

RECORDED AT REQUEST OF  
AND RETURN TO

City Clerk  
P.O. Box 711  
So. San Francisco, CA 94083

RF	
CO	
LN	
MF	
AF	
TC	
AM	

94059479  
RECORDED AT REQUEST OF

'94 APR 4 AM 8 00

WARREN SLOCUM RECORDER  
SAN MATEO COUNTY  
OFFICIAL RECORDER

P E R M I T

SANITARY SEWER CONNECTION AT ALTA VISTA DRIVE

PURSUANT TO authorization, made by the CITY COUNCIL OF THE CITY OF SOUTH SAN FRANCISCO (City hereinafter), on the 10th day of November, 1993, this permit for a sanitary sewer connection is hereby issued to RUSSIAN CONVENT OF OUR LADY OF VLADIMIR, INC. on the following terms and conditions:

1. City does hereby grant to RUSSIAN CONVENT OF OUR LADY OF VLADIMIR, INC. permission to legally connect to the City's public sewer system the parcel known as 340 - 350 Alta Vista, South San Francisco (Assessor's Parcel Nos. 013-121-020 and 013-121-030) for the discharge into the City's sanitary system at the location set forth on the Tronoff Engineer's "Proposed Dorado Way Sewer Extension" attached hereto as Exhibit "A" of domestic type sewage for one single family dwelling, a convent and accessory buildings for approximately 35 residents and a sanctuary for use by the nuns and visitors. Discharge from any other type of facility will not be permitted without City's approval.
2. Permittee shall construct and install said connection at its sole cost and expense. Maintenance and repair of the portion of the sewer main and lateral installed outside of the City limits shall be borne by the Permittor City. Permittee shall provide the City with a \$5,000.00 maintenance bond for the period of three years after acceptance of the sewer by the city. The bond shall be approved by the City Attorney and shall guarantee the repair of any defects to the street or sewer installed pursuant to this permit.
3. The parties to this agreement recognize that other properties may wish to connect their sewers to the main constructed by the Permittee. Should the City Council approve a connection of additional unincorporated property to the sewer main constructed by the Permittee pursuant to this agreement, the City agrees to collect a portion of the Permittee's cost of the construction of the sewer main and direct costs, at the time that the City's sewer connection charge is paid and refund it to the Permittee, in accordance with the following terms and provisions:

RECORDER'S OFFICE COUNTY OF SAN MATEO

94059479

A. The Permittee shall submit appropriate documents to the City Engineer for review and approval verifying, to the satisfaction of the City Engineer, the cost of the construction and installation of the new sanitary sewer main, i. e. providing sufficient detail for the City Engineer to accurately determine the scope, magnitude and unit costs of the work performed, including the name, address and telephone number of the consultants and documentation of actual payments made..

B. Should additional unincorporated property owners wish to connect their property to the City's sewer system via the sewer main installed by the Permittee, the City will make every legal effort to collect a partial reimbursement of the cost of constructing the sewer from the applicant and to refund it to the Permittee.

If the City collects such costs, the City will refund the collected costs to the Permittee. In the event the City is unable or fails to collect the applicant's share, such share shall not become an obligation or liability of the City. It is understood by the Permittee that the "total cost" of the installation will never be fully recouped, because the Permittee will always bear a proportionate share of the cost of the installation regardless of how many properties connect to the sewer.

Refunds will be based upon the lot area of the properties involved, compared with the lot area of Permittee's lot, in accordance with the following formula:

Construction Cost + Direct Costs = Construction Cost

Applicant's Lot Area +  
Permittee's Lot Area = Total Area

Construction Costs  
Total Area X Applicant's Lot Area = Applicant's Share  
of Permittee's  
Sewer Cost

Should additional property owners connect to the

sewer, the new applicant's share shall be calculated by adding their lot area to determine a new construction cost/area ratio. The new applicant's share will be calculated as above and reimbursement made to the previous Permittees who have contributed toward the cost of the construction of the sewer based upon their lot areas.

- C. The City's obligation to compute, collect and refund the construction cost to the Permittee or future Permittees shall expire twenty years from the date of this agreement.
  - D. Direct costs are costs of sewer design and plans, City and County fees (connection charges, item 7 below, are not included in the direct costs) and construction staking costs.
4. The Permittee shall obtain an Encroachment Permit from the County of San Mateo to excavate and restore the street and to pay all other fees and costs during construction period only; pay the permit inspection fee, based upon the entire estimated construction cost of the sewer (including the portion within the unincorporated area), provide bonds and insurance, and submit three copies of the City and County approved construction plans prior to commencing work on the sewer main.

