

FW: Meeting today/ CDX for Fence

Julie Trinkala [REDACTED]

Tue 2/18/2020 2:07 PM

To: Lisa Aozasa <laozasa@smcgov.org>**Cc:** Timothy Fox <tfox@smcgov.org>; Julie Trinkala [REDACTED] 2 attachments (2 MB)

Recruiter of Criminals.pdf; Ms. Trinkala Declaration Highltd.pdf;

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Dear Lisa,

I am reaching out to you're as an extremely concerned neighborhood watch block captain to ask for a meeting with you to discuss this matter further as I have been calling the Sheriff's department since December 2012 for assistance with illegal activities on the parcels above my home. I became a block captain in 2014 after participating in a 6 week Community Academy held by the Sheriff's Department that made me aware of the types of criminal activities that regularly occur in my coastal community.

The presence of the short lengths of security fence installed on 655 Miramar Drive, Parcel 1 has significantly helped decrease the number of shady characters who drive up and stay to conduct their illegal activities. As a result, I have had to make fewer calls to the Sheriff's Department. Unfortunately, the activities are becoming more extreme - I turned in the video footage that helped catch Nathan Lake in August 2019. Nathan Lake is not the first probation violator caught on the hill.

Rather than trying to meet with you this week, would you propose several days and times convenient for you, for us to meet during the week of February 24th at the County Planning Department? I returned from my trip to Germany late last week with a vicious cold and will be seeing my Doctor this afternoon. I hope to have recovered by then.

I look forward to hearing from you. Thank you. j [REDACTED]

From: Julie Trinkala [REDACTED]**Sent:** Wednesday, December 12, 2018 7:46 AM**To:** Joan Kling <jkling@smcgov.org>; Timothy Fox <tfox@smcgov.org>; Lisa Aozasa <laozasa@smcgov.org>; Camille Leung <cleung@smcgov.org>; Ruemel Panglao <rpanglao@smcgov.org>**Cc:** Julie Trinkala <[REDACTED]>**Subject:** PLN2018-00426: Concerning Community Safety Issues

Good morning,

I originally sent this email on November 13, 2018 to Lisa, Camille, and Ruemel.

This is a critical issue for my neighborhood so I am sending it again. Please send me an acknowledgement that you have received and read this email.

Thank you for taking the time to read this email, and for all you do to make our communities safe and healthful places to live.

I am wishing for all of you, your staff members and families, a safe and peaceful holiday season.

Julie Trinkala

From: Julie Trinkala [REDACTED]
Sent: Tuesday, November 13, 2018 10:50 AM
To: 'Lisa Aozasa (laozasa@smcgov.org)'
Cc: Julie Trinkala
Subject: FW: PLN2018-00426: Concerning Community Safety Issues

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You may not be aware that these short lengths of fence in question also serve as a visual alert and deterrent to people who drive up there at all hours of the day and night to engage in unsavory activities. Many people who see the fence choose to leave within minutes.

As Neighborhood Watch Block Captain, I have contacted the Sheriff's Department on numerous occasions since December 2012 for assistance with activities 1, 2, 3 and 4. My calls to the Sheriff's Department have significantly decreased since the installation of these short fences.

Activities include:


1. Consuming alcoholic beverages
2. Use of illegal drugs
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Most recently, my calls resulted in citations for two minors and an arrest of an adult male.

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This on-going activity not only poses a danger for my neighborhood but is disturbing on a personal level to me and to all of my neighbors. In my capacity as the Neighborhood Watch Block Captain, I ask that the safety of my neighbors be considered and the short fences not be removed.

Thank you for taking the time to read this email.

Julie Trinkala


From: Tejinder singh 
Sent: Friday, February 14, 2020 2:27 PM
To: Lisa Aozasa
Cc: Tim Fox; Mike & Julie
Subject: Re: Meeting today/ CDX for Fence

Dear Lisa,

I and everyone in the Miramar neighborhood greatly appreciate your and Director Monowitz's contributions to our community. We are waiting for the CDX for the fences.

I am attaching a sworn Declaration under penalty of perjury by a concerned neighbor, Ms. Trinkala. also copied on this email. Ms. Trinkala and her family live across from the water tank as the last house on Miramar Drive.

Ms. Trinkala and other neighbors are very very very concerned about the safety of our neighborhood around the water tank in Miramar and the safety of our water supply.

Ms. Trinkala was standing next to us when the Sheriff's Deputy advised us to install the fences. The fences have acted as an effective security deterrent preventing bad actors from entering our property or from coming close to the direct connection between the water meter and the water tank.

The water pipe to the water meter is DIRECTLY CONNECTED TO THE WATER TANK. It is a potential safety hazard to connect directly to a water tank. Typically, all water supply connections are with a water main and not directly with the Water Tank. The fences provide a protective barrier around this direct connection. Please see the attached map obtained from the Coastside County Water District showing the Direct connection from the water meter on our property connected to the Water Tank - <https://www.dropbox.com/s/18zvwpa43xt1mwr/DirectWaterConnection.pdf?dl=0>

Please see the photo of the water meter on our property that is directly connected to the Water Tank:

<https://www.dropbox.com/s/6b1f1qy351zmlsr/Water%20Meter%20on%20Property.png?dl=0>

The fences have also been an effective security deterrent for illegal drug and alcohol-related activities near the Water Tank.

Please see the Police Report **which**, appears to suggest possible Complainant of our NOV, McIver's, involvement in the Criminal Act of Stealing our Security Cameras on late night of August 13, 2019. A criminal, who was already on probation for one of his earlier crimes, was apprehended and is serving a prison sentence, while other two accomplices are still at large. Photo of one of his accomplices, apparently believed to be the Complainant's agent who frequently contacts your department to get the fences removed, is still on the loose. **His photo is in the link below:** <https://www.dropbox.com/s/dn5esx23wzq0a9a/Photo%202%20Hooded%20Person.png?dl=0>

I and our neighborhood is very concerned. We all believe that the fences qualify for CDX on the grounds that:

- (i) the fences provide safety and security to the neighborhood from bad actors - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE;
- (ii) the fences prevent immoral acts being committed on our property - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE;
- (iii) the fences protect our private property including, from illegal encroachment - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE; and
- (iv) **the fences also qualify for exemption, CDX, as per section 6328.5 (b) of SMC Zoning Regulations, May 2018, EXEMPTION - maintenance, alteration or addition to existing structures other than single-family dwellings and public works facilities - because there are existing structures including a water pump, fire hydrant and water meter on our property around which the fences form a protective barrier.**

Thanks Lisa

With kind regards

TJ Singh

[REDACTED]

On February 12, 2020 at 2:58 PM, Tejinder singh [REDACTED] > wrote:

Dear Lisa,

I noticed that the accelera has been updated, but does not reflect all the updates including, the discussion we had with you and Director Monowitz in January 2019. Some of the updates that I am hoping would be reflected are in my email below.

In addition,

1. The water pipe to the water meter is DIRECTLY CONNECTED TO THE WATER TANK. Please see -

<https://www.dropbox.com/s/18zvwpa43xt1mwr/Direct%20Water%20Connection.pdf?dl=0>

Direct Connections to the water tank expose our water supply to tremendous risk. Safe connections are to the water main and not to the water tank directly. Hence the Fences provide a safety barrier for this tremendous risk.

2. The fences provide a safety barrier for this direct connection to the Water Tank. Please see: <https://www.dropbox.com/s/kcu498wv3pawb37/canvas1.png?dl=0>

3.

The fences act as a deterrent from miscreants and criminals as in this link.

<https://www.dropbox.com/s/dn5esx23wzq0a9a/Photo%202.png?dl=0>

I greatly appreciate your assistance

Best

Kind regards

TJ Singh

[REDACTED]

On February 6, 2020 at 6:49 AM, tj singh [REDACTED] > wrote:

Dear Lisa,

Thank you for your email. We greatly appreciate your assistance.

Regarding update to Accela, the following may also please need to be reflected in accela:

1. As also mentioned in your email below, and as in our County code, the primary purpose of the CDP is protecting public health, safety, morals. I will appreciate that you may please consider the previouslt shared photographs and videos showing that the fences have acted as a deterrent and have prevented bad actors from coming on our property. You may recall one of the videos showing a naked person who was prevented from our property by the fence. I will be happy to send you additional recent photos and videos showing the remarkable effect of the fences for our and our neighborhood's security. These photos and videos would be additional to the ones previously shared with you.

The above security role of the fences, may please be added to and reflected in accela.

2. During our meeting with you and Director Monowitz, in January 2019,

(a) I had asked if the Planning Dept preferred another type of fence, and you mentioned that would not be necessary.

(b) Director Monowitz also mentioned that should we decide to apply for a CDP, the Planning Department would support our application.

The point 2 above may also please be reflected on accela.

However, we qualify for an exemption based on fences role in neighborhood and our security; fences are in addition to the structures already on the property; the water pump is directly connected to the water tank through a water pipe that is also protected by the fence.

Thanks Lisa
TJ Singh

On Feb 5, 2020, at 2:55 PM, Lisa Aozasa <laozasa@smcgov.org> wrote:

Hello –

I'm sorry, but I won't be able to close the Violation case until the Director, Steve Monowitz, returns from vacation and I have an opportunity to meet with him to review your case and the additional information you've recently provided. I had hoped to be able to resolve this quickly, as you have persistently requested over the last month, but was unable to consult with him before he left the office on a short trip.

Here's where things stand, and I will update the cases in Accela to reflect this:

VIO 2017-00054 remains open and unresolved.

PLN 2018-00426 remains open and under reconsideration by the Community Development Director.

Here's the background: Despite being advised that a Coastal Development Permit was required to legalize the fence, you applied for a Coastal Development Permit Exemption (CDX) on 10/29/18. That request was initially denied, as staff could not find that the circumstances of your case qualified under any of the approved exemptions per the County's Local Coastal Program (LCP). You subsequently requested a meeting with Steve and requested that he reconsider the denial. You submitted additional information supporting your claim that the situation qualifies for a CDX as "the maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public works facilities". You argued that the "existing facility" that this fence "maintains" is a water pump/back flow device on the same parcel which is associated with CCWD's water tank on the adjacent parcel, with the fence providing security and protection for the water pump facility and the property in general. The Director asked for any information from CCWD regarding the relationship of the fence to the water pump and back flow device. That request was made on 1/7/2019. No additional information was ever provided. As this case does not involve a threat to public health and safety, it is a low priority violation for the Department, and no additional enforcement action was pursued, despite the lack of response.

Sometime during the week of January 6th, 2020, you came by the office and asked to speak to me, and requested that the VIO case be closed. I

agreed to look into closing it out, and recalled (incorrectly as it turned out) that the matter had in fact been resolved and the case could be closed out in a short time frame. After further research into where things left off a year prior, I discovered that the CDX has never been approved, as the information Steve requested was never submitted. Now more recently on 1/22/20, you submitted information and photos showing the water pump and a fire hydrant on the property, claiming that the water pump is not owned by CCWD and is for your own personal use only, and the back flow device has been removed. I'm not sure this information helps support your position that the fence is related to the maintenance/protection of the water pump – or the fire hydrant either – as the “existing structures” on the site. I have some follow up questions for CCWD, and then I plan to consult with the Director for his determination on whether the CDX can be issued and the VIO case closed. The earliest that can happen is the week of February 18th, 2020.

In the meantime, continuing to come into the office daily is not a good use of your time or mine. I will be back in touch on or after February 18th.

Lisa Aozasa
Deputy Director
SMC Planning & Building Department

From: tj singh [REDACTED]
Sent: Tuesday, February 04, 2020 2:28 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Subject: Re: Meeting today

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Dear Lisa,

We appreciate your assistance.

I stopped by yesterday just before 5, and you had just left for the day.

I also stopped by today and was told you were in day long interviews.

We would greatly appreciate your assistance in closing the outdated NOV.

Thanks
TJ Singh

On Feb 3, 2020, at 3:22 PM, Tejinder singh
<[REDACTED]> wrote:

Our Dear Lisa,

We will greatly appreciate your assistance. The outdated NOV (VIO 2017-00054) is still open.

Thanks
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On January 31, 2020 at 9:41 AM, tj singh
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Even the Court has recognized that our fences should remain.

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<2020-01-18
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I noticed that the accelera has been updated, but does not reflect all the updates including, the discussion we had with you and Director Monowitz in January 2019. Some of the updates that I am hoping would be reflected are in my email below.

In addition,

1. The water pipe to the water meter is DIRECTLY CONNECTED TO THE WATER TANK. Please see -

<https://www.dropbox.com/s/18zvwpa43xt1mwr/Direct%20Water%20Connection.pdf?dl=0>

Direct Connections to the water tank expose our water supply to tremendous risk. Safe connections are to the water main and not to the water tank directly. Hence the Fences provide a safety barrier for this tremendous risk.

2. The fences provide a safety barrier for this direct connection to the Water Tank. Please see: <https://www.dropbox.com/s/kcu498wv3pawb37/canvas1.png?dl=0>

3.

The fences act as a deterrent from miscreants and criminals as in this link.

<https://www.dropbox.com/s/dn5esx23wzq0a9a/Photo%202.png?dl=0>

I greatly appreciate your assistance

Best

Kind regards

TJ Singh

[REDACTED]

On February 6, 2020 at 6:49 AM, tj singh [REDACTED] wrote:

Dear Lisa,

Thank you for your email. We greatly appreciate your assistance.

Regarding update to Accela, the following may also please need to be reflected in accela:

1. As also mentioned in your email below, and as in our County code, the primary purpose of the CDP is protecting public health, safety, morals. I will appreciate that you may please consider the previouslt shared photographs and videos showing that the fences have acted as a deterrent and have prevented bad actors from coming on our property. You may recall one of the videos showing a naked person who was prevented from our property by the fence. I will be happy to send you additional recent photos and videos showing the remarkable effect of the fences for our and our neighborhood's security. These photos and videos would be additional to the ones previously shared with you.

The above security role of the fences, may please be added to and reflected in accela.

2. During our meeting with you and Director Monowitz, in January 2019,

(a) I had asked if the Planning Dept preferred another type of fence, and you mentioned that would not be necessary.

(b) Director Monowitz also mentioned that should we decide to apply for a CDP, the Planning Department would support our application.

The point 2 above may also please be reflected on accela.

However, we qualify for an exemption based on fences role in neighborhood and our security; fences are in addition to the structures already on the property; the water pump is directly connected to the water tank through a water pipe that is also protected by the fence.

Thanks Lisa
TJ Singh

On Feb 5, 2020, at 2:55 PM, Lisa Aozasa <laozasa@smcgov.org> wrote:

Hello –

I'm sorry, but I won't be able to close the Violation case until the Director, Steve Monowitz, returns from vacation and I have an opportunity to meet with him to review your case and the additional information you've recently provided. I had hoped to be able to resolve this quickly, as you have persistently requested over the last month, but was unable to consult with him before he left the office on a short trip.

Here's where things stand, and I will update the cases in Accela to reflect this:

VIO 2017-00054 remains open and unresolved.

PLN 2018-00426 remains open and under reconsideration by the Community Development Director.

Here's the background: Despite being advised that a Coastal Development Permit was required to legalize the fence, you applied for a Coastal Development Permit Exemption (CDX) on 10/29/18. That request was initially denied, as staff could not find that the circumstances of your case qualified under any of the approved exemptions per the County's Local Coastal Program (LCP). You subsequently requested a meeting with Steve and requested that he reconsider the denial. You submitted additional information supporting your claim that the situation qualifies for a CDX as "the maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public works facilities". You argued that the "existing facility" that this fence "maintains" is a water pump/back flow device on the same parcel which is associated with CCWD's water tank on the adjacent parcel, with the fence providing security and protection for the water pump facility and the property in general. The Director asked for any information from CCWD regarding the relationship of the fence to the water pump and back flow device. That request was made on 1/7/2019. No additional information was ever provided. As this case does not involve a threat to public health and safety, it is a low priority violation for the Department, and no additional enforcement action was pursued, despite the lack of response.

Sometime during the week of January 6th, 2020, you came by the office and asked to speak to me, and requested that the VIO case be closed. I

agreed to look into closing it out, and recalled (incorrectly as it turned out) that the matter had in fact been resolved and the case could be closed out in a short time frame. After further research into where things left off a year prior, I discovered that the CDX has never been approved, as the information Steve requested was never submitted. Now more recently on 1/22/20, you submitted information and photos showing the water pump and a fire hydrant on the property, claiming that the water pump is not owned by CCWD and is for your own personal use only, and the back flow device has been removed. I'm not sure this information helps support your position that the fence is related to the maintenance/protection of the water pump – or the fire hydrant either – as the “existing structures” on the site. I have some follow up questions for CCWD, and then I plan to consult with the Director for his determination on whether the CDX can be issued and the VIO case closed. The earliest that can happen is the week of February 18th, 2020.

In the meantime, continuing to come into the office daily is not a good use of your time or mine. I will be back in touch on or after February 18th.

Lisa Aozasa
Deputy Director
SMC Planning & Building Department

From: tj singh [REDACTED]
Sent: Tuesday, February 04, 2020 2:28 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Subject: Re: Meeting today

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.

Dear Lisa,

We appreciate your assistance.

I stopped by yesterday just before 5, and you had just left for the day.

I also stopped by today and was told you were in day long interviews.

We would greatly appreciate your assistance in closing the outdated NOV.

Thanks
TJ Singh

On Feb 3, 2020, at 3:22 PM, Tejinder singh
<[REDACTED]> wrote:

Our Dear Lisa,

We will greatly appreciate your assistance. The outdated NOV (VIO 2017-00054) is still open.

Thanks
TJ Singh

On January 31, 2020 at 9:41 AM, tj singh
<[REDACTED]> wrote:

Dear Lisa,

Even the Court has recognized that our fences should remain.

When you have a moment today, can you please close the NOV now.

Thanks
TJ

On Jan 24, 2020, at 9:43 AM,
Tejinder singh
<[REDACTED]> wrote:

Dear Lisa,

When you get a chance, would it be possible to close the NOV today.

Thanks
TJ Singh

Begin forwarded message:

From: Tejinder singh
<[REDACTED]>
Date: 1/22/2020
To: Lisa Aozasa
<laozasa@smcgo.v.org>
Subject: Meeting today

Dear Lisa,

I am attaching the photograph of the water pump and the fire hydrant on our property. These structures exist on our property.

You will notice that the Backflow equipment is no longer there. I am also attaching an old photo of Backflow which has since been removed and is not there in the first photo.

Best
TJ Singh
<2020-01-18
08.00.23.jpg>
<IMG_7454
Backflow
Eqpmt.JPG>

1 Ronald R. Rossi, Esq. (SBN 043067)
2 **ROSSI, HAMMERSLOUGH, REISCHL & CHUCK**
3 1960 The Alameda, Suite 200
4 San Jose, California 95126
5 Tel. (408) 261-4252
6 Fax. (408) 261-4292

7 Attorneys for Defendants and Cross-Complainants.
8 **TEJINDER SINGH, TRIPATINDER CHOWDHRY, and**
9 **TEG PARTNERS, LLC**

10 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **IN AND FOR THE COUNTY OF SAN MATEO**

12 *(Unlimited Civil Jurisdiction)*

13 **SANDRA P. McIVER,**

14 **Plaintiffs,**

15 **v.**

16 **TEG PARTNERS, LLC; TEJINDER**
17 **SINGH; and TRIPATINDER**
18 **CHOWDHRY**

19 **Defendants.**

20 **TEG PARTNERS, LLC; TEJINDER**
21 **SINGH; and TRIPATINDER**
22 **CHOWDHRY,**

23 **Plaintiffs,**

24 **v.**

25 **SANDRA P. McIVER, TRUSTEE OF**
26 **THE EDITH R. STERN TRUST DATED**
27 **JULY 6, 1953; SANDRA P. McIVER, an**
28 **individual; TOM KLINE, and ROES 1**
through 100, inclusive.
Defendants.

Case No. 17-CIV-00720

SETTLEMENT AGREEMENT, MUTUAL
RELEASE, AND ORDER THEREON

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

1 This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into
2 by and among the following parties:

- 3 • Sandra P. McIver, individually and as Trustee of the Edith R. Stern Trust dated
4 July 6, 1953 F/B/A Sandra P. McIver ("McIver");
- 5 • TEG Partners, LLC, a Delaware limited liability company ("TEG");
- 6 • Tejinder Singh ("Singh");
- 7 • Tripatinder S. Chowdhry ("Chowdhry");
- 8 • Tom Kline ("Kline"); and

9 McIver, TEG, Singh, and Chowdhry, are sometimes collectively referred to the "Parties" and
10 individually as "Party". TEG, Singh, and Chowdhry collectively may also be referred to as "Teg
11 Property Owners".

12
13 **A. Recitals.**

14 1. WHEREAS, McIver is the Trustee of the Trust that is the owner of that certain real
15 property located in the County of San Mateo commonly known as 655 Miramar Drive, Half
16 Moon Bay, California, APN 048,076-130 (the "McIver Property"). The McIver Property benefits
17 from an express easement for ingress, egress and utilities that burdens the Teg Property (defined
18 below) "the Easement."

19 2. WHEREAS, TEG is the owner of that certain parcel of real property located adjacent to
20 the McIver Property and also located in the County of San Mateo as APN 048-076-120 (the "Teg
21 Property). The Teg Property is burdened by the Easement.

22 3. WHEREAS, Kline was McIver's contractor performing work on the McIver Property.

23 4. WHEREAS, Singh, is one of the members and managers of TEG and Chowdhry, is one
24 of the members and managers of TEG.

25 5. WHEREAS, on February 16, 2017, McIver caused to be filed a Complaint for Quiet
26 Title, Trespass, Declaratory Relief, and Injunction (the "McIver Complaint") against TEG, Singh,
27 Chowdhry, and all persons unknown claiming any legal or equitable right, title estate lien or
28 interest in the property rights described in the complaint adverse to Plaintiff's title thereto in an

1 action entitled Sandra P. McIver v. TEG Partners, LLC, et. al., San Mateo County Superior Court
2 case number 17-CIV-00720 ("the McIver Lawsuit");

3 6. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry filed an Answer to the
4 McIver Complaint wherein they assert seventeen (17) separate affirmative defenses;

5 7. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry caused to be filed a Cross-
6 Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory Relief, Harassment,
7 Nuisance and Quiet Title against McIver and Kline in the McIver Lawsuit;

8 8. WHEREAS, on February 9, 2018, TEG, Singh and Chowdhry caused to be filed a first
9 amended Cross-Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory
10 Relief, Harassment, Nuisance and Quiet Title against McIver, Kline and all persons unknown
11 claiming any legal or equitable right, title, estate, lien or interest in the Property rights described
12 in the complaint adverse to cross-complainant's title thereto in the McIver Lawsuit;

13 9. WHEREAS, on March 23, 2018, McIver filed an Answer to First Amended Cross-
14 Complaint in the McIver Lawsuit, asserting twenty-one (21) separate affirmative defenses;

15 10. WHEREAS, on April 16, 2019 TEG, Singh and Chowdhry caused to be filed a
16 Request for Dismissal without prejudice as to their sixth cause of action for quiet title;

17 11. WHEREAS, on May 21, 2019 TEG, Singh and Chowdhry caused to be filed a
18 Request for Dismissal without prejudice as to their fourth cause of action for civil harassment and
19 their fifth cause of action for nuisance;

20 12. WHEREAS, the McIver Lawsuit is set for trial to commence on February 10, 2020;

21 13. WHEREAS, the Parties have reached a settlement of the disputed claims alleged in
22 the various pleadings filed in the McIver Lawsuit and wish to establish a written settlement
23 agreement and release of claims to effectuate their desire to completely resolve all existing
24 disputes and/or claims between the Parties, as more fully set forth in this Agreement;

25 14. WHEREAS, as used in this Agreement, "Effective Date" shall be the date when last
26 of the Parties sign this Agreement;

27 15. WHEREAS, as used in this Agreement, "Effective Date" shall not be later than
28 February 14, 2020, after which this Agreement will expire;

7
29 SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

THEREFORE, this Agreement is entered into in order to settle, compromise and resolve each and every one of the existing claims, duties, obligations, causes of action, debts, liabilities or damages, known or unknown, between each of the Parties.

B. Agreement.

In consideration of the Consideration, as defined in Paragraph 3 of this Agreement, the releases and the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties jointly and severally agree as follows:

1. Incorporation of Recitals: The Recitals of Section A to this Agreement are hereby incorporated by this reference as if set forth in full herein.

2. Withdrawal of Claims in the McIver Lawsuit: McIver agrees to drop and withdraw all of her claims alleged in the McIver Complaint, and any claims arising out of the facts and circumstances alleged in the McIver Complaint. In exchange, Teg Property Owners agree to drop and withdraw their claims in their Answer to the McIver Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the McIver Complaint.

Teg Property Owners agree to drop and withdraw all of their claims still existing and alleged in the first amended Cross Complaint filed in the McIver Lawsuit, and any claims arising out of the facts and circumstances alleged in the first amended Cross Complaint filed in the McIver Lawsuit. In exchange, McIver agrees to drop and withdraw her Answer to First Amended Cross-Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the First Amended Cross-Complaint.

The Withdrawal of Claims and the Answers in the McIver Lawsuit is contingent on the entry of a final judgement in the form attached.

3. Terms of Consideration: As consideration for the dismissal of the McIver Lawsuit as described in paragraph four (4) of this Agreement, below, the Parties agree as follows:

a) TEG, Singh and Chowdhry shall remove all of the currently installed photographs and signs from the easement. They shall be allowed to post two (2) signs reflecting a 15 MPH speed limit at the driveway entrance and no more than two (2) no

SPM

Tom Case

2/20

1 trespassing signs of modest size on the fences. ~~As directed during Mandatory Settlement~~
2 ~~Conference by Hon. Judge Grandison on January 27, 2020, they shall reduce their~~
3 ~~security cameras on the easement to 4, none of which shall be pointed at the residence on the McIver Property.~~
4 ~~since the security cameras need to be each other~~

5 (b) McIver shall have immediate access to the Easement and shall have the
6 right, as owner of the McIver Property, to maintain and/or legally improve the entire
7 easement for ingress, egress and/or utilities and to pass that right to any subsequent owner
8 of the McIver Property. The Parties agree and stipulate that the right to use the Easement
9 is no greater and no less than its express terms. To the extent that McIver, and/or her
10 agents, future assigns and/or future transferees improves the Easement, she/he/they shall
11 be solely responsible for the costs of any such improvements including, but not limited to,
12 costs of materials, costs of labor, insurance, permits, etc.

