

RESOLUTION NO. 16233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CONDITIONALLY CONSENTING TO ANNEXATION OF PROPERTY AT 23 DON COURT TO THE OAK KNOLL SEWER MAINTENANCE DISTRICT AND APPROVING AND AUTHORIZING EXECUTION OF AN 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 058-040-180 (Address: 23 Don Court, Owners: Flynn Family Trust); 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 56425; 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 City is willing to consent to said annexation in accordance with the terms and conditions hereof.

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

1. This City 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 City 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 Exhibit "A" (Geographic Description) and Exhibit "B" (Plat Map), both of which are attached hereto and by this reference incorporated herein.

4. This City 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 "C", 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 entered into with the owners of the Annexing Property.

* * *

Exhibit "A"
Proposed Annexation of the Lands of Flynn Family Trust
to the Oak Knoll Sewer Maintenance District
23 Don Court
(APN 058-040-180)
Geographic Description

The land referred to herein below is situated in the unincorporated area of San Mateo County, State of California, Township 6 South, Range 4 West, Mount Diablo Prime Meridian and is described as follows:

BEGINNING at the Northeasterly corner of Oak Knoll Sewer Maintenance District Resolution #47739:

1. Thence along a non-tangential curve, concave to the right, Delta of 51°19'22", Arc Length of **35.83 Feet**, Radius of 40.00 Feet;
2. Thence **N 00°12'16" E 4.56 Feet**;
3. Thence **N 61°54'26" E 66.55 Feet**;
4. Thence **N 77°29'16" E 89.16 Feet**;
5. Thence **N 66°01'16" E 39.50 Feet**;
6. Thence **S 44°47'44" E 79.98 Feet**;
7. Thence **S 45°12'16" W 39.54 Feet**;
8. Thence **S 84°45'12" W 196.09 Feet**, more or less to the **Point Of Beginning**;

Containing an area of 14,518.03 square feet, 0.33 acres more or less.

End of description

The herein described Parcel is shown on attached map, Exhibit "B", geographic description and is made a part of hereof.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Adrian VerHagen

ADRIAN VERHAGEN, County Surveyor

DATE: 06 MAY 2024

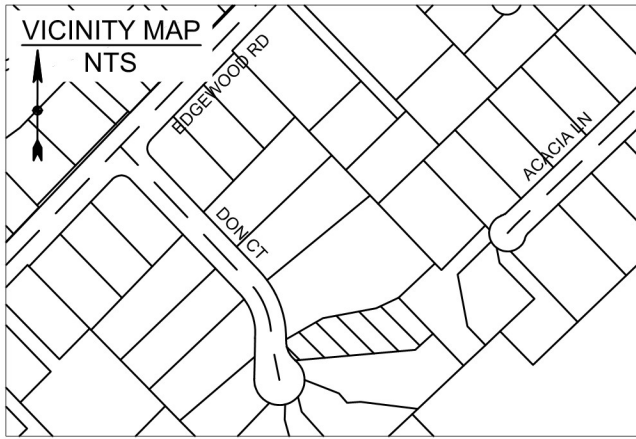


EXHIBIT "B"

ANNEXATION OF THE LANDS OF FLYNN FAMILY TRUST TO THE OAK KNOLL SEWER MAINTENANCE DISTRICT

23 DON CT APN 058-040-180

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
RES#	RESOLUTION NUMBER
P.O.B	POINT OF BEGINNING
	PROPOSED ANNEXATION
	OAK KNOLL SEWER MAINTENANCE DISTRICT BOUNDARY

