

Ruemel Panglao

From: Camille Leung
Sent: Friday, February 5, 2021 1:30 PM
To: Ruemel Panglao
Cc: Bryan Albini
Subject: FW: PLN2020-00222
Attachments: Easement Agreement-scanned.pdf

FYI – Bryan will get back to him that we got it, but respond to issues at the meeting

From: Dennis Van Dalsen <dvandalsen@gmail.com>
Sent: Friday, February 5, 2021 9:53 AM
To: Camille Leung <cleung@smcgov.org>
Cc: Bryan Albini <balbini@smcgov.org>
Subject: PLN2020-00222

CAUTION: This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

In reference to the above, certain materials provided for public review may be erroneous, incomplete, or misleading and should be corrected then checked against the plans for conformance to county requirements.

- 1) The "Roadway Easement" shown in the upper right on the sheet titled "Topographic Survey of 415 El Granada Blvd" is not referenced to the recorded document defining this easement (attached to this email)
- 2) The parcel adjacent to the subject property to the east is also party to the "Easement Agreement" referenced above, and connects to the roadway through a separate easement across the subject property. The topographic map shows no such easement to access this parcel.
- 3) There exists a sewer maintenance easement near to the north boundary of the subject property also not shown.
- 4) The "Roadway Easement" specifies among other things that the easement be used for ingress/egress only. No parking or structures allowed. Sheet C-2 shows a 'Porta-potty' and a debris area within the easement boundary. This is not allowed and as such must be relocated elsewhere so as not to imply suitable use.
- 5) There is shown an area labeled "Parking" in the upper left area of C-2. This is misleading in that this is the property of 411 El Granada Blvd and is not to be construed as available for the use of 415 El Granada Blvd. The label for this area should be removed.

I believe with this information it is the county's duty to require an accurate and comprehensive topographic survey be submitted prior to the design review.

Regards

Dennis Van Dalsen

Mailing:
Dennis Van Dalsen
419 El Granada Blvd
Half Moon Bay, CA 94019

(408) 781-1261

367.252 STEPHENS

Vol. 5059 PAGE 305

ROADWAY EASEMENT AND JOINT MAINTENANCE AGREEMENT

THIS AGREEMENT entered into between MERVYN RATHBORNE and LINEA RATHBORNE, his wife, ANGELO ANDREINI, JR. and FABIAN ANDREINI, his wife, EDWARD ANDREINI and LINDA ANDREINI, his wife, IVAN C. GABEL and DORIS M. GABEL, his wife, DONALD J. CARDER and MARLENE V. CARDER, his wife, this 08 day of November, 1965.

R E C I T A L S :

(A) The parties hereto are owners of certain lots as shown on that certain map entitled "La Highlands, Subdivision No. 2, San Mateo County, California" and map entitled "El Granada Highlands, Subdivision No. 3, San Mateo County, California", as follows:

Mervyn Rathborne and Linea Rathborne, his wife	Lots 1 and 2, Blk 12, Sub. 2 Lots 28 " 29, " 15, Sub. 3
Angelo Andreini, Jr. and Fabian Andreini, his wife, and Edward Andreini and Linda Andreini, his wife	Lots 3 and 4, Blk 12, Sub. 2
Ivan C. Gabel and Doris M. Gabel, his wife	Lot 5, Block 12, Sub. 2
Donald J. Carder and Marlene V. Carder, his wife	Lot 6, Blk 12; Lot 14, Blk 12, Sub. 2; Lot 27, Blk 15, Sub. 3.

(B) The purpose of this agreement is to grant an easement for roadway purposes of certain portions of some of the above described lots and to provide for the use and maintenance of the said roadway easement in such manner that the same shall run with the lots described in Recital (A) and any subsequent owner or owners of said lots shall be bound by the terms hereof in perpetuity and said subsequent owner or owners shall be the recipients of the benefits hereof as well as subject to the obligations herein contained.

