicon Valley Clean Water, owner of the treatment facilities serving the City and the area within the District. Department staff has determined that the property can be served through the facilities of the District, and is recommending that a public hearing be set for your regular meeting of December 8, 2015, at 9:00 A.M., to consider the proposed annexation.

County Counsel has reviewed and approved the resolution as to form. The required notices will be posted and published subject to your Board adopting the proposed resolution.

Approval of this action contributes to the Shared Vision 2025 outcome of a Healthy Community as it is a required step in the process to provide effective sanitary sewer service to a parcel in a suburban area that would otherwise use an “on-site” method to handle wastewater.

FISCAL IMPACT:

The property owner has paid or will pay all required fees for the parcel as follows:

- | | |
|---|------------|
| • Annexation Processing Fee: | \$1,800 |
| • District Connection Fee: | \$9,033 |
| • Sewer Treatment Capacity Fee: | \$177 |
| • Plan Review Fee: | \$300 |
| • Sewer Inspection Permit Fee: | \$300 |
| • State Board of Equalization’s Recording and Mapping Fee: | \$300 |
| • Redwood City Wastewater Treatment and Sewer Facilities Fee: | \$3,095.70 |

If the annexation is approved, the property owner will be subject to the annual sewer service charge levied by the District, which has been set at \$1,020 for Fiscal Year 2015-16. The property owner will construct and pay for the lateral that is necessary to bring sewer service to this property.

There is no impact to the General Fund.

Attachment: City of Redwood City Resolution 15348

06/23/2014

ORIGINAL

RESOLUTION NO. 16348

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CONDITIONALLY CONSENTING TO ANNEXATION OF TERRITORY TO OAK KNOLL SEWER MAINTENANCE DISTRICT AND APPROVING AND AUTHORIZING EXECUTION OF ANNEXATION AGREEMENT IN CONNECTION THEREWITH

WHEREAS, pursuant to that certain agreement entitled "Agreement Between Oak Knoll Sewer Maintenance District and City of Redwood City for Sewage Treatment and Disposal," dated March 18, 1958 (the "Services Agreement"), by and between the City of Redwood City ("City"), and the Oak Knoll Sewer Maintenance District ("District"), City provides sanitary sewerage transmission and treatment services to District; and

WHEREAS, pursuant to that certain agreement entitled "Agreement – Wastewater Treatment Capacity (Emerald Lake Hills Area)," dated August 19, 1980 (the "Capacity Agreement"), by and between City and the County of San Mateo, sanitary sewerage treatment capacity rights are allocated by City for the benefit of areas within County, including lands within District's boundaries; and

WHEREAS, the District Services Agreement provides that no sewage emanating from territory annexed to District shall be deposited in City's sanitary sewerage system without the prior consent of City evidenced by Resolution of the Council of the City of Redwood City; and

WHEREAS, City is in receipt of a request for consent to annexation to District of the real property hereinafter described (the "Annexing Property") and

06/23/2014

also designated by the following Assessor's Parcel Number 058-271-190
(Address: 722 Esther Lane, Owner: Roman Rubio); and

WHEREAS, the Annexing Property is located within City's Sphere of Influence as determined by the San Mateo County Local Agency Formation Commission pursuant to Government Code Section 54774; and

WHEREAS, as one of the conditions of consenting to annexation of the Annexing Property to District, City requires that the owners of said Property consent to annexation thereof to City in the event a proposal for such annexation to City may occur; and

WHEREAS, this Council has reviewed said request and is willing to consent to said annexation in accordance with the terms and conditions hereof;

NOW, THEREFORE; BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

Section 1. This Council hereby consents to the annexation of the Annexing Property to the Oak Knoll Sewer Maintenance District; subject to all terms and conditions of the Services Agreement and to payment of all appropriate sewer connection fees and other charges.

Section 2. This Council hereby determines and declares that, and as a further condition to the consent to annexation herein granted, treatment of sewage emanating from the Annexing Property shall be provided under sanitary sewerage treatment capacity rights allocated to the County of San Mateo pursuant to the Capacity Agreement.

06/23/2014

Section 3. The Annexing Property is all that certain real property situate in the County of San Mateo, State of California, more particularly described in an exhibit attached to Exhibit "A" herEOF, (with plat attached to said included exhibit), which Exhibit "A" is attached hereto and by this reference incorporated herein.