13 (c) TEG, Singh and Chowdhry, individually or collectively shall not
14 unreasonably interfere any effort by McIver or her agent(s), or any subsequent owner of
15 the McIver Property to maintain and/or legally improve the entire easement for ingress,
16 egress and/or utilities.

17 (d) As the McIver Lawsuit was never tried, none of the parties presented any
18 evidence that any improvement on the Easement will or will not in any way provide a Fire
19 Code compliant access for McIver Property through the Easement.

20 (e) The current or future owner or transferee or assignee of McIver Property
21 shall be solely responsible for all maintenance of any improvements made by McIver or
22 any future owner or transferee or assignee of McIver Property including, but not limited
23 to, costs of materials, costs of labor, insurance, permits. McIver, and/or her agents, future
24 assigns, and transferees shall be solely responsible for the cleaning and removal of debris
25 and leaves from the portion of the Easement that is improved by McIver or a future owner
26 or transferee or assignee of McIver Property, as reasonably necessary. Care shall be taken
27 that such removal of debris and leaves are not moved onto another part of the Easement or
28 to the unencumbered part of TEG Property. Notwithstanding the foregoing, to the extent
that TEG, Singh or Chowdhry or their agents and or successors use the improvement of

TK

1 the driveway on the easement, they shall share in the cost of maintenance.

2 (f) Should there be any damage to any of the improvements on the Easement
3 made by McIver or future owner or transferee or assignee of McIver Property, other than
4 damage as may be caused by TEG, Singh, Chowdhry, their agents and/or successors, the
5 owner or the transferee or assignee of the McIver Property will rectify such issues in a
6 timely manner.

7 (g) To the extent that McIver, her agents, future assigns, and transferees have
8 any construction done on the Easement, they shall obtain a policy of liability insurance at
9 an amount reasonably appropriate to the nature of the work and shall name TEG or its
10 future assigns, and transferees as an additional named insured on such policy.

11 (h) Work done by any of the parties and/or their agents, future assigns, and/or
12 future transferees that results in damage to any of the other parties or to the property of the
13 other parties shall be fully liable for said damages as provided by California law.

14 (i) Any and all improvements on the Easement shall be undertaken by licensed
15 contractors where licensing is required pursuant to California law.

16 (j) Gate(s) installed or maintained between the McIver Property and the TEG
17 Property shall open towards the property of the owner who installed the gate. The
18 existing gate between 655 Miramar Drive Parcel 1, and Parcel 2, shall be modified so that
19 it opens towards the McIver Property within thirty (30) days of the Effective Date or such
20 additional period of time as is reasonable under the circumstances.

21 (k) McIver, her agents and/or successors or assignees shall make any
22 improvements to the driveway on the Easement for ingress and egress purposes to design
23 such improvements so that access to any portion of the Teg Property unencumbered by the
24 Easement is not obstructed at any location after the completion of improvement to the
25 driveway or to any part of the Easement.

26 (l) McIver and/or her agents, future assigns, and/or future transferees will
27 inform TEG, Singh, Chowdhry, their agents, future assigns, and/or future transferees, shall
28 give no less than thirty (30) days' notice with plans (unless the plans are already available

1 at the Planning Department, or TEG, Singh, Chowdhry, their agents, future assigns, and/or
2 future transferees shall pay for a copy of the plans) prior to doing any work on the
3 Easement, except in an emergency. Upon completion of the improvement to the
4 Easement, all construction material, construction vehicles and other construction related
5 accessories and equipment must be promptly removed.

6 (m) McIver shall not require the removal of the currently existing fences
7 located adjacent to the easement nor will she take any illegal action to remove the fences.

8 (n) The covenants set forth herein shall run with the land and are deemed for
9 the benefit of the subject property and for the benefit of the Plaintiff, the named
10 Defendants, and their respective heirs, successors, representatives, agents, executors,
11 administrators, co-owners, co-trustees, assigns, and/or transferees.

12 **4. Dismissal of Lawsuits:** In consideration of the mutual covenants and agreements
13 contained herein, the parties agree to fully dismiss the Complaint and the remaining claims of the
14 First Amended Cross-Complaint with prejudice, such filings to occur promptly.

15 **5. Broad Construction:** This release provision in this Agreement are to be construed
16 and read in the broadest possible manner to insure against and protect the Parties from any further
17 legal action or future disputes regarding the subject circumstances, events and disputes and the
18 facts and circumstances giving rise to the Action. The Parties acknowledge that the foregoing
19 waiver was separately bargained for and is a key element of this Agreement, of which their
20 releases are a part.

21 **6. No Admission of Liability:** The Parties understand and acknowledge that this
22 Agreement constitutes a compromise and settlement of disputed claims. No action taken by the
23 Parties, either previously or in connection with this Agreement, shall be deemed or construed to
24 be (a) an admission of the truth or falsity of any claims heretofore made; or (b) an
25 acknowledgment or admission by any of the Parties of any fault or liability whatsoever.

26 **7. Costs and Fees:** Except as otherwise expressly stated in this Agreement, each of the
27 Parties shall bear his or her own costs, expert fees, attorneys' fees and other fees incurred in the
28 creation and execution of this Agreement, and also shall bear his or her own costs, expert fees,

1 attorney's fees and other fees incurred in connection with the McIver Lawsuit. The Parties agree
2 that there is no prevailing Party in the McIver Lawsuit.

3 **8. Civil Code Section 1542:** Each of the Parties acknowledge that he or she has been
4 advised by legal counsel and is familiar with the provisions of California Civil Code Section
5 1542, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES
8 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 Each of the Parties, being aware of said code section, hereby expressly waives any rights he or
11 she may have hereunder, as well as under any other statute or common law principals of similar
12 effect.

13 **9. Prevailing Party to Recover Costs and Reasonable Attorneys' Fees to Enforce this**
14 **Agreement:** The Parties agree that in any action between the Parties, or by any of them against
15 any of the others, to interpret and/or enforce the terms of this Agreement, the prevailing party or
16 parties shall be entitled to recover from the other party or parties their costs and reasonable
17 attorneys' fees up to a maximum of two-hundred, fifty thousand Unites States dollars (US
18 \$250,000) in total fees and costs. In the event that any dispute arises between the Parties
19 regarding any aspect of this Agreement, the Parties agree to first meet and confer and reasonably
20 attempt to resolve any dispute and if unresolved, then mediate any dispute or claim arising
21 between them out of this Agreement or any resulting transaction, before resorting to court action
22 to enforce the terms and provisions of this instrument. Mediation fees, if any, shall be divided
23 equally between McIver, her assigns and/or transferees on the one hand, and the remaining
24 Parties, their assigns, and/or transferees on the other. If, for any dispute or claim to which this
25 paragraph applies, any Party commences an action without first attempting to resolve the matter
26 through meet and confer followed by mediation, or refuses to mediate after a request has been
27 made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise
28

1 be available to that Party in any such action. Any action over this Agreement shall be
2 commenced in the County of San Mateo, State of California.

3 **10. No Representations:** No signatory to this Agreement has relied upon any
4 representations or statements made by any other signatory which are not specifically set forth in
5 this Agreement.

6 **11. Entire Agreement:** This Agreement represents the entire agreement and
7 understanding between the Parties. Each Party individually and collectively declares and
8 represents that no promises, inducements, or other agreements not expressly contained herein
9 have been made and that this Agreement contains the entire agreement between the Parties and
10 the terms of this Agreement are contractual and are not merely recitals.

11 **12. Cooperation:** The Parties shall cooperate in all manners necessary to effectuate the
12 terms of this Agreement including, but not limited to, executing all necessary documents in a
13 timely manner.

14 **13. No Oral Modifications:** This Agreement shall not be modified in any way, except in
15 writing, and executed by all of the Parties.

16 **14. Governing Law:** This Agreement shall be governed by the laws of the State of
17 California.

18 **15. Enforcement:** This Agreement shall be enforceable pursuant to California Code of
19 Civil Procedure Section 664.6.

20 **16. Joint Draftsmanship.** Each Party has had a full and ample opportunity to review this
21 Agreement and make suggestions or changes. Accordingly, each Party deems this Agreement as
22 drafted jointly by the Parties, and further acknowledges that the principles of construing
23 ambiguities against the drafter shall have no application hereto. This Agreement shall be
24 construed fairly and not in favor or against any one Party as the drafter hereof.

25 **17. Obligation to Pay Taxes:** To the extent that any Party receives payment associated
26 with this Agreement, the Party receiving such payment shall be solely and exclusively liable for
27 any taxes or other amounts payable on the distribution. That Party shall agree to defend,
28 indemnify and hold harmless the other parties to this Agreement from the alleged duty or

1 obligation to pay the taxes attributable to that Party's distribution. No representations have been
2 made by either of the Parties and/or their attorneys to the other Party regarding the tax
3 consequences of entering into this Agreement and each of the Parties agrees that they are solely
4 responsible to obtain their own tax advice and to pay any tax liabilities they incur with respect to
5 the terms of this Agreement.

6 **18. Voluntary Execution of Agreement:** This Agreement is executed voluntarily and
7 without any duress or undue influence on the part or behalf of the Parties hereto, with the full
8 intent of releasing all claims. By signing this Agreement, and initialing each page, each of the
9 Parties acknowledges that:

- 10 (a) He, she or it has carefully read the provisions of this Agreement;
11 (b) He, she or it has been represented in the preparation, negotiation, and
12 execution of this Agreement by the undersigned legal counsel of their own choice;
13 (c) He, she or it understands the terms and consequences of this Agreement and of
14 the releases it contains; and
15 (d) He, she or it is fully aware of the legal and binding effect of this Agreement.

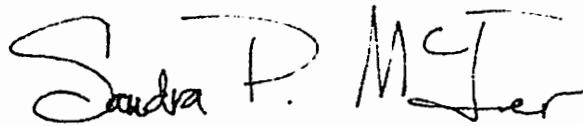
16 **19. Advice of Counsel:** The Parties, and each of them, expressly represent and warrant:
17 (i) that each has consulted with his or her attorney with respect to his or her rights and the
18 execution of this Agreement, or has had an opportunity to consult with an attorney of his or her
19 choosing and has declined to do so; and (ii) that each has executed this Agreement with full
20 knowledge of its significance.

21 **20. Copies Shall be Considered the Same as Originals:** For all purposes, a faxed or
22 scanned/eMailed signature and/or initial shall be considered the same as an original, or "wet,"
23 signature.

24 **21. Agreement is Binding on Successors:** This Agreement shall be binding on and
25 inure to the benefit, responsibilities and liabilities of the Parties to this Agreement and their
26 respective representatives, assigns, and successors.

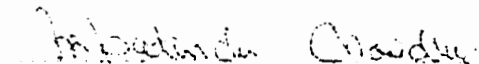
27 IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the
28 Effective Date as defined above.

1
2
3 Dated: February 7, 2020



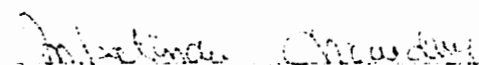
Sandra P. Melver, Trustee of the Edith R. Stern
Trust dated July 6, 1953 F/B/A Sandra P. Melver
as modified in Section 3(a) only

4
5
6
7 Dated: February 7, 2020



Tripatinder S. Chowdhry, managing member of FLC
Partners, LLC, a Delaware limited liability company

8
9
10
11 Dated: February 7, 2020



Tripatinder S. Chowdhry

12
13
14 Dated: February 7, 2020



Tejinder Singh

15
16
17
18 Dated: 2/16/2020



Tom Kline

19
20
21 APPROVED AS TO FORM AND CONTENT:

22
23
24 ROSSI, HAMERSLOUGH, REISCHL &
CHUCK, A Professional Law Corporation

25
26 Dated: 2/7/2020

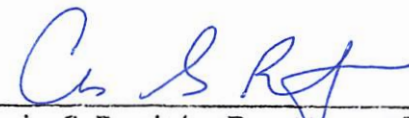
27 By: 

Ronald R. Rossi, Esq.,
Attorneys for Tejinder Singh, Tripatinder S.
Chowdhry and FLC Partners, LLC, a Delaware

limited liability company

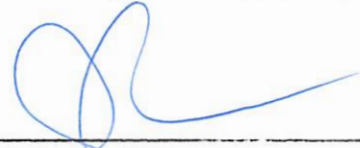
LAW OFFICE OF CHARLES S. BRONITSKY

Dated: 2/11/20

By: 
Charles S. Bronitsky, Esq. Attorney for Sandra
P. McIver, Trustee of the Edith R. Stern Trust
dated July 6, 1953 F/B/A Sandra P. McIver

JON P. RANKIN, ATTORNEY AT LAW

Dated: 2/11/20

By: 
Jon P. Rankin, Esq.
Attorney for Tom Kline

ORDER

Based on the foregoing stipulation of the parties to this action, the approval as to the form and content of this instrument by the parties' counsel of record, and good cause appearing, the terms and provisions of the foregoing stipulation is hereby made an Order of this Court.

IT IS SO ORDERED.

Date: _____

By: _____
Hon. John L. Grandsaert
Judge of the Superior Court

**SAN MATEO COUNTY SHERIFF'S OFFICE**

Page 1

400 COUNTY CENTER REDWOOD CITY, CA 94063 650-216-7676

SUPPLEMENT 2

19-07986

SUMMARY:

Suspect was contacted in a suspicious vehicle. The on-call Probation Officer was contacted and granted a Probation Hold regarding this matter. Suspect was taken to the Half Moon Bay substation, where he admitted stealing the cameras in a post mirandized interview. Suspect was booked into the San Mateo County Jail for PC 1203 and PC 487.

PLEO:

Name	ID#	Agency	In-Car Camera	BWC
Dep Council	917	SMCO	No	Yes
Dep Deschler	1037	SMCO	Yes	Yes
Dep Baba	1114	SMCO	No	Yes
Dep Cuevas	1094	SMCO	No	Yes

AWARENESS:

On 08/22/19 at approximately 2155 hours, Deputy Deschler contacted three subjects in a suspicious vehicle in the parking lot of 70 N. Cabrillo Hwy (Safeway) in the city of Half Moon Bay. One of the subjects was identified via his California Identification card as **Nathan Lake**.

As I was responding, Deputy Crocker contacted the on-call Probation Officer who placed Lake on a probation hold, based on the details of this case. Once Deputy Deschler completed his investigation, I advised Lake he was being placed on a probation hold while Deputy Deschler placed him in handcuffs. Deputy Baba transported him to the SMCO Half Moon Bay substation.

While at the substation, I interviewed Lake and obtained the following statement.

STATEMENTS:**Paraphrased Statement of Nathan Lake (BWC):**

Prior to the interview, I advised Lake of his Miranda Rights via my Office issued "Miranda Warning" card. Lake stated "Yes" to all the questions and agreed to speak with me.

As soon as I mentioned the water tower (located next to the property), Lake became visibly tense and nervous. I asked Lake if he knew why I wanted to talk to him and he said, "Yes." I asked him if he took the cameras and he said, "Yes." I asked Lake how many cameras he stole and he said, "Six." Lake described the cameras in detail.

I explained to Lake that I had video footage of him from 8/12/19 and asked who the subject was in the red Chrysler. Lake refused to tell me who the subject was, but stated **the subject told him it was his property.**

CONTROLLED DOCUMENT
NOT TO BE DUPLICATED
DESTROY WHEN
NO LONGER NEEDED
CARLOS G. BOLANOS, SHERIFF
SAN MATEO COUNTY

Prepared By:
18250 COUNCIL, JUSTIN

Date:
08/23/2019

Approved By:
15350 HEFFELFINGER, BRIDGET

Date:
08/23/2019

CONTROLLED DOCUMENT

**SAN MATEO COUNTY SHERIFF'S OFFICE**400 COUNTY CENTER REDWOOD CITY, CA 94063 650-216-7676
SUPPLEMENT 2

Page 2

19-07986

I explained to Lake that I had video footage of the incident on 08/13/19, when he stole the cameras and asked who his accomplice was. Lake refused to tell me who he was with, but stated it was not the same subject from 08/12/19.

I asked Lake where the cameras were and he said they were somewhere in San Francisco. Lake looked like he was in deep thought, so I asked him what he was thinking about. Lake stated he was confused by the situation and felt he had been betrayed/misled. Lake wouldn't provide names but suggested that someone had asked him to take the cameras. Lake refused to comment any further.

I asked Lake for permission to search his tent for the cameras. Lake said yes and told me where his tent was.

EVIDENCE:

All BWC footage was uploaded to the Evidence.com database.

Lake was in possession of the backpack he was wearing at the time of the incident.

I searched Lake's tent for the cameras with negative results.

As I was searching the tent, I located the baseball hat Lake was wearing during the incident.

The following items were booked into SMCO Property as evidence.

Item #8 Black SF baseball hat worn by Lake during the incident.

Item #9 Tan backpack worn by Lake during the incident.

CONTROLLED DOCUMENT
NOT TO BE DUPLICATED
DESTROY WHEN
NO LONGER NEEDED
CARLOS G. BOLANOS, SHERIFF
SAN MATEO COUNTY

ARREST:

Once the interview was completed, I advised Lake he was under arrest for PC487 as well as the hold. Deputy Deschler transported Lake to the San Mateo County Jail, where he was booked on the above listed charges without incident.

POTENTIAL LEADS AND RECOMMENDATIONS:

Attach to original report.

Forward to the San Mateo County District Attorney's Office for the prosecution of Nathan Lake for PC 487.

Prepared By:

18250 COUNCIL, JUSTIN

Date:

08/23/2019

Approved By:

15350 HEFFELFINGER, BRIDGET

Date:

08/23/2019

CONTROLLED DOCUMENT

1 Tripatinder Chowdhry
2 Tejinder Singh
3 TEG PARTNERS, LLC
18 Terrace Avenue Half Moon Bay, CA 94019
Tel. (650) 274-4653

4
5
6 THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 IN AND FOR THE COUNTY OF SAN MATEO
8 (Unlimited Civil Jurisdiction)
9

10 SANDRA P. MCIVER, ET AL

11 Plaintiffs,

12 v.

13 TEG PARTNERS

14 Defendants.

Case No. 17-CIV-00720

DECLARATION OF JULIE TRINKALA IN SUPPORT
OF DEFENDANTS & CROSS-COMPLAINANTS
SECURITY FENCES FOR MY & MY FAMILY'S &
NEIGHBORHOOD'S SAFETY AND SECURITY

Trial:

Date: February 10, 2020

Time: 9 am

15 TEG PARTNERS LLC, TEJINDER
16 SINGH, TRIPATINDR S. CHOWDHRY

17 CROSS COMPLAINANTS,

18 VS.

19 SANDRA P MCIVER, TRUSTEE OF
THE EDITH R. STERN TRUST DATED
20 JULY 6, 1953, SANDRA P. MCIVER

21 INDIVIDUALLY, TOM KLINE, ALL
PERSONS UNKNOW CLAIMING ANY
22 LEGAL OR EQUITABLE RIGHT, TITLE
ESTATE, LEIN OR INTEREST IN THE
23 PROPERTY RIGHTS DECRIBED IN
THE COMPLAINT ADVERSE TO
24 CROSS COMPLAINANTS 'TITLE
THERETP AND ROES 1 THOUGHT 100

25 CROSS DEFFENDANTS
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27
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DECLARATION OF JULIE TRINKALA IN SUPPORT OF DEFENDANTS & CROSS-COMPLAINANTS
SECURITY FENCES FOR MY & MY FAMILY'S & NEIGHBORHOOD'S SAFETY AND SECURITY I

1 I, JULIE TRINKALA, declare as follows:

2 1. I have been living at 650 Miramar Drive, Half Moon Bay, CA 94019 for more than
3 7 years. My home is on Miramar Drive located below the 655 Miramar Drive, Parcel-1, owned by
4 TEG Partners.

5
6 2. For the Court's information, I will be out of the country from January 26 to
7 February 13 on a long-planned trip.

8 3. On January 15, 2017 around 10:00AM, I heard loud pounding of metal on metal,
9 I looked out my front door and saw a woman with a sledge hammer on 655 Miramar Drive,
10 Parcel-1, the TEG Partners owned property. The woman, whom I recognized as the current
11 occupant of 655 Miramar Drive, Parcel-2 (the McIver home), was removing some surveyor stakes
12 on 655 Miramar Drive, Parcel-1 and hammering down other metal surveyor markers installed on
13 655 Miramar Drive, Parcel-1 with a large sledgehammer. I called the owners of 655 Miramar
14 Drive, Parcel-1, Mr. Singh and Mr. Chowdhry of TEG Partners, and then I called the Sheriff's
15 department to report the activity on 655 Miramar Drive, Parcel-1. When Mr. Singh and Mr.
16 Chowdhry arrived, I walked up to 655 Miramar Drive, Parcel-1 with them.

17 4. When Officer Sudano arrived on the scene in response to my call, she instructed
18 the female subject, the occupant of 655 Miramar Drive, Parcel-2, to put back the stakes at the
19 original locations. To the best of my recollection, she did so.

20 5. I heard Officer Sudano then advise Mr. Singh and Mr. Chowdhry to install fences
21 and cameras so that the property boundaries were clearly marked and discourage property
22 encroachments. I was standing next to Mr. Singh, Mr. Chowdhry and Officer Sudano, when
23 Officer Sudano advised Mr. Singh and Mr. Chowdhry to install fences to define the easement and
24 cameras on 655 Miramar Drive, Parcel-1. After hearing this, I returned to my home leaving Mr.
25 Singh, Mr. Chowdhry and Office Sudano on 655 Miramar Drive, Parcel-1.

26 6. I have access to the live videos from the security cameras installed on
27 655 Miramar Drive, Parcel-1. The fences installed on 655 Miramar Drive, Parcel-1 are a visible
28

1 security deterrent for illegal drug and alcohol-related activities on 655 Miramar Drive, Parcel-1
2 and reckless, speeding vehicles associated with 655 Miramar Drive, Parcel-2 on the 655 Miramar
3 Drive, Parcel-1 easement.

4 I declare under the penalty of perjury of the laws of the State of California that the foregoing is
5 true and correct. Executed this 26 day of January, 2020, at Half Moon Bay, California

6
7 Date: January 26, 2020

8 By:


JULIE TRINKALA

Re: Meeting today/ CDX for Fence

Tejinder singh [REDACTED] >

Wed 2/19/2020 11:34 AM

To: Lisa Aozasa <laozasa@smcgov.org>**Cc:** Timothy Fox <tfox@smcgov.org> 3 attachments (5 MB)

Fully Executed Settlement Agreement.pdf; Recruiter of Criminals.pdf; Ms. Trinkala Declaration Highltd.pdf;

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.

Dear Lisa,

Just to keep you updated, I am attaching the fully executed Settlement agreement with the Complainants of the NOV of the fences - they agreed to keep our fences in Section 3(m) of the Settlement Agreement.

Thanks
With Kind regards
TJ Singh

On February 18, 2020 at 10:54 AM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

When you have a moment, I am looking to see to you might need any additional information.

Thanks
TJ Singh

On February 14, 2020 at 2:26 PM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

I and everyone in the Miramar neighborhood greatly appreciate your and Director Monowitz's contributions to our community. We are waiting for the CDX for the fences.

I am attaching a sworn Declaration under penalty of perjury by a concerned neighbor, Ms. Trinkala. also copied on this email. Ms. Trinkala and her family live across from the water tank as the last house on Miramar Drive.

Ms. Trinkala and other neighbors are very very very concerned about the safety of our neighborhood around the water tank in Miramar and the safety

of our water supply.

Ms. Trinkala was standing next to us when the Sheriff's Deputy advised us to install the fences. The fences have acted as an effective security deterrent preventing bad actors from entering our property or from coming close to the direct connection between the water meter and the water tank.

The water pipe to the water meter is DIRECTLY CONNECTED TO THE WATER TANK. It is a potential safety hazard to connect directly to a water tank. Typically, all water supply connections are with a water main and not directly with the Water Tank. The fences provide a protective barrier around this direct connection. Please see the attached map obtained from the Coastside County Water District showing the Direct connection from the water meter on our property connected to the Water Tank - <https://protect-us.mimecast.com/s/qf9hCqxplRIRwMAnFZhiyV>

Please see the photo of the water meter on our property that is directly connected to the Water Tank:

<https://www.dropbox.com/s/6b1f1qy351zmlsr/Water%20Meter%20on%20Property.png?dl=0>

The fences have also been an effective security deterrent for illegal drug and alcohol-related activities near the Water Tank.

Please see the Police Report **which**, appears to suggest possible Complainant of our NOV, Mclver's, involvement in the Criminal Act of Stealing our Security Cameras on late night of August 13, 2019. A criminal, who was already on probation for one of his earlier crimes, was apprehended and is serving a prison sentence, while other two accomplices are still at large. Photo of one of his accomplices, apparently believed to be the Complainant's agent who frequently contacts your department to get the fences removed, is still on the loose. **His photo is in the link**

below:<https://www.dropbox.com/s/dn5esx23wzq0a9a/Photo%20%20Hooded%20Person.png?dl=0>

I and our neighborhood is very concerned. We all believe that the fences qualify for CDX on the grounds that:

(i) the fences provide safety and security to the neighborhood from bad actors - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE;

(ii) the fences prevent immoral acts being committed on our property - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE;

(iii) the fences protect our private property including, from illegal encroachment - SMC Zoning Regulations, May 2018, Section 6101 PURPOSE; and


(iv) **the fences also qualify for exemption, CDX, as per section 6328.5 (b) of SMC Zoning Regulations, May 2018, EXEMPTION - maintenance, alteration or addition to existing structures other than single-family dwellings and public works facilities - because there are existing structures including a water pump, fire hydrant and water meter on our property around which the fences form a protective barrier.**

Thanks Lisa

With kind regards

TJ Singh



On February 12, 2020 at 2:58 PM, Tejinder singh  wrote:

Dear Lisa,

I noticed that the accelera has been updated, but does not reflect all the updates including, the discussion we had with you and Director Monowitz in January 2019. Some of the updates that I am hoping would be reflected are in my email below.

