

SUPPLEMENTAL AGREEMENT NO. 35

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 _____, 2005, 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. 068-120-270) situated in the County, described and depicted on Exhibit "A" hereof, attached hereto and by this reference incorporated herein.

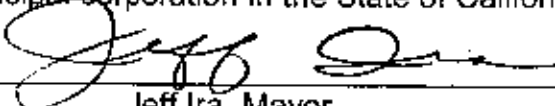
2. The parties hereto confirm and agree that treatment capacity for sewage emanating from the Annexing Territory shall be furnished pursuant to sanitary sewerage treatment capacity rights allocated to the City by the South Bayside System Authority,

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:



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:

EXHIBIT "A"

PROPOSED ANNEXATION OF THE LANDS OF EVANS
TO THE EMERALD LAKE HEIGHTS SEWER
MAINTENANCE DISTRICT

Beginning at the most northerly corner of Parcel 3 as shown on the Parcel Map recorded in Volume 5 of Parcel Maps at Page 7, Records of San Mateo County, said corner also being an angle point in the Emerald Lake Heights Sewer Maintenance District as established by Resolution No. 52563 passed and adopted on April 18, 1989; (1.) Thence South $51^{\circ} 37' 40''$ East along said boundary line and along the northeasterly line of said parcel and its southeasterly prolongation 205 feet more or less to a point in the centerline of East View Way as shown on said map, said point also being a point in the District boundary as established by Resolution No. 44822 passed and adopted on August 9, 1983; (2.) Thence leaving said District boundaries as established by Resolution No. 52563 and continuing in a southwesterly direction along said centerline and District boundary (Resolution No. 44822) 127 feet more or less the intersection thereof with the southeasterly prolongation of the southwesterly line of said Parcel 3; (3.) Thence leaving said District boundary, North $29^{\circ} 16' 10''$ West, along said prolongation and southwesterly line 215 feet more or less, to the westerly corner of said Parcel; (4.) Thence North $74^{\circ} 20'$ East, 50 feet to the Point of Beginning

Containing .42 acres more or less.

PROPOSED ANNEXATION OF THE LANDS OF EVANS TO THE EMERALD LAKE HEIGHTS SEWER MAINTENANCE DISTRICT

EXHIBIT "A"

LEGEND:

- - - - - EXIST. DISTRICT BOUNDARIES
- ▨ PROPOSED ANNEXATION

