

ANNEXATION AGREEMENT

THIS AGREEMENT is made and 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 ("City") and **ROBERT AND SILVA BABEKIAN** ("Owners").

WITNESSETH:

WHEREAS, Owners own all that certain real property situate in the County of San Mateo, State of California, more particularly described in Exhibit "A" hereof, attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, the Property is located within City's Sphere of Influence as determined by the San Mateo county Local Agency Formation Commission pursuant to Government Code Section 54774; and

WHEREAS, pursuant to Resolution No. _____ adopted _____, 2005 by the Council of the City of Redwood City consent was granted to annexation of the Property to the Oak Knoll Sewer Maintenance District; and

WHEREAS, as a condition to said consent to annexation to said District, Owners were required to evidence consent to annexation to City and waiver of protest to such annexation in the event the Property were to be proposed for annexation to City; and

WHEREAS, Owners desire to evidence such consent and waiver as aforesaid;

NOW, THEREFORE, the parties hereto agree as follows:

1. **CONSENT.** In the event the Property shall be proposed for annexation to the City of Redwood City Owners hereby consent to said annexation, and hereby waives

Owners' right to protest such annexation pursuant to the provisions of law governing such annexations:

2. **TAXES, OTHER CHARGES.** In the event annexation of the Property to City shall be duly approved by all agencies having jurisdiction thereof, Owners agree that the Property shall be subject to any and all general, special, extraordinary, or additional taxes or assessments or any and all general, special extraordinary, or additional service charges, fees, or rates, levied against, imposed upon, or otherwise pertaining to the Property by any and all agencies, including the City, having jurisdiction thereof in the same fashion as other like property located within the territorial limits of City.

3. **NO LIMITATION, OTHER AGREEMENTS.** The provisions hereof shall not be deemed to evidence approval of, or consent by, City to annexation of the Property to City, it being expressly understood and agreed that City hereby reserves any and all rights and determinations, whether legislative, quasi-judicial, administrative, or however characterized, with respect to any proposed annexation of the Property to City. This Agreement is in addition to, and shall not be deemed a limitation upon any requirement for, any other agreement or agreements between the parties hereto pertaining to future annexations to City of the Property, including, but not limited to, agreements for the construction of public or private improvements, the payment of taxes, fees, assessments or other charges, or any other obligation which may duly be imposed as a condition of such annexation.

4. **PRIOR CONSENT.** This Agreement is entered into by Owners in consideration of the consent to annexation by City of the Property to the Oak Knoll Sewer Maintenance District pursuant to Resolution No. _____ entitled "Resolution

Conditionally Consenting to Annexation of Territory to Oak Knoll Sewer Maintenance District and Approving and Authorizing Execution of Annexation Agreement In Connection Therewith" adopted _____, 2005 by the Council of Redwood City.

5. **SUCCESSORS.** This Agreement, and all of the terms, conditions, covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of, Owners, and Owners' administrators, heirs, assigns, and transferees.

6. **RECORDATION.** This Agreement shall be filed for recordation in the office of the Recorder, County of San Mateo California.

7. **CAPTIONS.** Paragraph headings as used herein are for convenience only, and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

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

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

By _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

OWNERS

By: _____
Robert Babekian

By: _____
Silva Babekian

EXHIBIT "A"