NOW, THEREFORE, it is mutually agreed as follows:

1. MERVYN RATHBORNE and LINEA RATHBORNE, his wife, as owners of Lots 1 and 2, Block 12, and Lots 28 and 29, Block 15, hereby grant to ANGELO ANDREINI, JR. and FABIAN ANDREINI, his wife, EDWARD ANDREINI and LINDA ANDREINI, his wife, IVAN C. GABEL and

DORIS M. GABEL, his wife, and DONALD J. CARDER and MARLENE V. CARDER, his wife, as owners of the lots described in Recital (A), an easement for roadway purposes over a portion of Lot 2, Block 12, said portion more particularly described as follows:

An easement for roadway purposes over a portion of Lot 2, Block 12 as said lot and block are shown on that certain Map entitled "El Granada Highlands, Subdivision No. 2, San Mateo County, California", which map was recorded March 1, 1927 in Volume 15 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

A strip of land 18.00 feet wide, measured at right angles, and lying westerly and contiguous to the easterly line of said Lot 2, and extending from the most northerly corner of said lot southeasterly 25.00 feet;

and over a portion of Lot 28, Block 15, said portion more particularly described as follows:

An easement for roadway purposes over a portion of Lot 28, Block 15 as said lot and block are shown on that certain Map entitled "El Granada Highlands, Subdivision No. 3, San Mateo County, California", which map was recorded October 22, 1928 in Volume 17 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

BEGINNING at the most westerly corner of said lot; THENCE along the southwesterly line of said lot South 31° 10' 30" East 25.00 feet; THENCE leaving last said line North 16° 45' 40" East 29.27 feet to a point on the northerly line of said lot; THENCE along last said line South 72° 45' 00" West 22.39 feet to the POINT OF BEGINNING.

2. ANGELO ANDREINI, JR and FABIAN ANDREINI, his wife, and EDWARD ANDREINI and LINDA ANDREINI, his wife, as owners of Lots 3 and 4, Block 12, hereby grant to MERVYN RATHBORNE and LINDA RATHBORNE, his wife, IVAN C. GABEL and DORIS M. GABEL, his wife, and DONALD J. CARDER and MARLENE V. CARDER, his wife, as owners of the lots described in Recital (A), an easement for roadway purposes over a portion of Lot 3, Block 12, said portion more particularly described as follows:

An easement for roadway purposes over a portion of Lot 3, Block 12 as said lot and block are shown on that certain Map entitled "El Granada Highlands, Subdivision No. 2, San Mateo County, California", which map was recorded March 1, 1927 in Volume 15 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

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A strip of land 18.00 feet in width, measured at right angles, and lying contiguous to and westerly of the easterly line of said Lot 3, and extending from the southerly line to the northerly line of said lot;

and over a portion of Lot 4, Block 12, said portion more particularly described as follows:

An easement for roadway purposes over a portion of Lot 4, Block 12, as said lot and block are shown on that certain Map entitled "El Granada Highlands, Subdivision No. 2, San Mateo County, California", which map was recorded March 1, 1927 in Volume 15 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

A strip of land 18.00 in width, measured at right angles, and lying contiguous to and westerly of the easterly line of said Lot 4, and extending from the southerly to the northerly line of said lot.

3. IVAN C. GABEL and DORIS M. GABEL, his wife, as owners of Lot 5, Block 12, hereby grant to MERVYN RATHBORNE and LINEA RATHBORNE, his wife, ANGELO ANDREINI, JR. and FABIAN ANDREINI, his wife, and EDWARD ANDREINI and LINDA ANDREINI, his wife, and DONALD J. CARDER and MARLENE V. CARDER, his wife, as owners of the lots described in Recital (A), an easement for roadway purposes over a portion of Lot 5, Block 12, said portion being more particularly described as follows:

An easement for roadway purposes over a portion of Lot 5, Block 12, as said lot and block are shown on that certain Map entitled "El Granada Highlands, Subdivision No. 2, San Mateo County, California", which map was recorded March 1, 1927 in Volume 15 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

A strip of land 10.00 feet in width, measured at right angles, and lying contiguous to and westerly of the easterly lines of said Lot 5, and extending from the southerly line to the northerly line of said lot.

