

RESOLUTION NO. 16049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY CONDITIONALLY CONSENTING TO ANNEXATION OF TERRITORY AT 762 HILLCREST DRIVE 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 Capacity Agreement allocates a total of 0.5 million gallons per day of sewage treatment capacity rights for the Emerald Lake Hills Area, which is equal to 500,000 gallons per day; and

WHEREAS, in accordance with Redwood City Municipal Code Section 27.101, a single family residential structure is allotted 270 gallons per day of sewerage; and

WHEREAS, the 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 058-271-050 (Address: 762 Hillcrest Drive), Owners: Andrei Garcia and Sondra L. Hellstrom; 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 the Annexing Property enter into an agreement with the City consenting 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, subject to payment of all appropriate sewer connection fees and other charges, and subject to the condition in Paragraph 4.

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 up to 270 gallons per day 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" (Legal 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 execution and recordation of an annexation agreement in a form substantially similar to the draft Annexation Agreement attached as Exhibit "C" evidencing the Annexing Property owners' consent to annexation to City and waiver of protest thereto, 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 Garcia and
Hellstrom to the Oak Knoll Sewer Maintenance District**
762 Hillcrest Drive
(APN 058-271-050)
Geographic Description

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

BEGINNING at the Southwesterly corner of Oak Knoll Sewer Maintenance District Resolution #68293:

1. Thence **N 18°37'00" W 135.55 Feet**, more or less;
2. Thence **S 71°23'00" W 115.00 Feet**, more or less;
3. Thence **S 18°37'00" E 40.24 Feet**;
4. Thence along a tangential curve, concave to the left, Delta of 90°34'0", Arc Length of **150.97 Feet**, Chord Length of 135.74 Feet;
5. Thence **N 70°49'00" E 22.03 Feet**, more or less to the **Point Of Beginning**;

Containing an area of 14,124.00 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, County Surveyor

DATE: April 15th 2022



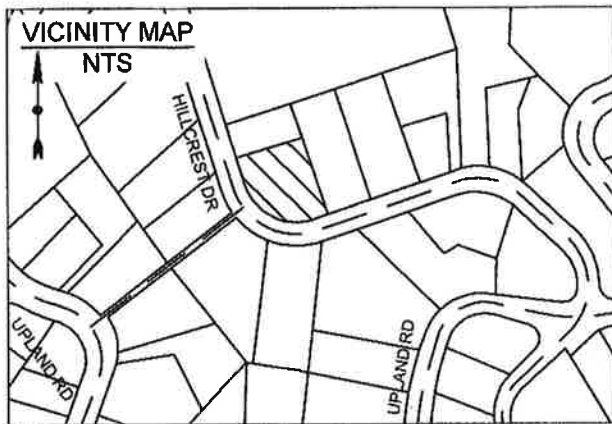


EXHIBIT "B"
ANNEXATION OF THE LANDS OF
GARCIA AND HELLSTROM TO THE
OAK KNOLL SEWER MAINTENANCE
DISTRICT

762 HILLCREST DR
APN 058-271-050

LEGEND

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

SCALE: 1" = 150'



Line Table		
Line #	Direction	Length
L1	N18° 37' 00"W	135.55±
L2	S71° 23' 00"W	115.00±
L3	S18° 37' 00"E	40.24
L4	N70° 49' 00"E	22.03±

Curve Table			
Curve #	Length	Radius	Delta
C1	150.97	95.51	090° 34' 00"

