

**Agreement between
Russell Gronsky and the
Scenic Heights County Sanitation District
for the Provision of Sewer Service for Specific Properties
in unincorporated San Mateo County
City of San Carlos Area**

This Agreement ("Agreement") entered into this _____ day of _____, 2005, by and between the Scenic Heights County Sanitation District, a county sanitation district of the County of San Mateo ("Scenic"), and Russell Gronsky ("Owner"):

WITNESSETH:

WHEREAS, Owner owns properties located at 1508 and 1510 Edgewood Road (APNs 051-151-270 & 051-151-260) in the unincorporated area of San Mateo County, within the Sphere of Influence of the City of San Carlos ("City"), and more particularly described in Exhibit A, attached hereto and made a part hereof and hereinafter referred to as "Properties"; and

WHEREAS, pursuant to City Resolution 2005 - 074, said properties located in the unincorporated area of San Mateo County, 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 Owner requires the use of and the right to connect to facilities of Scenic; and

WHEREAS, Owner has entered into that certain Outside Services Agreement dated September 14, 2005, with City, wherein City agrees to provide public sewer services to the Owner upon the satisfaction of the conditions specified; and

WHEREAS, Owner's properties are located within the sphere of influence of City, and outside the boundaries of Scenic and Scenic has applied to the Local Agency Formation Commission (LAFCO) for the extension of sewer service under Government Code Section 56133 on behalf of Owner; and

WHEREAS, LAFCO granted such sewer extension by Scenic at its regular meeting of November 16, 2005; 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 Heights") 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 Owner and Scenic desire to set forth the responsibility for transporting and treating sewage from said Properties.

NOW, THEREFORE, the Owner and Scenic hereby agree as follows:

1. Construction, Ownership and Maintenance Responsibilities
 - 1.1 Owners shall finance, including all costs of plan review, inspection, encroachment permit and connection costs incurred or levied by Scenic or County as well as all costs of having sanitary sewer laterals constructed.
 - 1.2 All fees and charges shall be deposited with Scenic prior to authorizing installation of sanitary sewer laterals.
 - 1.3 Prior to the annexation of the Properties into the City, Scenic agrees to provide maintenance service in accordance with the policies established by Scenic and said maintenance shall be the same as afforded to properties as established by Scenic within Scenic's boundaries. The sewer laterals shall be installed and owned by the property owner and as such all repair and reconstruction of said laterals shall be the property owner's responsibility.
 - 1.4 Owner shall pay Scenic either the sewer service charge levied by the City 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 Scenic.
 - 1.5 Owner also agrees that they shall not be entitled to partial reimbursement of payments made in advance for sewer maintenance and sewer treatment service for Owner's property that is subsequently annexed to the City.
2. Term of Agreement. This Agreement shall terminate upon the annexation of the Properties, into the City. Scenic at that time will no longer have the obligation to provide sewer service and Owner shall not be obligated to pay Scenic for said sewer 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 Heights and City shall continue to be made by City on behalf of Owner, or by Owner if City does not make said payments as determined by said agreement.
3. Miscellaneous
 - 3.1 **Amendments.** This Agreement may only be amended by a written agreement executed by both Scenic and Owner.
 - 3.2 **Assignment.** This Agreement shall be binding upon the successors, heirs and assigns of Owner and Scenic.
 - 3.3 **California Law.** The laws of the State of California shall govern this Agreement.
 - 3.4 **Entire Agreement.** This agreement together with the Agreement dated September 3, 1985, between the County, Scenic, Emerald Heights and the City as amended, contains the sole and entire agreement between the Owner and Scenic hereto relating to the Properties and correctly sets forth the rights, duties, and obligations of the Owner and Scenic.

