

**COUNTY OF SAN MATEO  
PLANNING AND BUILDING DEPARTMENT**

**DATE:** July 17, 2025

**TO:** Zoning Hearing Officer

**FROM:** Planning Staff

**SUBJECT:** Consideration of a Coastal Development Permit, pursuant to Section 6328.4 of the County Zoning Regulations, and a Certificate of Compliance (Type B) , pursuant to Section 7134.4.c of the County Subdivision Regulations, for the legalization of an approximately 5,550 sq. ft. parcel, located on El Granada Boulevard, in the unincorporated El Granada area of San Mateo County. This project is appealable to the California Coastal Commission.

County File Number: PLN2025-00069

**PROPOSAL**

The applicant requests a Coastal Development Permit (CDP) and a Certificate of Compliance (Type B) for the legalization of an approximately 5,550 sq. ft. parcel (APN 047-181-510; Lot 22 of Block 15), which was not conveyed as a separated parcel until after the effective date (July 20, 1945) of the County's first Subdivision Regulations.

**RECOMMENDATION**

That the Zoning Hearing Officer approve the Coastal Development Permit and Certificate of Compliance (Type B), County File Number PLN2025-00069, by making the required findings and adopting the conditions of approval identified in Attachment A.

**BACKGROUND**

Report Prepared By: Robby Miller, Project Planner

Applicant: Tim Pond

Owner: Brendan Power

Public Notification: Ten-day advanced notification for the hearing was mailed to property owners within 300 feet of the project parcel and a notice for the hearing posted in a newspaper (San Mateo County Times) of general public circulation.

Location: El Granada Blvd., El Granada (adjacent to 355 El Granada Blvd.)

APN: 047-181-510

Size: 5,550 sq. ft. (approximately)

Existing Zoning: R-1/S-17/DR/CD (One-Family Residential/5,000 sq. ft. minimum parcel Size/Design Review District/ Coastal Development District)

General Plan Designation/Local Coastal Plan Designation: Medium Density Residential

Sphere-of-Influence: City of Half Moon Bay

Existing Land Use: Vacant

Water Supply: Coastside County Water District

Sewage Disposal: Granada Sanitary District

Flood Zone: FEMA Flood Insurance Rate Map designation defines the parcel to be located within a Zone X, area of minimal flood hazard. Flood panel: 06081C0140E, dated October 16, 2012.

Environmental Evaluation: Categorically exempt under provisions of Class 15, Section 15315, of the California Environmental Quality Act Guidelines (Minor Land Divisions).

Setting: The subject parcel is undeveloped and located within an urbanized single-family residential neighborhood. The parcel can be accessed from El Granada Boulevard, an improved, public roadway. The project is adjacent to existing residences to the north, south, east, and west. The parcel has a 22.8 percent slope.

Chronology:

<u>Date</u>	<u>Action</u>
May 26, 1965	- The first separate conveyance of the subject parcel in its current configuration.
March 13, 2025	- Application Filed
April 25, 2025	- Application Deemed Complete
July 17, 2025	- Zoning Hearing Officer Meeting

## DISCUSSION

### A. KEY ISSUES

#### 1. Compliance with the General Plan

The proposal conforms with General Plan (GP) Policy 8.14 (*Appropriate Land Use Designations and Locational Criteria for Urban Unincorporated Areas*) which utilizes defined designations and densities to achieve stated land use objectives within unincorporated urban areas.

The project parcel has a GP land use designation of Medium Density Residential (6.1 – 8.7 dwelling units/net acre). The approximately 5,550 sq. ft. parcel is zoned R-1 (One-family Residential) and complies with the minimum lot size requirement of 5,000 sq. ft. of the S-17 district. The construction of a single-family residence is anticipated subsequent to the final approval of the subject application, which would result in a density of 7.9 dwelling units per acre, compliant with the maximum density.

#### 2. Conformance with the Local Coastal Program (LCP)

Staff has reviewed the project and found it to be compliant with the policies of the Local Coastal Program. The applicable policies with specific discussion are detailed below:

##### a. Locating and Planning New Development

Policy 1.5 (*Land Uses and Development Densities in Urban Areas*) which incorporates the adopted Montara-Moss Beach-El Granada Community Plan into the Midcoast Land Use Plan and defines the land use densities for each land use designation. As discussed in Section A.1 above, future development is anticipated to comply with the maximum density allowed for the subject parcel, which is designated for Medium Density Residential (6.1 – 8.7 dwelling units/net acre).

