

RESOLUTION NO. 16280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CONDITIONALLY CONSENTING TO ANNEXATION OF PROPERTY AT 731 ESTHER LANE, ASSESSOR'S PARCEL NUMBER 058-244-080, TO THE OAK KNOLL SEWER MAINTENANCE DISTRICT AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNEXATION AGREEMENT WITH THE PROPERTY OWNERS

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 as the "Annexing Property") and also designated by the following Assessor's Parcel Number: APN 058-244-080 (Address: 731 Esther Lane, Owners: Ali Yurukoglu and Emily M. Parker); 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 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 situated 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 Council hereby determines and declares that, and as a further condition to the consent to annexation to District herein granted, the owners 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 Yurukoglu and
Parker to the Oak Knoll Sewer Maintenance District
731 Esther Lane
(APN 058-244-080)
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:

COMMENCING at the most southeasterly corner of Oak Knoll Sewer Maintenance District Resolution #48369, ratified September 2nd, 1986:

1. Thence **N 01°02'30" E 164.72 Feet;**
2. Thence **S 84°30'41" E 102.85 Feet;**
3. Thence **S 13°38'30" W 170.79 Feet;**
4. Thence **N 80°18'40" W 66.11 Feet** to the **Point of Commencement;**

Containing an area of 14,083 square feet, 0.32 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: 17 October 2024

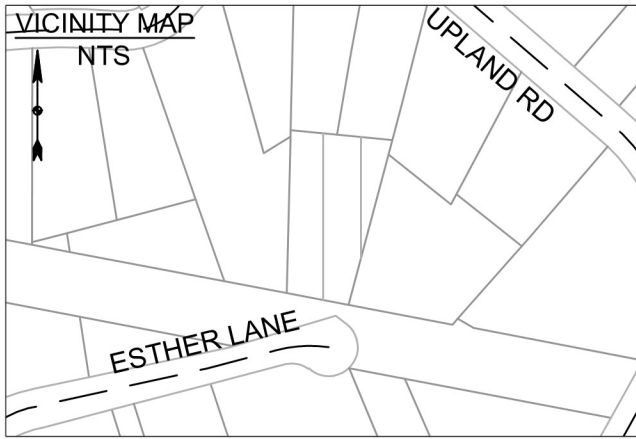


EXHIBIT "B"

ANNEXATION OF THE LANDS OF YURUKOGLU AND PARKER TO OAK KNOLL SEWER MAINTENANCE DISTRICT 731 ESTHER LANE APN 058-244-080

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
RES#	RESOLUTION NUMBER
P.O.C	POINT OF COMMENCEMENT
	PROPOSED ANNEXATION
	O.K.S.M.D BOUNDARY