- 3.5 **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.
- 3.6 **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:

OWNER:

Mr. Russell Gronsky
1510 Edgewood Road
Redwood City, Ca 94062

SCENIC HEIGHTS DISTRICT:

County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Director of Public Works

- 3.7 **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.
- 3.8 **Recordation.** This agreement and its exhibit shall be recorded by the County in the Recorder's Office of said County. Owner 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: _____, 2005

Scenic Heights County Sanitation District

By: _____

ATTEST:

Date: _____, 2005

By: _____
Russell Gronsky

ATTEST:

Exhibit A

PARCEL I:

Portion of Lot 18 as shown on that certain Map entitled, "Map of the Lands of the San Mateo Land Association", which map was filed in the Office of the County Recorder of San Mateo County, State of California on November 15, 1873 in Book "D" of Maps at Page 25 and copied into Book 1 of Maps at Page 48, more particularly described as follows:

Beginning at a point in the center line of Belle Roche Avenue, as its intersection with the dividing line between Lots 23 and 24 as shown on said map; thence from said point of beginning (adopting the Meridian as shown on said map), North $11^{\circ} 50'$ East 191.08 feet; thence South $45^{\circ} 45'$ East 135.00 feet to the true point of beginning of the herein described lands; thence from said true point of beginning continuing South $45^{\circ} 45'$ East 137 feet to the center line of Cordilleras Creek; thence along the center of said Creek, South $4^{\circ} 38' 30''$ West 88.18 feet; thence South $15^{\circ} 45'$ West 105.88 feet; thence South $23^{\circ} 07'$ East 44.00 feet to the Southeasterly prolongation of the center line of Belle Roche Avenue; thence along said prolongation and the center line of Belle Roche Avenue, North $42^{\circ} 45'$ West 268.53 feet to the intersection thereof with a line which bears South $38^{\circ} 36' 32''$ West from the true point of beginning; thence North $38^{\circ} 36' 32''$ East 164.66 feet to said true point of beginning.

PARCEL II:

Portion of Lot 18 as shown on that certain map entitled, "Map of the Lands of the San Mateo Land Association, filed in the Office of the County Recorder of San Mateo County, State of California on November 15, 1873 in Book "D" of Maps at Page 25 and copied into Book 1 of Maps at Page 48, more particularly described as follows:

Beginning at point in the center line of Belle Roche Avenue, at its intersection with the dividing line between Lots 23 and 24 as shown on said map; thence from point of beginning (adopting the meridian as shown on said map) North $11^{\circ} 50'$ East 191.08 feet; thence South $45^{\circ} 45'$ East 135.00 feet; thence South $38^{\circ} 36' 32''$ West 164.66 feet to the center line of Belle Roche Avenue; thence North $42^{\circ} 45'$ West along said center line 48.82 feet to the point of beginning.

PARCEL III:

An easement or right of way for the purpose of ingress and egress, through, over and upon that certain tract of land, situate in the said County of San Mateo, State of California and more particularly described as follows: to wit:

Beginning at a point in the center line of Belle Roche Avenue, South 42° 45' East 223 feet from the North most corner of Lot 24 as shown on that certain map entitled, "Map of the Lands of the San Mateo Land Association", which map was filed in the Office of the County Recorder of San Mateo County, State of California on November 25, 1873; thence (Adopting Meridian on said map) South 63° West 21 feet to West side of proposed road; thence along West side of proposed road South 9° 30' East 62 feet; thence South 25° East 79.2 feet; thence South 33° East 53 feet Northwest side of Whipple Road; thence along Northwest side of Whipple Road North 49° 30' East 40.3 feet to a large corner post about 7 feet Northwest of end of wingwall of bridge over Cordilleras Creek; thence along East side of proposed road North 33° West 45 feet to the West side of a tree; thence North 25° West 71 feet to an old fence; thence North 9° 30' West at 31 feet entering Lot 18, 67 feet, to corner of fences; thence leaving East side of road South 69° West 20.4 feet to beginning.

Excepting therefrom so much thereof as described in Parcel B of the Deed from Richard Murray and wife, to County of San Mateo for realignment of Edgewood (formerly Whipple) Road, dated September 13, 1946 and recorded January 31, 1947 in Book 1322 of Official Records at Page 335, Records of San Mateo County, California.

Said easement was created by that certain Deed recorded on September 4, 1913 in Book 228 of Deeds at Page 234, Records of San Mateo County, California.

JPN: 051-015-151-07.01 as to Parcel 1

JPN: 051-015-151-07.02 as to Parcel 2