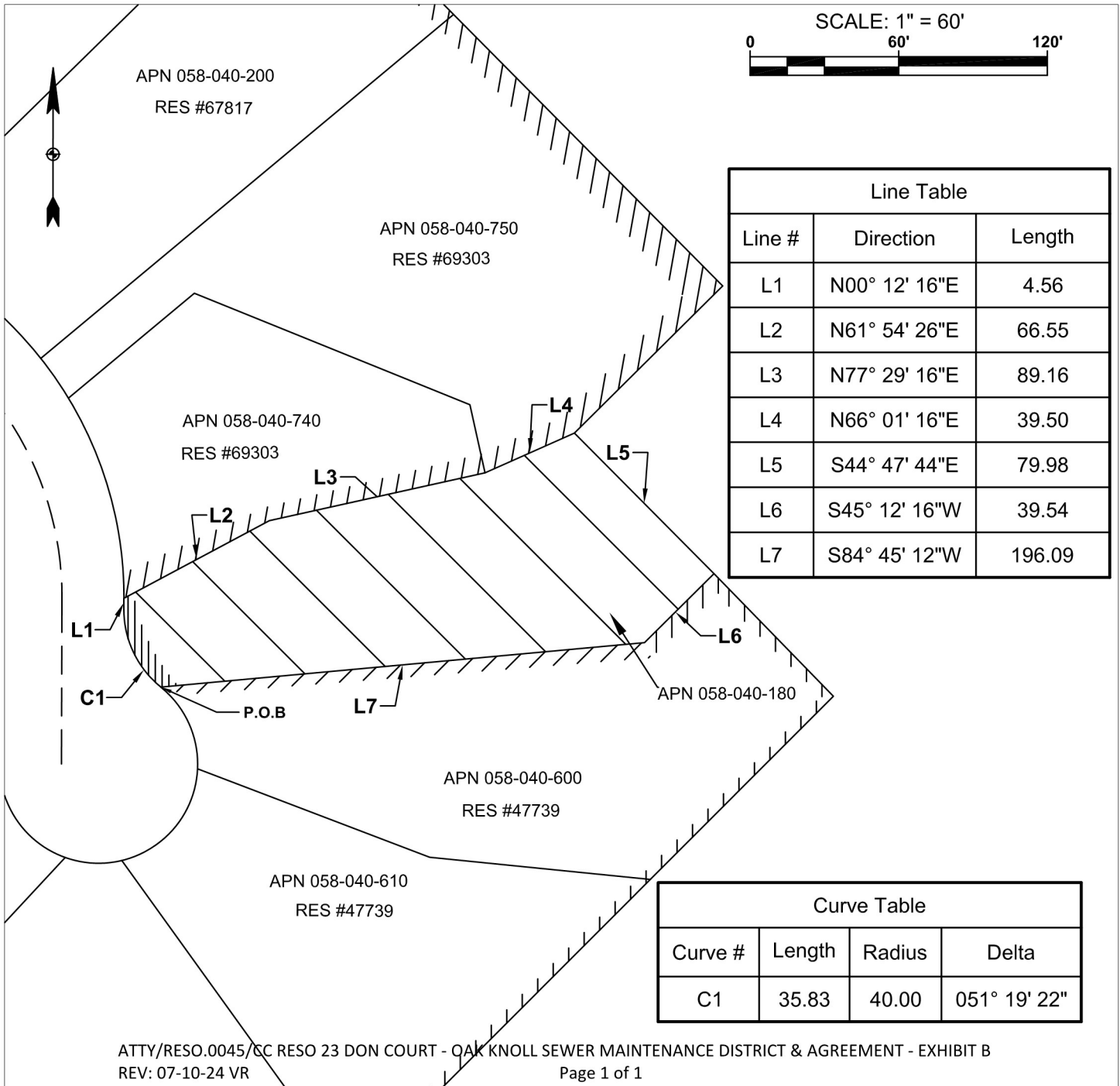


EXHIBIT C

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

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 ____ day of _____, 2024, by and between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California, ("City") and the Property Owner **RYAN P. FLYNN AND KRISTIE C. FLYNN, Trustees of the Flynn Family Trust** dated June 17, 2021 (hereafter 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 23 Don Court, APN 058-040-180 (the "Property"), as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is located within the City's Sphere of Influence as determined by the San Mateo County Local Agency Formation Commission pursuant to Government Code Section 56425; and

WHEREAS, pursuant to Resolution No. _____ adopted _____, 2024 by the City 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.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

1. **CONSENT**. In the event the Property shall be proposed for annexation to the 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 be duly 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. _____ 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 _____, 2024 by the City Council of the City 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.

OWNER

RYAN P. FLYNN AND KRISTIE C. FLYNN, Trustees of the Flynn Family Trust dated June 17, 2021

By:_____

Name:_____

By:_____

Name:_____

[Signatures must be notarized]

CITY

CITY OF REDWOOD CITY, a municipal corporation

Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

Yessika Castro, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel One:

A portion of Lot 9 as shown on that certain Map entitled, "Tract No. 549 Pinecrest Manor, San Mateo County, California", in the City of Redwood City, County of San Mateo, State of California, filed in the Office of the County Recorder of San Mateo County, State of California on May 23, 1946 in Book 25 of Maps at Page 55, described as follows:

Beginning at the intersection of the Easterly line of Don Court with the dividing line between Lots 9 and 10 as shown on said Map; thence along said dividing line North 61°54'26" East 66.55 feet; thence North 77° 29' 16" East 89.16 feet; thence North 66° 01' 16" East 39.50 feet to the most Northerly corner of said Lot 9; thence along the Northeasterly boundary of Lot 9, South 44° 47' 44" East 79.98 feet; thence parallel with the Southeasterly boundary of Lot 9, South 45° 12' 16" West 39.54 feet; thence South 84° 45' 12" West 196.09 feet to a point of reverse curve in said Easterly line of Don Court; thence Northerly along said line of Don Court on the arc of a curve to the right with a radius of 40 feet and a central angle of 51° 19' 04" an arc distance of 35.83 feet; thence North 0° 12' 16" East 4.56 feet to the point of beginning.

Parcel Two:

A non-exclusive easement for pedestrian use as a walkway described as follows:

Beginning at the intersection of the Easterly line of Don Court with the common dividing line between Lots 9 and 10 as shown on said Map; thence Southerly along the Easterly line of Don Court South 0° 12' 16" West 4.56 feet to the beginning of a tangent curve to the left; thence along the arc of said tangent curve to the left having a radius of 40 feet, a central angle of 51° 19' 04" an arc distance of 35.83 feet to a point of reverse curvature; thence leaving said point of reverse curvature on a non-tangent line North 84° 45' 12" East 125.00 feet to the true point of beginning; thence South 78° 23' 18" East 34.48 feet; thence North 70° 02' 35" East 39.38 feet; thence South 84° 45' 12" West 71.09 feet to the true point of beginning.

Said easement is appurtenant to and for the benefit of Parcel One above as conveyed in that certain Grant of Easement recorded May 22, 1961, Recording No. 60089T, Book 3986, Page 596, Official Records.

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 22nd day of July 2024 by the following votes:

AYES: Aguirre, Eakin, Howard, Martinez Saballos, Sturken, Vice
Mayor Espinoza-Garnica and Mayor Gee

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: None



Jeff Gee
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
23rd day of July 2024.



Jeff Gee
Mayor of the City of Redwood City