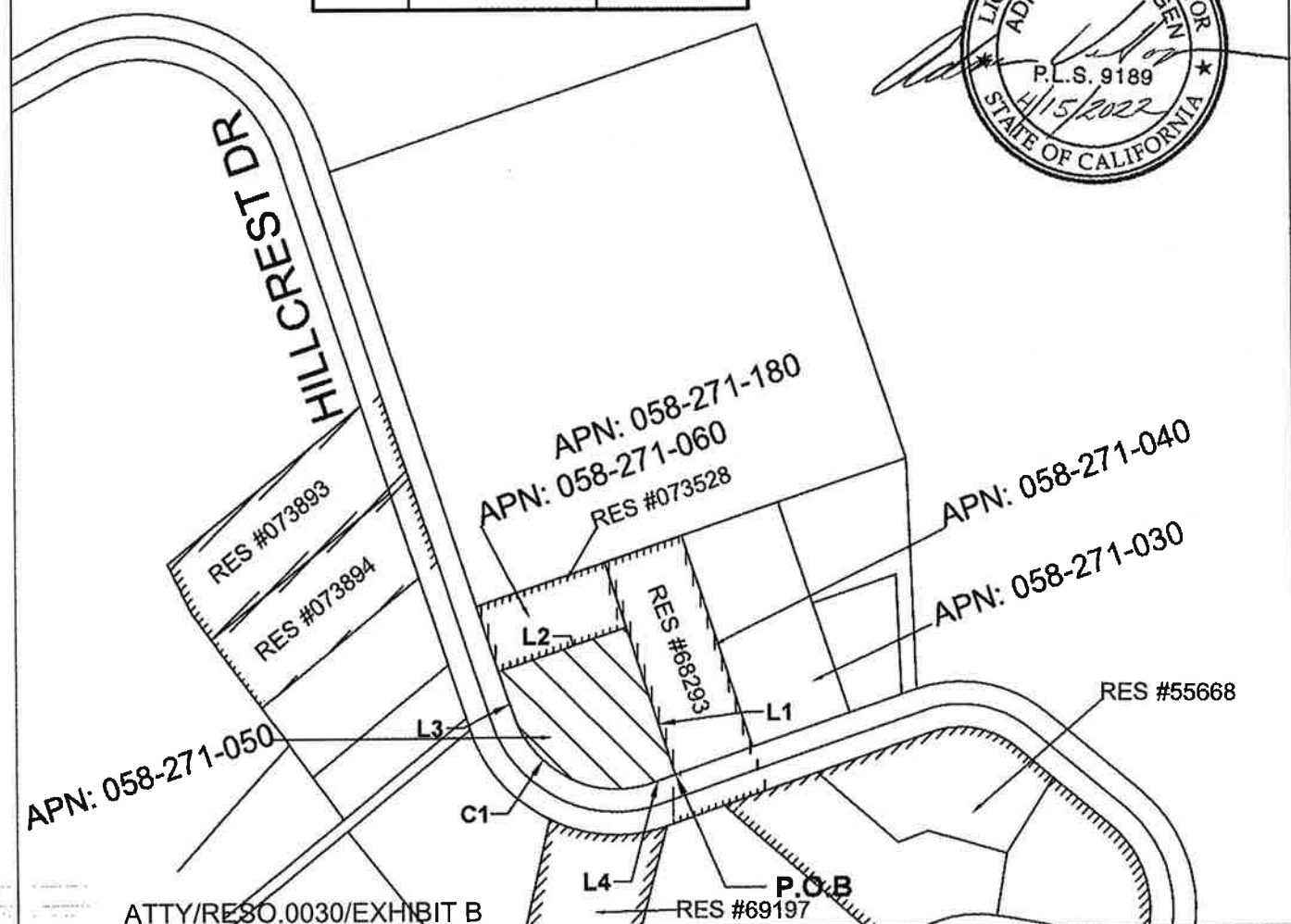


EXHIBIT C

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 _____, 2022, by and between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California, ("City") and the Property Owner **Andrei Garcia and Sondra L. Hellstrom**, husband and wife (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 762 Hillcrest Drive, APN 058-271-050 (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 _____, 2022 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.

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, 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 "A Resolution of the City Council Conditionally Consenting to Annexation of Territory at 762 Hillcrest Drive to Oak Knoll Sewer Maintenance District and Approving and Authorizing Execution of Annexation Agreement in Connection Therewith" adopted _____, 2022 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.

[SIGNATURES ON FOLLOWING PAGE]

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

OWNER

ANDREI GARCIA AND SONDRAL. HELLSTROM

By: _____

Name: ANDREI GARCIA

[Signature must be notarized]

By: _____

Name: SONDRAL. HELLSTROM

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a municipal corporation

Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:

Pamela Aguilar, City Clerk

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 058-271-050

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

PORTION OF LOT 4 IN BLOCK 22, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "OAK KNOLL MANOR, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MAY 10, 1916, IN BOOK 10 OF MAPS AT PAGES 4 TO 11, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HILLCREST DRIVE DISTANT THEREON SOUTH 18° 37' EAST 60.00 FEET FROM ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT, THENCE ALONG THE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY LINES OF HILLCREST DRIVE SOUTH 18° 37' EAST 40.24 FEET, EASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 95.51 FEET AN ARC DISTANCE OF 150.97 FEET AND NORTH 70° 49' EAST 22.03 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LANDS DESCRIBED IN DEED FROM FRED LANGBEHN AND WIFE TO GUSTAV TRAGER, RECORDED AUGUST 1, 1938 IN BOOK 802, AT PAGE 109, OFFICIAL RECORDS OF SAN MATEO COUNTY, THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 135.55 FEET, MORE OR LESS, TO A POINT DISTANT THEREON 60.00 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF SAID LOT, THENCE SOUTHWESTERLY IN A DIRECT LINE TO THE POINT OF BEGINNING.

JPN 058-027-271-05a

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 13th day of June 2022 by the following votes:

AYES: Aguirre, Gee, Howard, Reddy, Smith and Mayor Hale

NOES: None

ABSENT: Espinoza-Garnica

ABSTAINED: None

RECUSED: None



Giselle Hale
Mayor of the City of Redwood City

Attest:



Pamela Aguilar, CMC
City Clerk of Redwood City

I hereby approve the foregoing resolution this
14th day of June 2022.



Giselle Hale
Mayor of the City of Redwood City