In addition,

1. The water pipe to the water meter is DIRECTLY CONNECTED TO THE WATER TANK. Please see - <https://www.dropbox.com/s/18zvwpa43xt1mwr/Direct%20Water%20Connection.pdf?dl=0>

Direct Connections to the water tank expose our water supply to tremendous risk. Safe connections are to the water main and not to the water tank directly. Hence the Fences provide a safety barrier for this tremendous risk.

2. The fences provide a safety barrier for this direct connection to the Water Tank. Please see: <https://www.dropbox.com/s/kcu498wv3pawb37/canvas1.png?dl=0>

3.

The fences act as a deterrent from miscreants and criminals as in this link.

<https://www.dropbox.com/s/dn5esx23wzq0a9a/Photo%202.png?dl=0>


I greatly appreciate your assistance

Best

Kind regards

TJ Singh



On February 6, 2020 at 6:49 AM, tj singh  wrote:

Dear Lisa,

Thank you for your email. We greatly appreciate your assistance.

Regarding update to Accela, the following may also please need to be reflected in accela:

1. As also mentioned in your email below, and as in our County code, the primary purpose of the CDP is protecting public health, safety, morals. I will appreciate that you may please consider the previously shared photographs and videos showing that the fences have acted as a deterrent and have prevented bad actors from coming on our property. You may recall one of the videos showing a naked person who was prevented from our property by the fence. I will be happy to send you additional recent photos and videos showing the remarkable effect of the fences for our and our neighborhood's security. These photos and videos would be additional to the ones previously shared with you.

The above security role of the fences, may please be added to and reflected in accela.

2. During our meeting with you and Director Monowitz, in January 2019,

(a) I had asked if the Planning Dept preferred another type of fence, and you mentioned that would not be necessary.

(b) Director Monowitz also mentioned that should we decide to apply for a CDP, the Planning Department would support our application.

The point 2 above may also please be reflected on accela.

However, we qualify for an exemption based on fences role in neighborhood and our security; fences are in addition to the structures already on the property; the water pump is directly connected to the water tank through a water pipe that is also protected by the fence.

Thanks Lisa
TJ Singh

On Feb 5, 2020, at 2:55 PM, Lisa Aozasa
<laozasa@smcgov.org> wrote:

Hello –

I'm sorry, but I won't be able to close the Violation case until the Director, Steve Monowitz, returns from vacation and I have an opportunity to meet with him to review your case and the additional information you've recently provided. I had hoped to be able to resolve this quickly, as you have persistently requested over the last month, but was unable to consult with him before he left the office on a short trip.

Here's where things stand, and I will update the cases in Accela to reflect this:

VIO 2017-00054 remains open and unresolved.

PLN 2018-00426 remains open and under reconsideration by the Community Development Director.

Here's the background: Despite being advised that a Coastal Development Permit was required to legalize the fence, you applied for a Coastal Development Permit Exemption (CDX) on 10/29/18. That request was initially denied, as staff could not find that the circumstances of your case qualified under any of the approved exemptions per the County's Local Coastal Program (LCP). You subsequently requested a meeting with Steve and requested that he reconsider the denial. You submitted additional information supporting your claim that the situation qualifies for a CDX as "the maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public works facilities". You argued that the "existing facility" that this fence "maintains" is a water pump/back flow device on the same parcel which is associated with CCWD's water tank on the adjacent parcel, with the fence providing security and protection for the water pump facility and the property in general. The Director asked for any information from CCWD regarding the relationship of the fence to the water pump and back flow device. That request was made on 1/7/2019. No additional information was ever provided. As this case does not involve a threat to public health and safety, it is a low priority violation for the Department, and no additional enforcement action was pursued, despite the lack of response.

Sometime during the week of January 6th, 2020, you came by the office and asked to speak to me, and requested that the VIO case be closed. I agreed to look into closing it out, and recalled (incorrectly as it turned out) that the matter had in fact been resolved and the case could be closed out in a short time frame. After further research into where things left off a year prior, I discovered that the CDX has never been approved, as the information Steve requested was never submitted. Now more recently on 1/22/20, you submitted information and photos showing the water pump and a fire hydrant on the property, claiming that the water pump is not owned by CCWD and is for your own personal use only, and the back flow device has been removed. I'm not sure this information helps support your position that the fence is related to the

maintenance/protection of the water pump – or the fire hydrant either – as the “existing structures” on the site. I have some follow up questions for CCWD, and then I plan to consult with the Director for his determination on whether the CDX can be issued and the VIO case closed. The earliest that can happen is the week of February 18th, 2020.

In the meantime, continuing to come into the office daily is not a good use of your time or mine. I will be back in touch on or after February 18th.

Lisa Aozasa
Deputy Director
SMC Planning & Building Department

From: tj singh [REDACTED]
Sent: Tuesday, February 04, 2020 2:28 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Subject: Re: Meeting today

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.

Dear Lisa,

We appreciate your assistance.

I stopped by yesterday just before 5, and you had just left for the day.

I also stopped by today and was told you were in day long interviews.

We would greatly appreciate your assistance in closing the outdated NOV.

Thanks
TJ Singh

On Feb 3, 2020, at 3:22 PM,
Tejinder singh
<tjsingh007@me.com> wrote:

Our Dear Lisa,

chance,
would it be possible to close the NOV today.

Thanks
TJ
Singh

Beginning forwarded message:

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Re: appreciate your assistance

Tejinder singh [REDACTED]

Mon 9/21/2020 2:14 PM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Hi Lisa,

I trust you, your colleagues and your family are safe and well.

When you have a moment, I will appreciate your assistance with closing the VIO2017-00054. It is not serving any purpose.

Thanks

With warm regards

TJ Singh

On February 7, 2020 at 6:01 PM, Lisa Aozasa <laozasa@smcgov.org> wrote:

Hi TJ –

Thanks for letting me know – that is indeed good news for all concerned. Have a great weekend!

Lisa

From: Tejinder singh [REDACTED]

Sent: Friday, February 07, 2020 4:42 PM

To: Lisa Aozasa <laozasa@smcgov.org>

Cc: Brian Kulich <bkulich@smcgov.org>

Subject: Re: Meeting today/ CDX for Fence

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.

Dear Lisa,

I wish to inform you that 5 minutes ago the McIvers accepted our fences and the case has SETTLED.

Consequently, there will not be a trial next week.

I and everyone in our community greatly appreciate what you and your colleagues do for our community.

Best

TJ Singh

On February 7, 2020 at 2:36 PM, Tejinder singh <[REDACTED]> wrote:

Dear Lisa,

The Trial is on Monday, but you may not be called as a witness until Tuesday. I will let you know the Room Number etc., on Monday afternoon and when your assistance and appearance would be appreciated on Tuesday Feb 11th.

Thanks

TJ Singh

[REDACTED]

On February 6, 2020 at 2:11 PM, Tejinder singh <[REDACTED]> wrote:

Dear Lisa,

When you have a moment, would you please let me know if you received my email below.

Thanks

TJ Singh

On February 6, 2020 at 6:49 AM, tj singh <[REDACTED]> wrote:

Dear Lisa,

Thank you for your email. We greatly appreciate your assistance.

Regarding update to Accela, the following may also please need to be reflected in accela:

1. As also mentioned in your email below, and as in our County code, the primary purpose of the CDP is protecting public health, safety, morals. I will appreciate that you may please consider the previously shared photographs and videos showing that the fences have acted as a deterrent and have prevented bad actors from coming on our property. You may recall one of the videos showing a naked person who was prevented from our property by the fence. I will be happy to send you additional recent photos and videos showing the remarkable effect of the fences for our and our neighborhood's security. These photos and videos would be additional to the ones previously shared with you.

The above security role of the fences, may please be added to and reflected in accela.

2. During our meeting with you and Director Monowitz, in January 2019,

(a) I had asked if the Planning Dept preferred another type of fence, and you mentioned that would not be necessary.

(b) Director Monowitz also mentioned that should we decide to apply for a CDP, the Planning Department would support our application.

The point 2 above may also please be reflected on accela.

However, we qualify for an exemption based on fences role in neighborhood and our security; fences are in addition to the structures already on the property; the water pump is directly connected to the water tank through a water pipe that is also protected by the fence.

Thanks Lisa

TJ Singh

On Feb 5, 2020, at 2:55 PM, Lisa Aozasa
<laozasa@smcgov.org> wrote:

Hello –

I'm sorry, but I won't be able to close the Violation case until the Director, Steve Monowitz, returns from vacation and I have an opportunity to meet with him to review your case and the additional information you've recently provided. I had hoped to be able to resolve this quickly, as you have persistently requested over the last month, but was unable to consult with him before he left the office on a short trip.

Here's where things stand, and I will update the cases in Accela to reflect this:

VIO 2017-00054 remains open and unresolved.

PLN 2018-00426 remains open and under reconsideration by the Community Development Director.

Here's the background: Despite being advised that a Coastal Development Permit was required to legalize the fence, you applied for a Coastal Development Permit Exemption (CDX) on 10/29/18. That request was initially denied, as staff could not find that the circumstances of your case qualified under any of the approved exemptions per the County's Local Coastal Program (LCP). You subsequently requested a meeting with Steve and requested that he reconsider the denial. You submitted additional information supporting your claim that the situation qualifies for a CDX as "the maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public works facilities". You argued that the "existing facility" that this fence "maintains" is a water pump/back flow device on the same parcel which is associated with CCWD's water tank on the adjacent parcel, with the fence providing security and protection for the water pump facility and the property in general. The Director asked for any information from CCWD regarding the relationship of the fence to the water pump and back flow device. That request was made on 1/7/2019. No additional information was ever provided. As this case does not involve a threat to public health and safety, it is a low priority violation for the Department, and no additional enforcement action was pursued, despite the lack of response.

Sometime during the week of January 6th, 2020, you came by the office and asked to speak to me, and requested that the VIO case be closed. I agreed to look into closing it out, and recalled (incorrectly as it turned out) that the matter had in fact been resolved and the case could be closed out in a short time frame. After further research into where things left off a year prior, I discovered that the CDX has never been approved, as the information Steve requested was never submitted. Now more recently on 1/22/20, you submitted information and photos showing the water pump and a fire hydrant on the property, claiming that the water pump is not owned by CCWD and is for your own personal use only, and the back flow device has been removed. I'm not sure this information helps support your position that the fence is related to the maintenance/protection of the water pump – or the fire hydrant either – as the “existing structures” on the site. I have some follow up questions for CCWD, and then I plan to consult with the Director for his determination on whether the CDX can be issued and the VIO case closed. The earliest that can happen is the week of February 18th, 2020.

In the meantime, continuing to come into the office daily is not a good use of your time or mine. I will be back in touch on or after February 18th.

Lisa Aozasa

Deputy Director

SMC Planning & Building Department

From: tj singh [REDACTED]
Sent: Tuesday, February 04, 2020 2:28 PM

To: Lisa Aozasa <laozasa@smcgov.org>

Subject: Re: Meeting today

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.

Dear Lisa,

We appreciate your assistance.

I stopped by yesterday just before 5, and you had just left for the day.

I also stopped by today and was told you were in day long interviews.

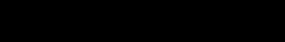
We would greatly appreciate your assistance in closing the outdated NOV.

Thanks

TJ Singh

On Feb 3, 2020, at 3:22 PM,

Teiinder singh

<

wrote:

Our Dear Lisa,

We will greatly appreciate your assistance. The outdated

NOV (VIO 2017-00054) is still open.

Thanks

TJ Singh

On January 31, 2020 at 9:41 AM, tj singh

<[REDACTED]>
wrote:

Dear Lisa,

Even the Court
has recognized
that our fences
should remain.

When you have a
moment today,
can you please
close the NOV
now.

Thanks

TJ

On
Jan
24,
2020,
at
9:43
AM,
Tejin
der
singh

<[REDACTED]>
[REDACTED]

[m](#)>
wrote
:

Dear
Lisa,

When you
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chance,
would it
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to
close
the
NOV
today
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Thanks

TJ
Singh

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Violation number 2017-00054 on APN 048-076-120**Merry Belden** [REDACTED] >

Thu 5/20/2021 2:40 PM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

HISTORY OF PAST FIRES OF UPPER MIRAMAR DRIVE, HALF MOON BAY, CA. 94019

I am the property owner of 600 Miramar Drive, Half Moon Bay, Ca. 94019 and the first owner of said property since the latter half of 1996 which is twenty five years. I am the third property owner of the houses built by Joseph Guntren and the original two other owners have long since sold and moved away.

A few years ago a fire was started immediately adjacent to the water tank by an unexpected dry lightening front that moved through the area in the latter fall. One of the neighbors happened to be home that afternoon and upon seeing it acted quickly and responsibly by calling 911. He fought the fire along side the fire crew and successfully got it extinguished.

The entire area was lucky that time but only because one person was home, outside and quickly responsided. It was the same scenario as the CZU Complex Fire last summer other than it was in the mid-afternoon and someone saw it. The CZU Fire started with a dry lightening front that moved through during the night. Hence, less possibility of it being detected.

This illegal fence has me very concerned because it has made the road it parallels so extremely narrow, approximately sixteen feet at its choke point. Emergency vehicles, particularly fire engines would not be able to turn around. Time can be of the essence in various situations and if a private or emergency cannot turn around there could be disastrous consequences.

With crews trying to maneuver large vehicles (or even small ones) in such a cramped, confined area the fire itself can suck up the oxygen that the vehicles need to start and will not start. They are rendered impossible to drive therefore being abandoned. Not only do the vehicles burn in such cases but more importantly human lives can be severely injured or killed.

Fire season is upon us and every year they are getting aggressively worse. Why does the county do nothing? If their own personal situation was similar to mine I'm sure that it would be addressed immediately.

Upper Miramar Drive is the sole ingress and egress point for Miramar Drive, Terrace Avenue and Hermosa Avenue. The area is loaded with fuels from eucalyptus and conifers trees and is a tinder box.

I'm pleading with you to remedy this illegal fencing situation immediately to increase the safety that it's removal can help provide. Every responsible action helps us to be safer and to reduce the extreme anxiety that the threat of fire creates not only for myself but for many others.

We have a right to be safe and not subject to increased risk because of someone else's greed,

irresponsibility, deceptive and illegal activities. And we do pay taxes. Some of that revenue needs to be spent on these safety measures.

Thank you for your time and consideration. Feel free to contact me regarding any further discussion on this matter.

Please confirm receipt of this email.

Sincerely, MerryBelden

9

Sent from my iPad

Re: Follow up meeting

Tejinder singh [REDACTED] >

Fri 1/17/2020 2:53 PM

To: Lisa Aozasa <laozasa@smcgov.org>

Cc: HMB CA [REDACTED]

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.

Dear Lisa,

It was a pleasure to talk with you today.

I apologize for the confusion. I wanted to confirm that the backflow has since been removed and the water pump on our property is private equipment not owned by the Coastside Water District.

We would like to see this old case closed now.

Thanks
Best
TJ Singh

On January 15, 2020 at 7:50 AM, tj singh [REDACTED] > wrote:

Thank you Lisa,

When you have a moment, I will appreciate any update regarding closing this violation.

Thanks
TJ Singh

On Jan 10, 2020, at 4:15 PM, Tejinder singh [REDACTED] wrote:

Ok Thanks Lisa,

TJ Singh

On January 10, 2020 at 9:28 AM, Lisa Aozasa
<laozasa@smcgov.org> wrote:

Hello --

I have not had a chance to work on closing out the violation case we discussed when you were in earlier this week. I probably will not get to it until next week. I don't think you need to come into the office, but let me check and we can set something up for mid to late next if that's necessary. Thanks for your patience.

Lisa

-----Original Message-----

From: tj singh [REDACTED]

Sent: Thursday, January 09, 2020 12:41 PM

To: Lisa Aozasa <laozasa@smcgov.org>

Cc: HMB CA [REDACTED]

Subject: Follow up meeting

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.

Dear Lisa,

It was a pleasure to meet with you earlier this week.

When you have a moment, we are looking to meet with you later today or tomorrow afternoon regarding closing this old VIO2017-00054.

Thanks

TJ Singh



Re: Meeting today

tj singh [REDACTED]

Fri 1/31/2020 9:41 AM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Dear Lisa,

Even the Court has recognized that our fences should remain.

When you have a moment today, can you please close the NOV now.

Thanks

TJ

On Jan 24, 2020, at 9:43 AM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

When you get a chance, would it be possible to close the NOV today.

Thanks

TJ Singh

Begin forwarded message:

From: Tejinder singh [REDACTED]

Date: 1/22/2020

To: Lisa Aozasa <laozasa@smcgov.org>

Subject: Meeting today

Dear Lisa,

I am attaching the photograph of the water pump and the fire hydrant on our property. These structures exist on our property.

You will notice that the Backflow equipment is no longer there. I am also attaching an old photo of Backflow which has since been removed and is not there in the first photo.

Best

TJ Singh

<2020-01-18 08.00.23.jpg>

<IMG_7454 Backflow Eqpmt.JPG>

Mr. Singh 655 Miramontes El Granada fence issue

James Derbin <jderbin@coastsidewater.org>

Wed 2/12/2020 9:25 AM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Hi Lisa,

I am the Superintendent of Operations at Coastside County Water District in Half Moon Bay.

Mr. T.J. Singh has been calling me and requesting a letter in regards to his small pony fence outside of our water tank at 661 Miramar Drive.

I am aware that he is in various legal disputes with his neighbors and prefer to keep CCWD out of these conflicts.

Can we discuss this discreetly sometime soon?

Regards,

James Derbin
Superintendent of Operations
Coastside County Water District
650.276.0129



Signage and Photos were removed last week

Tejinder singh [REDACTED]

Tue 2/25/2020 8:52 PM

To: Charles Bronitsky <charlie@charlieblaw.com>

Cc: Jon Rankin <jon@jonprankinattorney.net>; Ron Rossi <ron@rhrc.net>; Alejandra Mayorga <amayorga@sanmateocourt.org>; Jamie Cordoso <jamie@rhrc.net>; Lisa Aozasa <laozasa@smcgov.org>; Timothy Fox <tfox@smcgov.org>

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.

Dear Mr. Bronitsky,

Today, you sent an email to our attorney, Mr. Rossi, threatening legal action if the signage and photographs were not removed from the easement and the security cameras on the easement were not reduced to 4, without first checking for yourself.

We removed the above last week and have been in compliance with Section 3(a) of the Order of the Court since then.

I would appreciate if you would please first check before emailing legal threats.

Thanks
Sincerely
TJ Singh

655 Miramar - VIO2017-00054

Tad Sanders <tad@tsconsultingcpa.com>

Wed 3/11/2020 9:20 AM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Good morning Lisa,

We have not met but I was encouraged to reach out to you by Camille Leung who you work with in the Planning Department. I am reaching out with respect to the above referenced Code Violation. Our attorney, Charlie Bronitsky, responded to you as a result of an email he received from TJ Singh who asked you to close the above complaint. Mr. Singh is incorrect in asserting that Mr. Bronitsky does not have the authorization to speak to this issue for Mrs. McIver. Mr. Bronitsky represents Mrs. McIver as it relates to this matter. This is a copy of Mr. Bronitsky's email to you below.

Dear Ms. Aozasa:

I am responding to the email below from Mr. Singh.

While it is true that the case has been settled with the order provided, all that Ms. McIver agreed to was that the property owner, Teg Partners, LLC, was not required to remove the fences as a condition of the settlement. That is now a fait accompli in that the settlement is final and the fences are still up. That, however, does not make the fences legal, nor did Ms. McIver agree to withdraw her complaint about the illegal fences. Nowhere in the document provided, nor anywhere else, did the Court order that the complaint about the illegal fences be closed or that the illegal fences can remain.

I would also note that the obligation to enforce the County's codes is an obligation of the Code Enforcement Officers regardless of the existence of a complaint.

I have not copied Mr. Singh on this email since as I understand it, he is still represented by Mr. Rossi and his firm and so they can share my comments with their clients should they so choose. I have also not copied the judge's clerk as the case has now ended.

Thank you,

Charlie

Charlie Bronitsky, Attorney

We believe Mr. Bronitsky was very clear that the fences are illegal and Code Enforcement needs to take the appropriate steps to have the fences removed. We specifically did not agree to remove our complaint in the settlement agreement.

Please call or email me should you have any questions about this issue.

Thank you for your time,

Tad

Tad Sanders, CPA

1360 19th Hole Drive, Suite 201

6/25/2021

Mail - Lisa Aozasa - Outlook

Windsor, CA 95492

Office – 707-836-9077



Fax – 1-866-538-5325

FILED
SAN MATEO COUNTY

FEB 20 2020

Clerk of the Superior Court
By Cand. Katz
DEPUTY CLERK

Ronald R. Rossi, Esq. (SBN 043067)
ROSSI, HAMMERSLOUGH, REISCHL & CHUCK
1960 The Alameda, Suite 200
San Jose, California 95126
Tel. (408) 261-4252
Fax. (408) 261-4292

Attorneys for Defendants and Cross-Complainants,
TEJINDER SINGH, TRIPATINDER CHOWDHRY, and
TEG PARTNERS, LLC

17-CIV-00720
ORD
Order
2256004



THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

(Unlimited Civil Jurisdiction)

SANDRA P. McIVER,

Plaintiffs.

v.

TEG PARTNERS, LLC; TEJINDER
SINGH; and TRIPATINDER
CHOWDHRY

Defendants.

Case No. 17-CIV-00720

**SETTLEMENT AGREEMENT, MUTUAL
RELEASE, AND ORDER THEREON**

TEG PARTNERS, LLC; TEJINDER
SINGH; and TRIPATINDER
CHOWDHRY,

Plaintiffs.

v.

SANDRA P. McIVER, TRUSTEE OF
THE EDITH R. STERN TRUST DATED
JULY 6, 1953; SANDRA P. McIVER, an
individual; TOM KLINE, and ROES I
through 100, inclusive.
Defendants.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

TK

1 This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into
2 by and among the following parties:

- 3 • Sandra P. McIver, individually and as Trustee of the Edith R. Stern Trust dated
- 4 July 6, 1953 F/B/A Sandra P. McIver ("McIver");
- 5 • TEG Partners, LLC, a Delaware limited liability company ("TEG");
- 6 • Tejinder Singh ("Singh");
- 7 • Tripatinder S. Chowdhry ("Chowdhry");
- 8 • Tom Kline ("Kline"); and

9 McIver, TEG, Singh, and Chowdhry, are sometimes collectively referred to the "Parties" and
10 individually as "Party". TEG, Singh, and Chowdhry collectively may also be referred to as "Teg
11 Property Owners".

12
13 **A. Recitals.**

14 1. WHEREAS, McIver is the Trustee of the Trust that is the owner of that certain real
15 property located in the County of San Mateo commonly known as 655 Miramar Drive, Half
16 Moon Bay, California, APN 048,076-130 (the "McIver Property"). The McIver Property benefits
17 from an express easement for ingress, egress and utilities that burdens the Teg Property (defined
18 below) "the Easement."

19 2. WHEREAS, TEG is the owner of that certain parcel of real property located adjacent to
20 the McIver Property and also located in the County of San Mateo as APN 048-076-120 (the "Teg
21 Property). The Teg Property is burdened by the Easement.

22 3. WHEREAS, Kline was McIver's contractor performing work on the McIver Property.

23 4. WHEREAS, Singh, is one of the members and managers of TEG and Chowdhry, is one
24 of the members and managers of TEG.

25 5. WHEREAS, on February 16, 2017, McIver caused to be filed a Complaint for Quiet
26 Title, Trespass, Declaratory Relief, and Injunction (the "McIver Complaint") against TEG, Singh,
27 Chowdhry, and all persons unknown claiming any legal or equitable right, title estate lien or
28 interest in the property rights described in the complaint adverse to Plaintiff's title thereto in an

29 **SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON**

1 action entitled Sandra P. McIver v. TEG Partners, LLC, et. al., San Mateo County Superior Court
2 case number 17-CIV-00720 ("the McIver Lawsuit");

3 6. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry filed an Answer to the
4 McIver Complaint wherein they assert seventeen (17) separate affirmative defenses;

5 7. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry caused to be filed a Cross-
6 Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory Relief, Harassment,
7 Nuisance and Quiet Title against McIver and Kline in the McIver Lawsuit;

8 8. WHEREAS, on February 9, 2018, TEG, Singh and Chowdhry caused to be filed a first
9 amended Cross-Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory
10 Relief, Harassment, Nuisance and Quiet Title against McIver, Kline and all persons unknown
11 claiming any legal or equitable right, title, estate, lien or interest in the Property rights described
12 in the complaint adverse to cross-complainant's title thereto in the McIver Lawsuit;

13 9. WHEREAS, on March 23, 2018, McIver filed an Answer to First Amended Cross-
14 Complaint in the McIver Lawsuit, asserting twenty-one (21) separate affirmative defenses;

15 10. WHEREAS, on April 16, 2019 TEG, Singh and Chowdhry caused to be filed a
16 Request for Dismissal without prejudice as to their sixth cause of action for quiet title;

17 11. WHEREAS, on May 21, 2019 TEG, Singh and Chowdhry caused to be filed a
18 Request for Dismissal without prejudice as to their fourth cause of action for civil harassment and
19 their fifth cause of action for nuisance;

20 12. WHEREAS, the McIver Lawsuit is set for trial to commence on February 10, 2020;

21 13. WHEREAS, the Parties have reached a settlement of the disputed claims alleged in
22 the various pleadings filed in the McIver Lawsuit and wish to establish a written settlement
23 agreement and release of claims to effectuate their desire to completely resolve all existing
24 disputes and/or claims between the Parties, as more fully set forth in this Agreement;

25 14. WHEREAS, as used in this Agreement, "Effective Date" shall be the date when last
26 of the Parties sign this Agreement;

27 15. WHEREAS, as used in this Agreement, "Effective Date" shall not be later than
28 February 14, 2020, after which this Agreement will expire;

29 SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

THEREFORE, this Agreement is entered into in order to settle, compromise and resolve each and every one of the existing claims, duties, obligations, causes of action, debts, liabilities or damages, known or unknown, between each of the Parties.