Section 4. This Council hereby determines and declares that, and as a further condition to the consent to annexation to District herein granted the owner(s) of the Annexing Property shall evidence his/her consent to annexation to City and waiver of protest thereto by executing an agreement substantially in the form of Exhibit "B", the form of which agreement is hereby approved, and the City Manager is hereby authorized and directed to execute said agreement, and the City Clerk is hereby directed to attest thereto, for and on behalf of City.

Section 5. The City Clerk is hereby authorized and directed to file for recordation with the Recorder of the County of San Mateo, California, a certified copy of this Resolution together with the fully executed original annexation agreement (in the form of Exhibit "B") entered into with the owners of the Annexing Property.

* * *

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board Meeting thereof held on the 23rd of
June, 2014 by the following votes:

Council members: Bain, Foust, Howard, Pierce, Seybert and Mayor Gee

NOES: None

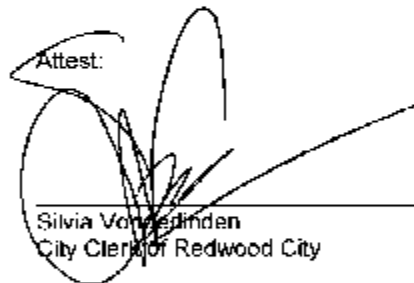
RECUSED: None

ABSENT: Aguime



Jeffrey Gee
Mayor of the City of Redwood City

Attest:



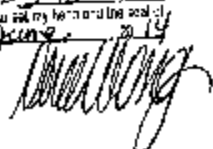
Silvia Von Gersdinden
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 25th day of June 2014.



Jeffrey Gee
Mayor of the City of Redwood City

CITY OF REDWOOD CITY
Dore Wilson, Clerk of the City Clerk of the City of Redwood City
does hereby certify that the above and foregoing is a true and
correct copy of Resolution
No. 15348
In Witness Whereof, I have hereunto set my hand and the seal of
said City this 25 day of June, 2014
Dore Wilson
Clerk of the City Clerk



"Exhibit A"

06/23/2014

**Proposed Annexation of the Lands of Rubio to the Oak Knoll
Sewer Maintenance District (OKSMD)
722 Esther Lane, Redwood City
(APN 058-271-190)**

Geographic Description

All that certain real property being portion of the Pugas Rancho, situate in the unincorporated area of San Mateo County, State of California, also being lots 6, 7 and 8 of the Re-subdivision that is shown on that certain map "Re-subdivision of lots 4 and 5 block 23 of Oak Knoll Manor near Redwood City, California" filed in the Office of the Recorder of San Mateo County in book 10 of subdivision maps at page 26, excepting from said lot 8, the small triangular portion included in the deed recorded in Book 56 Page 44, Official Records and more particularly described as follows:

Starting at a point (POB) on the Easterly boundary of the Oak Knoll Sewer Maintenance District (OKSMD), said boundary adopted on October 7th, 2008 by Resolution No. 09784

1. Thence from said point along Easterly boundary of OKSMD North $18^{\circ}37'00''$ West 30.00 feet to the Northern line of Esther Lane
2. Thence along Northern line of Esther Lane North $71^{\circ}23'00''$ East 112.00 feet
3. Thence South $51^{\circ}53'30''$ East 16.20 feet to the beginning of the curve to the right having radius of 30.00 feet
4. Thence southwesterly along said curve through central angle $99^{\circ}50'27''$ distance 52.28 feet
5. Thence South $90^{\circ}21'20''$ East 2.89 along the line of small triangular exception to the Eastern line of Block B of said map
6. Thence along said line South $18^{\circ}37'00''$ East 141.13 feet to the Southern line of lot 8
7. Thence along the Southern line of the first mentioned lots 6, 7 and 8, South $71^{\circ}23'00''$ West 150 feet to the Western line of lot 6 of said map
8. Thence North $18^{\circ}37'00''$ West 173.51 feet to the Northern line of lot 6 of said map
9. Thence along said Northern line North $77^{\circ}14'30''$ East 38.26 feet
10. Thence North $71^{\circ}23'00''$ East 1.66 feet to POB

Containing an area of 29,462.46 square feet 0.68 acres more or less

The herein described parcel is shown on attached map, Exhibit "A", of legal description and is made a part of hereof.

