

**SANITARY SEWAGE CONVEYANCE AGREEMENT FOR FIVE PROPERTIES ON WINDING WAY THROUGH THE DEVONSHIRE COUNTY SANITATION DISTRICT**

THIS AGREEMENT entered into this 6<sup>th</sup> day of April, 2021, by and between DEVONSHIRE COUNTY SANITATION DISTRICT (“DCSD”), a special district of the County of San Mateo, State of California, The City of San Carlos (“City”) and Canyon Vista Partners, LLC (“Owner”).

**WITNESSETH:**

**WHEREAS**, Owner of certain real property situated in the City and more particularly described in Exhibit “A,” which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein (the “Property”); and

**WHEREAS**, the Property is known in the records of the Assessor of San Mateo County as Assessor Parcel Nos.: 049-141-750 (518 Winding Way), 049-141-740 (528 Winding Way), 049-141-730 (538 Winding Way), 049-141-720 (558 Winding Way) and 049-020-010 (521 Winding Way); and

**WHEREAS**, the Property will require sanitary sewer service, and the sanitary sewer system of the City does not currently extend to the Property; and

**WHEREAS**, the DCSD does not include the Property but does have existing sanitary sewer facilities in the vicinity of the Property; and

**WHEREAS**, the Owner, with the assent of the City has sought permission from the DCSD to discharge sewage effluent from the Property to the existing facilities of the DCSD for the purpose of having said sewage conveyed through DCSD’s sanitary sewer system; and

**WHEREAS**, the DCSD is willing to convey sewage effluent from the Property subject to the terms and conditions hereinafter set forth:

**NOW, THEREFORE**, in consideration of the above premises and of the mutual promises herein contained, the parties hereto agree as follows:

1. **Right to Discharge Sewage Effluent to DCSD’s Sewer Facilities.** DCSD hereby grants to Owner a right to discharge sewage effluent emanating from the five parcels in the Property to the sanitary sewer facilities of DCSD. Pursuant to this grant of revocable right by DCSD, DCSD will transport said sewage effluent through the DCSD sewer system. DCSD grants this right subject to the terms and conditions set forth in this Agreement and may, upon sixty (60) days’ written notice to Owner, revoke some or all of the rights granted by DCSD in this Agreement, if the five parcels in the Property do not comply with the terms of this Agreement.

2. **DCSD’s Rules, Regulations and Ordinances.** DCSD’s Rules, Regulations and Ordinances with respect to the nature and composition of sewage effluent permitted to be discharged to DCSD’s sewer facilities, as prescribed in Chapter 4.28 – Discharge of Waste into

Sewer System of the San Mateo County Ordinance Code, shall apply to all sewage effluent discharged to DCSD's sewer facilities pursuant to this Agreement. No effluent containing a constituent prohibited by DCSD shall be discharged to DCSD's sewer facilities from any of the parcels authorized by this Agreement to discharge sewage effluent to DCSD's facilities. Violation by Owner or any of its successors of any DCSD Rules, Regulations and Ordinances shall be cause to revoke the rights under this Agreement as to all five parcels identified in this Agreement. It shall be the Owners' and its successors obligation to be informed of the DCSD's Rules, Regulations and Ordinances and any updates thereto. The DCSD Rules, Regulations and Ordinances are available at:  
[https://library.municode.com/ca/san\\_mateo\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/ca/san_mateo_county/codes/code_of_ordinances).

3. **Flow Limits.** The sewage flow emanating from any of the parcels authorized by this Agreement to discharge sewage effluent to District's sewer facilities will not exceed 220 gallons per day or any flow limit set by the City, whichever is less. Owner shall demonstrate compliance by performing flow metering or other methods every five (5) years or at the request of the City or DCSD and submit results to DCSD to the satisfaction of the DCSD.