B. Agreement.

In consideration of the Consideration, as defined in Paragraph 3 of this Agreement, the releases and the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties jointly and severally agree as follows:

1. Incorporation of Recitals: The Recitals of Section A to this Agreement are hereby incorporated by this reference as if set forth in full herein.

2. Withdrawal of Claims in the Melver Lawsuit: Melver agrees to drop and withdraw all of her claims alleged in the Melver Complaint, and any claims arising out of the facts and circumstances alleged in the Melver Complaint. In exchange, Teg Property Owners agree to drop and withdraw their claims in their Answer to the Melver Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the Melver Complaint.

Teg Property Owners agree to drop and withdraw all of their claims still existing and alleged in the first amended Cross Complaint filed in the Melver Lawsuit, and any claims arising out of the facts and circumstances alleged in the first amended Cross Complaint filed in the Melver Lawsuit. In exchange, Melver agrees to drop and withdraw her Answer to First Amended Cross-Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the First Amended Cross-Complaint.

The Withdrawal of Claims and the Answers in the McIver Lawsuit is contingent on the entry of a final judgement in the form attached.

3. Terms of Consideration: As consideration for the dismissal of the Melver Lawsuit as described in paragraph four (4) of this Agreement, below, the Parties agree as follows:

a) TEG, Singh and Chowdhry shall remove all of the currently installed photographs and signs from the easement. They shall be allowed to post two (2) signs reflecting a 15 MPH speed limit at the driveway entrance and no more than two (2) no

SPM

Tom Blaw

1 trespassing signs of modest size on the fences. ~~As directed during Mandatory Settlement~~
2 ~~Conference by Hon. Judge Chhabra on January 27, 2020, they shall reduce their~~
3 ~~security cameras on the easement to 4, none of which shall be pointed at the residence on the McIver Property.~~
4 ~~since the security cameras need to be on each other~~

5 (b) McIver shall have immediate access to the Easement and shall have the
6 right, as owner of the McIver Property, to maintain and/or legally improve the entire
7 easement for ingress, egress and/or utilities and to pass that right to any subsequent owner
8 of the McIver Property. The Parties agree and stipulate that the right to use the Easement
9 is no greater and no less than its express terms. To the extent that McIver, and/or her
10 agents, future assigns and/or future transferees improves the Easement, she/he/they shall
11 be solely responsible for the costs of any such improvements including, but not limited to,
12 costs of materials, costs of labor, insurance, permits, etc.

13 (c) TEG, Singh and Chowdhry, individually or collectively shall not
14 unreasonably interfere any effort by McIver or her agent(s), or any subsequent owner of
15 the McIver Property to maintain and/or legally improve the entire easement for ingress,
16 egress and/or utilities.

17 (d) As the McIver Lawsuit was never tried, none of the parties presented any
18 evidence that any improvement on the Easement will or will not in any way provide a Fire
19 Code compliant access for McIver Property through the Easement.

20 (e) The current or future owner or transferee or assignee of McIver Property
21 shall be solely responsible for all maintenance of any improvements made by McIver or
22 any future owner or transferee or assignee of McIver Property including, but not limited
23 to, costs of materials, costs of labor, insurance, permits. McIver, and/or her agents, future
24 assigns, and transferees shall be solely responsible for the cleaning and removal of debris
25 and leaves from the portion of the Easement that is improved by McIver or a future owner
26 or transferee or assignee of McIver Property, as reasonably necessary. Care shall be taken
27 that such removal of debris and leaves are not moved onto another part of the Easement or
28 to the unencumbered part of TEG Property. Notwithstanding the foregoing, to the extent
that TEG, Singh or Chowdhry or their agents and or successors use the improvement of

TK

1 the driveway on the easement, they shall share in the cost of maintenance.

2 (f) Should there be any damage to any of the improvements on the Easement
3 made by McIver or future owner or transferee or assignee of McIver Property, other than
4 damage as may be caused by TEG, Singh, Chowdhry, their agents and/or successors, the
5 owner or the transferee or assignee of the McIver Property will rectify such issues in a
6 timely manner.

7 (g) To the extent that McIver, her agents, future assigns, and transferees have
8 any construction done on the Easement, they shall obtain a policy of liability insurance at
9 an amount reasonably appropriate to the nature of the work and shall name TEG or its
10 future assigns, and transferees as an additional named insured on such policy.

11 (h) Work done by any of the parties and/or their agents, future assigns, and/or
12 future transferees that results in damage to any of the other parties or to the property of the
13 other parties shall be fully liable for said damages as provided by California law.

14 (i) Any and all improvements on the Easement shall be undertaken by licensed
15 contractors where licensing is required pursuant to California law.

16 (j) Gate(s) installed or maintained between the McIver Property and the TEG
17 Property shall open towards the property of the owner who installed the gate. The
18 existing gate between 655 Miramar Drive Parcel 1, and Parcel 2, shall be modified so that
19 it opens towards the McIver Property within thirty (30) days of the Effective Date or such
20 additional period of time as is reasonable under the circumstances.

21 (k) McIver, her agents and/or successors or assignees shall make any
22 improvements to the driveway on the Easement for ingress and egress purposes to design
23 such improvements so that access to any portion of the Teg Property unencumbered by the
24 Easement is not obstructed at any location after the completion of improvement to the
25 driveway or to any part of the Easement.

26 (l) McIver and/or her agents, future assigns, and/or future transferees will
27 inform TEG, Singh, Chowdhry, their agents, future assigns, and/or future transferees, shall
28 give no less than thirty (30) days' notice with plans (unless the plans are already available

1 at the Planning Department, or TEG, Singh, Chowdhry, their agents, future assigns, and/or
2 future transferees shall pay for a copy of the plans) prior to doing any work on the
3 Easement, except in an emergency. Upon completion of the improvement to the
4 Easement, all construction material, construction vehicles and other construction related
5 accessories and equipment must be promptly removed.

6 (m) McIver shall not require the removal of the currently existing fences
7 located adjacent to the easement nor will she take any illegal action to remove the fences.

8 (n) The covenants set forth herein shall run with the land and are deemed for
9 the benefit of the subject property and for the benefit of the Plaintiff, the named
10 Defendants, and their respective heirs, successors, representatives, agents, executors,
11 administrators, co-owners, co-trustees, assigns, and/or transferees.

12 **4. Dismissal of Lawsuits:** In consideration of the mutual covenants and agreements
13 contained herein, the parties agree to fully dismiss the Complaint and the remaining claims of the
14 First Amended Cross-Complaint with prejudice, such filings to occur promptly.

15 **5. Broad Construction:** This release provision in this Agreement are to be construed
16 and read in the broadest possible manner to insure against and protect the Parties from any further
17 legal action or future disputes regarding the subject circumstances, events and disputes and the
18 facts and circumstances giving rise to the Action. The Parties acknowledge that the foregoing
19 waiver was separately bargained for and is a key element of this Agreement, of which their
20 releases are a part.

21 **6. No Admission of Liability:** The Parties understand and acknowledge that this
22 Agreement constitutes a compromise and settlement of disputed claims. No action taken by the
23 Parties, either previously or in connection with this Agreement, shall be deemed or construed to
24 be (a) an admission of the truth or falsity of any claims heretofore made; or (b) an
25 acknowledgment or admission by any of the Parties of any fault or liability whatsoever.

26 **7. Costs and Fees:** Except as otherwise expressly stated in this Agreement, each of the
27 Parties shall bear his or her own costs, expert fees, attorneys' fees and other fees incurred in the
28 creation and execution of this Agreement, and also shall bear his or her own costs, expert fees,

1 attorney's fees and other fees incurred in connection with the McIver Lawsuit. The Parties agree
2 that there is no prevailing Party in the McIver Lawsuit.

3 **8. Civil Code Section 1542:** Each of the Parties acknowledge that he or she has been
4 advised by legal counsel and is familiar with the provisions of California Civil Code Section
5 1542, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES
8 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE
10 AND THAT, IF KNOWN BY HIM OR HER, WOULD
11 HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 Each of the Parties, being aware of said code section, hereby expressly waives any rights he or
14 she may have hereunder, as well as under any other statute or common law principals of similar
15 effect.

16 **9. Prevailing Party to Recover Costs and Reasonable Attorneys' Fees to Enforce this**
17 **Agreement:** The Parties agree that in any action between the Parties, or by any of them against
18 any of the others, to interpret and/or enforce the terms of this Agreement, the prevailing party or
19 parties shall be entitled to recover from the other party or parties their costs and reasonable
20 attorneys' fees up to a maximum of two-hundred, fifty thousand Unites States dollars (US
21 \$250,000) in total fees and costs. In the event that any dispute arises between the Parties
22 regarding any aspect of this Agreement, the Parties agree to first meet and confer and reasonably
23 attempt to resolve any dispute and if unresolved, then mediate any dispute or claim arising
24 between them out of this Agreement or any resulting transaction, before resorting to court action
25 to enforce the terms and provisions of this instrument. Mediation fees, if any, shall be divided
26 equally between McIver, her assigns and/or transferees on the one hand, and the remaining
27 Parties, their assigns, and/or transferees on the other. If, for any dispute or claim to which this
28 paragraph applies, any Party commences an action without first attempting to resolve the matter
through meet and confer followed by mediation, or refuses to mediate after a request has been
made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise

1 be available to that Party in any such action. Any action over this Agreement shall be
2 commenced in the County of San Mateo, State of California.

3 **10. No Representations:** No signatory to this Agreement has relied upon any
4 representations or statements made by any other signatory which are not specifically set forth in
5 this Agreement.

6 **11. Entire Agreement:** This Agreement represents the entire agreement and
7 understanding between the Parties. Each Party individually and collectively declares and
8 represents that no promises, inducements, or other agreements not expressly contained herein
9 have been made and that this Agreement contains the entire agreement between the Parties and
10 the terms of this Agreement are contractual and are not merely recitals.

11 **12. Cooperation:** The Parties shall cooperate in all manners necessary to effectuate the
12 terms of this Agreement including, but not limited to, executing all necessary documents in a
13 timely manner.

14 **13. No Oral Modifications:** This Agreement shall not be modified in any way, except in
15 writing, and executed by all of the Parties.

16 **14. Governing Law:** This Agreement shall be governed by the laws of the State of
17 California.

18 **15. Enforcement:** This Agreement shall be enforceable pursuant to California Code of
19 Civil Procedure Section 664.6.

20 **16. Joint Draftsmanship:** Each Party has had a full and ample opportunity to review this
21 Agreement and make suggestions or changes. Accordingly, each Party deems this Agreement as
22 drafted jointly by the Parties, and further acknowledges that the principles of construing
23 ambiguities against the drafter shall have no application hereto. This Agreement shall be
24 construed fairly and not in favor or against any one Party as the drafter hereof.

25 **17. Obligation to Pay Taxes:** To the extent that any Party receives payment associated
26 with this Agreement, the Party receiving such payment shall be solely and exclusively liable for
27 any taxes or other amounts payable on the distribution. That Party shall agree to defend,
28 indemnify and hold harmless the other parties to this Agreement from the alleged duty or

1 obligation to pay the taxes attributable to that Party's distribution. No representations have been
2 made by either of the Parties and/or their attorneys to the other Party regarding the tax
3 consequences of entering into this Agreement and each of the Parties agrees that they are solely
4 responsible to obtain their own tax advice and to pay any tax liabilities they incur with respect to
5 the terms of this Agreement.

6 **18. Voluntary Execution of Agreement:** This Agreement is executed voluntarily and
7 without any duress or undue influence on the part or behalf of the Parties hereto, with the full
8 intent of releasing all claims. By signing this Agreement, and initialing each page, each of the
9 Parties acknowledges that:

- 10 (a) He, she or it has carefully read the provisions of this Agreement;
11 (b) He, she or it has been represented in the preparation, negotiation, and
12 execution of this Agreement by the undersigned legal counsel of their own choice;
13 (c) He, she or it understands the terms and consequences of this Agreement and of
14 the releases it contains; and
15 (d) He, she or it is fully aware of the legal and binding effect of this Agreement.

16 **19. Advice of Counsel:** The Parties, and each of them, expressly represent and warrant:
17 (i) that each has consulted with his or her attorney with respect to his or her rights and the
18 execution of this Agreement, or has had an opportunity to consult with an attorney of his or her
19 choosing and has declined to do so; and (ii) that each has executed this Agreement with full
20 knowledge of its significance.

21 **20. Copies Shall be Considered the Same as Originals:** For all purposes, a faxed or
22 scanned/eMailed signature and/or initial shall be considered the same as an original, or "wet,"
23 signature.

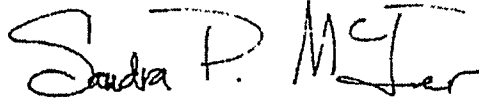
24 **21. Agreement is Binding on Successors:** This Agreement shall be binding on and
25 inure to the benefit, responsibilities and liabilities of the Parties to this Agreement and their
26 respective representatives, assigns, and successors.

27 IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the
28 Effective Date as defined above.

29 **SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON**

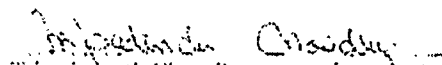
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Dated: February 7, 2020



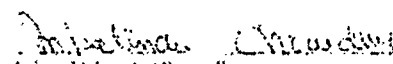
Sandra P. Melver, Trustee of the Edith R. Stern
Trust dated July 6, 1953 F/B/A Sandra P. Melver
as modified in Section 3(a) only

Dated: February 7, 2020



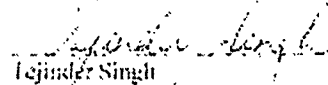
Tripatinder S. Chowdhry, managing member of FLC
Partners, LLC, a Delaware limited liability company

Dated: February 7, 2020



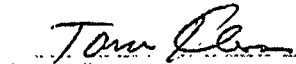
Tripatinder S. Chowdhry

Dated: February 7, 2020



Tejinder Singh

Dated: 2/16/2020

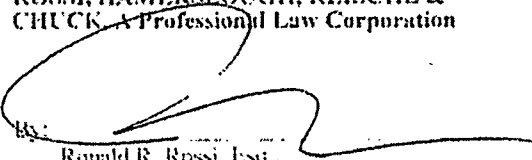


Tom Kline

APPROVED AS TO FORM AND CONTENT:

ROSSI, HAMERSLOUGH, REISCHL &
CHUCK, A Professional Law Corporation

Dated: 2/7/2020



Ronald R. Rossi, Esq.,
Attorneys for Tejinder Singh, Tripatinder S.
Chowdhry and FLC Partners, LLC, a Delaware

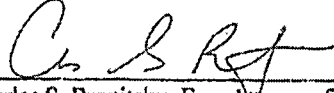
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

limited liability company

LAW OFFICE OF CHARLES S. BRONITSKY

Dated: 2/11/20


By:


Charles S. Bronitsky, Esq., Attorney for Sandra
P. McIver, Trustee of the Edith R. Stern Trust
dated July 6, 1953 F/B/A Sandra P. McIver

JON P. RANKIN, ATTORNEY AT LAW

Dated: 2/11/20

By:


Jon P. Rankin, Esq.
Attorney for Tom Kline

ORDER

Based on the foregoing stipulation of the parties to this action, the approval as to the form and content of this instrument by the parties' counsel of record, and good cause appearing, the terms and provisions of the foregoing stipulation is hereby made an Order of this Court.

IT IS SO ORDERED.

Date: 2/24/20

By:


Hon. John L. Grandsaert
Judge of the Superior Court

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

FINKELSTEIN & FUJII LLP

DAVID G. FINKELSTEIN*±
IRENE Y. FUJII
PAUL K. LEE
V. WINNIE TUNG-PAGASIT***
JONATHAN D. WEINBERG

A LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW

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TELECOPIER (650) 312-1803

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OF COUNSEL
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CARY KLETTER*
RACHEL HALLAM AFGHANZADA

PARALEGALS
JOHN F. FARBSSTEIN

LAW CLERKS
MUSKAN AHLUWALIA

LEGAL ASSISTANT
MICHELE JAUREGUI
CHARMAINE FERNANDES
BRYCE WELCH

* ALSO ADMITTED IN NEW YORK
** ALSO ADMITTED IN THE DISTRICT OF COLUMBIA
*** CERTIFIED SPECIALIST IN ESTATE PLANNING, TRUST & PROBATE WITH THE STATE BAR OF CALIFORNIA BOARD OF LEGAL SPECIALIZATION
± PRACTICING AS LAW OFFICES OF DAVID G. FINKELSTEIN, A PROFESSIONAL CORPORATION

October 29, 2020

Via Email: charlie@charlieblaw.com

Charles S. Bronitsky, Esq.
Law Offices of Charles S. Bronitsky
533 Airport Blvd, Suite 326
Burlingame, California 94010

RE: Notice of Your Client's and of Your Breach of the Settlement Agreement, Mutual Release, and Order Thereon (the "Settlement Agreement") and Request to Meet and Confer Before Filing a CCP§664.6 Motion to Enforce the Settlement Agreement and Impose Sanctions and Attorneys' fees

Dear Mr. Bronitsky:

As you know, the above-named law firm represents TEG Partners LLC; Tejinder Singh; and Tripatinder Chowdry in the San Mateo Superior Court Case No. 17-CIV-00720 that was settled by the Settlement Agreement, a copy of which is attached hereto for your reference which Settlement Agreement was filed with the Court on February 20, 2020.

Section 2 on page 4 of the Settlement Agreement states in the first Paragraph "McIver agrees to drop and withdraw all of her claims alleged in the McIver Complaint, and any claims arising out of the facts and circumstances alleged in the McIver Complaint. In exchange, Teg Property Owners agree to drop and withdraw their claims in their Answer to the McIver Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the McIver Complaint."

Furthermore, Section 3(m) of the Settlement Agreement on page 4 states: "McIver shall not require the removal of the currently existing fences located adjacent to the easement nor will she take any illegal action to remove the fences."

It has now come to my clients' attention that both you and your client and/or her agent have embarked on a sustained campaign to require San Mateo County to remove the fences that you client agreed to take no action to remove and to withdraw any such claims to do so. (see copies of emails from the County records attached hereto). Today my client also received visits from the Fire Marshall and from Coastside Water Department in what we were informed was

response to complaints filed. We are in the process of obtaining copies of such complaints but we believe they were from you or from your client and/or her agent.

Section 15 of the Settlement Agreement provides that the Settlement Agreement shall be enforceable pursuant to California Code of Civil Procedure Section 664.6.

Furthermore, Section 9 of the Settlement Agreement allows the Prevailing Party in any action to enforce the Settlement Agreement to recover their costs and reasonable attorneys' fees.

Pursuant to the procedure set forth in Section 9 of the Settlement Agreement, demand is hereby made for us to meet and confer to try to reach agreement on withdrawing the complaints filed by and by your client and/or her agent to have the fences removed. Failing our meet and confer's attempt to resolve this matter, demand is hereby made for mediation of this dispute through any neutral professional mediator we mutually agree upon. I am suggesting any one of the following four (4) professional neutral mediators:

1. John Till, Esq.
2. Stan Smith, Esq.
3. Charlie Dyer, Esq.
4. Robert Sheppard, Esq.


Please give me a date and time during the next five (5) business days when you are able to meet and confer with me on the telephone. Also, please respond as to which of the above-named mediators you and your client would agree to use or provide other names of mediators that you and your client so agree to use.

Absent any response to this letter within said time period, I will assume that you refuse to meet and confer and further that you and your client refuse to mediate this dispute and we will then proceed with our CCP§664.6 motion.

Very truly yours,

FINKELSTEIN & FUJII LLP

By:


David G. Finkelstein

DGF:mvj
cc: Client

FILED
SAN MATEO COUNTY

FEB 20 2020

Clerk of the Superior Court
By *Lana Fata*
DEPUTY CLERK

1 Ronald R. Rossi, Esq. (SBN 043067)
2 **ROSSI, HAMMERSLOUGH, REISCHL & CHUCK**
3 1960 The Alameda, Suite 200
4 San Jose, California 95126
5 Tel. (408) 261-4252
6 Fax. (408) 261-4292

7 Attorneys for Defendants and Cross-Complainants,
8 **TEJINDER SINGH, TRIPATINDER CHOWDHRY, and**
9 **TEG PARTNERS, LLC**

17-CIV-00720
ORD
Order
2258004



10 **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF SAN MATEO**
12 **(Unlimited Civil Jurisdiction)**

13 **SANDRA P. McIVER,**

14 Plaintiffs,

15 v.

16 **TEG PARTNERS, LLC; TEJINDER**
17 **SINGH; and TRIPATINDER**
18 **CHOWDHRY**

19 Defendants.

Case No. 17-CIV-00720

SETTLEMENT AGREEMENT, MUTUAL
RELEASE, AND ORDER THEREON

20 **TEG PARTNERS, LLC; TEJINDER**
21 **SINGH; and TRIPATINDER**
22 **CHOWDHRY,**

23 Plaintiffs,

24 v.

25 **SANDRA P. McIVER, TRUSTEE OF**
26 **THE EDITH R. STERN TRUST DATED**
27 **JULY 6, 1953; SANDRA P. McIVER, an**
28 **individual; TOM KLINE, and ROES I**
through 100, inclusive.
Defendants.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

1 This Settlement Agreement and Mutual Release of Claims ("Agreement") is entered into
2 by and among the following parties:

- 3 • Sandra P. Melver, individually and as Trustee of the Edith R. Stern Trust dated
- 4 July 6, 1953 F/B/A Sandra P. Melver ("Molver");
- 5 • TEG Partners, LLC, a Delaware limited liability company ("TEG");
- 6 • Tejinder Singh ("Singh");
- 7 • Tripatinder S. Chowdhry ("Chowdhry");
- 8 • Tom Kline ("Kline"); and

9 Molver, TEG, Singh, and Chowdhry, are sometimes collectively referred to the "Parties" and
10 individually as "Party". TEG, Singh, and Chowdhry collectively may also be referred to as "Teg
11 Property Owners".

12
13 **A. Recitals.**

14 1. WHEREAS, Molver is the Trustee of the Trust that is the owner of that certain real
15 property located in the County of San Mateo commonly known as 655 Miramar Drive, Half
16 Moon Bay, California, APN 048,076-130 (the "Molver Property"). The Molver Property benefits
17 from an express easement for ingress, egress and utilities that burdens the Teg Property (defined
18 below) "the Easement."

19 2. WHEREAS, TEG is the owner of that certain parcel of real property located adjacent to
20 the Molver Property and also located in the County of San Mateo as APN 048-076-120 (the "Teg
21 Property"). The Teg Property is burdened by the Easement.

22 3. WHEREAS, Kline was Molver's contractor performing work on the Molver Property.

23 4. WHEREAS, Singh, is one of the members and managers of TEG and Chowdhry, is one
24 of the members and managers of TEG.

25 5. WHEREAS, on February 16, 2017, Molver caused to be filed a Complaint for Quiet
26 Title, Trespass, Declaratory Relief, and Injunction (the "Molver Complaint") against TEG, Singh,
27 Chowdhry, and all persons unknown claiming any legal or equitable right, title estate lien or
28 interest in the property rights described in the complaint adverse to Plaintiff's title thereto in an

29 SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

[Signature]

[Signature]

1 action entitled Sandra P. McIver v. TEG Partners, LLC, et al., San Mateo County Superior Court
2 case number 17-CIV-00720 ("the McIver Lawsuit");

3 6. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry filed an Answer to the
4 McIver Complaint wherein they assert seventeen (17) separate affirmative defenses;

5 7. WHEREAS, on April 21, 2017, TEG, Singh and Chowdhry caused to be filed a Cross-
6 Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory Relief, Harassment,
7 Nuisance and Quiet Title against McIver and Kline in the McIver Lawsuit;

8 8. WHEREAS, on February 9, 2018, TEG, Singh and Chowdhry caused to be filed a first
9 amended Cross-Complaint for Injunctive Relief, Damage to Property, Trespass, Declaratory
10 Relief, Harassment, Nuisance and Quiet Title against McIver, Kline and all persons unknown
11 claiming any legal or equitable right, title, estate, lien or interest in the Property rights described
12 in the complaint adverse to cross-complainant's title therein in the McIver Lawsuit;

13 9. WHEREAS, on March 23, 2018, McIver filed an Answer to First Amended Cross-
14 Complaint in the McIver Lawsuit, asserting twenty-one (21) separate affirmative defenses;

15 10. WHEREAS, on April 16, 2019 TEG, Singh and Chowdhry caused to be filed a
16 Request for Dismissal without prejudice as to their sixth cause of action for quiet title;

17 11. WHEREAS, on May 21, 2019 TEG, Singh and Chowdhry caused to be filed a
18 Request for Dismissal without prejudice as to their fourth cause of action for civil harassment and
19 their fifth cause of action for nuisance;

20 12. WHEREAS, the McIver Lawsuit is set for trial to commence on February 10, 2020;

21 13. WHEREAS, the Parties have reached a settlement of the disputed claims alleged in
22 the various pleadings filed in the McIver Lawsuit and wish to establish a written settlement
23 agreement and release of claims to effectuate their desire to completely resolve all existing
24 disputes and/or claims between the Parties, as more fully set forth in this Agreement;

25 14. WHEREAS, as used in this Agreement, "Effective Date" shall be the date when last
26 of the Parties sign this Agreement;

27 15. WHEREAS, as used in this Agreement, "Effective Date" shall not be later than
28 February 14, 2020, after which this Agreement will expire;

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

THEREFORE, this Agreement is entered into in order to settle, compromise and resolve each and every one of the existing claims, duties, obligations, causes of action, debts, liabilities or damages, known or unknown, between each of the Parties.