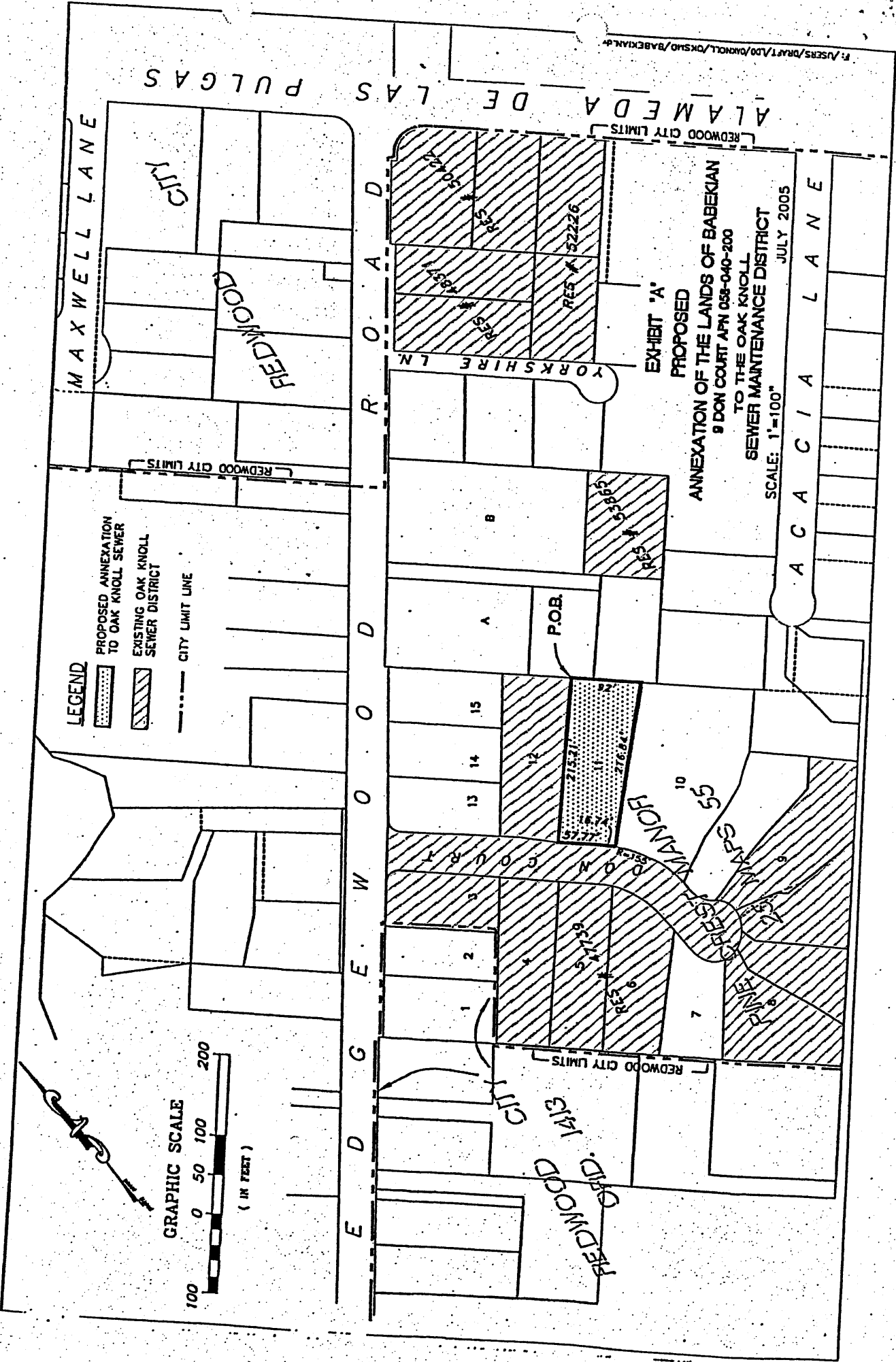
PROPOSED ANNEXATION OF THE LANDS OF BABEKIAN
TO THE OAK KNOLL SEWER MAINTENANCE DISTRICT

9 DON COURT - APN 058-040-200

Lot 11, as shown on the map entitled "TRACT NO. 549 PINECREST MANOR, San Mateo County, Calif." filed in the Office of the Recorder of the County of San Mateo State of California, on May 23, 1946 in Book 25 of Maps, at Page 55, more particularly described as follows:

Beginning at the most northerly corner of said Lot 11, said point also being an angle point in the Oak Knoll Sewer Maintenance District boundary as established by Resolution No. 47739 on February 4, 1986; Thence from said Point of Beginning, southwesterly along said district boundaries and along the northwesterly line of said Lot, 215.21 feet more or less to a point in the northeasterly line of Don Court as shown on said map; Thence southeasterly along said northeasterly line, South 44° 47' 44" East 57.77 feet; Thence on an arc curve to the right, having a radius of 155 feet, a central angle of 6° 11' 12", an arc length of 16.74 feet to the southerly corner of said Lot 11; Thence leaving said northeasterly line and said district boundaries North 50° 12' 02" East 216.84 feet along the southeasterly line of said Lot to the easterly corner thereof; Thence North 44° 44' 31" West 92 feet to the Point of Beginning.

Containing 17,923 sq. ft. more or less. = .41 acres more or less.



LEGEND
[Dotted Line] PROPOSED ANNEXATION TO OAK KNOLL SEWER
[Hatched Area] EXISTING OAK KNOLL SEWER DISTRICT
[Dashed Line] CITY LIMIT LINE

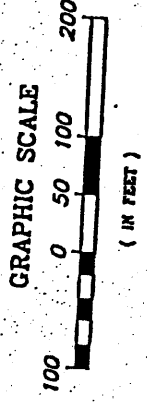


EXHIBIT 'A'
PROPOSED
ANNEXATION OF THE LANDS OF BABEKIAN
9 DON COURT APN 058-040-200
TO THE OAK KNOLL
SEWER MAINTENANCE DISTRICT
SCALE: 1"=100"
JULY 2005

REDWOOD CITY LIMITS

ALAMEDA DE LAS PULGAS

REDWOOD CITY LIMITS

REDWOOD CITY LIMITS

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Passed and adopted by the Council of the City of Redwood City at a Regular Meeting thereof held on the 8th day of August, 2005 by the following votes:

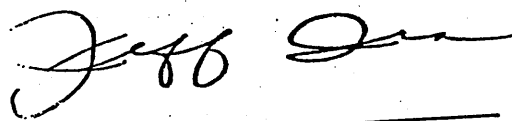
A YES, and in favor of the passage and adoption of the foregoing resolution,

Council members: Aguirre, Bain, Foust, Hartnett, Howard, Pierce, and Mayor Ira

NOES: None

ABSTAIN: None

ABSENT: None



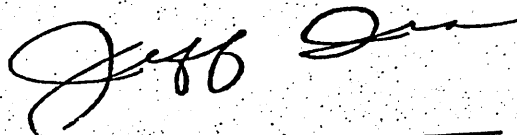
JEFF IRA
Mayor of the City of Redwood City

Attest:



Patricia Howe
City Clerk of Redwood City

I hereby approve the foregoing resolution this 8th day of August, 2005.



JEFF IRA
Mayor of the City of Redwood City