4. **Sewage Treatment and Disposal.** Nothing in this Agreement extends any of DCSD's sewage treatment and disposal rights to any portion of the Property. Sewage treatment and disposal rights for all portions of the Property are a matter between Owners and the City; except that no sewage may be discharged to DCSD's facilities until sewage treatment and disposal rights have been secured by Owner from the City for those portions of the Property authorized by this Agreement to discharge sewage effluent to DCSD's sewer facilities.

5. **Point of Connection to DCSD Sewer Facilities.** The sanitary sewer facilities to be constructed by Owner to discharge the sewage effluent authorized by this Agreement to the DCSD's sewer facilities are to be connected to the sanitary sewer facilities of DCSD at DCSD's manhole at the intersection of Winding Way and Chesham Avenue.

6. **Construction of Connection to DCSD's Sewer Facilities.** The connection of the sanitary sewer facilities to be constructed by Owner at Owner's expense to discharge the sewage effluent authorized by this Agreement to DCSD's sewer facilities shall be constructed to DCSD's standards and in accordance with that certain Improvement Plan entitled Master Development Plan as referenced and attached here as Exhibit "B".

7. **Permit.** Owner shall obtain a Sewer Inspection Permit (Permit) from DCSD prior to constructing said connection to DCSD's sewer facilities and conform to all conditions of said Permit.

8. **Inspection.** Owner shall pay the cost of DCSD's inspection of work done pursuant to said Permit. Owner shall deposit \$1,000.00 with DCSD, prior to DCSD's issuance of said Permit, to be used to pay for said inspection cost. Owner shall pay to DCSD all inspection costs of DCSD in excess of said deposit. DCSD will refund to Owner all amounts remaining after DCSD's inspection cost is deducted from said deposit or any subsequent deposits.

9. **Acceptance of Work by DCSD.** All work constructed pursuant to said Permit

must be accepted by DCSD before any sewage effluent authorized by this Agreement may be discharged to the DCSD's sewer facilities.

10. **Connection Charges for Use of DCSD's Sewer Facilities.** Owner shall pay DCSD, as consideration for the use of the DCSD's sanitary sewer facilities provided by this Agreement, an amount equal to five (5) times DCSD's one residential unit Connection Charge in effect on the date payment is made. Said payment must be made to DCSD in a lump sum payment prior to the issuance of said Permit by DCSD.

11. **Non-DCSD Sanitary Sewer Facilities.** None of the sanitary sewer facilities constructed by Owner or others to convey the sewage effluent authorized by this Agreement to the DCSD's sewer facilities shall be constructed, owned, operated, maintained, repaired, rehabilitated, reconstructed, or replaced by DCSD. All aspects of said non- DCSD sanitary sewer facilities are a matter between the Owner and the City.

12. **"As-Built" Plans.** Owner shall deliver to DCSD a set of reproducible "As-Built" Plans, signed by a registered civil engineer, attesting to their accuracy, for all sanitary sewer facilities constructed pursuant to said above-mentioned improvement plans and said Permit. Said "As-Built" Plans must be accepted by DCSD before any sewage effluent authorized by this Agreement may be discharged to the DCSD's sewer facilities.

13. **Annual User Fee.** Owner shall pay to the City an annual user fee for each of the five parcels equal to the single family residential unit sewer service charge in effect in the City for that year, and Owner shall pay to DCSD an annual user fee for each of the five parcels in an amount equal to sixty (60) percent of the single family residential unit sewer service charge in effect in DCSD for that year. The DCSD fee will be collected by the City and transmitted to the DCSD upon receipt of an invoice from DCSD. An amount equivalent to ten (10) percent of the DCSD annual user fee will be charged by City to cover the City's administrative cost for collection and transmission of the fee. Owner agrees that Owner and its successors shall have no right to object (including participating in a majority protest) to DCSD sewer service charges as set by DCSD pursuant to the California Constitution.

14. **Restrictions on Ownership Change.** Owner shall not transfer title to any portion of the Property until this Agreement has been recorded in the Office of the Recorder for San Mateo County.

15. **Agreement to Run with the Land.** This Agreement shall be binding upon Owner, its members, successors, transferees and assignees, with respect to the Property.



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 March 16, 2021 before me, R DeChaine, Notary Public,  
(here insert name and title of the officer)

personally appeared \* Ron Grove \*

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]  
Signature



(Seal)

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 049-020-010, 049-141-720, 049-141-730, 049-141-740 and 049-141-750**

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

PARCEL ONE:

Portion of that certain 384 acre Tract described in the deed from San Francisco bank to Willie G. Frost, dated November 22, 1935 and recorded December 12, 1935 in Book 670 Official Records of San Mateo county, Page 259 (70414-c), more particularly described as follows:

Beginning at a point on the Southeasterly line of the above mentioned 384 acre tract of land, distant thereon North 46° 51' 45" East 1872.59 feet from the most Southerly corner of said tract; thence from said point of beginning, North 51° 00' West to a point on a line drawn parallel with and distant 150 feet, measured at right angles Northwesterly from the Southeasterly boundary of said 384 acre tract; thence North 46° 51' 45" East along said parallel line to the Southwesterly line of winding way (formerly Eaton Avenue) as shown on that certain Map entitled "Devonshire properties of municipal properties amended and supplementary Map of subdivision four", which Map was filed in the office of the recorder of the county of San Mateo, State of California on April 13, 1926 in Book 13 of Maps at Pages 49, 50 and 51; thence Southeasterly and Northeasterly along the Southwesterly and Southeasterly line of winding way, to the Southwesterly line of Lot 8, Block 21, as shown on said Map; thence Southeasterly along said Southwesterly line of Lot 8, Block 21, a distance of 38.45 feet to the Southeasterly line of said 384 acre tract; thence South 46° 51' 45" West along the last mentioned line, to the point of beginning.

APN: 049-020-010

JPN: 049-002-020-01

PARCEL TWO:

All that certain real property situate in the City of San Carlos, County of San Mateo, State of California, being all of the lands of Canyon Vista Partners, LLC described as Parcel II in the deed recorded December 19, 2017, in Document No. 2017-113930, a portion of the lands of Canyon Vista Partners, LLC described as Parcel Three in the deed recorded December 1, 2017, in Document No. 2017-107820, and adjacent portions of the former right-of-way of Winding Way as abandoned by the City of San Carlos in Document 2019-082641, recorded 10-4-19, in the Office of the Recorder of said County, more particularly described as follows:

BEGINNING at the Southerly terminus of the course having a bearing and length of North 11°07'37" East 54.60 feet as described in Segment Two of said abandoned right-of-way;

Thence along said right-of-way North 11°07'37" East 54.60 feet to the beginning of a tangent curve to the left having a radius of 162.46 feet;

Thence Northerly along said right-of-way line and curve through a central angle of 22°32'30", an arc length of 63.92 feet;

Thence radial from said curve North 78°35'07" East 20.03 feet to the Westerly line of said Parcel Three of lands of Canyon Vista Partners, LLC;

Thence North 83°44'09" East 135.79 feet;

Thence North 71°54'53" East 3.05 feet to the Westerly line of Segment Three of said abandoned right-of-way,

**EXHIBIT "A"**  
Legal Description  
(continued)

Thence along said line South 18°05'07" East 9.44 feet to the beginning of a non-tangent curve concave to the West having a radius of 75.00 feet and to which a radial line bears North 54°24'08" East, said curve lying on the Easterly line of said Parcel II of lands of Canyon Vista Partners, LLC;

Thence Southerly along said curve through a central angle of 97°11'52", an arc length of 127.23 feet;

Thence tangent from said curve South 61°36'00" West, 42.58 feet to the Northeasterly terminus of the course having a bearing and length of South 58°04'00" West 65.04 feet as described in said Segment Two of said abandoned right-of-way;

Thence along said right-of-way South 58°04'00" West 65.04 feet to the beginning of a tangent curve to the right having a radius of 35.00 feet;

Thence Northwesterly along said right-of-way line and curve through a central angle of 133°03'37", an arc length of 81.28 feet to the point of beginning.