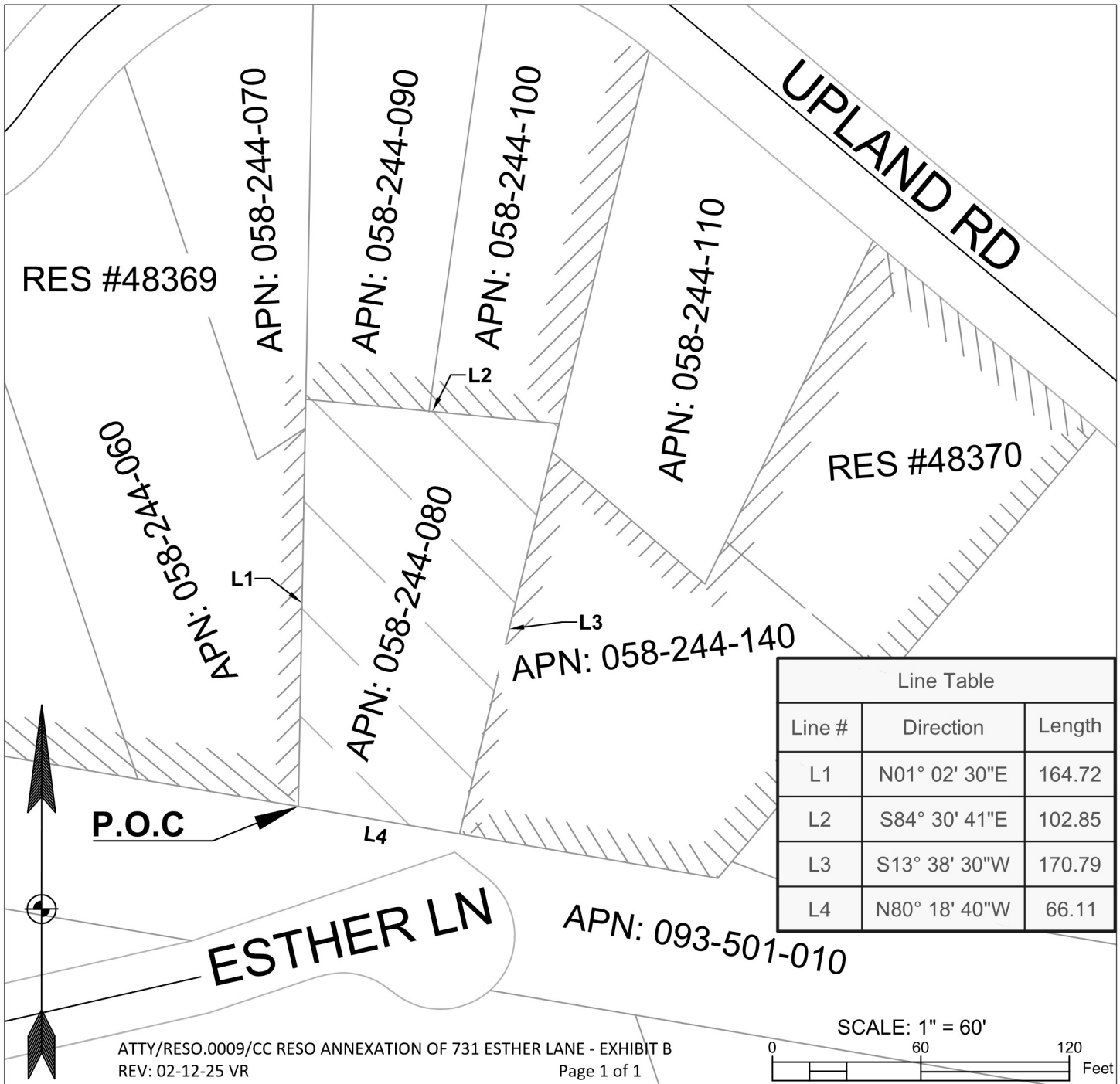


EXHIBIT C

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 _____, 2025, by and between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California, ("City") and the Property Owners, **Ali Yurukoglu** and **Emily M. Parker** (hereafter referred to as "Owners").

W I T N E S S E T H:

WHEREAS, Owners own all that certain real property situated in the County of San Mateo, State of California, commonly known as 731 Esther Ln, APN 058-244-080 (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 _____, 2025 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, Owners were 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, Owners desire 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, Owners hereby consents to said annexation, and hereby waives Owners' 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, Owners agree 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 Owners 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 _____, 2025 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, Owners, and Owners' 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.

OWNERS

ALI YURUKOGLU AND EMILY M. PARKER

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

For APN/Parcel ID(s): 058-244-080

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PORTION OF LOT 3, IN BLOCK 23, AS DESIGNATED ON THE MAP ENTITLED, "OAK KNOLL MANOR REDWOOD CITY, SAN MATEO CO., CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MAY 10, 1916 IN LIBER 10 OF MAPS, AT PAGES 4 TO 11 INCLUSIVE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE LINE DIVIDING LOTS 2 AND 3, IN BLOCK 23, AS SHOWN ON THE MAP ABOVE MENTIONED, AND THE NORTHERLY LINE OF ESTHER LANE, (A 30 FOOT ROADWAY), AS SHOWN ON THE MAP ENTITLED, "RESUBDIVISION OF LOTS 4 AND 5 BLOCK 23 OAK KNOLL MANOR NEAR REDWOOD CITY, CALIF. ", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON SEPTEMBER 5, 1919, IN LIBER 10 OF MAPS, AT PAGE 26; THENCE FROM THE POINT OF BEGINNING NORTH 13° 38' 30" EAST ALONG SAID DIVIDING LINE 178.09 FEET TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN THE DEED FROM MARGARET S. BAUGH TO ALBERT CADELAGO, RECORDED OCTOBER 25, 1948 IN LIBER 1584 OF OFFICIAL RECORDS, AT PAGE 543; THENCE NORTH 84° 30' 48" WEST ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN THE DEED TO KENNETH C. SJOBERG AND WIFE, RECORDED AUGUST 30, 1948 IN LIBER 1565 OF OFFICIAL RECORDS, AT PAGE 380, A DISTANCE OF 102.81 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN THE DEED TO MONROE SCHWEITZER AND WIFE, RECORDED JULY 28, 1926, IN LIBER 237 OF OFFICIAL RECORDS, AT PAGE 428; THENCE SOUTH 1° 02' 30" WEST ALONG SAID EASTERLY LINE 200.00 FEET TO THE NORTHERLY LINE OF ESTHER LANE, ABOVE MENTIONED; THENCE NORTH 71° 23' EAST ALONG SAID NORTHERLY LINE 68.75 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PARCEL AS DESCRIBED IN THE DEED FROM ANGLO CALIFORNIA TRUST CO., A CORPORATION ET AL, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, RECORDED OCTOBER 27, 1922, IN LIBER 55 OF OFFICIAL RECORDS, AT PAGE 78.

TOGETHER WITH ALL RIGHTS RESERVED UNTO THE GRANTOR IN THE ABOVE MENTIONED DEED FROM ANGLO CALIFORNIA TRUST CO., A CORPORATION, ET AL, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, TO CROSS OVER THE LANDS SO DESCRIBED.

JPN 058-024-244-08

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 24th day of February 2025 by the following votes:

AYES: Chu, Howard, Padilla, Sturken, Vice Mayor Eakin, and
Mayor Martínez Saballos

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: Gee



Elmer Martínez Saballos
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
24th day of February 2025.



Elmer Martínez Saballos
Mayor of the City of Redwood City