

# COUNTY OF SAN MATEO

## Inter-Departmental Correspondence

**Date:** August 8, 2001

**Board Meeting Date:** August 21, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Neil R. Cullen, Director of Public Works

**SUBJECT:** Sewer Service for Three Properties within Palomar Park - San Carlos Area - Lands of Heatherington et. al.

### RECOMMENDATION

- 1) Acting as the Governing Board of the County, the Scenic Heights County Sanitation District and the Emerald Lake Heights Sewer Maintenance District, adopt a resolution authorizing the President of the Board to execute an agreement with the City of San Carlos which provides that three developed properties with failing septic systems in the Palomar Park Area can receive sewer service through the Hassler Sewer Line with treatment provided through the City of San Carlos; and
- 2) Acting as the Governing Board of the Scenic Heights County Sanitation District, adopt a resolution authorizing the President of the Board to execute an agreement with Robert J. Heatherington and Beth L. Heatherington, Richard Carey Jones, and Edward S. Morris (collectively "Owners") which provides for the maintenance of facilities constructed by Owners in conjunction with providing sewer service to their developed properties in Palomar Park.

### Previous Board Action

Acting as the Governing Board of the County, the Scenic Heights County Sanitation District (Scenic) and the Emerald Lake Heights Sewer Maintenance District (Emerald Heights), entered into an agreement with the City of San Carlos (City) for the transport and treatment of wastewater that is collected in the Hassler Sewer Line that is owned by Scenic, from property owned by the County (Cordilleras Center) and property within the boundaries of Scenic and Emerald Heights and property within the corporate limits of the City of San Carlos.

Honorable Board of Supervisors

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**Key Facts**

1. The Health Department has determined that the septic systems on Owners' properties are failing and does not believe the systems can be brought up to standards.
2. The Owners were notified that Scenic has a "zero" sphere of influence and therefore the possibility of expanding Scenic's boundaries through the Local Agency Formation Commission (LAFCO) process is highly unlikely. In addition, the wastewater collected by Scenic is treated by San Carlos pursuant to the four party agreement described above, and an agreement with San Carlos for treatment capacity would be required
3. Owners have negotiated with the City of San Carlos and the City is willing to provide wastewater treatment capacity for Owners' property.
4. However, Owners' property is not contiguous to the corporate limits of San Carlos and therefore said property cannot be annexed to the City for the direct provision of city services at this time.
5. LAFCO has held the necessary hearing and has approved of the City providing outside city sewer services to Owners' property. However, the City does not wish to maintain sewer collection facilities that are currently not within their corporate limits.
6. We are recommending that Scenic provide for the maintenance of the facilities to be constructed by the Owners to provide sewer service to their property, and that Scenic be reimbursed for said service until such time as the properties are annexed, in order to insure that said facilities will be maintained in the interim.

**Background**

The Hassler Line was originally constructed as an outfall sewer through the City of San Carlos to the San Francisco Bay from San Francisco's Hassler Health Home Facilities that were located near Edmonds and Edgewood Road. The County entered into an agreement for the use of the Hassler Line by the original Emerald Lake Heights District and for the County facilities located at Cordilleras Center. Scenic became responsible for the Hassler Line as a condition of being allowed to connect to the line to provide sewer service to the properties that are within Scenic. Subsequent amendments to the agreement provided for areas of the City of San Carlos to have its sewage transported through the Hassler Line and also identified the current area served by the Hassler Line with sewage treatment provided by the City of San Carlos.

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### **Discussion**

#### ***City/County/Scenic/Emerald Heights Agreement***

The City of San Carlos has agreed and received LAFCO approval to provide sewage treatment capacity to the Owners' properties in Palomar Park that have failing systems. However, it is necessary to transport the sewage for these properties through the Hassler Line and therefore the City/County/Scenic/Emerald Heights agreement needs to be amended to identify these properties as being served by the Hassler Line.

