

**Agreement between
Christen G. DiPetrillo and Kyle C. Cady and the
Scenic Heights County Sanitation District
for the Provision of Sanitary Sewer Service for a Specific Property
in the Unincorporated Area of San Mateo County
Near San Carlos**

This Agreement ("Agreement") entered into this 1st day of August 2023, by and between the Scenic Heights County Sanitation District ("Scenic Heights"), a county sanitation district operated and maintained by the County of San Mateo, and Christen G. DiPetrillo and Kyle C. Cady ("Owners"):

WHEREAS, the Owners own the property located at 83 El Vanada Road (Assessor Parcel Number or APN 051-440-080) in the unincorporated area of San Mateo County, within the Sphere of Influence of the City of San Carlos ("City"), and more particularly described in Exhibit A, attached hereto and made a part hereof and hereinafter referred to as "Property"; and

WHEREAS, pursuant to City Resolution No. 2023-084, said property located in the unincorporated area of San Mateo County, within the City Sphere of Influence, may connect to the appropriate sewer system after meeting various conditions, including but not limited to a failing septic system on the property to be connected; and

WHEREAS, as a result of failing septic system and associated health and safety concerns, the Owners require the use of and the right to connect to facilities of Scenic Heights and propose to do so by constructing a private sanitary sewer lateral, shown in those certain engineering plans entitled Sewer Improvement Plans 83 El Vanada Road and dated July 6, 2023 on file with the Scenic Heights; and

WHEREAS, the Owners have entered into that certain Outside Services Agreement dated June 26, 2023, with the City, wherein the City agrees to provide public sanitary sewer services to the Owners upon the satisfaction of the conditions specified; and

WHEREAS, the Owners' property is located within the sphere of influence of the City and outside the boundaries of the Scenic Heights, and City has applied to the Local Agency Formation Commission (LAFCO) for the extension of sanitary sewer service under Government Code Section 56133 on behalf of the Owners; and

WHEREAS, LAFCO granted such sanitary sewer service extension by the City at its regular meeting of July 19, 2023; and

WHEREAS, concurrently with this Agreement, that certain agreement dated September 3, 1985, between the County of San Mateo ("County"), the Scenic Heights, the Emerald Lake Heights Sewer Maintenance District ("Emerald Heights"), and the City is proposed to be amended to include the Property as an area to be served by Scenic Heights' and City's facilities; and

WHEREAS, the Owners and Scenic Heights desire to set forth the ownership and maintenance responsibilities for the private sanitary sewer lateral and transporting and treating sewage from said Property.

NOW THEREFORE, the Owners and Scenic Heights hereby agree as follows:

1. Sewer Lateral Construction, Ownership and Maintenance Responsibilities
 - 1.1 The Owners shall be responsible for all costs associated with the installation of the proposed private sanitary sewer lateral, including but not limited to engineering design, plan reviews, construction, inspections, permits, and connection and treatment costs incurred or levied by the Scenic Heights or the County.
 - 1.2 All fees and charges shall be paid to the Scenic Heights prior to the final signoff of the Sewer Inspection Permit.
 - 1.3 Prior to the annexation of the Property into the City, the Scenic Heights agrees to provide sewage transport from the private sewer lateral connection to the Scenic Heights sanitary sewer manhole on Edgewood Road. The sewer lateral shall be installed and owned by the Owners and as such all repair and reconstruction of said lateral shall be the Owners' responsibility.
 - 1.4 The Owners shall pay to City the sewer service charge levied by the City, for similar type service levied on parcels and for similar uses by the City, for the Property. The Scenic Heights shall not include the Property in its annual report of residential connections to the City for payment by the Scenic Heights.
2. Term of Agreement. This Agreement shall terminate upon the annexation of the Property, into the City. The Scenic Heights at that time will no longer have the obligation to provide sewage transport. However, it is understood that payments for the use of Scenic Heights' facilities as provided by that agreement dated September 3, 1985, between the County, Scenic Heights, Emerald Heights and City shall continue to be made by the City on behalf of the Owners, or by the Owners if City does not make said payments as determined by said agreement.
3. Indemnification. The private sewer lateral will be constructed by and for the sole benefit of Owners' property and Owners will be the only ones discharging waste and wastewater in said sewer lateral. Owners therefore have control as to what waste enters said lateral. Therefore, Owners shall indemnify, defend and hold harmless the Scenic Heights and County, their officers, employees and/or agents against any claims, liabilities and /or lawsuits which may arise from the performance of any and all terms and conditions of this Agreement.
4. Miscellaneous