06/23/2014

EXHIBIT 'A'

ANNEXATION OF THE LANDS OF
RUBIO TO THE OAK KNOLL
SEWER MAINTENANCE DISTRICT
722 ESTHER LN, APN 058-271-190

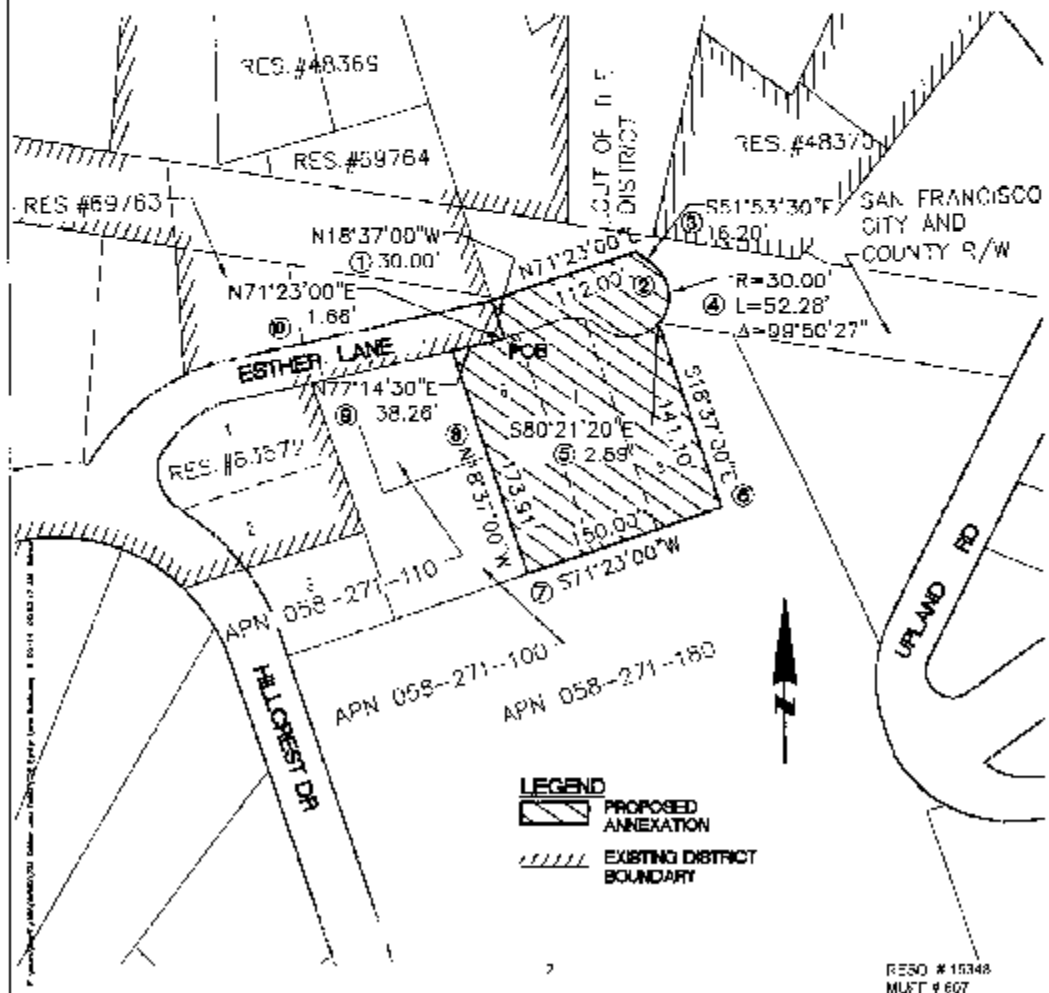
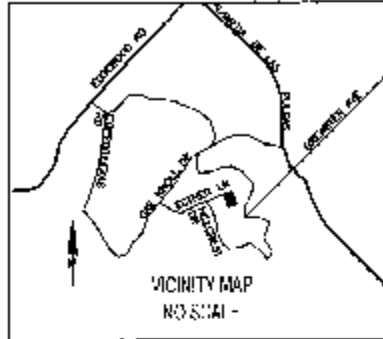
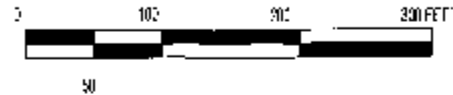


EXHIBIT B

ORIGINAL

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

City of Redwood City)
1017 Middlefield Road)
Redwood City, California 94063)
Attention: City Clerk)

(Sign Above This Line for Recorder's Use Only)
Exempt from recording fee per Civil Code § 77362.

ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of July, 2014, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, ("City") and the Property Owner ROMAN RUBIO ("Owner").

WITNESSETH:

WHEREAS, Owner owns all that certain real property situate in the County of San Mateo, State of California, commonly known as 722 Esther Lane (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is located within City's Sphere of Influence as determined by the San Mateo county Local Agency Formation Commission pursuant to Government Code Section 54774, and

WHEREAS, pursuant to Resolution No. 15348 adopted June 23, 2014 by the Council of the City of Redwood City consent was granted to annexation of the Property to the Oak Knoll Sewer Maintenance District, and

ATTY/AGR/2014.07.07.22 ESTHER LANE
REV: 07-07-14 VRS

WHEREAS, as a condition to said consent to annexation to said District, Owner was required to evidence consent to annexation to City and waiver of protest to such annexation in the event the Property were to be proposed for annexation to City; and

WHEREAS, Owner desires to evidence such consent and waiver as aforesaid.

NOW, THEREFORE, the parties hereto agree as follows:

1. **CONSENT**. In the event the Property shall be proposed for annexation to the City of Redwood City Owner hereby consents to said annexation, and hereby waives Owner's rights to protest such annexation pursuant to the provisions of law governing such annexations.

2. **TAXES, OTHER CHARGES**. In the event annexation of the Property to City shall be duly approved by all agencies having jurisdiction thereof, Owner agrees that the Property shall be subject to any and all general, special, extraordinary or additional taxes or assessments of any and all general, special extraordinary, or additional service charges, fees, or rates, levied against, imposed upon, or otherwise pertaining to the Property by any and all agencies, including the City, having jurisdiction thereof in the same fashion as other like property located within the territorial limits of City.

3. **NO LIMITATION, OTHER AGREEMENTS**. The provisions hereof shall not be deemed to evidence approval of, or consent by, City to annexation of the Property to City, it being expressly understood and agreed that City hereby reserves any and all rights and determinations, whether legislative, quasi-judicial, administrative, or however characterized, with respect to any proposed annexation of the Property to City. This Agreement is in addition to, and shall not be deemed a limitation upon any requirement for, any other agreement or agreements between the parties hereto pertaining to future

annexations to City of the Property, including, but not limited to, agreements for the construction of public or private improvements, the payment of taxes, fees, assessments or other charges, or any other obligation which may duly be imposed as a condition of such annexation.

4. **PRIOR CONSENT**. This Agreement is entered into by Owner in consideration of the consent to annexation by City of the Property to the Oak Knoll Sewer Maintenance District pursuant to Resolution No. 15348 entitled "Resolution Conditionally Consenting to Annexation of Territory to Oak Knoll Sewer Maintenance District and Approving and Authorizing Execution of Annexation Agreement in Connection Therewith" adopted June 23, 2014 by the Council of Redwood City.

5. **SUCCESSORS**. This Agreement, and all of the terms, conditions, covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, Owner, and Owner's administrators, heirs, assigns, and transferees.

6. **RECORDATION**. This Agreement shall be filed for recordation in the office of the Recorder, County of San Mateo, California.

7. **CAPTIONS**. Paragraph headings as used herein are for convenience only, and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

{Signature page follows}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
date and year first hereinabove written.

CITY OF REDWOOD CITY, a charter city and
municipal corporation of the State of California

By 
Robert E. Bell, City Manager

[Signature must be notarized]

ATTEST:

Silvia Vanderlinden, City Clerk

[Signature must be notarized]

OWNER

By 
Roman Rabin

**PLEASE SEE ATTACHED
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On July 30, 2014 before me, Shital Patel, Notary Public
(Here print name and title of the officer)
personally appeared Roman Rubio

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.

