

ORIGINAL

RESOLUTION NO. 15446

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 058-243-110 (Address: 423 Upland Road, Owner: David Bebb, a single man); 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 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 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/Public Financing Authority Meeting
thereof held on the 28th of September 2015 by the following votes:

Council members: Council Members Aguirre, Bain, Howard, Pierce, Seybert, Foust,
and Mayor Gee

NOES: None


RECUSED: None

ABSENT: None



Jeffrey Gee
Mayor of the City of Redwood City

Attest:



Silvia Vonderlinden
City Clerk of Redwood City

I hereby approve the foregoing
resolution this 30th day of September 2015.



Jeffrey Gee
Mayor of the City of Redwood City

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

2016-042436 CONF

1:50 pm 05/06/16 AG Fee: NO FEE

Count of pages 9

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 2 2 0 2 1 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 28th day of September, 2015, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, ("City") and the Property Owner David Bebb, a single man (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 423 Upland Road (the "Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference with David Bebb, a single man, holding undivided interest in the Property as community property with rights of survivorship; 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. 15446 adopted September 28, 2015 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. 15446 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 September 28, 2015 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.

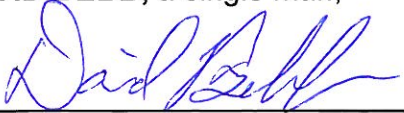
7. **CAPTIONS**. Paragraph headings as used herein are for convenience only, and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

[SIGNATURES ON FOLLOWING PAGE]

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

OWNER

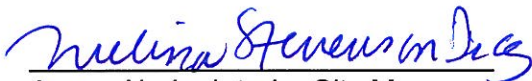
DAVID BEBB, a single man,



[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation



~~Aaron Aknin, Interim City Manager~~

Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:



Silvia Vonderlinden, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 SANTA CLARA)

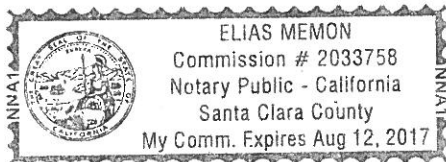
On 04/21/2016 before me, ELIAS MEMON, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared DAVID BEBB
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 Elias Memon
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ANNEXATION AGREEMENT Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

Exhibit "A"
Proposed Annexation of the Lands of Bebb to the Oak Knoll
Sewer Maintenance District
423 Upland Road, Redwood City

APN 058-243-110
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 portion of Lot 7, Block 19 as delineated upon that certain Map filed in Book 10 of Maps on Page 4 in the Office of the Recorder of San Mateo County.

Beginning at a point (POB) on the Southerly boundary of the Oak Knoll Sewer Maintenance District (OKSMD) boundary adopted on December 21, 1999 by Resolution No.63265

1. Thence from the point on the Southern boundary of OKSMD South $33^{\circ}57'30''$ East 121.76 feet to the center line of Upland Road and to the beginning of non-tangent curve to the left with radius of 573.14 feet and a radial bearing of North $46^{\circ}33'07''$ West
2. Thence southwesterly along said curve through central angle of $12^{\circ}51'27''$ for a distance of 128.62 feet along the center line of Upland Road to the beginning of reversing curve to the right with radius of 73.10 feet
3. Thence northwesterly along said curve through central angle of $81^{\circ}09'48''$ for a distance of 103.55 feet along the center line of Upland Road
4. Thence North $61^{\circ}44'30''$ East 164.10 feet along Southerly boundary of OKSMD to the POB