#### ***Scenic/Owner Agreement***

The sewer facilities, which will need to be constructed by the Owners, are not within the City nor are they within Scenic. City, while willing to provide treatment capacity for the Owners' property is unwilling to maintain facilities outside of its corporate limits. We are recommending that Scenic provide for the necessary maintenance and receive payment for said services until such time as the property is annexed and maintenance is assumed by the City. The proposed Scenic/Owners agreement provides for said maintenance and payment for the maintenance services.

### **Fiscal Impact**

We are recommending that the property owners pay Scenic \$1,000 to cover the non-reimbursable expenses incurred by Scenic in developing agreements, investigating alternatives and reviewing and checking proposed plans; deposit \$2,000 for construction inspection of sewer and pavement repair, with the costs based on actual time charged and with any remaining balance reimbursed after construction is complete.

In addition, each property owner will need to pay Scenic's connection fee adjusted for the San Carlos treatment capacity fee - i.e., \$1,263 (\$2,863 Scenic fee less San Carlos fee of \$1,600). The property owners will also have to pay a sanitary sewer lateral inspection fee of \$50 per connection and be subject to the annual sewer service charge, currently \$272 per connection, until such time as the properties are annexed to the City.

There is no impact to the General Fund.

Honorable Board of Supervisors


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Forms of resolutions and agreements have been approved by County Counsel and the Owners have executed the agreement. San Carlos at the writing of this report had not executed the four party agreement, but we are recommending that your Board authorize the President of the Board to execute this agreement once the City has executed the counter part.



Neil R. Cullen  
Director of Public Works

NRC:sdd

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cc: Neal Martin, City of San Carlos Planning  
Parviz Mokhtari, Director of Public Works, City of San Carlos  
Mr. & Mrs. Heatherington  
321 Palomar Drive, Redwood City, CA 94062  
Mr. Edward Morris  
317 Palomar Drive, Redwood City, CA 94062  
Mr. Richard Carey Jones  
323 Palomar Drive, Redwood City, CA 94062  
Mr. Curtis Brooks, President, Palomar Park Property Owners Association  
1175 Palomar Drive, Redwood City, 94062  
Mr. Robert Olson  
1326 Kilarney, Walnut Creek CA 94598  
Mr. Max Keech, Sunset Real Properties  
540 Price Avenue, Redwood City, CA 94063  
Martha Poyatos, LAFCO  
Brian C. Lee, P.E., Division Manager, Programs and Engineering Services  
Milt Mares, County Counsel

Resolution No. \_\_\_\_\_

Board of Supervisors, County of San Mateo, State of California

\* \* \* \* \*

**Resolution Authorizing Execution of an Amendment to an Agreement  
for the Transport and Treatment of Sewage Collected in the Hassler Sewer Line –  
Emerald Lake Heights/San Carlos/Palomar Park Area -  
Lands of Heatherington et. al.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, acting as the governing Boards of the County of San Mateo (County), the Scenic Heights County Sanitation District (Scenic) and the Emerald Lake Heights Sewer Maintenance District (Emerald Heights), that

**WHEREAS**, Scenic owns the Hassler Sewer Line which transports sewage to the City of San Carlos (City) for further transport and treatment; and

**WHEREAS**, Scenic, County, Emerald Heights and the City entered into an agreement dated September 3, 1985, which enumerates the terms and conditions for the transport and treatment of said sewage and the payment therefore; and

**WHEREAS**, said agreement sets forth the area that is served by the Hassler Sewer Line; and

**WHEREAS**, the parties to said agreement wish to expand said area that is served by the Hassler Sewer Line to include three developed parcels that have failing septic systems that are located in the unincorporated area known as Palomar Park; and

**WHEREAS**, there has been presented to this Board a form of amendment to said agreement that will allow for the expansion of the areas served by the Hassler Sewer Line to include said three parcels, and this Board has reviewed and considered same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that:

1. The President of this Board be and is hereby authorized to execute said agreement for and on behalf of the County, Emerald Heights and Scenic once said amendment has been executed by the City.

2. The Clerk of this Board shall:

- a) attest to the signature of the President on said amendment; and
- b) shall have the agreement recorded with the County Recorder.

\* \* \* \* \*

**AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO,  
SCENIC HEIGHTS COUNTY SANITATION DISTRICT,  
EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT, AND  
THE CITY OF SAN CARLOS  
CONCERNING TRANSPORT, MAINTENANCE AND TREATMENT OF SEWAGE**

This Amendment is made with respect to that certain Agreement between the County of San Mateo, a political subdivision of the State of California ("County"), the Scenic Heights County Sanitation District, a county sanitation district of the County of San Mateo ("Scenic Heights"), the Emerald Lake Heights Sewer Maintenance District, a sewer maintenance district of the County of San Mateo ("Emerald Heights"), and the City of San Carlos, a municipal corporation ("City") dated September 3, 1985 (the "Agreement"), upon the terms and conditions set forth in such Agreement, subject to the following conditions and modifications:

1. Paragraph 5.b. (1) (Payments; City.) is amended in its entirety to read as follows:  
  
(1) The City shall pay to Scenic Heights a proportionate share of operation and maintenance of the Hassler Health Home sewer line ("Hassler Line"). Said share of the Hassler Line shall be 61.5% based upon the ratio of flows from Brittan Heights No. 3 (Vol. 102 at Pages 63-64 of Maps) and Edgewood Park Subdivisions (Vol. 72 at Pages 14-17 of Maps) to total allocable flows in the Hassler Line as described in Alternates B and C of said report prepared by Frahm, Edler and Associates plus flows from the Edgewood Park Subdivision, and from the three parcels in the Palomar Park Area which are comprised of Assessor's parcels 051-032- 020, 040, 050, 130 and 140. The share to be paid by the City shall be adjusted by amendment to this agreement whenever areas of the Districts or City or other conditions that result in a significant change in quantity of sewage emanating from any of the Districts, City or other sewer facilities.
2. This agreement shall be recorded by the County in the Recorder's Office of said County.
3. The parties agree that, except as modified herein, all of the terms and provisions of the Agreement shall remain in effect. In the event of any inconsistency between the Agreement and this Amendment, the terms and provisions of this Amendment shall prevail.

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

Date: \_\_\_\_\_, 2001

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 2001

**SCENIC HEIGHTS COUNTY  
SANITATION DISTRICT**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 1999

**EMERALD LAKE HEIGHTS SEWER  
MAINTENANCE DISTRICT**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 2001

**CITY OF SAN CARLOS**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



**Resolution No. \_\_\_\_\_**

**Board of Supervisors, County of San Mateo, State of California**

\* \* \* \* \*

**Resolution Authorizing Execution of an Agreement for the  
Maintenance and Treatment of Sewage from Three Parcels  
in the Palomar Park Area - Lands of Heatherington et. al.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, acting as the governing Board of the Scenic Heights County Sanitation District (Scenic), that

**WHEREAS**, Robert J. Heatherington and Beth L. Heatherington, Richard Carey Jones, and Edward S. Morris (collectively "Owners"), own developed property within the unincorporated area of Palomar Park near the City of San Carlos; and

**WHEREAS**, Owners have applied to the City of San Carlos (City) for sewer service for their developed property as the County Department of Health has determined that the Owners' existing septic systems are not capable of being repaired and of meeting current County Health Department standards; and

**WHEREAS**, City has consented to provide sewer treatment service for Owners' property, but is unwilling to maintain sewer collection facilities that are outside of City's corporate limits that are necessary, in order to provide sewer service to Owners' property; and

**WHEREAS**, in order to facilitate the needed sewer service the Director of Public Works of the County is recommending that an agreement between Owners and Scenic be entered into which provides for the maintenance of said collection facilities by Scenic and the payment for said services by Owners; and

**WHEREAS**, this Board has considered the recommendation of the Director of Public Works; and

**WHEREAS**, there has been presented to this Board a form of agreement to provide said services and the payment therefore and this Board has reviewed and considered same.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that:

1. The President of this Board be and is hereby authorized to execute said agreement for and on behalf of Scenic.
2. The Clerk of this Board shall:
  - a) attest to the signature of the President on said agreement; and
  - b) have the agreement recorded with the County Recorder.

\* \* \* \* \*

**Agreement between  
Robert J. Heatherington and Beth L. Heatherington,  
Richard Carey Jones, Edward S. Morris and the  
Scenic Heights County Sanitation District  
for the Provision of Sewer Service for Specific Properties in Palomar Park  
City of San Carlos Area**

This Agreement ("Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Scenic Heights County Sanitation District, a county sanitation district of the County of San Mateo ("Scenic"), and Robert J. Heatherington and Beth L. Heatherington ("Heatherington"), Richard Carey Jones ("Jones"), and Edward S. Morris ("Morris") (collectively "Owners"):

**W I T N E S S E T H:**

**WHEREAS**, Owners each own property located in the unincorporated area of Palomar Park, within the Sphere of Influence of the City of San Carlos ("City"), and more particularly described in Exhibit A, attached hereto and made apart hereof and hereinafter referred to as "Properties"; and

**WHEREAS**, pursuant to City Resolution 1991 - 102, property located in the unincorporated area of Palomar Park, 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 systems and associated health and safety concerns, the Owners require the use of and the right to connect to facilities of Scenic and propose to do so by constructing the Palomar Park Sewer Extension ("PPSE"), shown in those certain engineering plans dated August, 2001, consisting of five (5) sheets and entitled - San Carlos Palomar Drive Sanitary Sewer Project- on file with the City and Scenic; and

**WHEREAS**, Owners have entered into that certain Outside Services Agreement dated August 8, 2001, with City, wherein City agrees to provide public sewer services to the Owners upon the satisfaction of the conditions specified; and

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

**WHEREAS**, LAFCO granted such sewer extension by City at its regular meeting of July 18, 2001; and

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

**WHEREAS**, the Owners and Scenic desire to set forth the sewer maintenance responsibilities for the PPSE and the responsibility for transporting and treating sewage from said Properties.

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

1. PPSE Construction, Ownership and Maintenance Responsibilities

1.1 Owners shall finance, including all costs including the plan review, inspection, encroachment permit and connection costs incurred or levied by Scenic or County as well as all costs of having the PPSE constructed as shown in those certain engineering plans dated August, 2001, consisting of five (5) sheets and entitled - San Carlos Palomar Drive Sanitary Sewer Project- on file with the City and Scenic;

1.2 All fees and charges including funds to cover the inspection of the PPSE shall be deposited with Scenic prior to the issuance of an encroachment permit authorizing the installation of the PPSE.

1.3 Owners shall offer for dedication to the public said PPSE including sewer mains, appurtenances and manholes in the public right of way associated with the PPSE. Said offer shall be in affect for a period not less than twenty five (25) years.

1.4 Ownership shall remain with the Owners until such time a said offer is accepted by Scenic, City or another public agency.

1.5 Prior to the annexation of the Properties into the City, Scenic agrees to maintain said sewer main, appurtenances, and manholes in the public right of way associated with the PPSE. Said maintenance service shall be in accordance with the policies as established by Scenic and said maintenance shall be the same as afforded to properties that are served by Scenic within Scenic's boundaries. Scenic shall not be responsible for maintaining Owners' sewer laterals.

1.6 Owners shall pay Scenic either the sewer service charge levied by the City of San Carlos or the sewer service charge levied by Scenic, whichever is greater, for similar type service levied on parcels and for similar uses by either the City or Scenic, for each parcel connected to the PPSE. The initial payment shall be made by Owners in advance of the PPSE being connected to the facilities of Scenic. Subsequent payments shall be collected together with Owners property taxes in the same manner as the charges for properties within Scenic's boundaries are collected.

1.7 Owners also agree that they shall not be entitled to partial reimbursement of payments made in advance for sewer maintenance and sewer treatment service for Owners' property that is subsequently annexed to City.

1.8 It is anticipated that City shall assume the maintenance of said sewer main, appurtenances, and manholes in the public right of way associated with the PPSE after the annexation of the Properties into the City.

2. Term of Agreement. This Agreement shall terminate upon the annexation of the Properties or that portion of Palomar Drive, Clifford Avenue and Scenic Drive where the PPSE is installed, into the City. Scenic at that time will no longer have the obligation to maintain said PPSE and Owners shall not be obligated to pay Scenic for said maintenance service. However, it is understood that payments for the use of Scenic's facilities as provided by that Agreement dated September 3, 1985, between the County, Scenic, Emerald Hills and City shall continue to be made by City on behalf of Owners, or by Owners if City does not make said payments as determined by said agreement.

3. Indemnification. PPSE is initially being constructed by and for the sole benefit of Owners' property and owners will be the only ones discharging waste and wastewater in said PPSE. Owners therefore have control as to what waste enters said line. Therefore, Owners shall indemnify, defend and hold harmless Scenic 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. Additional Connections to PPSE

4.1 It is anticipated that additional property owners may seek connection to the PPSE in order to obtain sanitary sewer service for their properties. Scenic, County and City shall have the right to determine if said properties may be connected to PPSE in order to obtain sewer service and Owners, by executing this agreement waive the their rights to object to said connection.

4.2 Owners as a condition to allowing said connections shall be entitled to be reimbursed a proportionate share of the initial cost of constructing said PPSE excluding the cost for sewage treatment capacity or other fees charged by Scenic or City that are levied against all properties served either by City or Scenic pursuant to a sewer reimbursement agreement between Owners and City.

4.3 Scenic is not responsible for enforcing the provisions of said sewer reimbursement agreement between Owners and City.

#### 5. Miscellaneous

5.1 **Amendments.** This Agreement may only be amended by a written agreement executed by both Scenic and Owners.

5.2 **Assignment.** This Agreement shall be binding upon the successors, heirs and assigns of Owners and Scenic.

5.3 **California Law.** The laws of the State of California shall govern this Agreement.

5.4 **Entire Agreement.** This agreement together with the Agreement dated September 3, 1985, between the County, Scenic, Emerald Hills and the City as amended, contains the sole and entire agreement between the Owner and Scenic hereto relating to the Property and correctly sets forth the rights, duties, and obligations of the Owners and Scenic.

5.5 **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.

5.6 **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

Mr. & Mrs. Heatherington 321 Palomar Drive, Redwood City, CA 94062

Mr. Edward Morris, 317 Palomar Drive, Redwood City, CA 94062

Mr. Richard Carey Jones 323 Palomar Drive, Redwood City, CA 94062

SCENIC HEIGHTS DISTRICT:

County of San Mateo

400 County Center

Redwood City, CA 94063

Attention: Director of Public Works

5.7 **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.

5.8 **Recordation.** This agreement and its exhibit shall be recorded by the County in the Recorder's Office of said County. Owners shall have their signature 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: \_\_\_\_\_, 2001

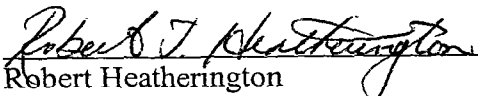
Scenic Heights County Sanitation District

By: \_\_\_\_\_

ATTEST:

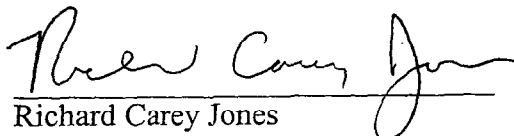
\_\_\_\_\_

Date: \_\_\_\_\_, 2001

By:   
Robert Heatherington

By:   
Beth Heatherington

By:   
Edward Morris

By:   
Richard Carey Jones

ATTEST:

\_\_\_\_\_

## **HEATHERINGTON PROPERTY**

REAL PROPERTY IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, A PORTION OF THE LANDS OF HEATHERINGTON AS DESCRIBED IN THE DEED RECORDED AS DOCUMENT NUMBER 88047626 IN THE RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

ALL OF THE LANDS OF HEATHERINGTON LYING NORTHERLY OF THE SOUTHERLY LINES OF LOT 4 AS SHOWN ON THE AMENDED MAP OF PALOMAR PARK, RECORDED IN VOLUME 16 OF MAPS AT PAGE 49 IN THE RECORDS OF SAID COUNTY

APN: 051-032-040  
051-032-050  
051-032-130

**EXHIBIT A – 1 OF 3**



## **JONES PROPERTY**

Real property located in the State of California, County of San Mateo, commonly known as 323 Palomar Drive, Redwood City, and more particularly described as follows:

Lot 6 and a portion of Lot 5, in Block 1, as designated on the map entitled "AMENDED MAP OF PALOMAR PARK SAN MATEO CO., CALIF.", which map was filed in the office of the Recorder of the County of San Mateo, State of California, on December 1, 1927 in Book 16 of Maps at pages 49-50, and 51, that portion of Lot 5 more particularly described as :

COMMENCING at most southerly corner of said lot 6, thence Southerly along Palomar Drive 6 feet; thence easterly and parallel with line dividing said lots 5 and 6 a distance of 40 feet, thence 15-1/2 feet, more or less, to a point on said dividing line distant 55.36 feet from point of commencement, thence in a westerly direction along said dividing line 55.36 feet to the point of commencement.

That portion of lot numbered five (5) in block numbered one (1) as shown on that certain map entitled "AMENDED MAP OF PALOMAR PARK, SAN MATEO CO., CALIF." which map was filed in the office of the County Recorder of San Mateo County on December 1, 1927, in Book 16 of Maps at pages 49, 50, and 51, lying northwesterly of a straight line drawn southwesterly through said lot No. 5, marked by another 3/4 iron pipe monument driven flush with the ground, distant thereon 10.5 feet,; more or less, northwesterly from the most southerly corner of said lot on Palomar Drive.

APN: 051-032-140

**EXHIBIT A - 2 OF 3**

## **MORRIS PROPERTY**

Lot 2, Block 1, as shown on that certain map entitled, "AMENDED MAP OF PALOMAR PARK", filed in the office of the Recorder of the County of San Mateo, State of California on December 1, 1927 in Book 16 of Maps at pages(s) 49, 50 and 51 and that portion of Lot 3, in Block 1, as shown on the above mentioned MAP, described as follows:

COMMENCING at the point formed by the intersection of the Southeasterly boundary line of said Lot 3 with the line of Palomar Drive; running thence Northwesterly along said line of Palomar Drive, a distance of 3 feet; thence in a Southwesterly direction 70 feet to a point distant 23 feet 5 inches measured at a right angle Westerly from the said Southeasterly boundary line of said Lot; thence Southerly 107.48 feet, more or less to the most southerly corner of said lot; thence Northerly along the said Southeasterly boundary line of said Lot 177.48 feet to Palomar Drive and the point of commencement.

ALSO all that portion of Lot 1 in Block 1 as shown on the above mentioned Map, described as follows:

COMMENCING at the most Southerly corner of said Lot 1 and running Northwesterly along the Southwesterly line of said Lot to Palomar Drive; thence Northeasterly along Palomar Drive 13 feet; thence Southeasterly 80 feet, more or less to the point of commencement.

Assessor's Parcel No: 051-032-020

**EXHIBIT A - 3 OF 3**

STATE OF CALIFORNIA )  
COUNTY OF San Mateo ) ss:

On Aug. 9, 2001, before me, the undersigned Notary Public, personally appeared Bob Hatherly personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Minnie Kosky



STATE OF CALIFORNIA )  
COUNTY OF San Mateo ) ss:

On Aug. 9, 2001, before me, the undersigned Notary Public, personally appeared Bob Hatherly personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Minnie Kosky



STATE OF CALIFORNIA )  
 )  
COUNTY OF San Mateo ) ss:

On Aug. 9, 2001, before me, the undersigned Notary Public, personally appeared ED MORRIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mindie Romanowsky



STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2001, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF San Mateo ) ss:



On Aug. 9, 2001, before me, the undersigned Notary Public, personally appeared Rick Jones, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mindie Romanowsky

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ ) ss:

On \_\_\_\_\_, 2001, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_