4. DONALD J. CARDER and MARLENE V. CARDER, his wife, as owners of Lot 6, Block 12, Lot 14, Block 12, and Lot 27, Block 15, hereby grant to MERVYN RATHBORNE and LINEA RATHBORNE, his wife, ANGELO ANDREINI, JR. and FABIAN ANDREINI, his wife, and EDWARD ANDREINI and LINDA ANDREINI, his wife, and IVAN C. GABEL and DORIS M. GABEL, his wife, as owners of the lots described in Recital (A), an easement for roadway purposes over a portion Lot 14, Block 12, said portion more particularly described as follows:

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An easement for roadway purposes over portions of Lot 14, Block 12 as said lot and block are shown on that certain Map entitled "El Granada Highlands, Sub-division No. 2, San Mateo County, California", which map was recorded March 1, 1927 in Volume 15 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

PARCEL A

BEGINNING at the most easterly corner of said Lot 14; THENCE along the southeasterly line of said lot South 27° 08' 00" West 47.09 feet; THENCE leaving last said line northerly along the arc of a tangent curve to the left having a radius of 42 feet and a central angle of 25° 00' 00", an arc length of 18.33 feet; THENCE North 2° 08' 00" East 27.63 feet to a point on a non tangent curve, said curve also being the northeasterly property line of said Lot 14; THENCE southeasterly along the arc of last said curve having a radius of 80 feet, a central angle of 11° 37' 05", an arc length of 16.22 feet to the POINT OF BEGINNING.

PARCEL B

BEGINNING at the most southerly corner of said Lot 14; THENCE along the southwesterly lot line of said lot North 47° 55' 30" West, 41.66 feet; THENCE leaving last said line easterly along the arc of a tangent curve to the left, having a radius 32 feet and a central angle of 104° 56' 30", an arc length 58.61 feet to a point on the southeasterly line of said lot; THENCE along last said line South 27° 08' 00" West 41.66 feet to the POINT OF BEGINNING.

and over a portion of Lot 27, Block 15, said portion more particularly described as follows:

An easement for roadway purposes over a portion of Lot 27, Block 15, as said lot and block are shown on that certain Map entitled "El Granada Highlands, Sub-division No. 3, San Mateo County, California", which map was recorded October 22, 1924 in Volume 17 of Maps at page 28, records of San Mateo County, said portion being more particularly described as follows:

A strip of land 16.00 feet in width measured at right angles and lying contiguous to and southeasterly of the northwesterly line of said Lot 27, and extending from the northeasterly line to the southwesterly line of said lot.

Attached hereto and marked EXHIBIT "A" is a plat of the said roadway easement.

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5. The roadway easement hereinabove granted in the preceding paragraphs 1 through 4, inclusive, is intended to provide ingress and egress to the lots described in Recital (A) owned by the parties or their successors in interest and to no other lots or parcels of property.

6. The parties hereto have heretofore caused the roadway easement described in said preceding paragraphs, and sometimes hereinafter referred to as "roadway", to be improved by grading and paving so that it can be used now and for some period of time in the future for vehicles and pedestrians.

7. The said roadway easement shall be used for ingress and egress to the said lots as described aforesaid for trucks and other types of vehicles using rubber tires and for lot owners, guests of lot owners, and other persons visiting said lot owners pursuant to request. No vehicle weighing over eight (8) gross tons shall use the said roadway without the written consent of all of the owners. The owners, in granting the consent, may require any owner using vehicles over eight gross tons weight to post a bond sufficient to cover the cost of repairing or resurfacing the roadway in the event of damage.

8. Excluding the owner of Lot 14, Block 12, the owners of the other nine lots involved in this agreement agree to be responsible and pay for the reasonable maintenance and repair expense of said roadway and the owners of each of the other nine lots agree to bear one-ninth of such expense, that is, the owners of lots 1, 2, 3, 4, 5 and 6, Block 12, and lots 27, 28 and 29, Block 15.

9. In the event any of the lots hereinabove described or portions thereof are sold or transferred, then the parties hereto agree to obtain from said owner or owners a consent to this agreement and all of the terms and provisions hereof in such form that the same may be recorded so that such owners and successors in interest shall be duly apprised of this agreement.

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10. None of the parties to this agreement nor their successors in interest shall permit the said roadway to be blocked unreasonably, except for repairs and maintenance work, and no parking shall be permitted on the roadway, permanently or temporarily, except at places designated jointly by the parties hereto. The parties agree that in letting any contract or in the performance of work or labor, the complete blocking or prohibition of the use of said roadway will not be permitted and that at all times the roadway will be open for at least ~~one way~~ traffic for the benefit of the party during the said working period.

11. In the event any party to this agreement disapproves of any maintenance and repair work to the roadway, then and in that event they may demand an arbitration. Each party or group of parties shall appoint an arbitrator and the two arbitrators so appointed shall nominate and appoint a third arbitrator. Said arbitrators shall decide whether or not said maintenance or improvements are required or the terms of any contract therefor are reasonable by a majority vote, and their decision shall be final and binding upon the parties. The cost of said arbitration shall be paid for by the party or group of parties whose position was not sustained by arbitration.