Policy 1.29 (*Legalizing Parcels*) requires a Coastal Development Permit when issuing a Certificate of Compliance (Type B) to legalize parcels under Section 66499.35(b) of the California Government Code (i.e., parcels that were illegally created without benefit of government review and approval). The County's first Subdivision Regulations requiring a subdivision permit for parcel creation went into effect on July 20, 1945 (effective date). Staff's review of a chain of title for the property shows that Lot 22 (subject parcel) in Block 15 was conveyed together with the adjacent lots in Block 15 after the effective date. Therefore, pursuant to California Government Code 66499.35(b) and

LCP Policy 1.29, a Certificate of Compliance (Type B) and a Coastal Development Permit, respectively, are required under the subject application.

Policy 1.30.d. (*Coastal Development Permit Standards of Review for Legalizing Parcels*) allows, on undeveloped parcels created before Proposition 20 (effective date January 1, 1973) or the Coastal Act of 1976, that a Coastal Development Permit shall be issued to legalize the parcel if the parcel configuration will not have any substantial adverse impacts on coastal resources and if the project complies with the standards as set forth in the Local Coastal Policies and the Coastal Development District regulations. Permits to legalize this type of parcel shall be conditioned to ensure consistency with LCP resource protection policies and a separate Coastal Development Permit, subject to all applicable LCP requirements, shall be required for any development of the parcel.

The subject parcel is a vacant parcel surrounded by existing single-family residences and accessible from an existing County Road, El Granada Boulevard. The site is not located within a scenic corridor, nor does it contain sensitive habitat; therefore, any future development on the parcel would not impact any sensitive coastal resources, such as public views or shoreline access due to the distance of the site from public viewpoints and its location on the east side of Highway 1. The legalization of the parcel is expected to result in no substantial adverse impacts on coastal resources.

### 3. Conformance with the Subdivision Regulations

Pursuant to Section 7134.2.b.(2) of the County's Subdivision Regulations, a parcel depicted as a lot on a subdivision map approved and recorded by the County prior to July 20, 1945, shall be issued a Certificate of Compliance (Type B) upon demonstrating that the current parcel boundaries match those depicted on the approved subdivision map, and the parcel was first conveyed separately from adjoining lands on or after July 20, 1945. Furthermore, Section 7134.4.c requires such Certificate of Compliance (Type B) to be subject to conditions of legalization, if necessary, and a Coastal Development Permit if within the Coastal Zone. Pursuant to Section 7134.6.b. conditions of approval may include any conditions which would have been applicable to the division of the property at the time the applicant acquired their interest in the property, except that compliance with the conditions is not required until a building permit or other grant of approval for development of the property is issued by the County. The Director of Planning and Building may defer placing conditions which relate to future development of the property, such as access and utility improvements, to such time that specific development is proposed on the property.

The subject parcel (APN: 047-181-510) is part of that certain map entitled "El Granada Highlands Subdivision No. 3, San Mateo County, California", which was filed in the office of the recorder of the County of San Mateo, State of California on October 22, 1928, in Book 17 of Maps, at Pages 27 and 28. The submitted legal descriptions describe Lot 22 on Block 15 in the current configuration.

The first separate conveyance of the subject parcel in its current configuration occurred via a Corporation Joint Tenancy Grant Deed on May 26, 1964. Therefore, a Certificate of Compliance (Type B) is required for this application as well as a Coastal Development Permit because it is in the Coastal Zone. No special conditions are required because direct road access to the subject parcel exists, and water, power, and sanitary sewer services are available. Conditions 1-4 of Attachment A are standard conditions applicable to Certificates of Compliance.

**B. ENVIRONMENTAL REVIEW**

The proposed parcel legalization is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15315, Class 15: Minor Land Divisions, which include the division of property (which a certificate of compliance establishing a parcel's legal status can be considered) in urbanized areas zoned for residential use into four or fewer parcels, when the division is in conformance with the General Plan and zoning (the parcel size exceeds the 5,000 sq. ft. minimum), no variances are required, and all services and access to the parcel are available. Based on project conformance to the criteria, the project is exempt from the California Environmental Quality Act.

**C. REVIEWING AGENCIES**

Coastside County Water District  
Granada Sanitary District  
California Coastal Commission  
Midcoast Community Council

**ATTACHMENTS**

- A. Recommended Findings and Conditions of Approval
- B. Current Assessor's Parcel Map
- C. Original Subdivision Map
- D. Chain of Title

County of San Mateo  
Planning and Building Department

**RECOMMENDED FINDINGS AND CONDITIONS OF APPROVAL**

Permit or Project File Number: PLN2025-00069

Hearing Date: July 17, 2025

Prepared By: Robby Miller, Project Planner For Adoption By: Zoning Hearing Officer

**RECOMMENDED FINDINGS**

For the Environmental Review, Find:

1. That the project is categorically exempt from the California Environmental Quality Act Guidelines pursuant to Section 15315, Class 15, related to minor land divisions (which a Certificate of Compliance (Type B) establishing a parcel's legal status can be considered) in an urbanized area zoned for residential use that is in conformance with the General Plan and zoning, no variances are required, and all services and access to the parcel are available.