B. Agreement.

In consideration of the Consideration, as defined in Paragraph 3 of this Agreement, the releases and the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties jointly and severally agree as follows:

1. Incorporation of Recitals: The Recitals of Section A to this Agreement are hereby incorporated by this reference as if set forth in full herein.

2. Withdrawal of Claims in the Melver Lawsuit: Melver agrees to drop and withdraw all of her claims alleged in the Melver Complaint, and any claims arising out of the facts and circumstances alleged in the Melver Complaint. In exchange, Teg Property Owners agree to drop and withdraw their claims in their Answer to the Melver Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the Melver Complaint.

Teg Property Owners agree to drop and withdraw all of their claims still existing and alleged in the first amended Cross Complaint filed in the Melver Lawsuit, and any claims arising out of the facts and circumstances alleged in the first amended Cross Complaint filed in the Melver Lawsuit. In exchange, Melver agrees to drop and withdraw her Answer to First Amended Cross-Complaint, and any claims arising out of the facts and circumstances alleged in the Answer to the First Amended Cross-Complaint.

The Withdrawal of Claims and the Answers in the McIver Lawsuit is contingent on the entry of a final judgement in the form attached.

3. Terms of Consideration: As consideration for the dismissal of the McIver Lawsuit as described in paragraph four (4) of this Agreement, below, the Parties agree as follows:

a) TEG. Singh and Chowdhury shall remove all of the currently installed photographs and signs from the easement. They shall be allowed to post two (2) signs reflecting a 15 MPH speed limit at the driveway entrance and no more than two (2) no

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

SPM

Tom Blaw

trespassing signs of modest size on the fences. ~~For directed during Mandatory Settlement~~

~~Confidential by 21st Judge Court on January 27, 2000, they shall reduce their~~
4, none of which shall be pointed at the residence on the Melver Property.
security cameras on the easement to ~~to protect the security camera from being seen~~

(b) Melver shall have immediate access to the Easement and shall have the right, as owner of the Melver Property, to maintain and/or legally improve the entire easement for ingress, egress and/or utilities and to pass that right to any subsequent owner of the Melver Property. The Parties agree and stipulate that the right to use the Easement is no greater and no less than its express terms. To the extent that Melver, and/or her agents, future assigns and/or future transferees improves the Easement, she/he/they shall be solely responsible for the costs of any such improvements including, but not limited to, costs of materials, costs of labor, insurance, permits, etc.

(c) TEO, Singh and Chowdhry, individually or collectively shall not unreasonably interfere any effort by Melver or her agent(s), or any subsequent owner of the Melver Property to maintain and/or legally improve the entire easement for ingress, egress and/or utilities.

(d) As the Melver Lawsuit was never tried, none of the parties presented any evidence that any improvement on the Easement will or will not in any way provide a Fire Code compliant access for Melver Property through the Easement.

(e) The current or future owner or transferee or assignee of Melver Property shall be solely responsible for all maintenance of any improvements made by Melver or any future owner or transferee or assignee of Melver Property including, but not limited to, costs of materials, costs of labor, insurance, permits. Melver, and/or her agents, future assigns, and transferees shall be solely responsible for the cleaning and removal of debris and leaves from the portion of the Easement that is improved by Melver or a future owner or transferee or assignee of Melver Property, as reasonably necessary. Care shall be taken that such removal of debris and leaves are not moved onto another part of the Easement or to the unencumbered part of TEO Property. Notwithstanding the foregoing, to the extent that TEO, Singh or Chowdhry or their agents and or successors use the improvement of

TK

1 the driveway on the easement, they shall share in the cost of maintenance.

2 (f) Should there be any damage to any of the improvements on the Easement
3 made by Melver or future owner or transferee or assignee of Melver Property, other than
4 damage as may be caused by TEG, Singh, Chowdhry, their agents and/or successors, the
5 owner or the transferee or assignee of the Melver Property will rectify such issues in a
6 timely manner.

7 (g) To the extent that Melver, her agents, future assigns, and transferees have
8 any construction done on the Easement, they shall obtain a policy of liability insurance at
9 an amount reasonably appropriate to the nature of the work and shall name TEG or its
10 future assigns, and transferees as an additional named insured on such policy.

11 (h) Work done by any of the parties and/or their agents, future assigns, and/or
12 future transferees that results in damage to any of the other parties or to the property of the
13 other parties shall be fully liable for said damages as provided by California law.

14 (i) Any and all improvements on the Easement shall be undertaken by licensed
15 contractors where licensing is required pursuant to California law.

16 (j) Gate(s) installed or maintained between the Melver Property and the TEG
17 Property shall open towards the property of the owner who installed the gate. The
18 existing gate between 655 Miramar Drive Parcel 1, and Parcel 2, shall be modified so that
19 it opens towards the Melver Property within thirty (30) days of the Effective Date or such
20 additional period of time as is reasonable under the circumstances.

21 (k) Melver, her agents and/or successors or assignees shall make any
22 improvements to the driveway on the Easement for ingress and egress purposes to design
23 such improvements so that access to any portion of the Teg Property unencumbered by the
24 Easement is not obstructed at any location after the completion of improvement to the
25 driveway or to any part of the Easement.

26 (l) Melver and/or her agents, future assigns, and/or future transferees will
27 inform TEG, Singh, Chowdhry, their agents, future assigns, and/or future transferees, shall
28 give no less than thirty (30) days' notice with plans (unless the plans are already available

1 at the Planning Department, or TEG, Singh, Chowdhry, their agents, future assigns, and/or
2 future transferees shall pay for a copy of the plans) prior to doing any work on the
3 Easement, except in an emergency. Upon completion of the improvement to the
4 Easement, all construction material, construction vehicles and other construction related
5 accessories and equipment must be promptly removed.

6 (m) Melver shall not require the removal of the currently existing fences
7 located adjacent to the easement nor will she take any illegal action to remove the fences.

8 (n) The covenants set forth herein shall run with the land and are deemed for
9 the benefit of the subject property and for the benefit of the Plaintiff, the named
10 Defendants, and their respective heirs, successors, representatives, agents, executors,
11 administrators, co-owners, co-trustees, assigns, and/or transferees.

12 4. Dismissal of Lawsuits: In consideration of the mutual covenants and agreements
13 contained herein, the parties agree to fully dismiss the Complaint and the remaining claims of the
14 First Amended Cross-Complaint with prejudice, such filings to occur promptly.

15 5. Broad Construction: This release provision in this Agreement are to be construed
16 and read in the broadest possible manner to insure against and protect the Parties from any further
17 legal action or future disputes regarding the subject circumstances, events and disputes and the
18 facts and circumstances giving rise to the Action. The Parties acknowledge that the foregoing
19 waiver was separately bargained for and is a key element of this Agreement, of which their
20 releases are a part.

21 6. No Admission of Liability: The Parties understand and acknowledge that this
22 Agreement constitutes a compromise and settlement of disputed claims. No action taken by the
23 Parties, either previously or in connection with this Agreement, shall be deemed or construed to
24 be (a) an admission of the truth or falsity of any claims heretofore made; or (b) an
25 acknowledgment or admission by any of the Parties of any fault or liability whatsoever.

26 7. Costs and Fees: Except as otherwise expressly stated in this Agreement, each of the
27 Parties shall bear his or her own costs, expert fees, attorneys' fees and other fees incurred in the
28 creation and execution of this Agreement, and also shall bear his or her own costs, expert fees,

1 attorney's fees and other fees incurred in connection with the McIver Lawsuit. The Parties agree
2 that there is no prevailing Party in the McIver Lawsuit.

3 8. Civil Code Section 1542: Each of the Parties acknowledge that he or she has been
4 advised by legal counsel and is familiar with the provisions of California Civil Code Section
5 1542, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES
8 NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
9 FAVOR AT THE TIME OF EXECUTING THE RELEASE
10 AND THAT, IF KNOWN BY HIM OR HER, WOULD
11 HAVE MATERIALLY AFFECTED HIS OR HER
12 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 Each of the Parties, being aware of said code section, hereby expressly waives any rights he or
14 she may have hereunder, as well as under any other statute or common law principals of similar
15 effect.

16 9. Prevailing Party to Recover Costs and Reasonable Attorneys' Fees to Enforce this
17 Agreement: The Parties agree that in any action between the Parties, or by any of them against
18 any of the others, to interpret and/or enforce the terms of this Agreement, the prevailing party or
19 parties shall be entitled to recover from the other party or parties their costs and reasonable
20 attorneys' fees up to a maximum of two-hundred, fifty thousand United States dollars (US
21 \$250,000) in total fees and costs. In the event that any dispute arises between the Parties
22 regarding any aspect of this Agreement, the Parties agree to first meet and confer and reasonably
23 attempt to resolve any dispute and if unresolved, then mediate any dispute or claim arising
24 between them out of this Agreement or any resulting transaction, before resorting to court action
25 to enforce the terms and provisions of this instrument. Mediation fees, if any, shall be divided
26 equally between McIver, her assigns and/or transferees on the one hand, and the remaining
27 Parties, their assigns, and/or transferees on the other. If, for any dispute or claim to which this
28 paragraph applies, any Party commences an action without first attempting to resolve the matter
through meet and confer followed by mediation, or refuses to mediate after a request has been
made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise

29 SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

1 be available to that Party in any such action. Any action over this Agreement shall be
2 commenced in the County of San Mateo, State of California.

3 **10. No Representations:** No signatory to this Agreement has relied upon any
4 representations or statements made by any other signatory which are not specifically set forth in
5 this Agreement.

6 **11. Entire Agreement:** This Agreement represents the entire agreement and
7 understanding between the Parties. Each Party individually and collectively declares and
8 represents that no promises, inducements, or other agreements not expressly contained herein
9 have been made and that this Agreement contains the entire agreement between the Parties and
10 the terms of this Agreement are contractual and are not merely recitals.

11 **12. Cooperation:** The Parties shall cooperate in all manners necessary to effectuate the
12 terms of this Agreement including, but not limited to, executing all necessary documents in a
13 timely manner.

14 **13. No Oral Modifications:** This Agreement shall not be modified in any way, except in
15 writing, and executed by all of the Parties.

16 **14. Governing Law:** This Agreement shall be governed by the laws of the State of
17 California.

18 **15. Enforcement:** This Agreement shall be enforceable pursuant to California Code of
19 Civil Procedure Section 664.5.

20 **16. Joint Drafting:** Each Party has had a full and ample opportunity to review this
21 Agreement and make suggestions or changes. Accordingly, each Party deems this Agreement as
22 drafted jointly by the Parties, and further acknowledges that the principles of construing
23 ambiguities against the drafter shall have no application hereto. This Agreement shall be
24 construed fairly and not in favor or against any one Party as the drafter hereof.

25 **17. Obligation to Pay Taxes:** To the extent that any Party receives payment associated
26 with this Agreement, the Party receiving such payment shall be solely and exclusively liable for
27 any taxes or other amounts payable on the distribution. That Party shall agree to defend,
28 indemnify and hold harmless the other parties to this Agreement from the alleged duty or

29 **SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON**

1 obligation to pay the taxes attributable to that Party's distribution. No representations have been
2 made by either of the Parties and/or their attorneys to the other Party regarding the tax
3 consequences of entering into this Agreement and each of the Parties agrees that they are solely
4 responsible to obtain their own tax advice and to pay any tax liabilities they incur with respect to
5 the terms of this Agreement.

6 **18. Voluntary Execution of Agreement:** This Agreement is executed voluntarily and
7 without any duress or undue influence on the part or behalf of the Parties hereto, with the full
8 intent of releasing all claims. By signing this Agreement, and initialing each page, each of the
9 Parties acknowledges that:

10 (a) He, she or it has carefully read the provisions of this Agreement;

11 (b) He, she or it has been represented in the preparation, negotiation, and
12 execution of this Agreement by the undersigned legal counsel of their own choice;

13 (c) He, she or it understands the terms and consequences of this Agreement and of
14 the releases it contains; and

15 (d) He, she or it is fully aware of the legal and binding effect of this Agreement.

16 **19. Advice of Counsel:** The Parties, and each of them, expressly represent and warrant:
17 (i) that each has consulted with his or her attorney with respect to his or her rights and the
18 execution of this Agreement, or has had an opportunity to consult with an attorney of his or her
19 choosing and has declined to do so; and (ii) that each has executed this Agreement with full
20 knowledge of its significance.

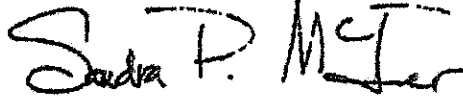
21 **20. Copies Shall be Considered the Same as Originals:** For all purposes, a faxed or
22 scanned/emailed signature and/or initial shall be considered the same as an original, or "wet,"
23 signature.

24 **21. Agreement is Binding on Successors:** This Agreement shall be binding on and
25 inure to the benefit, responsibilities and liabilities of the Parties to this Agreement and their
26 respective representatives, assigns, and successors.

27 **IN WITNESS WHEREOF,** the Parties have executed this Agreement, effective as of the
28 Effective Date as defined above.


29 **SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON**

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3 Dated: February 7, 2020




Sandra P. Melver, Trustee of the Judith R. Stern
Trust dated July 6, 1983 FID A Sandra P. Melver
as modified in Section 3(a) only

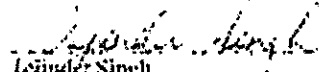
4
5
6
7 Dated: February 7, 2020


Tripatinder S. Chowdhry, managing member of FLC
Partners, L.L.C., a Delaware limited liability company


8
9
10
11 Dated: February 7, 2020


Tripatinder S. Chowdhry

12
13
14 Dated: February 7, 2020


Tejinder Singh

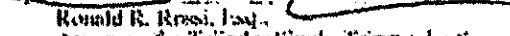
15
16
17
18 Dated: 2/10/2020


Tom Kline

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21 APPROVED AS TO FORM AND CONTENT:

22
23
24 ROSSI, HAMERSLOUGH, REISCHL &
CHUCK, A Professional Law Corporation

25
26 Dated: 2/7/2020

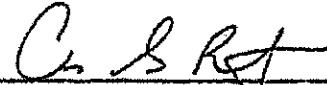

Ronald R. Rossi, Esq.,
Attorneys for Tejinder Singh, Tripatinder S.
Chowdhry and FLC Partners, L.L.C., a Delaware

27
28
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

limited liability company

LAW OFFICE OF CHARLES S. BRONITSKY

Dated: 2/11/20

By: 
Charles S. Bronitsky, Esq., Attorney for Sandra
P. McIver, Trustee of the Edith R. Stern Trust
dated July 6, 1953 F/B/A Sandra P. McIver

JON P. RANKIN, ATTORNEY AT LAW

Dated: 2/11/20

By: 
Jon P. Rankin, Esq.
Attorney for Tom Kline

ORDER

Based on the foregoing stipulation of the parties to this action, the approval as to the form and content of this instrument by the parties' counsel of record, and good cause appearing, the terms and provisions of the foregoing stipulation is hereby made an Order of this Court.

IT IS SO ORDERED.

Date: 2/24/20

By: 
Hon. John L. Grandsaert
Judge of the Superior Court

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND ORDER THEREON

[REDACTED]

From: [REDACTED]
Sent: Monday, September 21, 2020 8:35 AM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: Steve Monowitz <smonowitz@smcgov.org>
Subject: Re: VIO2017-00054 & PLN2018-00426

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.

John Riddell told me directly he would not let his guys drive over the fence, since that is what it would take, to get a firetruck to our house. John has since gone dark on the issue. I would like to know what he says to you.

Once you hear from John, what is your plan? The fences are clearly illegal and, so far, the county has done nothing to enforce the permit requirements. Why do you need to hear from John Riddell when this is a clear violation of your rules and regulations.

We are now past three and a half years and still you do nothing. We are so tired of your feeble excuses.

On Fri, Sep 18, 2020, 3:52 PM Lisa Aozasa <laozasa@smcgov.org> wrote:

Hello --

While we've not seen anything to date to indicate that emergency access is hindered by the fence, I've reached out to Coastside Fire to get their input on it. If they determine that the fence does interfere with access, we'll consider moving this matter up in priority. I'll let you know as soon as I hear back from them.

Regards,

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: [REDACTED]
Sent: Wednesday, September 16, 2020 9:20 AM
To: Lisa Aozasa <laozasa@smcgov.org>; Steve Monowitz <smonowitz@smcgov.org>
Subject: FW: VIO2017-00054 & PLN2018-00426

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.

Good morning,

I am frustrated and disappointed that I have not heard a word from either of you on this issue. I have provided incontrovertible evidence that TJ Singh and Trip Chowdry have again lied to you to justify the existence of the two, illegally constructed, black fences. What bothers me the most is that we have done everything honestly and above board. And, that in every instance, you give these people the benefit of the doubt. What do we need to do to get you to act and enforce this violation. Do we need to bring a lawsuit against you? In one note from Lisa Aozasa she indicated this is not a "priority" issue. You do need to understand, and I will reiterate it here, this is a health and safety issue and firetrucks are impaired from getting to 655 Miramar Drive. I would not want to be in your position should something happen on this property where life and limb are at risk and people suffer the consequences of your inaction.

I would like to hear how and when you plan to resolve this.

Thank you

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]
Sent: Wednesday, August 26, 2020 9:46 AM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: 'smonowitz@smcgov.org' <smonowitz@smcgov.org>
Subject: VIO2017-00054 & PLN208-00426

Hi Lisa,

As I have contended, the owners of 048-076-120 have once again tried to mislead the San Mateo County Planning Department as well as Code Compliance. I worked with Coastside County Water District and they provided me the attached letter that confirms the facts about who the water system on 048-076-120 benefits. Please confirm receipt of this letter and provide me with your next steps to close out this Violation. I have copied Director Monowitz simply because we need action on both the VIO and the PLN noted in the subject line.

Please let me know if you have any questions.

Thank you

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

655 Miramar - VIO2017-00054

Wed 3/11/2020 9:20 AM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Good morning Lisa,

We have not met but I was encouraged to reach out to you by Camille Leung who you work with in the Planning Department. I am reaching out with respect to the above referenced Code Violation. [REDACTED] Charlie Bronitsky, responded to you as a result of an email he received from TJ Singh who asked you to close the above complaint. Mr. Singh is incorrect in asserting that Mr. Bronitsky does not have the authorization to speak to this issue for [REDACTED]. Mr. Bronitsky represents [REDACTED] as it relates to this matter. This is a copy of Mr. Bronitsky's email to you below.

Dear Ms. Aozasa:

I am responding to the email below from Mr. Singh.

While it is true that the case has been settled with the order provided, all that [REDACTED] agreed to was that the property owner, Teg Partners, LLC, was not required to remove the fences as a condition of the settlement. That is now a fait accompli in that the settlement is final and the fences are still up. That, however, does not make the fences legal, nor did [REDACTED] agree to withdraw her complaint about the illegal fences. Nowhere in the document provided, nor anywhere else, did the Court order that the complaint about the illegal fences be closed or that the illegal fences can remain.

I would also note that the obligation to enforce the County's codes is an obligation of the Code Enforcement Officers regardless of the existence of a complaint.

I have not copied Mr. Singh on this email since as I understand it, he is still represented by Mr. Rossi and his firm and so they can share my comments with their clients should they so choose. I have also not copied the judge's clerk as the case has now ended.

Thank you,

Charlie

Charlie Bronitsky, Attorney

We believe Mr. Bronitsky was very clear that the fences are illegal and Code Enforcement needs to take the appropriate steps to have the fences removed. We specifically did not agree to remove our complaint in the settlement agreement.

Please call or email me should you have any questions about this issue.
Thank you for your time,

Re: appreciate your assistance

Tejinder singh [REDACTED]

Thu 10/29/2020 3:05 PM

To: Lisa Aozasa <laozasa@smcgov.org>**Cc:** Melissa Andrikopoulos <mandrikopoulos@smcgov.org> 2 attachments (1 MB)

Court Order 17-CIV-00720.pdf; SKM_C754e20102912150.pdf;

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.

Dear Lisa,

For your information and records, I am attaching our letter sent today to the owners of 655 Miramar Drive Parcel-2, Half Moon Bay, CA (APN 048-076-130). As continued complainants of our safety and security fences, they are in contempt of the Settlement Agreement that was turned into the Court Order as attached.

The safety and security fences are critical to our safety and well being.

We have been living at our home in Half Moon Bay for 23 years and we appreciate everything you and your team does for our community.

With warm regards
TJ Singh

On September 21, 2020 at 2:13 PM, Tejinder singh [REDACTED] wrote:

Hi Lisa,

I trust you, your colleagues and your family are safe and well.

When you have a moment, I will appreciate your assistance with closing the VIO2017-00054. It is not serving any purpose.

Thanks
With warm regards
TJ Singh

On February 7, 2020 at 6:01 PM, Lisa Aozasa <laozasa@smcgov.org> wrote:

Hi TJ –

Thanks for letting me know – that is indeed good news for all concerned. Have a great weekend!

Lisa

From: Tejinder singh [REDACTED]
Sent: Friday, February 07, 2020 4:42 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: Brian Kulich <bkulich@smcgov.org>
Subject: Re: Meeting today/ CDX for Fence

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.

Dear Lisa,

I wish to inform you that 5 minutes ago the Mclvers accepted our fences and the case has SETTLED.

Consequently, there will not be a trial next week.

I and everyone in our community greatly appreciate what you and your colleagues do for our community.

Best

TJ Singh

On February 7, 2020 at 2:36 PM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

The Trial is on Monday, but you may not be called as a witness until Tuesday. I will let you know the Room Number etc., on Monday afternoon and when your assistance and appearance would be appreciated on Tuesday Feb 11th.

Thanks

TJ Singh

[REDACTED]

On February 6, 2020 at 2:11 PM, Tejinder singh
<[REDACTED]> wrote:

Dear Lisa,

When you have a moment, would you please let me know if you received my email below.

Thanks

TJ Singh

On February 6, 2020 at 6:49 AM, tj singh
<[REDACTED]> wrote:

Dear Lisa,

Thank you for your email. We greatly appreciate your assistance.

Regarding update to Accela, the following may also please need to be reflected in accela:

1. As also mentioned in your email below, and as in our County code, the primary

purpose of the CDP is protecting public health, safety, morals. I will appreciate that you may please consider the previously shared photographs and videos showing that the fences have acted as a deterrent and have prevented bad actors from coming on our property. You may recall one of the videos showing a naked person who was prevented from our property by the fence. I will be happy to send you additional recent photos and videos showing the remarkable effect of the fences for our and our neighborhood's security. These photos and videos would be additional to the ones previously shared with you.

The above security role of the fences, may please be added to and reflected in accela.

2. During our meeting with you and Director Monowitz, in January 2019,

(a) I had asked if the Planning Dept preferred another type of fence, and you mentioned that would not be necessary.

(b) Director Monowitz also mentioned that should we decide to apply for a CDP, the Planning Department would support our application.

The point 2 above may also please be reflected on accela.

However, we qualify for an exemption based on fences role in neighborhood and our security; fences are in addition to the structures already on the property;

the water pump is directly connected to the water tank through a water pipe that is also protected by the fence.

Thanks Lisa

TJ Singh

On Feb 5, 2020, at 2:55 PM,
Lisa Aozasa
<laozasa@smcgov.org>
wrote:

Hello –

I'm sorry, but I won't be able to close the Violation case until the Director, Steve Monowitz, returns from vacation and I have an opportunity to meet with him to review your case and the additional information you've recently provided. I had hoped to be able to resolve this quickly, as you have persistently requested over the last month, but was unable to consult with him before he left the office on a short trip.

Here's where things stand, and I will update the cases in Accela to reflect this:

VIO 2017-00054 remains open and unresolved.

PLN 2018-00426 remains open and under reconsideration by

the Community Development
Director.

Here's the background: Despite being advised that a Coastal Development Permit was required to legalize the fence, you applied for a Coastal Development Permit Exemption (CDX) on 10/29/18. That request was initially denied, as staff could not find that the circumstances of your case qualified under any of the approved exemptions per the County's Local Coastal Program (LCP). You subsequently requested a meeting with Steve and requested that he reconsider the denial. You submitted additional information supporting your claim that the situation qualifies for a CDX as "the maintenance and alteration of, or addition to, existing structures other than single-family dwellings and public works facilities". You argued that the "existing facility" that this fence "maintains" is a water pump/back flow device on the same parcel which is associated with CCWD's water tank on the adjacent parcel, with the fence providing security and protection for the water pump facility and the property in general. The Director asked for any information from CCWD regarding the relationship of the fence to the water pump and back flow device. That request was made on 1/7/2019. No additional information was ever provided. As this case does not involve a threat to public health and safety, it is a low priority

violation for the Department, and no additional enforcement action was pursued, despite the lack of response.

Sometime during the week of January 6th, 2020, you came by the office and asked to speak to me, and requested that the VIO case be closed. I agreed to look into closing it out, and recalled (incorrectly as it turned out) that the matter had in fact been resolved and the case could be closed out in a short time frame. After further research into where things left off a year prior, I discovered that the CDX has never been approved, as the information Steve requested was never submitted. Now more recently on 1/22/20, you submitted information and photos showing the water pump and a fire hydrant on the property, claiming that the water pump is not owned by CCWD and is for your own personal use only, and the back flow device has been removed. I'm not sure this information helps support your position that the fence is related to the maintenance/protection of the water pump – or the fire hydrant either – as the “existing structures” on the site. I have some follow up questions for CCWD, and then I plan to consult with the Director for his determination on whether the CDX can be issued and the VIO case closed. The earliest that can happen is the week of February 18th, 2020.

In the meantime, continuing to come into the office daily is not a good use of your time or mine. I will be back in touch on or after February 18th.

Lisa Aozasa

Deputy Director

SMC Planning & Building
Department

From: tj singh

[REDACTED]

Sent: Tuesday, February 04, 2020
2:28 PM

To: Lisa Aozasa
<laozasa@smcgov.org>

Subject: Re: Meeting today

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.

Dear Lisa,

We appreciate your assistance.

I stopped by yesterday just before 5, and you had just left for the day.

I also stopped by today and was told you were in day long interviews.

We would greatly appreciate your assistance in closing the outdated NOV.

Thanks

TJ Singh

On Feb 3, 2020,
at 3:22 PM,
Teiinder singh

<[REDACTED]>
> wrote:

Our Dear Lisa,

We will greatly appreciate your assistance. The outdated NOV (VIO 2017-00054) is still open.

Thanks

TJ Singh

On January 31,
2020 at 9:41 AM,
tj singh

<[REDACTED]>
> wrote:

Dear
Lisa,

Even
the
Court
has
recognized
that
our
fence
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should
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remain.
n.

When you
have
a
moment
today
, can
you
please
close
the
NOV
now.

Thanks

TJ

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Re: Appreciate your assistance

Tejinder singh [REDACTED]

Mon 11/30/2020 12:52 PM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Dear Lisa,

I trust you had a nice Thanksgiving.

Whenever you get a chance, I will appreciate your assistance with my email below.

Thanks

With warm regards

TJ Singh

650-274-4653

On November 25, 2020 at 7:54 AM, Tejinder singh [REDACTED] > wrote:

Dear Lisa,

REF: VIO2017-00054

I wish to bring it to your kind attention that the complainants of VIO2017-00054 have already sold their property and consequently it would not make much sense to continue to have their complaint open anymore.

I will greatly appreciate your assistance in this regard.

Wishing you, your family and your colleagues a Wonderful Thanksgiving

With kind regards

TJ Singh

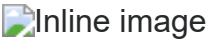
The details are as below.

655 Miramar Drive Parcel 2, Half Moon Bay, CA 94019; APN 048-076-130 has a new owner Paul Blanton and Carrie Blanton.

McIvers Sold their home to Blantons on November 03'2020

The Document number for the new Deed is 2020-122257

Attached is the screen shot from County Recorder's website indicating new ownership



Re: Access to 655 Miramar

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Riddell, John@CALFIRE <John.Riddell@fire.ca.gov>

Sent: Wednesday, October 28, 2020 7:37 AM

To: James Derbin <jderbin@coastsidewater.org>; Mary Rogren <mrogren@coastsidewater.org>

Cc: CALFIRE CZU Coastside Fire Marshal Office <cfpdfiremarshal@fire.ca.gov>; Steve Monowitz <smonowitz@smcgov.org>

Subject: Fw: Access to 655 Miramar

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.

Good Morning,

This the last correspondence I had with 655 Miramar. In the future I keep you in the loop

Best Regards,

John Riddell

Deputy Fire Marshal

CAL FIRE

San Mateo County

Coastside Office (650) 726-5213

San Mateo Office (650) 573-3846

Coastside Fax (650) 726-0132

San Mateo Fax (650) 573-3850

john.riddell@fire.ca.gov



From: Riddell, John@CALFIRE <John.Riddell@fire.ca.gov>

Sent: Friday, September 18, 2020 3:10 PM

To: Riddell, John@CALFIRE <John.Riddell@fire.ca.gov>; CALFIRE CZU Coastside Fire Marshal Office <cfpdfiremarshal@fire.ca.gov>

Subject: Re: Access to 655 Miramar

Hi Lisa,

The fence has been an on going issue for the Fire Department. Prior to the installation of the fence the property at 655 Miramar was accessible, but didn't meet CFC Standards. Currently access to 655 Miramar with the fence in place, makes it very difficult if not nearly impossible to access the property in a reasonable time, if at all. The Department is aware of the ongoing law suite, and if had a choice would not be in favor having the fence remain.

Best Regards,

John Riddell

Deputy Fire Marshal

CAL FIRE

San Mateo County

Coastside Office (650) 726-5213

San Mateo Office (650) 573-3846

Coastside Fax (650) 726-0132

San Mateo Fax (650) 573-3850

john.riddell@fire.ca.gov



From: Riddell, John@CALFIRE <John.Riddell@fire.ca.gov>
Sent: Friday, September 18, 2020 12:01 PM
To: Griffin, Patrick@CALFIRE <Patrick.Griffin@fire.ca.gov>
Cc: CALFIRE CZU Coastside Fire Marshal Office <cfpdfiremarshal@fire.ca.gov>
Subject: Fw: Access to 655 Miramar

John Riddell

Deputy Fire Marshal

CAL FIRE

San Mateo County

Coastside Office (650) 726-5213

San Mateo Office (650) 573-3846

Coastside Fax (650) 726-0132

San Mateo Fax (650) 573-3850

john.riddell@fire.ca.gov



From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Wednesday, September 16, 2020 3:20 PM
To: Riddell, John@CALFIRE <John.Riddell@fire.ca.gov>
Subject: Access to 655 Miramar

Warning: this message is from an external user and should be treated with caution.

Hi John --

We could use your help on something Code Compliance and Planning have been dealing with for awhile. You may already be familiar with a neighbor dispute between the owners of 655 Miramar (APN 048-076-130) and the owners of an adjacent undeveloped property (APN 048-076-120) -- see attached map. There are aspects of their disagreement that are civil matters and were the subject of a law suit that I think was settled, but the one thing that remains an unresolved code compliance issue is there is a fence was put up without the required Coastal Development Permit along an access easement that runs through APN 048-076-120 (blue parcel) that the owner of 655 Miramar (yellow parcel) claims "is a health and safety issue and firetrucks are impaired from getting to 655 Miramar Drive". To this point, we've had no reason to believe that's the case, and have made this violation a low priority -- it's just a fence. But certainly if the fence is blocking Fire access, the case deserves to be a higher priority for our Code team.

I know you all are so busy too, but this dispute has been around awhile -- perhaps you've already been called out there to assess the situation? I'm hoping that's the case and you can just let me know what

you discovered. Or -- can you send someone by to take a look -- even if that's not going to be right away, that would be a big help.

Please let me know, and thanks for any help you can provide.

Best,

Lisa Aozasa
Deputy Director
San Mateo County Planning & Building Department

Re: confirm receipt requested: Response requested: VIO2017-00054 fire safety and hazardous driving conditions

Genevieve Wortzman-Show [REDACTED]

Tue 5/11/2021 6:45 PM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Much appreciated! Thank you for your attention to this matter and have a wonderful evening.

Genevieve

On Tue, May 11, 2021 at 6:38 PM Lisa Aozasa <laozasa@smcgov.org> wrote:

Hello –

I'm sorry for the delay in responding! I have received your emails, but have not had a chance to go over them and coordinate with Code Compliance on a response. I hope to be able to get back to you by early next week.

Best,

Lisa Aozasa

From: Genevieve Wortzman-Show <[REDACTED]>

Sent: Tuesday, May 11, 2021 2:36 PM

To: Lisa Aozasa <laozasa@smcgov.org>

Subject: Fwd: confirm receipt requested: Response requested: VIO2017-00054 fire safety and hazardous driving conditions

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.

Ms Aozasa,

Please confirm receipt of the email below and attachments. Thank you.

Kind regards,

Genevieve Wortzman-Show

[REDACTED]

[REDACTED]

----- Forwarded message -----

From: **Genevieve Wortzman-Show** <[REDACTED]>

Date: Mon, May 10, 2021 at 6:48 PM

Subject: Response requested: VIO2017-00054 fire safety and hazardous driving conditions

To: <laozasa@smcgov.org>

Ms. Aozasa,

In follow up to my first email on May 4th, 2020, I thought I would provide additional context to my concerns regarding the unenforced violation (VIO2017-00054) on APN 048-076-120. As outlined below, I am concerned about the danger this fence places on the community during fire season and the unnecessary and hazardous driving patterns this fence creates in front of my home. I did not express my concern regarding the illegal fence's impact on the neighborhood prior to the present because I assumed the County would enforce the ordinance enacted to prevent this type of violation. As fire season is upon us, this letter outlines why the County should act now to remedy this situation.

1. This illegal fence impedes emergency vehicle response time on the only access road to the undeveloped, scrub/brush covered hillside east of the Miramar Terrace neighborhood.

The top of the Miramar Terrace neighborhood is located on a steep hill with only one road providing ingress/egress for the dozens of homes on both Terrace Avenue and Miramar Drive. With eucalyptus trees throughout the development, seconds matter in an emergency. This illegal fence creates a chokepoint on the sole access road ("Upper Miramar Drive") to the Miramar water tank, the home at 655 Miramar Drive and the open space beyond. In a correspondence between John Riddell (CalFire) and yourself on September 18th, 2020, obtained through a Public Records Request, John noted:

"with the fence in place, makes it very difficult *if not impossible* to access the property [655 Miramar Dr. and the open space beyond] in a reasonable time, *if at all*" (emphasis added).

He also noted:

“...if had a choice would not be in favor having the fence remain.”

In the event of a fire at or behind 655 Miramar, not only would the residents of 655 Miramar be affected but all the residents of Hermosa Avenue and Miramar Drive would be at risk. Given that the county solicited CALFire's opinion six months ago, why has the county chosen not to enforce this violation? In the wake of the local and unprecedented CZU complex Fire which devastated the landscape just to the south of us last summer, this is alarming. In the event of fire, this fence violation impedes emergency vehicle response and endangers all our homes within the Miramar Terrace neighborhood. **Facing the historically early start to fire season, NOW is the time for the county to enforce the immediate removal of this dangerous and pointless fence.**

2. This illegal fence creates hazardous driving conditions in front of my home, forcing vehicles to drive in reverse down a steep, curved dirt road for over 231 feet (77 yards) through the neighborhood. This road becomes even steeper (~21% grade) where it connects at the intersection with the other roads in front of my home.

I have lived here since 2011 (10 years in August). Prior to the fence installation in 2017, vehicles traveling up “Upper Miramar” could safely turn around on the CCWD lot. Since installation of this fence, the neighborhood has been subjected to vehicles driving *BACKWARDS* down the steep dirt road. *This is roughly 231 feet down a steep and curved road.* To provide some context, attached is a map showing the placement of the fence (see attached PDF map with markup) and in yellow is the 231-foot-long dirt road. I have marked the steep slope in sections of this steep road in green. This steep, curved, dirt road intersects with Hermosa Ave and Miramar Drive on the road in front of my driveway (see map with “Show Home”). **The slope of this dirt road as it approaches my home is even steeper with a ~21% grade.** As a pedestrian standing on the road in front of my home you cannot see a car coming until the car is at the top of that last part of the road. On numerous occasions I have seen car wheels spin trying to get traction on this section of the road. This section of the road becomes even more of a safety concern with vehicles driving in reverse.

In October 2020, several neighbors addressed our concerns to Mary Rogren, CCWD General Manager. The CCWD crews have made every attempt to avoid this dangerous long-distance reverse maneuver. However, there is a substantial increase in traffic in our neighborhood (PGE 3rd party work crews, CCWD tank maintenance crews, visitors, cellular tower maintenance workers, delivery services). Reverse driving down the hill necessitated by this illegal fencing occurs on a *frequent and regular* basis whether the drivers purposefully access Upper Miramar or are merely lost.

Out of concern, I put up a camera last week to monitor the frequency of these events. **In just three days, the camera documented this “long-distance reverse driving” by two separate vehicles.** To give you some perspective, attached please find a video taken last week of a truck forced to drive in reverse down the hill. In the first video, the driver of the white truck spoke with a neighbor and shared that he could not safely turn around at the top of the hill. Watch the truck backing down the last part of the dirt road and keep in mind that it is in front of the driveway and my 3-year old daughter was playing outside at the time. The second video is a blue car, which drove up and then minutes later had to back down the hill, clearly lost but with no safe way to turn around.

These videos tell the story of what happens just in front of my home—however, it is important to keep in mind that this dangerous driving happens for 231 feet on a curved, sloped dirt road. A few years ago, **a sheriff's vehicle did have an accident in front of my home**—a result of backing down the hill. **The county needs to finally enforce this fence violation as it creates unnecessary and hazardous road conditions in the neighborhood and on the road in front of my home on a regular basis.**

3. The illegal fence does not protect the water pump that provides water to 655 Miramar (the neighboring residence) on the otherwise vacant lot.

In discussing the fence violation, the owners of APN 048-076-120 have argued (as recorded by the County's Accela system on Feb. 7, 2020) that the fence is needed to “provide security and protection for [a] water pump facility” located on the lot. However, the vacant APN 048-076-120 lot does not have a water service connection on record with CCWD. This water pump does not provide the lot

with water; but serves to provide water to the neighboring 655 Miramar residence. If you refer to the attached map, you can see the fence (in blue with x through lines) is placed on either side of the 655 Miramar Drive easement/driveway. This fence does not protect the water pump (labeled in orange) on the lot (please see attached image labeled "fence and water pump"). As you can see from this image, any person or car or truck can access the water pump irrespective of the fencing.

As such, contrary to statements by the APN 048-076-120 lot owners to the County as recorded by the Accela system, **the illegal fence does not offer protection to the water pump used by the neighboring residence at 655 Miramar.**

I appreciate your time and consideration. I would be happy to discuss the items outlined above spelling out how this illegal fence is a safety matter for my home and this neighborhood. Should any of the points need further clarification please do not hesitate to reach out. Otherwise, kindly confirm receipt of this email.

Kind regards,

Genevieve Wortzman-Show



Fw: Enforcement of VIO2017-00054

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Anne Martin [REDACTED]
Sent: Wednesday, May 19, 2021 8:53 AM
To: Lisa Aozasa <laozasa@smcgov.org>
Subject: Fwd: Enforcement of VIO2017-00054

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.

Dear Ms. Aozasa,

I am following up to inquire whether you received my email of May 4 requesting that the County enforce the outstanding fence violation - Vio2017-00054 because of the threat to public safety it poses with respect to (1) traffic safety by forcing vehicles to drive backwards down a 231 foot long narrow, steep dirt road into a four way intersection and (2) the threat it poses to fire safety in that it could delay emergency vehicles from accessing a fire at the top of the hill by the Miramar tank or the residence at 655 Miramar. This was documented in an email by Deputy Riddell to you in September 2020

Today, two work trucks driven by contractors of TEG Partners, owners of APN 048 076 130 drove backwards down the hill into the intersection close to my home. This continues to be a problem because of the difficulty posed by the illegal fence in allowing a truck to turn around. My concerns is that it will become even worse this summer when CCWD's cell antenna lessees will need to drive generators up to the antnennas by the tank.

Several of my neighbors and I would like to schedule a meeting to discuss this increasingly dangerous situation. I look forward to hearing from you.

Can you please confirm that you received this and my earlier email.

Thank you

Anne Martin

----- Forwarded message -----

From: **Anne Martin** <[REDACTED]>
Date: Tue, May 4, 2021 at 10:29 PM
Subject: Enforcement of VIO2017-00054
To: <laozasa@smcgov.org>
Cc: <cleung@smcgov.org>, Ruemel Panglao <rpanglao@smcgov.org>

Dear Ms. Aozasa,

We are reaching out to you as Deputy Community Development Director regarding a significant public safety hazard in our neighborhood caused by an open and unenforced fence violation (VIO2017-00054) on an undeveloped parcel (APN-048-074-120) owned by TEG Partners LLC ("TEG").

We reside at 620 Miramar Drive across the street from the TEG parcel and have personally experienced the dangerous traffic situation created by the fence and witnessed numerous vehicles being forced to drive BACKWARDS down a steep, narrow one lane gravel road ("Upper Miramar Drive") that leads from the paved portion of Miramar Drive up to the Coastside County Water District's (CCWD's) Miramar Water Tank because the fence makes it difficult or impossible to turn around on the CCWD parcel.

Upon researching this violation, we've learned that TEG was advised in 2018 that the fence didn't qualify for a CDX and requested a meeting with the Community Development Director to ask him to reconsider his denial of a CDX. It appears that a determination was made that "since there's no threat to public health or safety, no additional enforcement action was pursued"

We have collected a significant amount of evidence that this fence is indeed a threat to public safety in that it has created dangerous driving conditions in our neighborhood. This has become especially apparent over the last few years, as more children have moved into the neighborhood and traffic has increased on Upper Miramar Drive.

Because of this imminent threat to public safety, we request that the County immediately enforce this violation by ordering the removal of this illegal fence.

The Illegal Fence Jeopardizes the Safety of Residents and Visitors to our Neighborhood by Forcing Vehicles to Back Down a Steep Slippery Gravel Road Into an Intersection Where Cars and Pedestrians Are Coming From Four Different Directions.

Since the pandemic lockdown, we and our neighbors have been working from home and been walking the roads in our neighborhood, including Upper Miramar Drive.

On numerous occasions, we were shocked to see trucks drive BACKWARDS down Upper Miramar Drive, a steep and narrow gravel road, into an intersection where cars and pedestrians are coming from four different directions – Hermosa Ave, up Miramar Drive, from the paved portion of Miramar Drive ("Lower Miramar Drive") and from the driveway of the residence at 610 Miramar Road. There are no stop signs anywhere in this neighborhood.

Since many of these trucks were driven by CCWD personnel, I spoke with several of the drivers and learned that the illegal fence made it difficult and sometimes impossible for work trucks and other large vehicles to turn around in the CCWD parking area by the Miramar water tank. This forces the drivers to drive backwards down Upper Miramar Drive, a steep and sometimes slippery gravel road.

On October 28, 2020, several neighborhood residents sent a letter to Mary Rogren, Director of CCWD requesting that she take action to rectify this public safety hazard. Ms. Rogren has responded to our concerns and we've observed CCWD personnel driving more responsibly. A copy of our letter and Ms. Rogren's response are attached as Attachments 1 and 2.

Despite the efforts of CCWD personnel to drive responsibly, we have observed vehicles driven by visitors to the neighborhood, workers for the cell towers, workers for TEG and large delivery trucks attempting to make deliveries to TEG's lot drive backwards down Upper Miramar Drive. We have videos of this dangerous driving and will provide them upon request.

Upper Miramar Drive was made more hazardous in January of this year, when TEG, over the strong objections of the majority of residents, cut down about 30 trees on the planted median abutting Upper Miramar Drive, **exposing a steep cliff which is no longer marked by trees.** This eliminated any delineation of the side of Upper Miramar Drive making driving backwards down this road even more hazardous. Moreover, if a vehicle were to skid and drive over the edge of the cliff, there would be no trees to break its fall. See Attachment 3.

PG & E's Plans to Underground the Power Lines on Upper Miramar Drive in the Near Future Will Increase Truck Traffic on Upper Miramar Drive Further Undermining Public Safety

PG & E has made several visits to our neighborhood and announced plans to move our overhead power lines underground in the interest of fire safety. They are especially focused on moving the power lines serving the Miramar Tank underground. We are concerned that the increased number of work vehicles on the hill combined with the illegal fence will result in even more trucks being forced to drive backwards down Upper Miramar Drive.

The Illegal Fence Increases the Risk of Accidents at the Intersection of the 655 Driveway Easement and Upper Miramar Drive

The illegal fence creates an extremely narrow choke point where the driveway easement for 655 Miramar Drive makes a sharp turn into the narrow gravel roadway of Upper Miramar Drive. If two cars meet at that intersection, one of them has to either back down Upper Miramar Drive or back up the narrow, curving driveway easement constrained by the fence, creating a high risk of accidents. We personally have experienced the hazards of this intersection.

On Easter Sunday, April 4 we visited the Blantons at their home at 655 Miramar Drive located at the top of the driveway easement. At about 7:15 PM, as we drove down the driveway easement to return home Trip Choudhry, one of the principals of TEG, drove up Upper Miramar Drive and turned into the easement driveway to park on his lot. Because of the fence, there was no room for him to pass us so we were forced to back up the curved easement driveway uphill to allow him to drive onto his lot. It was extremely difficult to avoid backing into the TEG fence while at the same time trying not to skid forward and hit Choudhry's car head on. Fortunately, there were no collisions.

We have also observed other hazardous driving situations where one or more trucks or cars were parked on Upper Miramar Drive or on the CCWD lot and a vehicle was attempting to enter or exit the easement driveway. Because of the obstruction posed by the fence, one or more vehicles sometimes needed to back up downhill where a skid could result in an accident.

Public Safety Vehicles Responding to Emergencies May Be Slowed Down by the Fence

We are also concerned that in the event public safety vehicles need to respond to an emergency on one of the three parcels on the hill, their ability to quickly access those properties and/or safely depart could be impaired by the fence. In an emergency, seconds count and an extra ten seconds spent trying to maneuver around a fence can make all the difference. In fact, about two years ago, a Sheriff's

Department vehicle, while backing down Upper Miramar Drive, after responding to an incident on the hill, skidded into and damaged several mailboxes along the side of the road.

TEG's Fence Does NOT Qualify for a CDX

The Summary of Case Activity (PLN2018-00426) indicates that TEG has argued that the fence qualifies for CDX because it "maintains" an "existing facility" on the TEG lot since it "provides security and protection" for a water pump and fire hydrant located on the TEG lot.

The water pump does not serve the TEG lot and serves only the residence at 655 Miramar Drive, the lot at the top of the hill adjacent to the TEG lot. Moreover, the fence protects neither the pump nor hydrant. Attachment 4 shows a picture of the fence in relation to the pump and fire hydrant and makes it clear anyone can easily access the pump and the fire hydrant by simply walking up the road. It appears the only purpose served by the TEG fence is as a convenient place to install surveillance cameras and to hang large posters.

The Illegal Fence Has Become More of a Public Safety Hazard as Neighborhood Circumstances have Changed.

When we moved here in June 2012, the Church family who had originally owned the TEG lot and created the driveway easement still lived at 655 Miramar. There were no fences on the TEG lot and vehicles - including CCWD personnel, workers and visitors - could easily turn around by the water tank and drive safely down the hill and/or enter and exit the driveway easement.

Since the fence was installed in 2017, more families have moved into the neighborhood increasing the number of kids to seven who are biking and playing on the streets. Traffic on Upper Miramar Drive has increased since a new family moved into 655 Miramar which had been unoccupied for over a year. Power shutoffs have resulted in more work trucks driving to the Miramar tank as cellular providers move portable generators to the site to provide emergency power. Additionally, PG & E work trucks required to underground the power lines to the Miramar tank will also increase traffic congestion on Upper Miramar.

Under these circumstances, the illegal fence poses more of a safety hazard than ever before. We request the County to take whatever action necessary to ensure that this fence is removed as soon as possible before it results in a tragic accident.

Sincerely,

Anne C. Martin

Richard L. Martin

--

Anne

Anne C. Martin

The undersigned Half Moon Bay Development Co. a corporation does hereby certify that it is the owner and proprietor of, and the only party in interest and the only party whose consent is necessary to pass a clear title to the lands and premises designated and delineated on the within and accompanying map or plat entitled "Map of Sub-division of Block number 10 'Miramar Terrace' situate near Half Moon Bay, San Mateo County, California; that it has caused said lands and premises to be mapped and plotted as shown hereon and subdivided into blocks and lots for the purpose of sale, that it does not intend by the making, mapping and plotting of said lands as shown hereon to dedicate to the public or to public use any of the streets, avenues or highways delineated on this map, and it does hereby expressly declare that none of the streets, avenues or highways designated and shown hereon are in any manner, or for any purpose dedicated to the public or to public use, all purchasers of any block or lot or other parcel of land shown hereon shall have such right of way for ingress or egress over said streets, avenues and highways as may be necessary to the full enjoyment of the lands so purchased subject to such reasonable restrictions as said corporation owner may deem advisable. Said corporation owner does hereby acknowledge the making, mapping and plotting of said lands and premises as shown hereon.

In Witness Whereof said corporation has caused this Certificate to be signed and executed by its duly authorized proper officers under its corporate name, attested by its corporate seal this 17th day of July 1907.

(signed) Half Moon Bay Development Company
J. Hall Lewis President
Chas. H. Kendrick Secretary.

(Seal)

does not intend to dedicate to the public

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss
On this 20th day of July 1907 before me O.A. Eggers a Notary Public, in and for said City and County of San Francisco, duly commissioned and sworn personally appeared J. Hall Lewis and Chas. H. Kendrick known to me to be the President and Secretary respectively of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year on this Certificate first above written.

(signed) O.A. Eggers
Notary Public in and for said City and County of San Francisco, State of California.

rejected by board in 1907

Miramar Drive, Terrace Avenue, Hermosa Avenue, Alto Avenue, Lane "A" are hereby rejected by the Board of Supervisors of San Mateo County as not dedicated to the public or to public use in accordance with and subject to the terms of a resolution of said Board adopted the 5th day of July 1907.

(signed) Jos. H. Nash
Clerk of said Board.

I do hereby certify that there are no liens for unpaid State, County, Municipal or other taxes, except taxes not yet payable against the tract or subdivision of land or any part thereof shown on the within map.

(signed) W.H. Underhill
County Auditor of San Mateo County, State of California

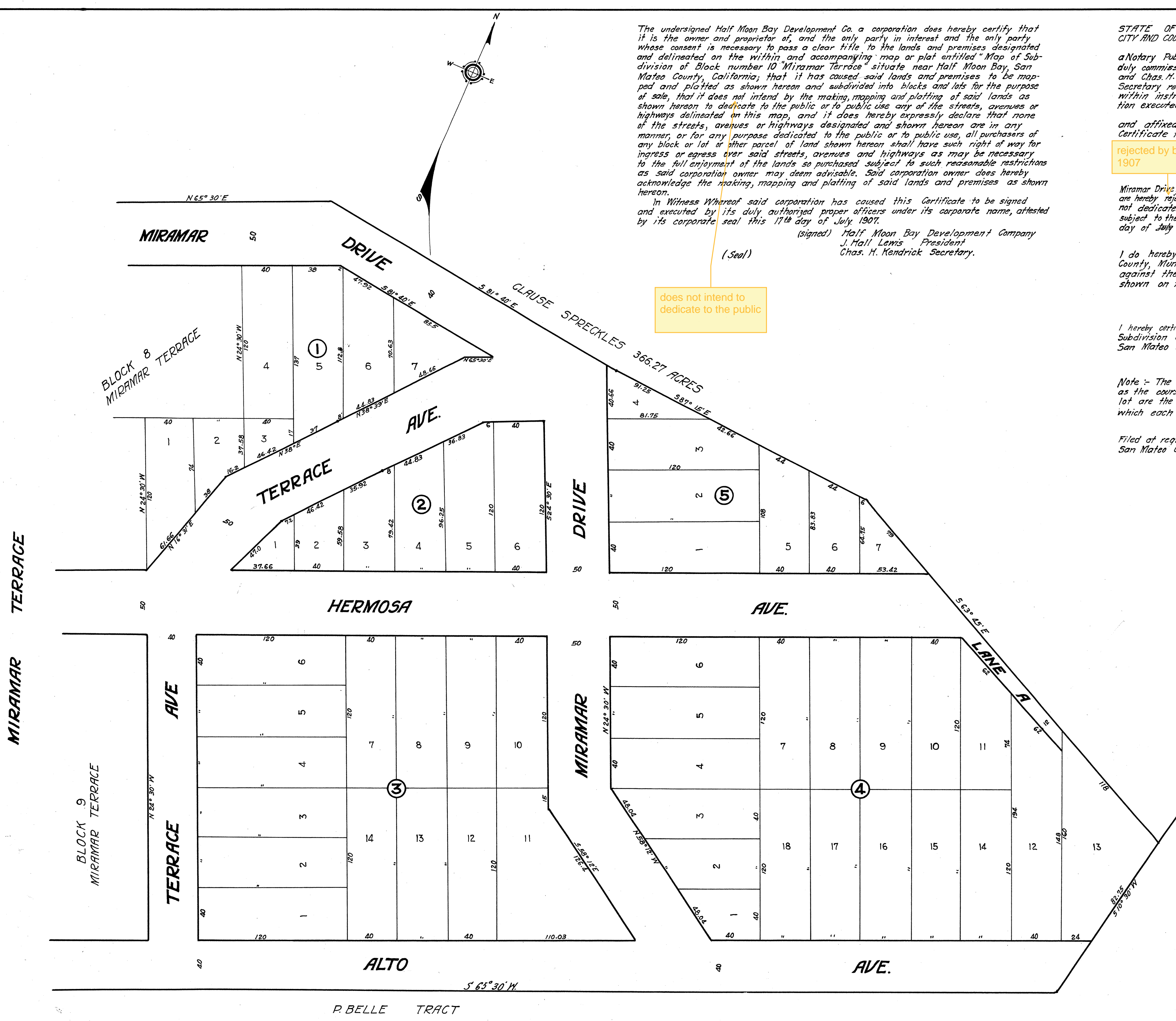
I hereby certify that the above is a correct copy or map of the Subdivision of Block 10, Miramar-Terrace Tract at Half Moon Bay, San Mateo Co., Calif. as surveyed by me Oct 4, 1906.

(signed) A.F. Michaels
Civil Engineer and Surveyor

Note:- The courses of the boundarylines of each block are the same as the courses of abutting streets, the boundary courses of each lot are the same as the boundary courses of the blocks in which each lot is situated.

Filed at request of J.J. Bullock Aug. 5th A.D. 1907 at 4 o'clock P.M. San Mateo County Records.

(signed) J.F. Johnston County Recorder
by Pauline E. Hanson Deputy.



MAP OF
SUBDIVISION OF BLOCK 10
MIRAMAR TERRACE
HALF MOON BAY DEVELOPMENT CO. OWNER
SCALE-50FT=1 INCH.

I hereby certify this to be a true copy of an original map recorded in Map Book 5 at page 19.

Geo. A. Vorse
County Surveyor and Ex-officio
Deputy County Recorder of Maps









Terrace Ave

620 Miramar Dr

Miramar Dr

RE: Extensive tree cutting and clearing on public property**Diana Shu** <dshu@smcgov.org>

Wed 1/13/2021 10:34 AM

To: Lisa Aozasa <laozasa@smcgov.org>**Cc:** John Bologna <jbologna@smcgov.org>; Steve Monowitz <smonowitz@smcgov.org> 5 attachments (1 MB)

5-RSM-PG019-SUBDIVISION OF BLOCK 10 MIRAMAR TERRACE (1) dys.pdf; IMG_0360.jpg; IMG_0358.jpg; IMG_0355.jpg; 620 miramar.jpg;

Hi Lisa

The location is near her parcel at 620 Miramar Drive.

It is on a strip of land between the private drive of the water tank and the portion of private roadway to the end of Miramar Drive.

I am not aware of them obtaining any permits.

Thanks for following up with Singh and Chaudry on the CDP.

Diana

From: Lisa Aozasa <laozasa@smcgov.org>**Sent:** Wednesday, January 13, 2021 10:14 AM**To:** Diana Shu <dshu@smcgov.org>**Cc:** John Bologna <jbologna@smcgov.org>; Steve Monowitz <smonowitz@smcgov.org>**Subject:** Re: Extensive tree cutting and clearing on public property

Hi Diana --

I'm just trying to get to the bottom of this -- just heard about it late yesterday. I know approximately where this is, but do you have any information on the location -- APN? And/or if they did get a permit? They don't need a permit to remove trees less than 12 inches in diameter, but in the Coastal Zone, they may need a CDP for "significant vegetation removal" which may or may not include significant trees. Any further details you have on this will help me track things down on this end. Thanks!

Lisa Aozasa, Deputy Director

San Mateo County

Planning & Building Department

From: Diana Shu <dshu@smcgov.org>**Sent:** Wednesday, January 13, 2021 8:30 AM**To:** Anne Martin [REDACTED]**Cc:** Christina Corpus <CCorpus@smcgov.org>; John Riddell (<John.Riddell@fire.ca.gov>) <John.Riddell@fire.ca.gov>;

Lisa Aozasa <laozasa@smcgov.org>

Subject: RE: Extensive tree cutting and clearing on public property

Hi Anne

I believe what I sent you stated:

- A. Roads were never dedicated to the county – private
- B. Roads were never accepted by the county – private
- C. Since no single user owns the road, you all may create a homeowners association as you all jointly have interest in the road in this subdivision. You may contact a land attorney to do this.
- D. Once you have a HOA you can determine what responsibility the homeowners have and what fees you wish to charge each homeowner for their use of the road including vegetation management, drainage, paving, etc. .
- E. You may also wish to contact CalFire to see what requirements they would impose on the homeowners for fire protection along these roads.
- F. You may contact the sheriff's office if you have continued disturbance

Public Works **does not** issue permits on private roads.

Tree removal permits are issued by the Planning Department for trees over 12" diameter at breast height. Erosion – would be another area that the Code Enforcement Officer can review.

Best

Diana

From: Anne Martin <[REDACTED]>

Sent: Tuesday, January 12, 2021 10:52 PM

To: Diana Shu <dshu@smcgov.org>

Subject: Re: Extensive tree cutting and clearing on public property

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.

Dear Diana

Thank you so much for responding so promptly to my email.

Can you please provide me with the documentation that shows that all neighbors have a right to use this private road? We can't find any information in our deeds and when the Sheriff was called out by the majority of the neighbors about the extensive cutting and clearing, the Singhs claimed that they owned it multiple times.

You also mentioned that there was a permit issued for this work. The Singhs never mentioned they had a permit and the gentleman whom I spoke to in enforcement didn't mention it. Could you please tell me where I can get a copy of this permit and who reviewed the application for this project. I am shocked that the neighbors never received notice of a project that has completely altered the character of their neighborhood and appears to create a significant erosion problem since the hill above a portion of this private road was literally stripped of vegetation.

Attached are pictures that I took of the hill above are road that has been stripped of vegetation.

Thank you so much.

On Tue, Jan 12, 2021 at 4:18 PM Diana Shu <dshu@smcgov.org> wrote:

Hi Ann

Scott asked me to respond to you regarding this situation.

My understanding is that county code enforcement reviewed their project and determined that they could cut down trees less than 12" diameter at breast height without permit.

If greater than 12" in diameter, then they would need a tree removal permit.

The right of way on Miramar Ave between Terrace and End of Road is a private road. As residents, all the neighbors have a right to use this road for access. So Singh and Choudhry could cut down the trees unless a majority of neighbors protest. If Singh and Choudhry continue, then you will need to sue them for damages.

As we have no jurisdiction over this portion of roadway, I suggest you contact your neighbors to send them a petition to cease and desist.

Best

Diana

From: Anne Martin < >

Sent: Tuesday, January 12, 2021 2:49 PM

To: Scott Burklin

Subject: Extensive tree cutting and clearing on public property

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.

Dear Scott

I am writing to inform you that two individuals in our neighborhood – TJ Singh and Trip Choudhry have been cutting trees and clearing brush on publicly owned land despite my and several other neighbors' strong objections. This has had the effect of transforming a significant portion of our neighborhood into a barren treeless wasteland. Singh and Choudhry are owners of APN 048 076 120 – an undeveloped parcel in the neighborhood.

Attached are maps that show the lots in the neighborhood and a survey showing the wedge shaped piece of property that is the median on which work is being done. Work is also being done on public property close to the Miramar Tank owned by CCWD.

This started Saturday Jan 9 when I saw that a crew from Orchard started cutting trees on the publicly owned median which faces the front of my home at 620 Miramar Drive. This was without any notice to me or the majority of the other neighbors on our block except for the family living at 600 Miramar.

I had been told in Sept 2020 by Mr. Rasmussen, County Roads Manager the Median and Miramar Drive is a **NOT** publicly owned right of way under county management. The property was **NOT** dedicated by the developer as public property.

Singh claimed that he owns the median and said he was "maintaining the median" pursuant to requests from neighbors (who he wouldn't name) to remove the brush and small trees since they were a fire hazard. He also said CAL fire had directed him to do this work. He said he was afraid of being sued for damage caused by a tree from the median falling on someone's house or car.

Because he was planning to cut down trees directly in front of my home, I called the sheriff. After the Sheriff spent 4 hours in our neighborhood, he was not able to conclusively establish who owned the median. He did get Singh to agree to refrain from cutting any trees on the median in front of 610, 620 and 630 Miramar Drive until ownership of the median is determined. The neighbors at those addresses agreed to get a survey and also stated they wanted to maintain the publicly owned median.

After doing a significant amount of tree cutting and clearing on the southern portion of the median on Saturday, Singh and Choudhry's crew returned early Monday morning and proceeded to cut more trees and clear more brush from public property on the median and also on public property going up the hill adjacent to the CCWD water tank. This was despite strong opposition from the majority of neighbors in the neighborhood.

Today the crew returned again to clear brush on the southern end of the median and cut more trees on public property. As I write the crew is continuing to cut trees and clear brush. The Sheriff has been called to this neighborhood by irate neighbors numerous times as they continue to cut tree and create a treeless barren landscape in our neighborhood. We are concerned about erosion problems since the hillside over the retaining wall has been stripped of a lot vegetation.

I am writing to ask that the County provide me with written evidence that the public right of way and median in front of my home is property dedicated to the public. Attached are several maps which we showed Singh which show that he does not own this property. He dismissed it as inconclusive and demanded we give him definite proof that this area is public property and until then he will continue to work on that property.

I am requesting written documentation from the county Miramar Drive – both the paved and dirt portion going up the hill and the median on Miramar Drive are publicly owned property.

John Bologna in Planning said that he thought this work would require an encroachment permit. I am not aware that any permit has been obtained.

Since Singh has been doing work on this property which he does not own, which significantly alters the character of our neighborhood over the objection the majority of the neighbors, I request that you issue a cease and desist order prohibiting him from doing any work on public property in this neighborhood.

Please call me at [REDACTED] if you have any questions.

--

Anne

Anne C. Martin

--

Anne

Anne C. Martin

Vegetation/Tree Removal Near APN 048-076-120

Lisa Aozasa <laozasa@smcgov.org>

Wed 1/13/2021 2:53 PM

To: Tejinder singh [REDACTED]

Cc: John Bologna <jbologna@smcgov.org>

Hello --

We've received complaints about significant tree and vegetation removal on or in the ROW in the vicinity of this property you own, which may have required a Tree Removal Permit and/or a Coastal Development Permit. If you are doing this work, you should stop immediately so that we can sort out what permits are required, if any. Can you please contact me right away and let me know if you are doing this work, and exactly where and what it involves? Thank you for your prompt attention to this matter.

Regards,

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

County's Dan John and Kevin

Tejinder singh [REDACTED]

Wed 1/20/2021 1:22 PM

To: Lisa Aozasa <laozasa@smcgov.org>

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.

Dear Lisa,

I am tremendously appreciative of everything you and your team does for our community.

However, today John Bologna, Dan Krug and Kevin Thorpe were trespassing deep inside our property, completely unannounced and without even informing us. Please see them on our property in the link below.

<https://www.dropbox.com/s/0e0bhaiqpja3wh3/1%20Tresspasing.mp4?dl=0>

The following two issues were even more disturbing:

1. In a condescending tone, John Bologna mentioned that he was getting calls from neighbors against us claiming that we had cut trees that required permits located on Miramar Drive, a Private Road. He had already made up his mind because of those calls, that we were in the wrong. He said he knew the names of each of the neighbors, but did not know our names but had already made up his mind that we were in the wrong. He mentioned that he was here to send us a violation letter to implicate us.

He had already made up his mind to implicate us and was here only to find ["make up"] a violation - he said so.

2. Not having found any violation, John asked Dan Krug to speculate which tree cut at the ground surface might qualify as a violation. Then Dan got creative and was looking for the longest possible length of the cut and in a very bizarre speculation claimed that this would have required a permit. He was measuring 13 inches at ground level and speculated that this would be a tree that would require a permit. He then got even more creative. Since the cuts are not complete circles, he then tried to pick the largest dimension that he could find. When I spotted his pattern of conduct, he started picking the largest dimension and any other one and said that he would average the two and then speculate that it would require a permit.

The Fact: We have and had no interest in removing any vegetation until we received the letter from the Fire Dept which is attached again for your convenience. I had previously mentioned to both you and to Summer that we have no interest in removing any tree which might require a permit. Every tree that is removed costs me extra money and I gain nothing other than comply with the Fire Dept notice. We made every measurement at 4.5ft and the crew removed only the vegetation that did not require a permit.

I even asked for and received a clarification from Summer as below which I forwarded to the Crew.

Hello TJ,

For a multi-trunk euc, we would consider each trunk or leader individually so if the smaller leader is less than 38 inch circumference at its cut then a permit would not be needed to remove this smaller leader.

*Regards,
Summer*

*Summer Burlison
Senior Planner
San Mateo County Planning & Building Department*

The complaint with the Fire Dept was filed by the same neighbors who are now complaining that we are complying with the Fire letter. It has already cost us \$25,000 and we never expected to have to expend any funds for this purpose.

Please See below the texts and emails from the neighbors:

(A) [Yesterday Jan 19th after the Wind storm] We are OK TJ and thank you for asking. We did have a big branch come straight through the roof and the living room ceiling, and the roofers are patching things right now. Sadly, the 100 foot pine tree in our front yard went down and smashed our neighbors roof, so there will be quite a bit of cleanup and repair for him. You probably saw that on your way down the hill. - William Stephen Wilson 690 Miramar Drive

(B) [Two weeks ago] The trees here are very dangerous if there is ever a fire. And the ones in the median are likely to snap and fall on my house or the neighbors'. I always worry when the winds are blowing up here.

*[Yesterday Jan 19th after the Wind storm]
I have been saying this for 20 years to anyone that would listen!!
There were some that were a real danger up here.
- Amar & Linde Cheema 640 Miramar Drive*

*(C) Hello TJ
My name is John Whitley. I live @ 630miramar just above you. It was very nice to have met you at the block party. I wanted to ask you if you would be willing to trim/remove a couple of the trees on road up here, they are growing over the road and I'm worried that the wind possibly could blow them down onto one of the houses. Thank you in advance and we will be looking forward to meeting you again sometime soon.*

We have not violated any tree code and I look forward to talking with you at your convenience.

With kind regards
TJ Singh

Re: Private Road

Tejinder singh [REDACTED]

Wed 1/20/2021 3:01 PM

To: John Bologna <jbologna@smcgov.org>**Cc:** Lisa Aozasa <laozasa@smcgov.org>; Daniel Krug <dkrug@smcgov.org>; Summer Burlison <sburlison@smcgov.org>; Julie Trinkala [REDACTED]; HMB CA [REDACTED]; Orrington <tsc@orringtongp.com>; amy walia [REDACTED]

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.

Dear John,

I am constrained to further add the following:

1. Your tone today was condescending;
2. You were acting on Anne Martin's behalf as her agent. Your communication and actions with Dan Krug, a public official, are a misuse of public service and use of public officials for an individual's own benefit. Your actions are apparently in violation of Cal. Penal Code §518. Cal. Gov. Code §8314; 18 USC §§1341, 1343 and 1346.
3. You were trespassing on our property without even informing us.

I am copying a few of our concerned neighbors who are appalled by your actions.

With warm regards
TJ Singh

On January 20, 2021 at 1:48 PM, tj singh [REDACTED] > wrote:

Dear John,

1. You started off prejudiced assuming we were in violation.
2. The area you are referring to is a Private Road.
3. Dan Krug has provided no evidence of any violation. I await for his evidence.

Thanks
With regards
TJ Singh

On Jan 20, 2021, at 1:41 PM, John Bologna [REDACTED] wrote:

Mr. Singh,

I think it is great that you are neighborly; however, you need a permit to remove significant trees. Unfortunately, per the County Arborist, there were four trees that were significant that you removed.

John Bologna
Code Enforcement

From: Tejinder singh [REDACTED] >
Sent: Wednesday, January 20, 2021 1:28 PM
To: John Bologna <jbologna@smcgov.org>
Subject: Private Road

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.

Hi John,

It was a pleasure to meet with you today regarding Miramar Drive a Private Road.

The vegetation removal complaint with the Fire Dept was filed by the same neighbors who are now complaining that we are complying with the Fire letter. It has already cost us \$25,000 that we never expected to have to expend any funds for this purpose.

Please See below some of the texts and emails from the neighbors:

(A) [Yesterday Jan 19th after the Wind storm] *We are OK TJ and thank you for asking. We did have a big branch come straight through the roof and the living room ceiling, and the roofers are patching things right now. Sadly, the 100 foot pine tree in our front yard went down and smashed our neighbors roof, so there will be quite a bit of cleanup and repair for him. You probably saw that on your way down the hill. - William Stephen Wilson 690 Miramar Drive*

(B) [Two weeks ago] *The trees here are very dangerous if there is ever a fire. And the ones in the median are likely to snap and fall on my house or the neighbors'. I always worry when the winds are blowing up here.*

[Yesterday Jan 19th after the Wind storm]

I have been saying this for 20 years to anyone that would listen!!

There were some that were a real danger up here.

- Amar & Linde Cheema 640 Miramar Drive

(C) *Hello TJ*

My name is John Whitley. I live @ 630miramar just above you. It was very nice to have met you at the block party. I wanted to ask you if you would be willing to trim/remove a couple of the trees on road up here, they are growing over the road and I'm worried that the wind possibly could blow them down onto one of the

houses Thank you in advance and we will be looking forward to meeting you again sometime soon.

We have not violated any tree code and I look forward to talking with you at your convenience

With kind regards
TJ Singh

RE: Vegetation/Tree Removal Near APN 048-076-120

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Daniel Krug <dkrug@smcgov.org>
Sent: Wednesday, January 20, 2021 6:40 PM
To: Lisa Aozasa <laozasa@smcgov.org>; John Bologna <jbologna@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi John,

We were asked to investigate a reported violation to the County's Significant tree ordinance [SECTION 12,000] at APN 048076120. The inspection took place between the hours of 10am and 10:55am

Observations:

During our inspection several trees were observed having been cut between an access road to the Coastside County Water District tank and a retaining wall to the west, located immediately adjacent APN 048076120. Within this area 4 tree stumps were observed which appeared near significant size, including 2 Monterey pine (14, and 14.5") and 2 Eucalyptus (14", and 20").

A rapid inspection of the entire parcel associated with the violation (including areas east of the access road) had been conducted to observe for signs of freshly cut stumps. Light brush removal was observed along the road side. However, no additional stumps of significant size were observed.

Methods:

Each stump was measured using a standard tape measure across the freshly cut stump. Stumps were not measured if the cut appeared old. Although most stumps were nearly round there was some natural variability in diameter depending on how the stump was measured. Measuring stump cross section varied between .5 and .75 inches. The 20" Eucalyptus stump was observed as multi-stem, which was joined above ground level and measured 20" across (10" individually).

The significant tree ordinance requires San Mateo County residents to apply for a tree removal permit when wishing to remove any tree greater than 12" diameter (38" circumference) at breast height; a standard unit of measure in arboriculture collected at 4.5' (54") above ground level. Since the trees were cut previously only stump diameter could be evaluated. However, in Forestry there are observed consistencies in difference between diameter at breast height and stump level. To calculate the difference between stump and diameter height neighboring trees of similar species and relative character can be measured at breast height and ground level in

an effort to identify an average tree's stem diameter within a specific stand of trees. For this instance one pine and one eucalyptus were measured which held similar stump characteristics and were located between the access road and retaining wall. The pine stump diameter was measured at 15" approximately 4" above ground level and 13" at breast height, while the eucalyptus measured 13" at 4" above ground level and 12" at breast height.

Although the sample set is limited all other smaller diameter trees had been removed as part of the project. Larger trees were excluded from a control measure due to advanced root taper and buttressing near ground level, which is an unlikely characteristic of suppressed, smaller diameter trees. Using the data collected we can presume a difference in stump and breast height diameter of 2" for pine and 1" for eucalyptus.

Based on this observational data estimated tree diameters at breast height could be calculated at 12", and 12.5" for pine, and 13" and 12"(composite multi-stem) for the eucalyptus. As mentioned previously the stump diameters of the multi-stem eucalyptus measured individually were 10" each. With the calculation factor of -1 inch each stem would measure 9". Calculating diameter of multi-stem trees can have varying results. Arborists often add the breast height diameter of all stems, in this case $9" + 9" = 18"$ at breast height. However, calculating the sum of all stems often inflate the diameter of a tree. Due to this it is my professional preference to measure multi-stem trees by adding the diameter of the largest stem to one-half the diameter of all additional stems. In this case since both stump diameters are of equal size the multi-stem calculation would be $9" + 4.5" = 13.5"$ cumulative inches at breast height.

While the methods for calculating adjusted diameter based on stump measurement are based on best practices there is a potential for error based on a limited sample of control trees. Due to the possibility of variable differences in breast height diameter to stump diameter, results could be easily be challenged. If more control trees were available to sample results would likely be more conclusive.

Conclusions:

The violation inspection uncovered two Monterey Pine and two Tasmanian blue gum eucalyptus stumps which when measured cross sectionally which were likely to meet or exceed the requirements for obtaining a permit pursuant to SECTION 12,000. Due to the trees having been cut to near ground level a calculation factor was determined based on representative trees within the project area which had been retained. Calculated averages based on the observed correction factors resulted in the following estimated diameter at breast heights for each measured stump (12", 12.5", 12", 13"). All of which meet the minimum requirement for permitting, 12" diameter at breast height (38" circumference).

Recommendations:

Four tree stumps had been calculated to meet minimum permit requirements and deemed a violation of the Significant Tree Ordinance. However, while the methods for calculating adjusted diameter based on stump measurement are sound there is a potential for error based on a limited sample of control trees. Due to this lack of representative data there is a distinct likelihood that tree diameters may not exceeded permitting thresholds. Therefore stump measurements for this case do not provide conclusive prove of violation.

Dan Krug

County Arborist

ISA Certified Arborist IL-4996A

ISA Tree Risk Assessment Qualified

dkrug@smcgov.org



COUNTY OF SAN MATEO
PLANNING AND BUILDING

Planning and Building Department

455 County Center, 2nd Floor

Redwood City, CA 94063

****Due to County protocol surrounding the COVID-19 outbreak I will be working remotely until further notice.**

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Tuesday, January 19, 2021 8:58 AM
To: John Bologna <jbologna@smcgov.org>; Daniel Krug <dkrug@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: Re: Vegetation/Tree Removal Near APN 048-076-120

Hi Dan and John --

Thanks so much for getting out there to check things out. There is so much animosity between the neighbors in this area, so I really appreciate you taking this time. Let me know what you find -- thanks!!

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: John Bologna <jbologna@smcgov.org>
Sent: Tuesday, January 19, 2021 8:54 AM
To: Daniel Krug <dkrug@smcgov.org>; Lisa Aozasa <laozasa@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Dan,

10 am works for me. See you then.

John

From: Daniel Krug <dkrug@smcgov.org>
Sent: Tuesday, January 19, 2021 8:50 AM
To: John Bologna <jbologna@smcgov.org>; Lisa Aozasa <laozasa@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

John,

I could probably make it to the area by 10am (I have to drop the kids off at school in the morning). Would that work for you? I could do a little later, but I have a meeting up in Daly City at noon.

Dan Krug
County Arborist
ISA Certified Arborist IL-4996A
ISA Tree Risk Assessment Qualified
dkrug@smcgov.org

**COUNTY OF SAN MATEO**
PLANNING AND BUILDING

*Planning and Building Department
455 County Center, 2nd Floor
Redwood City, CA 94063*

****Due to County protocol surrounding the COVID-19 outbreak I will be working remotely until further notice.**

From: John Bologna <jbologna@smcgov.org>
Sent: Tuesday, January 19, 2021 7:44 AM
To: Daniel Krug <dkrug@smcgov.org>; Lisa Aozasa <laozasa@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi Dan,

What time did you plan on being out there?

John

From: Daniel Krug <dkrug@smcgov.org>
Sent: Thursday, January 14, 2021 4:29 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>; John Bologna <jbologna@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi Lisa,

That's a significant difference. However, my initial thought is it looks like most of the removals were brush or unregulated trees. I will be on the Coast next Wednesday (For Parks) and could stop by the property if a site visit is urgent. Is this a vacant parcel? Should I arrange to meet John on site?

Please let me know what makes the most sense.

Dan Krug
County Arborist
ISA Certified Arborist IL-4996A
ISA Tree Risk Assessment Qualified
dkrug@smcgov.org

**COUNTY OF SAN MATEO**
PLANNING AND BUILDING

*Planning and Building Department
455 County Center, 2nd Floor
Redwood City, CA 94063*

****Due to County protocol surrounding the COVID-19 outbreak I will be working remotely until further notice.**

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Thursday, January 14, 2021 10:15 AM
To: Daniel Krug <dkrug@smcgov.org>
Cc: Joe LaClair <jlaclair@smcgov.org>; Summer Burlison <sburlison@smcgov.org>; John Bologna <jbologna@smcgov.org>
Subject: Fw: Vegetation/Tree Removal Near APN 048-076-120

Hi Dan and Joe --

We've received complaints from neighbors of this property, which the owner "cleared" to comply with an order from Coastside Fire. We need to determine if there's a violation of our regulations here -- if what work was done should've had a tree removal permit or a CDP. You can see some of what was done in these before and after pics from Fire.

Dan -- not sure what your workload is like right now, but it would be helpful if you could coordinate with John and Summer to get out there and assess the situation. Please let us know -- thank you.

Lisa

From: Summer Burlison <sburlison@smcgov.org>
Sent: Thursday, January 14, 2021 9:56 AM
To: Lisa Aozasa <laozasa@smcgov.org>; John Bologna <jbologna@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

See attached from John Riddell -- sounds like the current work may have been related still to the 2020 notice from fire, but it also sounds like have done work that would need a tree removal permit based on various cut trees from photos and from before and after photos it sure looks like they basically cleared all lower ground. Would probably be good to get a whole view of the property for better context though....if John or Dan does a site visit, I'd be happy to tag along virtually as well.

Thanks,
Summer

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Thursday, January 14, 2021 8:56 AM
To: Summer Burlison <sburlison@smcgov.org>; John Bologna <jbologna@smcgov.org>
Subject: Re: Vegetation/Tree Removal Near APN 048-076-120

Hi Summer --

Thanks -- I'm pretty sure it's a private ROW, and Singh thinks he owns it, and there's a dispute about that, but that's a civil matter. I agree we need to get eyes out there to see

what's been done. I will check with Dan and see if he can go by -- or maybe he could meet you out there, John?

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: Summer Burlison <sburlison@smcgov.org>
Sent: Thursday, January 14, 2021 8:53 AM
To: John Bologna <jbologna@smcgov.org>; Lisa Aozasa <laozasa@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi –

I've sent an email inquiry over to CFPD so will let you know once I hear back from them. I think the portions of roadway along TJ's property are private....? I'm having issues pulling up DPW's ROW map at the moment.

Now that I'm thinking about it, TJ did send me a separate email when he sent the fire notice letter the other day asking a general question (or what I thought was a general question) about whether cutting a leader on a multileader eucalyptus required a permit. I had told him that we count the leaders of a multi-trunk tree individually so if the leader being cut was less than 38" circumference at the cut then it shouldn't require a permit.

Regardless of what Fire says and whether public or private property, it seems like we would need to somehow verify whether what they are actually doing triggers the need for any permits. Maybe a site visit or virtual inspection? Let me know how I can assist further.

Thanks,
Summer

From: John Bologna <jbologna@smcgov.org>
Sent: Thursday, January 14, 2021 7:57 AM
To: Lisa Aozasa <laozasa@smcgov.org>; Summer Burlison <sburlison@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi,

I have not been out there yet. From what I read, this complaint is on the public right of way. Is it a private road? Who's property is being worked on? And have we heard back from Fire?

John

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Wednesday, January 13, 2021 6:16 PM
To: Summer Burlison <sburlison@smcgov.org>
Cc: John Bologna <jbologna@smcgov.org>
Subject: Re: Vegetation/Tree Removal Near APN 048-076-120

Thanks, Summer. I wonder if the same neighbors that complained about fire hazards are now complaining about vegetation removal! In any case, that would be helpful if you

checked with Fire to see if the work they were requiring to be done per this order was completed, or if this current work might be a continuation.

Then there's the question of whether what they're doing now triggers a tree removal permit or CDP. We won't go back to any prior work. It's frustrating, because we've given Coastside Fire language to put in their letters cautioning folks about permits needed for significant tree or vegetation removal and avoiding sensitive habitats many times -- and then they revise their letters again and it's gone. You'll note this letter has nothing to that effect.

Do you think maybe we should ask Dan to go out and provide his opinion on whether what they've done triggered a permit? John, you haven't been out there yet, have you?

Thanks for your help on this --

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: Summer Burlison <sburlison@smcgov.org>
Sent: Wednesday, January 13, 2021 4:45 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: John Bologna <jbologna@smcgov.org>
Subject: RE: Vegetation/Tree Removal Near APN 048-076-120

Hi Lisa,

He did send me a copy of the fire letter they had received back in Nov to add to the file for record. I uploaded a copy to the closed VIO case we worked back in Nov, VIO2020-00142. Sounds like there are new complaints though... Let me know if you want me to check in with Fire and see if they are still working with the applicant on that one from last year or maybe have extended it or issued a new one for this current work.

Thanks,
Summer

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Wednesday, January 13, 2021 4:22 PM
To: Summer Burlison <sburlison@smcgov.org>
Cc: John Bologna <jbologna@smcgov.org>
Subject: Fw: Vegetation/Tree Removal Near APN 048-076-120

Hi Summer --

See below -- did TJ send you a fire clearance letter of some sort? The neighbors called the Sheriff, DPW, and Code saying they were taking out trees and vegetation. I haven't seen any good pictures that show what happened, and Code hasn't been out yet. Any information you have would be helpful -- thanks!!

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: Lisa Aozasa <laozasa@smcgov.org>
Sent: Wednesday, January 13, 2021 4:12 PM
To: tj singh <[REDACTED]>
Cc: John Bologna <jbologna@smcgov.org>
Subject: Re: Vegetation/Tree Removal Near APN 048-076-120

Hi TJ --

Thanks for your quick reply. I'll check in with Summer and be back in touch soon.

Take care --

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

From: tj singh <[REDACTED]>
Sent: Wednesday, January 13, 2021 4:04 PM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: John Bologna <jbologna@smcgov.org>
Subject: Re: Vegetation/Tree Removal Near APN 048-076-120

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Dear Lisa,

I greatly appreciate your and your team's immense contributions to your community.

There is no work going on anymore or planned at this time.

No trees requiring permit were cut. Probably the same neighbors who filed a complaint against us with the Fire Dept are now complaining why we are complying with the Fire Dept letter.

In anticipation of this problem, I sent the Fire Dept letter to Summer Burlison last Thursday, so that the letter could be kept on file.

All neighbors are very concerned about all safety and security issues in the neighborhood except 2 or 3 of them, who are being a nuisance and are now inciting animosity towards us that resulted in my email below to the Police Sargent on Tuesday.

Dear Honorable Sargent Albertson,

I would like to bring to your kind and immediate attention the following.

Yesterday, on January 11, 2020 at about 9:50am Paul Blanton, the current resident of Parcel-2, (655 Miramar Drive, Parcel-2, Half Moon Bay, CA) rammed his Blue Truck 3 times on the fence, tried to run over TJ Singh with his Truck, and then hit another Worker's Truck with his Vehicle.

Based on what we both (TJ and Trip) saw first hand, it appears to be a deliberate action and an expression of animosity and hatred.

1. [At 9:40 AM](#) Paul Blanton in his Blue Colored Truck, entered the easement going towards his house, 655 Miramar Drive, Parcel [2, Half Moon Bay, CA 94019](#). TJ and Trip were sitting just outside of the existing Gravel Driveway, Supervising the Tree Cutting Work. <https://www.dropbox.com/s/m9nnw4bwiq8y5dy/Blanton%20going%20Home.mp4?dl=0>

a. at 10 Seconds, both TJ and Trip Stand up, and TJ waves at Paul Blanton.

2. After 10 minutes, knowing fully well that we are sitting there, [at about 9:50 AM](#) Paul Blanton leaves home in his Blue Truck. TJ and Trip are sitting just outside of the existing Gravel Driveway, at the same location, where Paul Blanton passed us 10 minutes earlier.

Below is the 2.53-minute Video

<https://www.dropbox.com/s/cc1uuu8yon3hspc/Blanton%20Rams%20Fence.mp4?dl=0>

a. Paul Blanton passes us at 20 Sec into the Video.

b. Stops his Truck at 25 sec. into the Video and stays halted [until 0.29](#) seconds into the video, Paul Blanton's truck is at a full standstill, the shredding equipment is on a trailer connected with a truck and is blocking further access to Paul Blanton. There is more than enough distance between Blanton's truck and the blocking vehicle. So he just needs to stay there until the blocking vehicle moves forward or backward.

c. At 30 sec Blanton decides to reverse his truck knowing fully well that both TJ and Trip were behind his vehicle. As Blanton reverses, he rams the passenger side and rear end of his Truck into the Fence. This reversing activity lasts until 33 seconds.

d. He then decides to move forward from 34 seconds until 38 seconds.

e. At 39 seconds Blanton decides to reverse again and then move forward again until 47 seconds. At 40 seconds, Blanton reverses and rams the front passenger side of his Truck on the Fence for the 2nd time. At 46 seconds, Blanton reverses and rams his front passenger side, passenger door of his Truck on the Fence for the 3rd time at 46 sec, into the Video

f. At 46 sec to 48 seconds, TJ tells Paul to hold it, hold it, we will take care of it. Meaning please stay where you are we are getting the truck attached to trailer moved to make way for you.

g. At 48 seconds Blanton is communicating with TJ looking through the driver side open window at TJ Singh.

h. Blanton is stopped from 48 seconds until 52 seconds.

i. When Paul Blanton's vehicle is stopped, TJ walks towards the entrance of the easement, but as soon as TJ was in front of Blanton's truck, (and between the truck and the trailer), Paul Blanton released the brake of his Vehicle, as seen at 52 sec into the Video an apparent attempt to squeeze TJ with his Truck from the front and with the Trailer behind him.

j. Paul Blanton then stops his truck at 53 seconds and Paul Blanton's truck remains stopped until 58 seconds.

k. Then at 58 seconds, for the second time Paul Blanton again released his brake with TJ still in front of his truck and hit the shredder trailer at 1.01 sec. The mass of the shredder trailer did not let Blanton's truck to move forward and at 1:04 second, TJ is heard telling Blanton that he almost ran over him.

3. Here is Video from another angle of Paul Blanton trying to run over TJ with his Truck

<https://www.dropbox.com/s/f8k82vrpcpdtwtm/Blanton%20Running%20Over%20TJ.mov?dl=0>

- a. At 3 Sec, as soon as TJ is in front of Paul Blanton's Truck he releases his Brake, trying to run over TJ with his Truck
- b. At 10 Sec, Paul Blanton again attempts to run TJ with his Truck

4. Paul Blanton drives out of the easement and stops. He is not shaking, and fully appears to know what he is doing.

Below is the Video

<https://www.dropbox.com/s/rw4twufsi1zjjir/Blanton%20Leaves%20Easement.mp4?dl=0>

5. Paul Blanton now reverses again; there was no need and hits the worker Truck again.

Below is Video

<https://www.dropbox.com/s/bxwza4nt2syccmf/Blanton%20hitting%20again%202021-01-11%2010.01.42.mov?dl=0>

- a. At 24 sec Paul Blanton hits his Vehicle driver side front with the Worker passenger side bumper.

With Kind Regards
TJ Singh

Thanks

With Kind Regards

TJ Singh

On Jan 13, 2021, at 2:53 PM, Lisa Aozasa <laozasa@smcgov.org> wrote:

Hello --

We've received complaints about significant tree and vegetation removal on or in the ROW in the vicinity of this property you own, which may have required a Tree Removal Permit and/or a Coastal Development Permit. If you are doing this work, you should stop immediately so that we can sort out what permits are required, if any. Can you please contact me right away and let me know if you are doing this work, and exactly where and what it involves? Thank you for your prompt attention to this matter.

Regards,

Lisa Aozasa, Deputy Director
San Mateo County
Planning & Building Department

KRAMER BOTANICAL

Biological Consulting – Certified Arborist



January 29, 2021

Mr. Tejinder Singh
18 Terrace Ave
Half Moon Bay, CA 94019

Re: Trees Removed Abutting 655 Miramar Drive in Response to Coastside Fire Protection District Correction Notice.

Dear Mr. Singh,

Per your request, I recently visited a narrow strip of land west of and abutting 655 Miramar Drive (APN 048-076-120), in San Mateo County, CA. Some trees on this site had recently been removed to comply with a Coastside Fire Protection District Correction Notice dated October 28, 2020 requiring that dense stands be thinned to reduce the fire load.

At the time of my January 22 site visit, Mr. Singh indicated that he had instructed the tree removal service to remove only trees that did not require a removal permit. Subsequently, a neighbor expressed concern regarding the size of trees that were removed. The purpose of my visit was to provide an opinion regarding whether or not any of the trees removed for the thinning project would have qualified as a San Mateo County “Significant Tree”. A San Mateo County permit is required to remove a Significant Tree.

The County defines a Significant Tree as “any live woody plant rising above the ground with a single stem or trunk of a circumference of thirty-eight inches (38”) or more measured at four and one half feet (4 ½ feet) vertically above the ground or immediately below the lowest branch, whichever is lower, and having the inherent capacity of naturally producing one main axis continuing to grow more vigorously than the lateral axes.”

During my visit, I documented all cut stumps on the site with a circumference approaching 38” or more, measuring the trunk circumference just below the removal cut (approximately 3-5 inches above the ground). A total of ten tree stumps were documented. These include six blue gums (*Eucalyptus globulus*), three Monterey pines (*Pinus radiata*), and one toyon (*Heteromeles arbutifolia*). For each stump documented, the tree species and the cut stump circumferences are listed by below by assigned number (1-10) in Table 1. Images of all cut stumps documented are provided with this letter report as Appendix A.

Tree 2 originally had two trunks from the base (Photo 2, Appendix A). According to San Mateo County Planner Ms. Burlison (email January 11, 2021), for a multi-trunk eucalyptus, the County would consider each trunk individually. Because the larger trunk at 34.5” circumference at the cut is “approaching” the 38” significant tree threshold, it is included in Table 1 for this report.

The second trunk, at only 25” circumference at the cut, is well below the 38” significant tree threshold and is therefore not included in Table 1.

All woody debris from cut trees had already been cleared from the site at the time of my visit and tree trunks were no longer available to measure. Therefore, standing trees remaining on or adjacent to the thinned site were selected to serve as reference trees to estimate trunk circumferences at 4 ½ feet above the ground for trees that had been removed. Reference trees included three Monterey pine trees (*Pinus radiata*) and three blue gum trees (*Eucalyptus globulus*). For each reference tree, trunk circumference measurements were taken near the base (approximately 4 inches above the ground) and again at 54 inches (4 ½ feet) above the ground. The difference in trunk circumference between the basal measurement and 54 inches above the ground was then calculated. The averaged difference in circumference between the basal and the 54 inch high trunk measurements was then used to calculate an estimated a circumference at 54 inches high for the trees that were removed. For blue gums, average circumference difference between the trunk base and 54 inch high was 9.6 inches, and for Monterey pines, the average trunk circumference difference was 8.9 inches. The estimated circumference at 54 inches (4 ½ feet) above the ground for each cut stump documented is provided below in Table 1. All estimates fall below 38 inches.

Table 1: Actual Cut Stump Circumference and Estimated Trunk Circumference at 4 ½ feet above the ground, 655 Miramar Drive (January 22, 2021).

Tree #	Tree Species	Stump Circumference <u>measured</u> at approx. 4 inches above ground (inches)	Trunk Circumference <u>estimated</u> at 4 ½ feet above ground (inches)	Significant tree
1	Monterey pine	44	35.1	No
2	Blue gum	34.5*	24.9	No
3	Monterey pine	41	32.1	No
4	Blue gum	37.5	27.9	No
5	Blue gum	47	37.4	No
6	Blue gum	37.5	27.9	No
7	Blue gum	36	26.4	No
8	Blue gum	41	31.4	No
9	Toyon	42	33.1	No
10	Monterey pine	45	36.1	No

*Tree 2 originally had two trunks from the base. The second trunk was only 25” circumference at the stump cut, well below the 38” circumference significant tree threshold, so is not included here in Table 1 (see discussion above in the body of this report).

Based on my calculations using site “reference trees”, it is my opinion that none of the cut stumps documented in this letter would have qualified as Significant Trees as defined by San Mateo County Tree Protection ordinances.

If you have any questions regarding findings or other elements of this letter report, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Neal Kramer", followed by a long, sweeping horizontal flourish.

Neal Kramer, M.S.

Botanist/Ecologist, Certified arborist #WE-7833A

Kramer Botanical

PO Box 1582, El Granada, CA 94018

Office: 650.563.9943 Field: 650.208.0061

Appendix A: Photos of cut stumps documented for report
655 Miramar Drive, San Mateo County, January 22, 2021



Cut stump #1, Monterey pine



Cut stump #2, blue gum eucalyptus



Cut stump #3, Monterey pine



Cut stump #4, blue gum eucalyptus



Cut stump #5, blue gum eucalyptus



Cut stump #6, blue gum eucalyptus



Cut stump #7, blue gum eucalyptus



Cut stump#8, blue gum eucalyptus



Cut stump #9, toyon



Cut stump #10, Monterey pine

Arborist Report: County's Dan John and Kevin

Tejinder singh [REDACTED]

Mon 2/1/2021 8:04 AM

To: Lisa Aozasa <laozasa@smcgov.org>

1 attachments (3 MB)

CutTrees LetterReport w.Photos, 655 MirimarDrive-Singh, 29Jan21.pdf;

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.

Dear Lisa,

Just out of abundance of caution to allay any doubts that may still exist, I retained an experienced certified Arborist and am attaching his report. He evaluated 10 of the largest tree stumps and concluded that none of the trees were significant trees.

With kind regards
TJ Singh

On January 20, 2021 at 1:21 PM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

I am tremendously appreciative of everything you and your team does for our community.

However, today John Bologna, Dan Krug and Kevin Thorpe were trespassing deep inside our property, completely unannounced and without even informing us. Please see them on our property in the link below.

<https://www.dropbox.com/s/0e0bhaiqpja3wh3/1%20Tresspasing.mp4?dl=0>

The following two issues were even more disturbing:

1. In a condescending tone, John Bologna mentioned that he was getting calls from neighbors against us claiming that we had cut trees that required permits located on Miramar Drive, a Private Road. He had already made up his mind because of those calls, that we were in the wrong. He said he knew the names of each of the neighbors, but did not know our names but had already made up his mind that we were in the wrong. He mentioned that he was here to send us a violation letter to implicate us.

He had already made up his mind to implicate us and was here only to find ["make up"] a violation - he said so.

2. Not having found any violation, John asked Dan Krug to speculate which tree cut at the ground surface might qualify as a violation. Then Dan got creative and was looking for the

longest possible length of the cut and in a very bizarre speculation claimed that this would have required a permit. He was measuring 13 inches at ground level and speculated that this would be a tree that would require a permit. He then got even more creative. Since the cuts are not complete circles, he then tried to pick the largest dimension that he could find. When I spotted his pattern of conduct, he started picking the largest dimension and any other one and said that he would average the two and then speculate that it would require a permit.

The Fact: We have and had no interest in removing any vegetation until we received the letter from the Fire Dept which is attached again for your convenience. I had previously mentioned to both you and to Summer that we have no interest in removing any tree which might require a permit. Every tree that is removed costs me extra money and I gain nothing other than comply with the Fire Dept notice. We made every measurement at 4.5ft and the crew removed only the vegetation that did not require a permit.

I even asked for and received a clarification from Summer as below which I forwarded to the Crew.

Hello TJ,

For a multi-trunk euc, we would consider each trunk or leader individually so if the smaller leader is less than 38 inch circumference at its cut then a permit would not be needed to remove this smaller leader.

*Regards,
Summer*

*Summer Burlison
Senior Planner
San Mateo County Planning & Building Department*

The complaint with the Fire Dept was filed by the same neighbors who are now complaining that we are complying with the Fire letter. It has already cost us \$25,000 and we never expected to have to expend any funds for this purpose.

Please See below the texts and emails from the neighbors:

(A) [Yesterday Jan 19th after the Wind storm] We are OK TJ and thank you for asking. We did have a big branch come straight through the roof and the living room ceiling, and the roofers are patching things right now. Sadly, the 100 foot pine tree in our front yard went down and smashed our neighbors roof, so there will be quite a bit of cleanup and repair for him. You probably saw that on your way down the hill. - William Stephen Wilson 690 Miramar Drive

(B) [Two weeks ago] The trees here are very dangerous if there is ever a fire. And the ones in the median are likely to snap and fall on my house or the neighbors'. I always worry when the winds are blowing up here.

*[Yesterday Jan 19th after the Wind storm]
I have been saying this for 20 years to anyone that would listen!!*

There were some that were a real danger up here.

- Amar & Linde Cheema 640 Miramar Drive

(C) Hello TJ

My name is John Whitley. I live @ 630miramar just above you. It was very nice to have met you at the block party. I wanted to ask you if you would be willing to trim/remove a couple of the trees on road up here, they are growing over the road and I'm worried that the wind possibly could blow them down onto one of the houses. Thank you in advance and we will be looking forward to meeting you again sometime soon.

We have not violated any tree code and I look forward to talking with you at your convenience.

With kind regards

TJ Singh

Request for meeting: VIO2017-00054

Genevieve Wortzman-Show [REDACTED]

Tue 6/22/2021 6:13 PM

To: Lisa Aozasa <laozasa@smcgov.org>; Anne Martin [REDACTED]

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.

Dear Ms. Aozasa,

I am following up Anne Martin's and my last 4 emails to you in May. We request a virtual meeting with you to discuss VIO2017-00054 at your earliest convenience.

Please let us know some times that you are available to discuss this outstanding violation. This is an urgent public safety matter that threatens my family and my home. As this is my second request for a meeting, I appreciate your prompt response.

Kind regards,

Genevieve

RE: Court Order

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] -

[REDACTED]

[REDACTED]

From: Charles Bronitsky [<mailto:charlie@charlieblaw.com>]
Sent: Monday, February 24, 2020 10:17 AM
To: Lisa Aozasa <laozasa@smcgov.org>
Cc: Jamie Cordoso <jamie@rhrc.net>; Ron Rossi <ron@rhrc.net>; Jon Rankin <jon@jonprankinattorney.net>
Subject: Re: Court Order

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Dear Ms. Aozasa:

I am responding to the email below from Mr. Singh.

While it is true that the case has been settled with the order provided, all that Ms. McIver agreed to was that the property owner, Teg Partners, LLC, was not required to remove the fences as a condition of the settlement. That is now a fait accompli in that the settlement is final and the fences are still up.

That, however, does not make the fences legal, nor did Ms. McIver agree to withdraw her complaint about the illegal fences. Nowhere in the document provided, nor anywhere else, did the Court order that the complaint about the illegal fences be closed or that the illegal fences can remain.

I would also note that the obligation to enforce the County's codes is an obligation of the Code Enforcement Officers regardless of the existence of a complaint.

I have not copied Mr. Singh on this email since as I understand it, he is still represented by Mr. Rossi and his firm and so they can share my comments with their clients should they so choose. I have also not copied the judge's clerk as the case has now ended.

Thank you,

Charlie

Charlie Bronitsky, Attorney
Law Office of Charles S. Bronitsky
O 650 918-5760 | M 650 576-8441 | charlie@charlieblaw.com
www.bronitskylaw.com | Skype: csbronitsky
533 Airport Blvd., Suite 326, Burlingame, CA 94010

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On February 24, 2020 at 10:07:01 AM, Tejinder singh [REDACTED] wrote:

Dear Lisa,

I bring it to your kind attention that the lawsuit 17-CIV-00720 to remove our fences, filed by our neighbor, Ms. McIver owner of (APN 048-076-130) was dismissed on February 10, 2020 because a settlement was reached between the parties on February 7th. This settlement was only made possible with the immensely valuable assistance from Honorable Judge Grandsaert of the Superior Court of San Mateo County.

The settlement agreement was entered into a Court Order on February 20, 2020 by Hon. Judge Grandsaert. The executed Court Order is attached.

I am copying Ms. Mayorga, Clerk to the Hon. Judge Grandsaert, Mr. Bronitsky the attorney for the Plaintiff and the complainant asking your department to remove the fences, Ms. McIver, Mr. Rankin the attorney for the Cross-Defendant and McIver's contractor, Mr. Kline and our attorney Mr. Rossi.

I reproduce below the key terms and provisions of the Order of the Court. Terms 3(m) and 3(n) on page 7, state -

3 (m) McIver shall not require the removal of the currently existing fences located adjacent to the easement nor will she take any illegal action to remove the fences.

3(n) The covenants set forth herein shall run with the land and are deemed for the benefit of the subject property and for the benefit of the Plaintiff, the named Defendants, and their respective heirs, successors, representatives, agents, executors, administrators, co-owners, co-trustees, assigns, and/or transferees.

Consequently, I will greatly appreciate your assistance and request that you may please close the complaint filed by McIvers to remove our fences (VIO2017-0054), at your earliest convenience, in compliance with the Order of the Court.

Please let me know if you may need any additional information.

Thank you

With regards

TJ Singh

APN 048-076-120