12. Each party shall pay the real property taxes assessed against the property owner in fee which is subject to the roadway easement herein provided.

13. It is mutually agreed that at all times herein mentioned the parties will pay their respective obligations in the manner set forth in paragraph 8 of this agreement when required to do so by the terms and conditions of any contract or agreement entered into with respect to such repair or maintenance. It is mutually agreed that all costs or expenses incurred by reason of the terms and conditions of this agreement shall be a lien upon the respective real property interests, that is, the lots responsible for

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10. None of the parties to this agreement nor their successors in interest shall permit the said roadway to be blocked unreasonably, except for repairs and maintenance work, and no parking shall be permitted on the roadway, permanently or temporarily, except at places designated jointly by the parties hereto. The parties agree that in letting any contract or in the performance of work or labor, the complete blocking or prohibition of the use of said roadway will not be permitted and that at all times the roadway will be open for at least one way traffic for the benefit of the parties during the said working period.

11. In the event any party to this agreement disapproves of any maintenance and repair work to the roadway, then and in that event they may demand an arbitration. Each party or group of parties shall appoint an arbitrator and the two arbitrators so appointed shall nominate and appoint a third arbitrator. Said arbitrators shall decide whether or not said maintenance or improvements are required or the terms of any contract therefor are reasonable by a majority vote, and their decision shall be final and binding upon the parties. The cost of said arbitration shall be paid for by the party or group of parties whose position was not sustained by arbitration.

12. Each party shall pay the real property taxes assessed against the property owner in fee which is subject to the roadway easement herein provided.

13. It is mutually agreed that at all times herein mentioned the parties will pay their respective obligations in the manner set forth in paragraph 8 of this agreement when required to do so by the terms and conditions of any contract or agreement entered into with respect to such repair or maintenance. It is mutually agreed that all costs or expenses incurred by reason of the terms and conditions of this agreement shall be a lien upon the respective real property interests, that is, the lots responsible for

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the expense of maintenance and repair or their successors in interest and that in the event of failure or refusal of any party to pay its respective share of the cost as required by the terms of this agreement, then in that event the other parties may pay any said cost and shall be entitled to interest on the share so advanced at the rate of eight per cent (8%) per annum together with costs of collection thereof, including reasonable attorney's fees.

14. All parties to this agreement acknowledge that the burdens and the benefits incurred by reason of this agreement shall touch and concern the ownership of the respective lots to the extent herein provided in this agreement, it being the intent of the parties that the covenants contained herein shall run with the land and that any subsequent owners of said lots shall be bound by the terms of this agreement in perpetuity and said subsequent owner or owners shall be the recipients of the benefits hereof as well as subject to the obligations herein contained.

15. This agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties to this agreement have set their hands, the day and year first hereinabove written.

Mervyn Rathborne
Mervyn Rathborne

Linda Rathborne
Linda Rathborne

Ivan C. Gabel
Ivan C. Gabel

Doris M. Gabel
Doris M. Gabel

Donald C. Carder
Donald C. Carder

Marlene V. Carder
Marlene V. Carder

Angelo Andreini, Jr.
Angelo Andreini, Jr.

Fabian Andreini
Fabian Andreini

Edward Andreini
Edward Andreini

Linda Andreini
Linda Andreini

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Vol. 5059 No. 312

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO

On November 8th, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared NERVYN RATHBORNE, LINEA RATHBORNE, ANGELO ANDREINI, JR., FABIAN ANDREINI, EDWARD ANDREINI, LINDA ANDREINI, IVAN C. GABEL, DORIS M. GABEL, DONALD J. GARDER and MARLENE V. GARDER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



Elizabeth Gregory Hastings
ELIZABETH GREGORY HASTINGS
Notary Public in and for said County and State

My commission expires: *Jan. 2, 1967*

Vol. 5059 No. 305

88327

RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST CO.