For the Coastal Development Permit, Find:

2. That the project, as described in the application and accompanying materials required by Section 6328.7 and as conditioned in accordance with Section 6328.14, conforms with the plans, policies, requirements, and standards of the San\_Mateo County Local Coastal Program (LCP), specifically with regard to the *Locating and Planning New Development* Component of the Local Coastal Program Components 1.1-1.5.
3. That the project is not located between the nearest public road and the sea, or the shoreline of Pescadero Marsh, and therefore is not subject to conformity with the public access and public recreation policies of Chapter 3 of the Coastal Act of 1976 (commencing with Section 30200 of the Public Resources Code).
4. That the project conforms to specific findings required by policies of the San Mateo County LCP including *Locating and Planning New Development* and *Sensitive Habitats* Components as legalization of the parcel conforms with the Midcoast land use designation of Medium Density Residential, the requirement for a Coastal Development Permit to legalize the parcel is being pursued under the subject application, and as conditioned there is no evidence to suggest that legalization of the parcel's configuration would result in any adverse impact on coastal resources.

For the Certificate of Compliance (Type B), Find:

5. That the processing of the Certificate of Compliance (Type B) is in full conformity with the County Subdivision Regulations Section 7134 (*Legalization of Parcels; Certificate of Compliance*).
6. That the processing of the Certificate of Compliance (Type B) is in full conformance with Government Code section 66499, et seq.

**RECOMMENDED CONDITIONS OF APPROVAL**

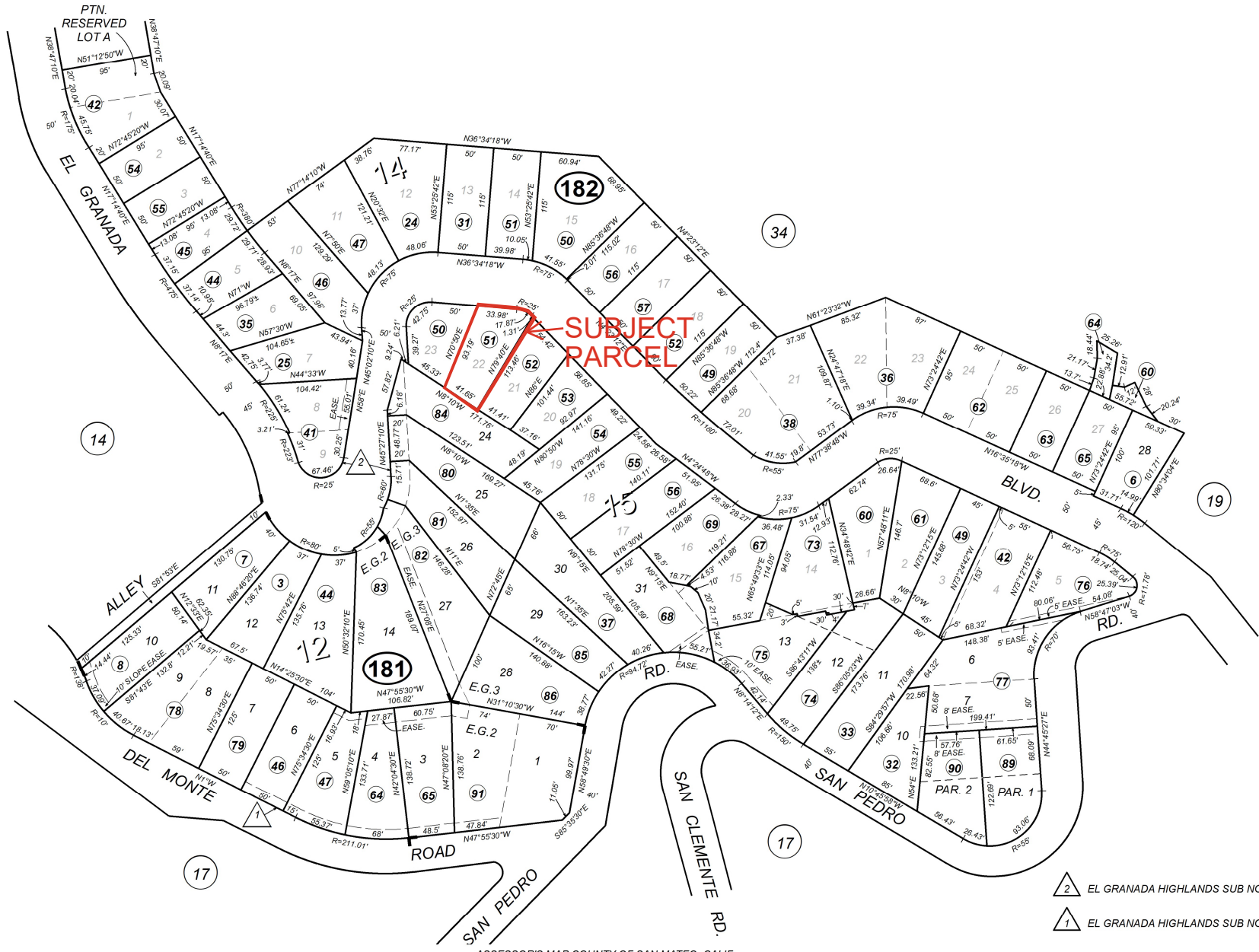
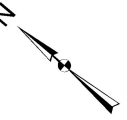
Current Planning Section