Pursuant to that certain Approval of Lot Line Adjustment recorded October 24, 2019 as Recording No.: 2019-088930, of Official Records.

**PARCEL THREE:**

All that certain real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of the lands of Canyon Vista Partners, LLC described as Parcel I in the deed recorded December 19, 2017, in Document No. 2017-113930, a portion of the lands of Canyon Vista Partners, LLC described as Parcel Three in the deed recorded December 1, 2017, in Document No. 2017-107820, and adjacent portions of the former right-of-way of Winding Way as abandoned by the City of San Carlos in Document 2019-082641, recorded 10-4-19, in the Office of the Recorder of said County; more particularly described as follows:

BEGINNING at the Southerly terminus of the course having a bearing and length of North 25°29'34" West 54.72 feet as described in Segment Two of said abandoned right-of-way;

Thence along said right-of-way North 25°29'34" West 54.72 feet to the beginning of a tangent curve to the right having a radius of 238.46 feet;

Thence Northerly along said right-of-way line and curve through a central angle of 13°16'04", an arc length of 55.22 feet;

Thence tangent from said curve North 12°13'30" West, 5.97 feet;

Thence North 77°46'30" East 17.53 feet to the Westerly line of said Parcel I of lands of Canyon Vista Partners, LLC;

Thence North 7°36'22" East 126.11 feet to the Easterly line of said Parcel I of lands of Canyon Vista Partners, LLC;

Thence South 89°34'26" East 11.90 feet to the Westerly line of Segment Three of said abandoned right-of-way; Thence along said line South 00°25'34" West 26.89 feet to the beginning of a tangent curve to the left having a radius of 79.00 feet

Thence Southerly along said right-of-way line and curve through a central angle of 36°17'26", an arc length of 50.04 feet,

**EXHIBIT "A"**  
Legal Description  
(continued)

Thence tangent from said curve South 35°51'52" East, 36.74 feet to the beginning of a tangent curve to the right having a radius of 127.82 feet;

Thence Southerly along said curve through a central angle of 17°46'46", an arc length of 39.66 feet;

Thence tangent from said curve South 18°05'07" East, 29.45 feet;

Thence South 71°54'53" West 3.05 feet to the Easterly line of said Parcel Three of lands of Canyon Vista Partners, LLC;

Thence South 83°44'09" West 135.79 feet to the Easterly line of Segment Two of said abandoned right-of-way;

Thence radial South 78°35'07" West 20.03 feet to the beginning of a non-tangent curve concave to the West having a radius of 162.46 feet, said curve lying on said Westerly line of said Segment Two of said abandoned right-of-way;

Thence Northerly along said right-of-way line and curve through a central angle of 14°04'41", an arc length of 39.92 feet to the point of beginning.

Pursuant to that certain Approval of Lot Line Adjustment recorded October 24, 2019 as Recording No.: 2019-088930, of Official Records.

**PARCEL FOUR:**

All that certain real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of the lands of Canyon Vista Partners, LLC described as Parcel I in the deed recorded December 19, 2017, in Document No. 2017-113930, a portion of the lands of Canyon Vista Partners, LLC described as Parcel Two in the deed recorded December 1, 2017, in Document No. 2017-107820, and adjacent portions of the former right-of-way of Winding Way as abandoned by the City of San Carlos in Document 2019-082641, recorded 10-4-19, in the Office of the Recorder of said County; more particularly described as follows:

BEGINNING at the Northerly terminus of the course having a bearing and length of North 02°25'34" East 124.86 feet as described in Segment Three of said abandoned right-of-way;

Thence along said right-of-way South 02°25'34" West 97.97 feet;