Shital Patel
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Annexation Agreement

(Title or description of attached document)

(If the document is a contract, state the date of execution)

Number of Pages 6 Document Date 7/30/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other: _____

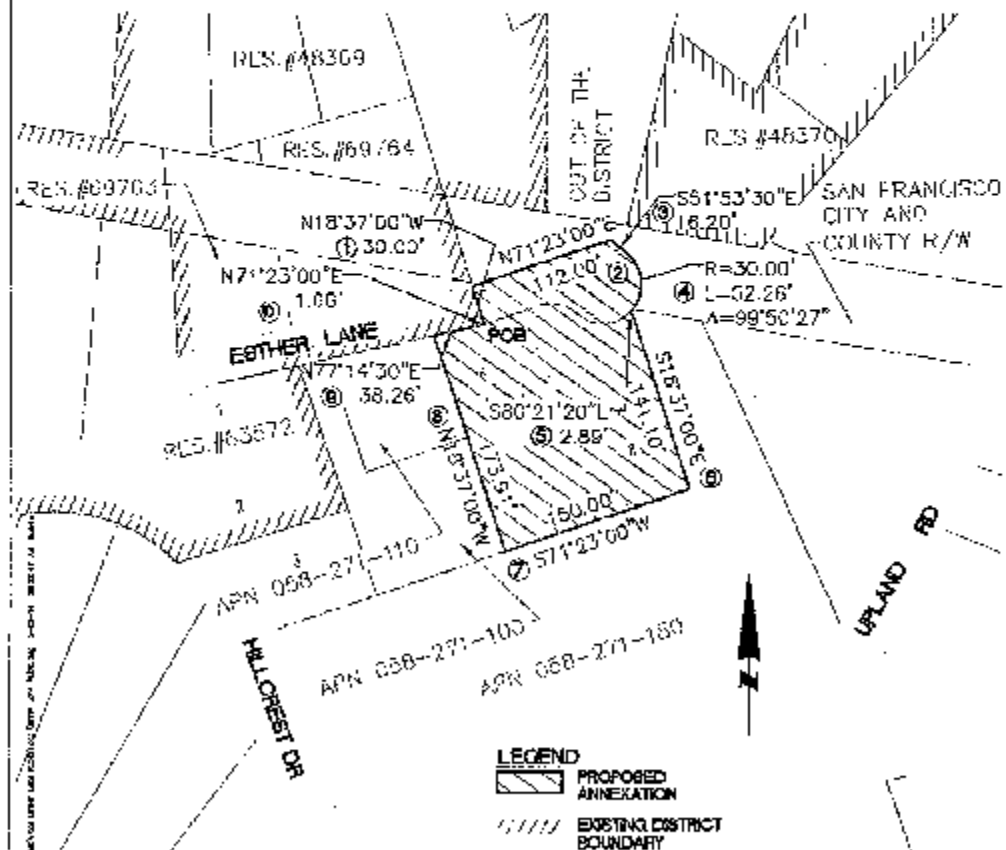
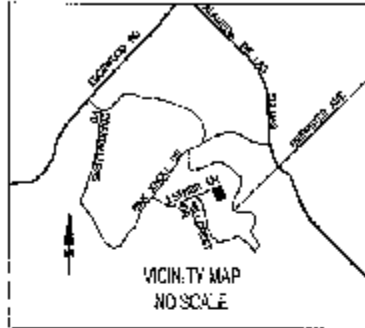
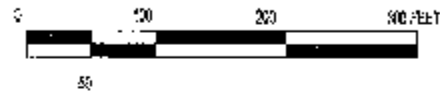
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must comply with the following: 1. The acknowledgment must be in the form of a separate acknowledgment form, not be part of the document being acknowledged. 2. The acknowledgment must be in the form of a separate acknowledgment form, not be part of the document being acknowledged. 3. The acknowledgment must be in the form of a separate acknowledgment form, not be part of the document being acknowledged.

- State and County information must be the State and County where the document is signed.
- Date of notarization must be the date that the signature(s) were affixed to the document.
- The notary public must print his or her name as it appears on the Notary Public License followed by "Notary Public" and then "State of California".
- Print the name(s) of document signers who personally appear at the time of notarization.
- Indicate the capacity claimed by the signers by checking off the appropriate box. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must contain the words "Notary Public" and "State of California".
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but can be used to ensure the acknowledgment is not misused or attached to a false document.
- Indicate the type of attached document, number of pages and date.
- Indicate the capacity claimed by the signers. If the signers are attorneys, state the firm name (e.g., "ABC, LLP", "XYZ, P.C.", "Law Firm").
- Securely attach this document to the signed document.

