

VIA EMAIL

September 21, 2022

Ms. Katherine Moran
Planning & Community Development Department
kmoran@cityofpasadena.net

Re: *Opposition to Variance #11944*

Dear Ms. Moran:

As you are aware, this office represents Mr. Armando Ramos (“Mr. Ramos”), the owner of the real property located at 1419 Edgehill Pl., and a longtime resident of the City of Pasadena (“City”). Please be advised that Mr. Ramos opposes Variance #11944 wherein Ms. Anne Majcher (“Ms. Majcher”) has submitted three entitlement requests which violate both Pasadena Municipal Code (P.M.C.) as well as my client’s rights under a valid and enforceable easement.

The applicant, Ms. Majcher, who is the owner of 1411 Edgehill Pl., constructed a gate across a private street/driveway easement after purchasing the property in violation of P.M.C. 17.78.060, P.M.C. 14.04.015, and P.M.C. 17.40.180.B(2)(h) which specifically provides that “Fences, gates, or walls shall not be constructed within or across private or public streets or easements that serve more than one property.” Ms. Majcher is in breach of the terms and conditions of the Grant of Easement dated May 20, 1981 (“the Easement”), which provides my client and successor in interest, Mr. Ramos, along with their neighbor and owner of the property located at 1415 Edgehill Pl., with certain rights to the use and enjoyment of the entirety of the shared street/driveway (A copy of the Grant of Easement and Parcel Map No. 10846 are attached hereto as Exhibit “A”). The Easement is further described in the Grant Deed to my client’s real property (A copy of the Grant Deed is attached hereto as Exhibit “B”) which provides:

An easement for ingress and egress purposes over those portions of Parcels 2 and 3 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as shown on map filed in Book 129 Page 90 of Parcel Maps, in the Office of the County Recorder of said County, “20” easement to the City of Pasadena for ingress and egress purposes and the use of Parcels 1, 2, and 3 to be secured in Documents.

The language is clear and explicit in the conveyance that the parties to the Grant of Easement possess an easement for ingress and egress, as well as the use and maintenance of the private street, which shall not be obstructed. Ms. Majcher did not inform the parties to the Easement of her intent to erect a gate across their shared street/driveway and failed to seek

JD Sanchez, Attorney at Law
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consent or agreement to modify the terms and conditions of the Easement.

Mr. Ramos is a long-time resident of the City, who has always maintained the utmost respect for the City and his neighbors. The City has a duty to protect its constituents and ensure that it does not issue permits or variances that interfere with its constituents' contractual rights to the use and enjoyment of their property, and which will result in a diminution of the value of that property.

As such, Mr. Ramos respectfully requests that the City deny Ms. Majcher's application for a variance and direct her to immediately dismantle and remove the gate.

Sincerely,

A handwritten signature in black ink, appearing to read "JD Sanchez", written over the printed name.

JD Sanchez
Attorney at Law

Cc: Client

EXHIBIT “A”

82- 65463

WHEN RECORDED MAIL TO:

Jack S. Shing
5355 Ocean View Blvd
LaCanada, Calif. 91011

FEE \$ 13.00 H

Order #8015875-7
Escrow #02-3864

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
JAN 20 1982 AT 8 A.M
Recorder's Office

DOCUMENTARY TRANSFER TAX 2.00
... ON FULL VALUE OF PROPERTY CONVEYED
... ON FULL VALUE LESS LIENS AND
... FROM DATE OF SALE
Signature of ... Agent determining Tax from ...

GRANT OF EASEMENT

This Grant of Easement is made this 20th day of May, 1981, between DON J. WILSON and DOROTHY J. WILSON, husband and wife, (hereinafter called "Grantor") and JACK S. SHING, a married man, (hereinafter called "Grantee").

WHEREAS, Grantor is the owner of certain real property, which will be referred to herein as the "Servient Tenement", and which is described in the attached Exhibit "A", and

WHEREAS, Grantee is the owner of certain real property which will be referred to herein as the "Dominant Tenement", and is described in the attached Exhibit "B", and

WHEREAS, Grantee desires to acquire certain rights in the Servient Tenement, and Grantor desires to grant such rights to the Grantee.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

(1) GRANT OF EASEMENT. In consideration of Grantee's agreement, by separate written agreements, to contribute to the costs to improve the easement for the benefit of both Grantor and Grantee, Grantor hereby grants to Grantee an easement hereinafter described.