Thence North 89°34'26" West 11.90 feet to the Easterly line of said Parcel I of lands of Canyon Vista Partners, LLC;

Thence South 72°96'22" West 126.11 feet to the Westerly line of said Parcel I of lands of Canyon Vista Partners, LLC;

Thence South 77°46'30" West 17.53 feet to the Westerly line of Segment Two of said abandoned right-of-way;

Thence along said line North 12°13'30" West, 59.27 feet to the beginning of a tangent curve to the right having a radius of 495.00 feet;

Thence Northerly along said right-of-way line and curve through a central angle of 11°52'48", an arc length of 102.64 feet;

Thence radial from said curve North 89°39'18" East 21.35 feet to the Westerly line of said Parcel Two of lands of Canyon Vista Partners, LLC;

**EXHIBIT "A"**  
Legal Description  
(continued)

Thence North 86°10'47" East 146.26 feet to the Easterly line of said Parcel Two of lands of Canyon Vista Partners, LLC;

Thence radial South 79°04'33" East 9.60 feet to the beginning of a non-tangent curve concave to the East having a radius of 156.65 feet, said curve lying on the Westerly line of said Segment Three of said abandoned right-of-way;

Thence Southerly along said right-of-way line and curve through a central angle of 10°29'54", an arc length of 28.70 feet to the point of beginning.

Pursuant to that certain Approval of Lot Line Adjustment recorded October 24, 2019 as Recording No.: 2019-088930, of Official Records.

**PARCERL FIVE:**

All that certain real property situate in the City of San Carlos, County of San Mateo, State of California, being a portion of the lands of Canyon Vista Partners, LLC described as Parcel Two in the deed recorded December 1, 2017, in Document No. 2017-107820, and adjacent portions of the former right-of-way of Winding Way as abandoned by the City of San Carlos in Document 2019-082641, recorded 10-4-19, in the Office of the Recorder of said County; more particularly described as follows:

BEGINNING at the Southerly terminus of the course having a bearing and length of North 00°00'14" East 101.91 feet as described in Segment Two of said abandoned right-of-way;

Thence along said right-of-way North 00°00'14" East 101.91 feet to the beginning of a tangent curve to the right having a radius of 530.55 feet;

Thence Northerly along said right-of-way line and curve through a central angle of 04°55'56", an arc length of 45.67 feet to the Northwest corner of said Segment Two of said abandoned right-of-way;

Thence South 74°23'00" East 6.98 feet to the Northwesterly corner of said Parcel Two of lands of Canyon Vista Partners, LLC;

Thence along the Northerly line of said lands South 74°07'30" East 212.84 feet to the Northwesterly corner of Segment Three of said abandoned right-of-way;

Thence along said right-of-way South 44°49'50" East 5.46 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 156.65 feet, said curve lying on the Easterly line of said Segment Three of said abandoned right-of-way, a radial line to said beginning of curve having a bearing of North 46.18'35" West; Thence Southerly along said right-of-way line and curve through a central angle of 32°45'58", an arc length of 89.58 feet;

Thence radial North 79°04'33" West 9.60 feet to the Easterly line of said Parcel Two of lands of Canyon Vista Partners, LLC;

Thence South 86° 10'47" West 146.26 feet to the Westerly line of said Parcel Two of lands of Canyon Vista Partners, LLC;

Thence radial South 89°39'18" West 21.35 feet to the beginning of a non-tangent curve concave to the East having a radius of 495.00 feet, said curve lying on the Westerly line of said Segment Two of said abandoned right-of-way;

**EXHIBIT "A"**  
Legal Description  
(continued)

Thence Northerly along said right-of-way line and curve through a central angle of 00°20'55", an arc length 3.01 feet to the point of beginning.

Pursuant to that certain Approval of Lot Line Adjustment recorded October 24, 2019 as Recording No.: 2019-088930, of Official Records.

JPN: 049-014-141-20.01; 049-014-141-20.03; 049-014-141-20.02; and 049-014-141-20