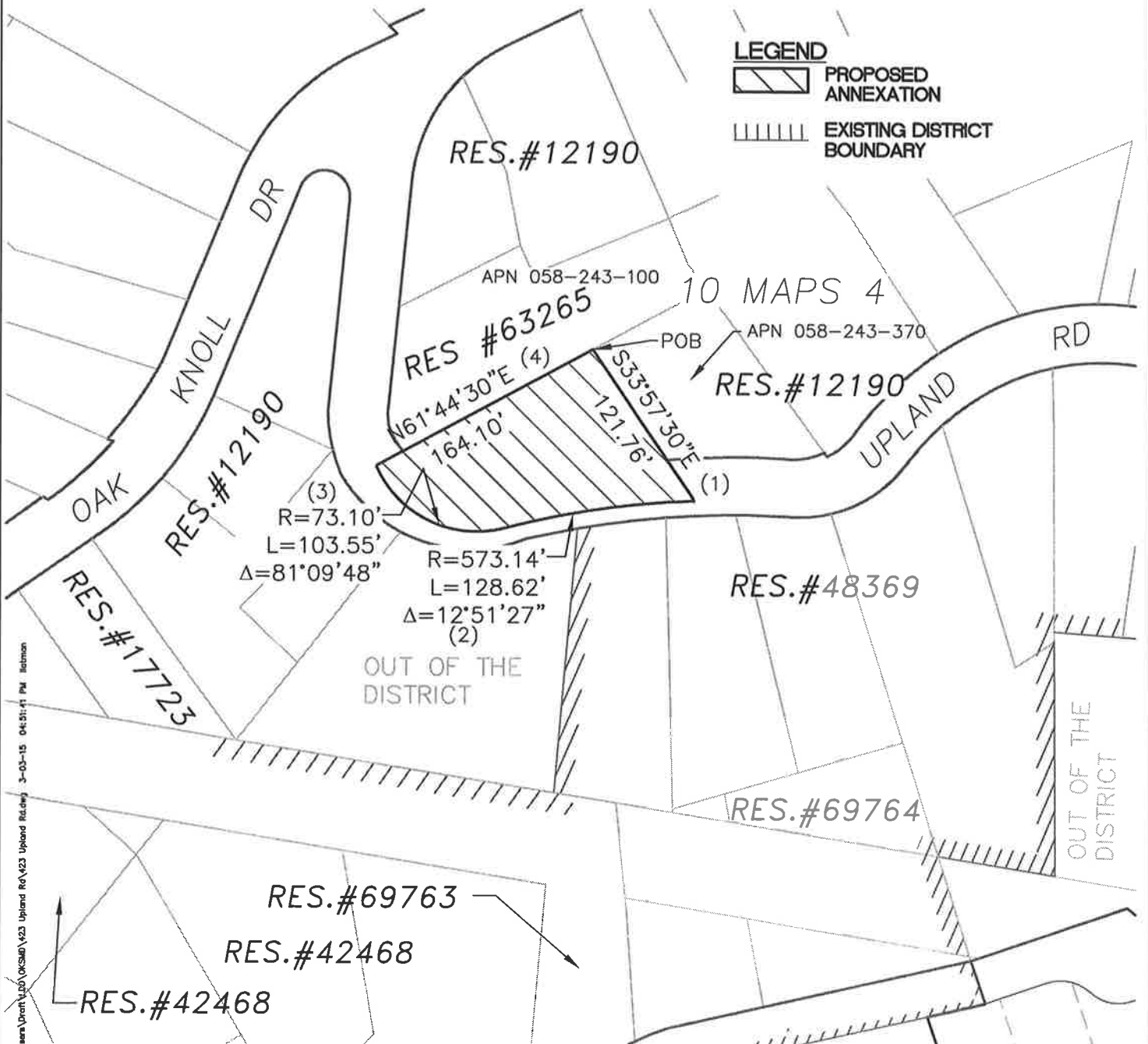
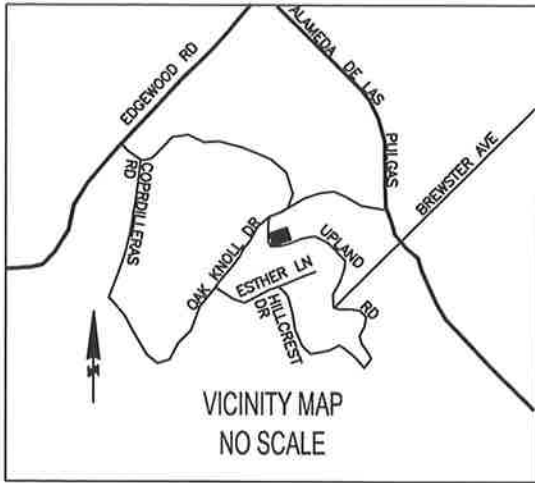
Parcel contains an area of 14,203.15 square feet, 0.33 acres more or less.

End of description

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

EXHIBIT 'A'

ANNEXATION OF THE LANDS OF BEBB TO THE OAK KNOLL SEWER MAINTENANCE DISTRICT 423 UPLAND ROAD, REDWOOD CITY APN 058-243-110



County of San Mateo
Assessor-County Clerk-Recorder
Mark Church

555 County Center
Redwood City, CA, 94063

Finalization 2016026279

5/6/16 1:50 pm

013 86

Item	Title	
1	AG	
Agreement		
Document ID		Amount
DOC# 2016-042436		49.00
Time Recorded 1:50 pm		

Total	0.00
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Payment Type	Amount
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NO FEE	49.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS