

**SUPPLEMENTAL AGREEMENT NO. 33**

**AGREEMENT FOR SEWAGE TRANSMISSION, TREATMENT AND DISPOSAL OF SANITARY SEWERAGE BY AND BETWEEN THE CITY OF REDWOOD CITY, THE COUNTY OF SAN MATEO AND THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California (the "City"), the **COUNTY OF SAN MATEO**, a political subdivision of the State of California (the "County"), and the **EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT** (the "District"), a public corporation.

**WITNESSETH:**

**WHEREAS**, the City, the County and the District entered into an agreement dated August 23, 1983, entitled "Agreement for Sewage Transmission, Treatment and Disposal of Sanitary Sewerage By and Between the City of Redwood City, the County of San Mateo and the Emerald Lake Heights Sewer Maintenance District" (the "Transmission Agreement"), pursuant to which the City provides the District with sewage transmission, treatment and disposal services, subject to the terms and conditions thereof; and

**WHEREAS**, the City and the County entered into an agreement entitled "Agreement – Wastewater Treatment Capacity (Emerald Lake Hills Area)" dated August 19, 1980 (the "Capacity Agreement"), pursuant to which the City has allocated to the County 0.5 mgd (millions of gallons per day) sanitary sewerage treatment

capacity rights for the benefit of lands located within the area thereafter established as the District; and

**WHEREAS**, application for annexation to the District has been made by the owners of the land hereinafter described (the "Annexing Territory"); and

**WHEREAS**, the County and the City desire to confirm that treatment capacity rights allocated to the County pursuant to the Capacity Agreement shall not be used for treatment of sewage emanating from the Annexing Territory; and

**WHEREAS**, paragraph XI of the Transmission Agreement provides that said agreement may be revised, altered, amended or supplemented by written agreement; and

**WHEREAS**, the parties hereto desire to supplement the Transmission Agreement by providing for the inclusion of the Annexing Territory in the service area specified in said agreement;

**NOW, THEREFORE**, in consideration of the above premises, the parties hereto agree as follows:

1. Exhibit "A" of the Transmission Agreement shall be, and is hereby, amended to include the Annexing Territory comprised of all that certain real property (A.P.N. 068-205-110-7) situated in the County, described and depicted on Exhibit "A" hereof, attached hereto and by this reference incorporated herein.

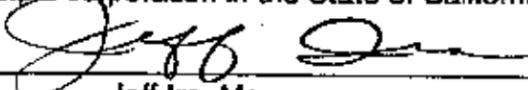
2. The parties hereto confirm and agree that treatment capacity for sewage emanating from the Annexing Territory shall be furnished pursuant to sanitary sewerage treatment capacity rights allocated to the City by the South Bayside System Authority,

owner of the treatment facilities serving the City and the area within which the Annexing Territory is located, and shall not be furnished pursuant to the Capacity Agreement.

3. The County hereby agrees to collect all applicable wastewater capacity and facility fees and charges of the City from the owner(s) of the Annexing Territory as a condition to the issuance of said County's permits, approvals or other entitlements pertaining to said Territory, and thereupon to remit said fees and charges to the City.

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

CITY OF REDWOOD CITY, a charter city and  
municipal corporation in the State of California

  
\_\_\_\_\_  
Jeff Ira, Mayor

ATTEST:  
*Barbara Conley, Deputy Clerk*  
*for Patricia Howe*  
\_\_\_\_\_  
Patricia Howe, City Clerk

COUNTY OF SAN MATEO, a political subdivision of  
the State of California

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

EMERALD LAKE HEIGHTS SEWER  
MAINTENANCE DISTRICT, a public Corporation

\_\_\_\_\_  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_