

**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 two parcels in the unincorporated area of San Mateo County near San Carlos which are comprised of Assessor's parcels 051-151-270 and 260. 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: _____, 2005

COUNTY OF SAN MATEO

By: _____

ATTEST:

Date: _____, 2005

**SCENIC HEIGHTS COUNTY
SANITATION DISTRICT**

By: _____

ATTEST:

Date: _____, 2005

**EMERALD LAKE HEIGHTS SEWER
MAINTENANCE DISTRICT**

By: _____

ATTEST:

Date: _____, 2005

CITY OF SAN CARLOS

By: _____

ATTEST:

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