(2) CHARACTER OF EASEMENT. The easement granted herein is appurtenant to the Dominant Tenement. The easement granted herein is a right to use the easement as a right of way by Grantee and his respective guests, invitees, and employees for the right of ingress and egress, by any mode of transportation whatsoever, over the Servient Tenement.

(3) CONSTRUCTION. Grantee may make such improvements upon the land of the Servient Tenement to reasonably accomplish the purpose of this Grant including, but not limited to grading, paving, constructing a driveway, installing curbing and lighting and any other things necessary to construct and maintain a roadway.

Grantee agrees that he will only construct a single family residence and garage upon the land of the Dominant Tenement.

5003

8015875-7

(4) MAINTENANCE OF EASEMENT. After the completion of the improvements of the easement to a roadway, the costs and expenses of maintenance and repair of the easement shall be shared one-third (1/3rd) by the Grantee and two-thirds (2/3rds) by the Grantor.

(5) LOCATION. The easement granted herein is described in the attached Exhibit "C".

(6) NON-EXCLUSIVE EASEMENT. The easement granted herein is not exclusive and inures to assigns and successors of the Grantee herein.

(7) ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representation or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by the parties to be charged.

(8) BINDING EFFECTS. This instrument shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

GRANOR:

GRANTEE:

Don J. Wilson
Don J. Wilson
Dorothy J. Wilson
Dorothy J. Wilson

Jack S. Shing
Jack S. Shing

STATE OF CALIFORNIA) SS
COUNTY OF LOS ANGELES)

On July 24, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DON J. WILSON and DOROTHY J. WILSON, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.



Isabel L. Grissom

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS

On July 13, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JACK S. SHING, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.



Isabel L. Grissom

EXHIBIT "A"

Parcels 1, 2 and 3 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 129 Page 90 of Parcel Maps, in the office of the County Recorder of said County.

EXHIBIT "B"

That portion of Lot 41 of Tract No. 7736, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 95 Page 30 et seq., of Maps, in the office of the County Recorder of said County, bounded by the following described lines:

Commencing at the Northeasterly corner of said Lot 41; thence South $52^{\circ} 42' 40''$ West along the Northwesterly line thereof, 190.84 feet to an angle point therein; thence South-easterly along the Southwesterly line of Block "L" of the Linda Vista Tract, as shown on a map recorded in Book 29 Pages 97 and 98 of Miscellaneous Records of said County, 90 feet to the true point of beginning; thence Westerly along the Southerly line of the land described in Parcel 2 of the deed to Joseph R. Bruman and wife, recorded as Instrument No. 481 on August 15, 1952 in Book 39621 Page 271 of Official Records of said County, to the Westerly line of the land described in Parcel 3 of deed to Flintridge Realty Company, recorded as Instrument No. 65 on March 7, 1933 in Book 12023 Page 275 of Official Records of said County; thence along said Westerly line, South $14^{\circ} 06' 55''$ East 768.71 feet, more or less, to the Northerly line of Lot 35 of Tract No. 9505, as shown on map recorded in Book 131 Pages 11 et seq. of Maps, Records of said County; thence Easterly along said Northerly line, 117.90 feet to the Northwesterly line of Edgehill Place, as shown on said last mentioned map; thence Northeasterly along said Northwesterly line, on a curve concave to the Southeast, having a radius of 35 feet, to the Easterly Line of said Lot 41; thence North $1^{\circ} 28' 40''$ East along said Easterly line to the Southwesterly line of said Block "L"; thence Northwesterly along said Southwesterly line to the true point of beginning.

EXHIBIT "C"

PARCEL 1:

A 20 foot easement for ingress and egress, and utility purposes, to be used in common with others over that portion of Parcels 1, 2 and 3 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 129 Page 90 of Parcel Maps, in the office of the County Recorder of said County, lying 10 feet on each side of the following described centerline:

Beginning at a point in the Northwesterly line of Edgehill Place, 30 feet in width, said point being distant along said Northwesterly line South $63^{\circ} 45' 35''$ West 20.00 feet from the Southeasterly corner of said Parcel 1, said point being also the beginning of a curve concave to the Southwest and having a radius of 90 feet, a radial line to said curve at said point bears North $13^{\circ} 15' 35''$ East; thence Northwesterly along said curve, through a central angle of $31^{\circ} 20' 00''$ an arc distance of 49.23 feet; thence tangent to said curve South $71^{\circ} 55' 35''$ West 27.77 feet to the beginning of a tangent curve concave Northerly and having a radius of 105.80 feet; thence Westerly along last mentioned curve, through a central angle of $32^{\circ} 07' 37''$ an arc distance of 59.32 feet; thence tangent to last mentioned curve North $75^{\circ} 56' 48''$ West 34.50 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 40 feet; thence Westerly and Southwesterly along last mentioned curve, through a central angle of $64^{\circ} 29' 30''$ an arc distance of 45.02 feet; thence tangent to the last mentioned curve, South $39^{\circ} 33' 42''$ West 11.53 feet, more or less, to the intersection with a line that is at right angles to the Westerly line of said Parcel 3 and is 51.00 feet Northerly of the Southwesterly corner of said Parcel 3.

