

ORIGINAL

RESOLUTION NO. 15378

**RESOLUTION 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

also designated by the following Assessor's Parcel Number: APN 058-040-130 (Address: 24 Don Court, Owner: Anne M. Lopez and Lonnie J. Lopez); 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:

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.

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.

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.

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 A, 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.

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 "A") 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
17TH of November, 2014 by the following votes:

Council members: Aguirre, Bain, Foust, Seybert and Mayor Gee

NOES: None

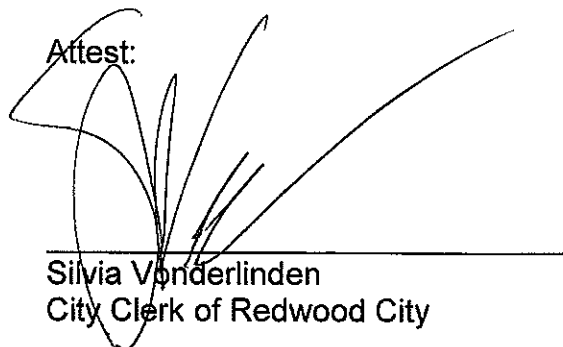
RECUSED: None

ABSENT: Howard and Pierce



Jeffrey Gee
Mayor of the City of Redwood City

Attest:



Silvia Vonderlinden
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 18TH day of November 2014.



Jeffrey Gee
Mayor of the City of Redwood City

11/17/2014

EXHIBIT A

(Agreement to be attached once fully executed)

RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY CLERK
CITY OF REDWOOD CITY
P.O. BOX 391
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94064

2014-110475 CONF

3:56 pm 12/01/14 AG Fee: NO FEE

Count of pages 13

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 1 9 4 3 3 2 4 *

SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.

ANNEXATION AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 24 day of November, 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 **ANNE M. LOPEZ and LONNIE J. LOPEZ, WIFE and HUSBAND** (collectively referred to as "Owner").

WITNESSETH:

WHEREAS, Owner owns all that certain real property situate in the County of San Mateo, State of California, commonly known as 24 Don Court (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference with Anne M. Lopez and Lonnie J. Lopez, wife and husband as community property; 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. 15378 adopted Nov. 17, 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

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.

A G R E E M E N T:

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 or 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. 15378 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 Nov. 17, 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.

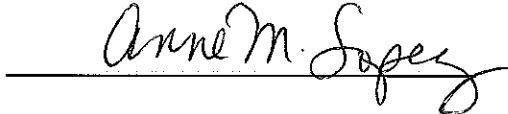
6. **RECORDATION**. This Agreement shall be filed for recordation in the office of the Recorder, County of San Mateo California.

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.

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

OWNER

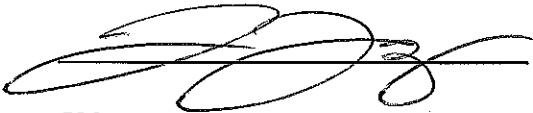
ANNE M. LOPEZ, wife,



[Signature must be notarized]

PLEASE SEE ATTACHED
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC

LONNIE J. LOPEZ, husband,



[Signature must be notarized]

CITY

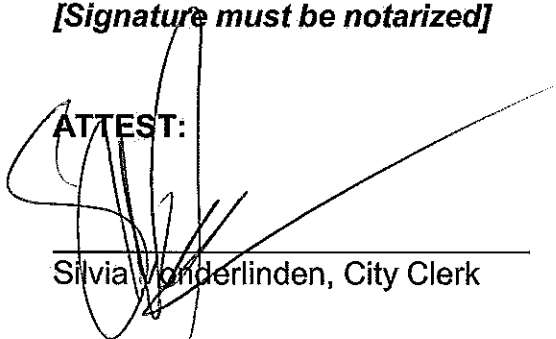
CITY OF REDWOOD CITY, a
municipal corporation



Robert B. Bell, City Manager

[Signature must be notarized]

ATTEST:



Silvia Vonderlinden, City Clerk

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

On 11/08/2014 before me, Tricia Alcontin Enriquez, Notary Public,
(Here insert name and title of the officer)

personally appeared Anne M. Lopez & Lonnie J. Lopez,

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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. 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 not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Annexation Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 11/8/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