EXHIBIT 'A'

ANNEXATION OF THE LANDS OF
RUBIO TO THE OAK KNOLL
SEWER MAINTENANCE DISTRICT
722 ESTHER LN, APN 058-271-180



"Exhibit A"

**Proposed Annexation of the Lands of Rubio to the Oak Knoll
Sewer Maintenance District (OKSMD)
722 Esther Lane, Redwood City
(APN 058-271-190)**

Geographic Description

All that certain real property being portion of the Puigas Rancho, situate in the unincorporated area of San Mateo County, State of California, also being lots 6, 7 and 8 of the Re-subdivision that is shown on that certain map "Resubdivision of lots 4 and 5 block 23 of Oak Knoll Manor near Redwood City, California" filed in the Office of the Recorder of San Mateo County in book 10 of subdivision maps at page 28, excepting from said lot 8, the small triangular portion included in the deed recorded in Book 56 Page 44, Official Records and more particularly described as follows:

Starting at a point (POB) on the Easterly boundary of the Oak Knoll Sewer Maintenance District (OKSMD), said boundary adopted on October 7th, 2008 by Resolution No. 69764

1. Thence from said point along Easterly boundary of OKSMD North 18°37'00" West 30.00 feet to the Northerly line of Esther Lane
2. Thence along Northerly line of Esther Lane North 71°23'00" East 112.00 feet
3. Thence South 61°53'30" East 16.20 feet to the beginning of the curve to the right having radius of 30.00 feet
4. Thence southwesterly along said curve through central angle 99°50'27" distance 52.28 feet
5. Thence South 80°21'20" East 2.88 along the line of small triangular exception to the Eastern line of Block 8 of said map
6. Thence along said line South 18°37'00" East 141.10 feet to the Southern line of lot 8
7. Thence along the Southern line of the first mentioned lots 6, 7 and 8, South 71°23'00" West 150 feet to the Western line of lot 8 of said map
8. Thence North 18°37'00" West 173.31 feet to the Northern line of lot 8 of said map
9. Thence along said Northern line North 77°14'30" East 38.26 feet
10. Thence North 71°23'00" East 1.66 feet to POB

Containing an area of 29,482.10 square feet, 0.68 acres more or less

The herein described parcel is shown on attached map, Exhibit "A", of legal description and is made a part of hereof.

"Exhibit A"
Proposed Annexation of the Lands of Rubio to the Oak Knoll
Sewer Maintenance District (OKSMD)
722 Esther Lane, Redwood City
(APN 058-271-190)
Geographic Description

All that certain real property being portion of the Pulgas Rancho, situate in the unincorporated area of San Mateo County, State of California, also being lots 6, 7 and 8 of the Re-subdivision that is shown on that certain map "Resubdivision of lots 4 and 5 block 23 of Oak Knoll Manor near Redwood City, California" filed in the Office of the Recorder of San Mateo County in book 10 of subdivision maps at page 26, excepting from said lot 8, the small triangular portion included in the deed recorded in Book 56 Page 44, Official Records and more particularly described as follows:

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3. Thence South 51°53'30" East 16.20 feet to the beginning of the curve to the right having radius of 30.00 feet
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5. Thence South 80°21'20" East 2.89 along the line of small triangular exception to the Eastern line of Block 8 of said map
6. Thence along said line South 18°37'00" East 141.10 feet to the Southern line of lot 8
7. Thence along the Southern line of the first mentioned lots 6, 7 and 8, South 71°23'00" West 150 feet to the Western line of lot 6 of said map
8. Thence North 18°37'00" West 173.91 feet to the Northern line of lot 6 of said map
9. Thence along said Northern line North 77°14'30" East 38.26 feet
10. Thence North 71°23'00" East 1.66 feet to POB

Containing an area of 29,482.46 square feet, 0.68 acres more or less

The herein described parcel is shown on attached map, Exhibit "A", of legal description and is made a part of hereof.