The City will inspect the sewer pipe installation and manhole construction work. The City will charge the Permittee the City's normal inspection fee of \$300.00 plus 2% of the cost of the sewer construction in excess of \$10,000.00.

Upon the completion of the sewer main installation, the Permittee shall submit two blue line prints and one plastic film reproducible set of as-built construction plans to the City Engineer prior to receiving a refund of the encroachment permit deposit or release of the permit bond.

- 5. Should an assessment district to construct a sanitary sewer system within the unincorporated portion of the Country Club Park, San Mateo County unincorporated area, be proposed by either the City of South San Francisco, the County of San Mateo, or the residents of the unincorporated portion of the Country Club Park, San

34059479

Mateo County unincorporated area, the Permittees agree that they will not protest or otherwise contest the formation of said assessment district, provided the district does not assess Permittees for a sanitary sewer and appurtenances to serve their property.

6. The Permittee shall and does hereby agree to hold City, its officers, agents and employees free and harmless from any claim or action arising out of the construction of said connection to the City's sanitary sewer system and Permittee shall and does hereby agree to defend any or all such claims and actions and indemnify the City for any losses sustained as a result thereof.
7. Permittee shall pay City a connection charge of \$50.00 per fixture unit less credit for existing fixture units within fourteen days of signing this agreement and pay an annual sanitary user sewer charge on or before the 10th day of November of each year commencing with the 10th day of November, 1994, computed in accordance with the master or prevailing fee schedule.
8. Should Permittee fail or refuse to pay the sanitary sewer charges set forth in the preceding paragraph, then the City may elect to collect said charges by commencement of a suit within thirty (30) days after demand for payment and Permittee shall pay City for the costs of the suit and reasonable attorneys fees incurred therefor.

As an alternate remedy, City may require Permittee to disconnect from the City's sanitary sewer system at its sole cost and expense and should Permittee fail to disconnect within thirty (30) days after demand therefor, then City may commence an action to compel Permittee to so disconnect and Permittee shall pay costs of the suit and reasonable attorney's fees incurred therefor.

9. This permit shall take effect when Permittee has deposited with the City Clerk the connection charge set forth in Paragraph 7 and executed the acceptance of this permit as endorsed hereon. However, the permit will become void if it is not signed by the applicant Permittee and returned to the City within 30 days of its approval the City Council.
10. This permit will become void if the sewer main extension has not been constructed within 36 months of the approval of the agreement by the City Council, provided that the

34059478

delay was not caused by the circumstances beyond the control of the Permittee, i.e. an act of God, a natural disaster, labor union strike or other such unforeseen occurrence.

11. This permit shall bind Permittees, the City, their successors in interest, and assigns.

Dated: Feb 11, 1994

By Ray von Boh  
City Engineer

**ACCEPTANCE:**

This permit is accepted by the undersigned who agree to comply with and be bound by the terms thereof and this Permit shall bind the undersigned Permittee, assigns and successors in interest.

RUSSIAN CONVENT OF OUR LADY OF  
VLADIMIR, INC.

Dated: 2-2-94

By Abbess Evtropia Mungalova  
Abbess Evtropia Mungalova,  
President

94059479

RECORDER'S OFFICE COUNTY OF SAN MATEO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA )

COUNTY OF San Francisco )

On February 3, 1994 before me, MICHAEL Y. KLESTOFF  
DATE NAME TITLE OF OFFICER E.G. JANE DOE NOTARY PUBLIC

personally appeared, ABBESS EVTROPIA MUNGALOVA

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michael Y. Klestoff (SEAL)  
NOTARY PUBLIC SIGNATURE



94059479

**OPTIONAL INFORMATION**

TITLE OR TYPE OF DOCUMENT Permit for Sanitary Sewer Connection at Alta Vista Drive  
DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES 5  
SIGNER(S) OTHER THAN NAMED ABOVE City of South San Francisco



RECORDER'S OFFICE COUNTY OF SAN MATEO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5193

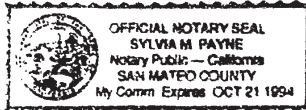
State of California

County of San Mateo

On 2/14/94 before me, Sylvia M. Payne, Notary Public-----  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Ray VonDohren-----  
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sylvia M. Payne  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☒ CORPORATE OFFICER(S)

City Engineer  
TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

City of South San Francisco

94059479

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

**OPTIONAL SECTION**

TITLE OR TYPE OF DOCUMENT Sanitary Sewer Conner / 340-350 Alta Vista

NUMBER OF PAGES 5 DATE OF DOCUMENT 2/11/94

SIGNER(S) OTHER THAN NAMED ABOVE Abbess E. Mungalova