- 4.1 Amendments. This Agreement may only be amended by a written agreement executed by both the Scenic Heights and Owners.
- 4.2 Assignment. This Agreement shall be binding upon the successors, heirs and assigns of the Owners and Scenic Heights.
- 4.3 California Law. The laws of the State of California shall govern this Agreement.
- 4.4 Entire Agreement. This Agreement together with the agreement dated September 3, 1985, between the County, Scenic Heights, Emerald Heights and the City as amended, contains the sole and entire agreement between the Owners and Scenic Heights hereto relating to the Property and correctly sets forth the rights, duties, and obligations of the Owners and Scenic Heights.
- 4.5 Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be void, said portion shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in effect.
- 4.6 Notice. Notice under this Agreement shall be deemed effective upon the deposit into first class mail, postage prepaid and address to the parties as follows:

OWNERS:

Dr. Christen G. DiPetrillo and Dr. Kyle C. Cady
83 El Vanada Road
Redwood City, CA 94062

SCENIC HEIGHTS COUNTY SANITATION DISTRICT:

County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Director of Public Works

- 4.7 Exhibits. All exhibits, to which reference is made in this Agreement, are incorporated in this Agreement by the respective reference to them, whether or not they are actually attached.
- 4.8 Recordation. This Agreement and its exhibit shall be recorded by the County in the San Mateo County Recorder's Office. Owners shall have their signatures to this Agreement notarized to facilitate the recordation of this Agreement by County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Date: _____, 2023

Scenic Heights County Sanitation District


By: _____
President, Board of Supervisors
Ex-Officio Governing Board

ATTEST:

Date: July 14, 2023

By:


Christen G. DiPetrillo


Kyle C. Cady

ATTEST:

PLEASE DETACH
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Mateo }

On July 14, 2023 before me, Helen Sutherland, Notary Public
(Here insert name and title of the officer)

personally appeared Christen G. DiPetriello & Kyle C. Cady
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.

Helen Sutherland

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- 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 with a staple.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 051-440-080

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:

PARCEL ONE:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF LAND DESCRIBED AS PARCEL 2 IN DEED FROM LAURA HARWOOD AND HUSBAND TO FLOYD L. BAIRD, ET AL, DATED MARCH 7, 1933 AND RECORDED APRIL 1, 1933 IN BOOK 591 OF OFFICIAL RECORDS AT PAGE 224, RECORDS OF SAN MATEO COUNTY CALIFORNIA, SAID POINT OF BEING REFERRED TO IN SAID DEED AS POINT "B"; THENCE NORTHERLY, ALONG SAID WESTERLY BOUNDARY, 2.89 FEET; THENCE NORTH 76° 45' EAST, PARALLEL WITH THE SOUTHERLY BOUNDARY OF SAID PARCEL 2, 157.39 FEET TO THE EASTERLY BOUNDARY OF SAID PARCEL 2; THENCE SOUTHERLY, ALONG SAID EASTERLY BOUNDARY, 70.115 FEET; THENCE SOUTH 76° 45' WEST, PARALLEL WITH THE SOUTHERLY BOUNDARY 149.85 FEET TO SAID WESTERLY BOUNDARY; THENCE NORTHERLY, ALONG SAID WESTERLY BOUNDARY, 67.40 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT OVER THAT CERTAIN 40 FOOT STRIP OF LAND KNOWN AS EL VANADA ROAD AND ACROSS THE PROPERTY OF THE CITY AND COUNTY OF SAN FRANCISCO, AS GRANTED TO FLOYD L. BAIRD AND GRACE M. BAIRD, BY GRANT RECORDED JANUARY 24, 1935 IN BOOK 644 OF OFFICIAL RECORDS AT PAGE 192, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

SAID EASEMENT SHALL BE APPURTENANT TO PARCEL ONE ABOVE AND WAS CREATED BY DEED DATED APRIL 4, 1949 AND RECORDED APRIL 7, 1949 IN BOOK 1645 OF OFFICIAL RECORDS AT PAGE 648 (FILE NO. 84574-H), RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

JPN 051-044-440-08