The sidelines of said 20 foot strip shall be prolonged or shortened to intersect at the Westerly end with said line that is at right angles to the West line of said Parcel 3, and at the Easterly end with the Northwesterly line of said Edgehill Place.

EXCEPT therefrom all oil, gas, hydrocarbons, or other minerals in and under the above described parcel of land, without the right of surface entry, for the development thereof, as reserved in deed recorded May 25, 1977 as Instrument No. 77-547545, Official Records.

PARCEL 2:

An exclusive 20 foot easement for ingress, egress, utility purposes and construction and maintenance of driveway structures over that portion of Parcels 2 and 3 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as per map recorded in Book 129 Page 90 of Parcel Maps, in the office of the County Recorder of said County, lying 20 feet Southerly of the following described line:

Beginning at a point on the Westerly line of said Lot 3, said point being North $1^{\circ} 33' 42''$ East 51.00 feet from the Southwesterly corner of said Lot 3; thence at right angles to said Westerly line, South $88^{\circ} 26' 18''$ East 110.00 feet.

EXCEPT therefrom all oil, gas, hydrocarbon, or other minerals in and under the above described parcel of land, without the right of surface entry for the development thereof, as reserved in the deed recorded May 27, 1977, as Instrument No. 77-547545, Official Records.

EXHIBIT “B”

This page is part of your document - DO NOT DISCARD



20160852265



Pages:
0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/21/16 AT 08:00AM

FEES:	25.00
TAXES:	1,408.00
OTHER:	0.00
PAID:	1,433.00



LEADSHEET



201607210160051

00012380035



007686709

SEQ:
01

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T23

LAWYERS TITLE

2

RECORDING REQUESTED BY:

Order No. 116073310
Escrow No. 16-06958GL
Parcel No. 5704-008-008



AND WHEN RECORDED MAIL TO:

ARMANDO RAMOS
1419 EDGEHILL PLACE
PASADENA, CA 91103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

55

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$1,408.00 and CITY \$

- computed on full value of property conveyed, or
- computed on full value less liens or encumbrances remaining at the time of sale.
- unincorporated area: City of Pasadena, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Chun Chien Chen and Chiou Chu Chen, as Trustees of The Chen Family Revocable Trust dated May 18, 2005

hereby GRANT(S) to Armando Ramos, a single man

the following described real property in the City of Pasadena, County of Los Angeles, State of California:
Legal description attached hereto as Exhibit "A" is hereby made a part hereof.

More commonly known as: 1419 Edgehill Place, Pasadena, CA 91103

Date July 18, 2016

The Chen Family Revocable Trust dated May 18, 2005

Chun Chien Chen
By: Chun Chien Chen, Trustee

Chiou Chu Chen
By: Chiou Chu Chen, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

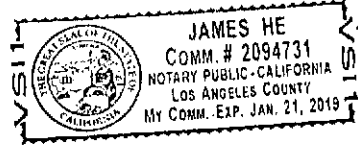
STATE OF CALIFORNIA } S.S.
COUNTY OF LOS ANGELES

On July 19, 2016, before me, James He, a Notary Public, personally appeared Chun Chien Chen and Chiou Chu Chen, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *James He* (Seal)



Mail Tax Statement to: SAME AS ABOVE or Address Noted Below

1A

EXHIBIT "A"

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel A:

Parcel 1 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as shown on Map filed in Book 129, Page 90 of Parcel Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances lying below the surface of said property, but with no right of surface entry, as provided in the Deed recorded May 25, 1977 as Instrument No. 1977-547545 of Official Records.

Parcel B:

An easement for ingress and egress purposes over those portions of Parcels 2 and 3 of Parcel Map No. 10846, in the City of Pasadena, County of Los Angeles, State of California, as shown on Map filed in Book 129, Page 90 of Parcel Maps, in the Office of the County Recorder of said County, "20" easement to the City of Pasadena for ingress and egress purposes and the use of Parcels 1, 2 and 3 to be secured in Documents.

Assessor's Parcel Number: 5704-008-008