Nov 9 11 06 AM 1965

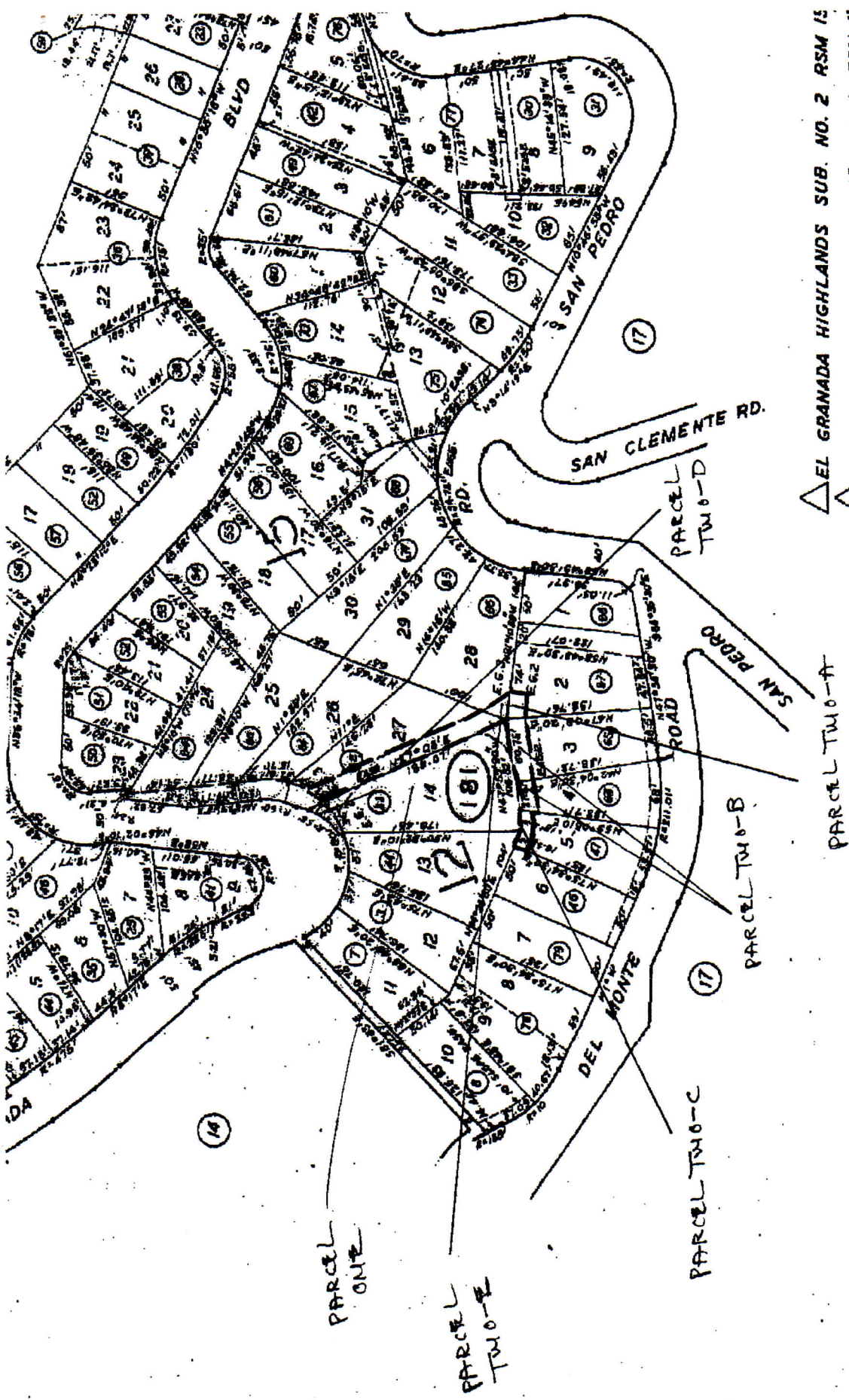
OFFICIAL RECORDS
SAN FRANCISCO COUNTY
Paul T. ...

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VIII

EASEMENT
AGREEMENT



△ EL GRANADA HIGHLANDS SUB. NO. 2 RSM IS
△ EL GRANADA HIGHLANDS SUB. NO. 3 RSM IS

D.M. ASSESSOR'S MAP COUNTY OF SAN MATEO, CALIF.

Notice: This is neither a plat nor a survey. It is furnished for information only and is not to be used as a basis for any legal action. The County Assessor is not responsible for any errors or omissions in this map. It is the responsibility of the user to verify the accuracy of the information shown hereon.

"NOTE: Easement shown between parcels 181 and 182 is a utility easement only and no other easements are shown. The County Assessor is not responsible for any errors or omissions in this map. It is the responsibility of the user to verify the accuracy of the information shown hereon."