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

Exhibit "A"
Proposed Annexation of the Lands of Lopez to the Oak Knoll
Sewer Maintenance District (OKSMD)
24 Don Court, Redwood City
(APN 058-040-130)

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 Lot 7, as delineated upon that certain Map entitled "Pinecrest Manor San Mateo County, California" filed for record in the Office of the Recorder of San Mateo County, State of California on May 23 1946 in Book 25 of Maps on page 55, more particularly described as:

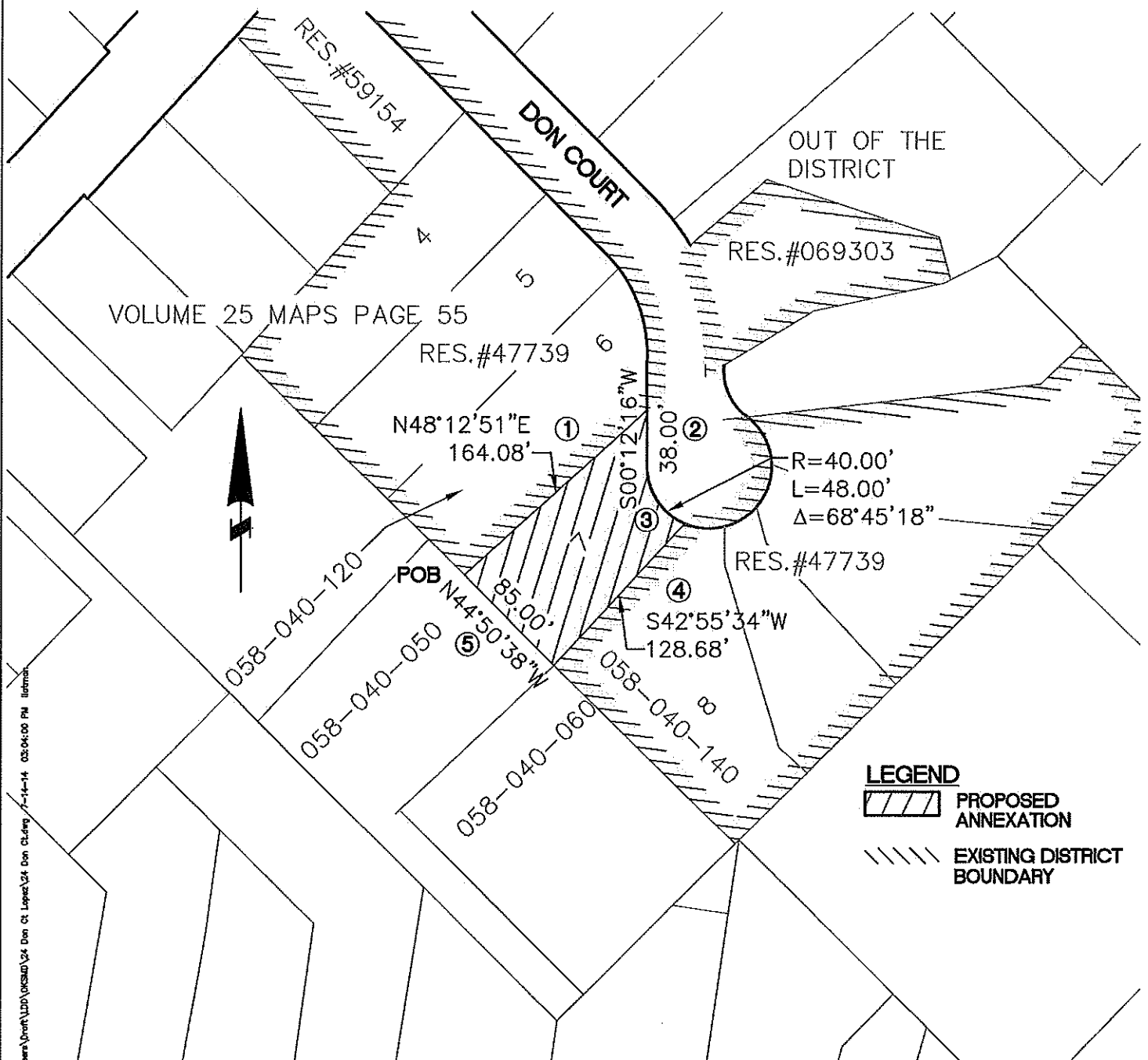
Beginning (POB) at the most Southerly corner of lot 6 of said map