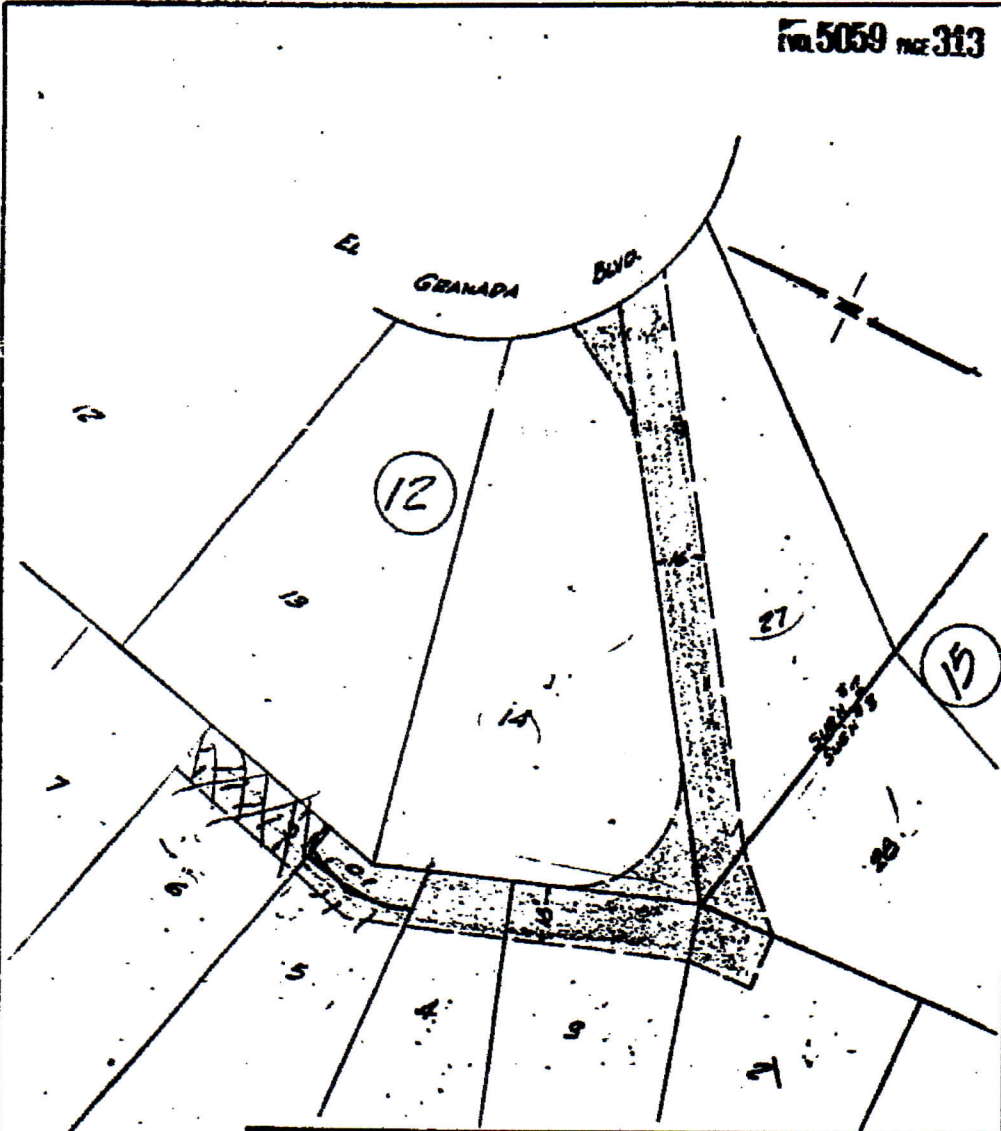


EXHIBIT "A"

ROADWAY EASEMENT		DATE AUG 1965
BLOCKS 12 & 15		SCALE 1"=40'
EL GRANADA HIGHLANDS SUB'S 2 & 3		SURVEY
SAN MATEO CO.		PLAT AW
OWNER:		CHECK
FRANK, MAYKEL & EDLER Consulting Engineers		
2225 BAY ROAD	REDWOOD CITY, CALIFORNIA	940-6222
700 WELSH ROAD	PALO ALTO, CALIFORNIA	950-6222
		JOB NO. 2106

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IX