1. Thence from said point along boundary line of Resolution No.47739 of annexation to OKSMD adopted on February 4th 1986, North 48°12'51" East 164.08 feet to Westerly line of Don Court
2. Thence along said line South 00°12'16" West 38 feet to the beginning of the curve to the left having radius of 40 feet
3. Thence southeasterly along said curve through central angle of 68°45'18" for a distance of 48 feet to a point on the boundary of Resolution No.47739 of annexation to OKSMD adopted on February 4th 1986
4. Thence along said boundary South 42°55'34" West 128.68 feet
5. Thence North 44°50'38" West 85.00 feet to POB

Containing an area of 10,756.50 square feet, 0.25 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.

VICINITY MAP
NO SCALE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On November 26, 2014 before me, Julie Ma Rosas, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Robert B. Bell

Name(s) of Signer(s)

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.

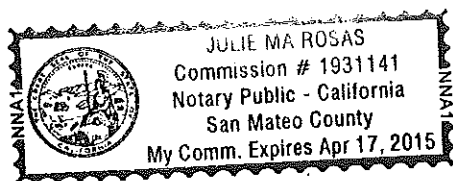
WITNESS my hand and official seal.

Signature

Julie Ma Rosas

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Annexation Agreement

Document Date: November 24, 2014

Number of Pages: 4

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ROUTING COVER SHEET

CITY OR RDA OR OTHER AGENCY/PARTY AGREEMENT OR AMENDMENT OR OTHER

PROFESSIONAL SERVICES OR SUPPLIES/EQUIPMENT: LESS THAN \$60,000 → NO COUNCIL/AGENCY ACTION REQUIRED
GREATER THAN \$60,000 → COUNCIL/AGENCY ACTION REQUIRED

CONSTRUCTION: LESS THAN \$100,000 → NO COUNCIL/AGENCY ACTION REQUIRED
GREATER THAN \$100,000 → COUNCIL/AGENCY ACTION REQUIRED

OTHER: ANNEXATION AGREEMENT

DATE: 11/20/14 **ORIGINATOR:** Nicol for GRACE LE **DIVISION:** ENG **EXT:** 7387

NAME OF CONTRACTOR:

PURPOSE: ANNEXATION AGREEMENT AT 24 DON CT. (Reso. #15378)

AGREEMENT AMOUNT: N/A
ACCOUNT NUMBER:
AVAILABLE BALANCE:

DATE OF REVIEW BY CITY ATTORNEY (If applicable): REV: 10-15-14 VR
DATE OF REVIEW BY RISK MANAGER (If applicable): NA

ROUTE TO	INITIALS	DATE RECEIVED	DATE FORWARDED
☒ ORIGINATOR/SR. CIVIL ENGINEER	g.l.	11/20/14	11/20/14
☒ ENGINEERING MANAGER/CITY ENGINEER	MSS		11/21/14
☐ DEPARTMENT HEAD (May sign agreement to execute if less than \$10,000)			
☐ CITY ATTORNEY (Approve as to form)			
☐ CITY MANAGER (Must sign agreement to execute if \$10,000 or more)			
☒ CITY CLERK	11/26/14	11/26/14	11/26/14

AGREEMENT REQUIREMENTS (Check items attached)

- | | | |
|---|---|---|
| ☒ Proper Signature(s) | ☐ Certificate of Insurance | ☐ Corporate Resolution (if applicable) |
| ☒ Exhibits | ☐ Endorsements to Insurance Policy | ☐ Bonds |
| ☐ Business License | ☒ Motion or Resolution | ☐ Other |

PLEASE RETURN BOTH SIGNED COPIES TO ENGINEERING. CLERK WILL RECEIVE BACK ONCE FULLY EXECUTED