1. This approval applies only to the proposal as described in the plans, supporting materials, and reports approved by the Zoning Hearing Officer on July 17, 2025. Minor revisions or modifications to the project may be made subject to the review and approval of the Director of Planning and Building, if they are consistent with the intent of and in substantial conformance with this approval.
2. The subject Certificate of Compliance (Type B), which shall represent Lot 22, Block 15, as a legal parcel, shall be recorded prior to the issuance of any other permits related to any development on this property.
3. Prior to recordation of the Certificate of Compliance, the owner/applicant shall pay recording fee costs. The project planner will confirm the amount prior to recordation.
4. The applicant is hereby informed that any future development on this parcel will be subject to compliance with the zoning regulations, all applicable policies of the County's Local Coastal Program and conformance with the California Environmental Quality Act Guidelines for environmental review, at that time.



**COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT**

# **ATTACHMENT B**



ASSessor's MAP COUNTY OF SAN MATEO, CALIF.



**COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT**

**ATTACHMENT C**

# EL GRANADA HIGHLANDS SUBDIVISION NO. 3 SAN MATEO COUNTY, CALIFORNIA

Surveyed and Subdivided by  
**GEO. A. KNEESE**  
Civil Engineer and Licensed Land Surveyor.

**KNOW ALL MEN BY THESE PRESENTS:**  
That the El Granada Holding Company, a corporation owner in fee simple absolute of the lands embraced hereon and Horace Nelson, J.G. Gilcrest, A.R. Dias and Isabel Dias authorize the subdivision entitled "El Granada Highlands, Subdivision No. 3" and hereby cause and consent to the making and filing of this map hereof and declare it to be a true and correct plan of the survey of said subdivision.  
The land delineated hereon as El Granada Boulevard, San Pedro Road, San Clemente Road, and Isabella Road is intended and hereby offered for dedication to public use for street purposes, excepting from said offer those portions of said streets already existing as public streets.  
That the subscribers to this statement are all whose consents are necessary to the making and filing of this map.  
IN WITNESS WHEREOF, the aforementioned parties have caused these presents to be duly executed this 13th day of October, 1928.

**EL GRANADA HOLDING COMPANY**  
By George W. Winters, Pres.  
By W. J. ..., Secy  
By Isabel Dias  
By Horace Nelson

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) s.s.  
On this 13th day of October, 1928, before me, \_\_\_\_\_, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lewis W. Martin and ~~George W. Winters~~ known to me to be the President and Secretary, respectively, of the El Granada Holding Company, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named 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 last above written.

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) s.s.  
On this 13th day of October, 1928, before me \_\_\_\_\_, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Horace Nelson and J.G. Gilcrest, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

By Geo. A. Kneese  
Notary Public in and for  
the County of San Mateo.

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) s.s.  
On this 13th day of October, 1928, before me, \_\_\_\_\_, a Notary Public in and for the County of San Mateo, State of California, residing hereon, duly commissioned and sworn, personally appeared A.R. Dias and Isabel Dias, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

By Isabel Dias  
By A.R. Dias

STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) s.s.  
Lewis W. Martin, being first duly sworn, deposes and says: I am President of the El Granada Holding Company and being duly authorized, make this affidavit on behalf of and as the act of said corporation. That said El Granada Holding Company is the owner in fee simple of the lands embraced hereon and that the only other parties whose consents are necessary to pass a clear title to said lands are A.R. Dias and Isabel Dias, Horace Nelson and J.G. Gilcrest. That this map comprises two sheets, viz: Sheet No. 1, embracing the title, endorsements of affidavits, certificates, approvals, consent and certificates of acknowledgment, and Sheet No. 2, embracing the delineation of lots, blocks and streets, and showing monuments as located and appearing on the ground.  
Subscribed and sworn to before me this 13th day of October, 1928  
By George W. Winters  
Notary Public in and for the County of San Mateo, State of California.

~~Elizabeth M. Kneese, County Clerk and ex-officio Clerk of the Board of Supervisors, hereby certify that a bond in the sum of \$\_\_\_\_\_ was filed and approved by the Board of Supervisors of the County of San Mateo, State of California, to guarantee payment of taxes, a lien for such taxes, on the tract of land embraced hereon, has been duly filed with said Board.  
In Witness Whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1928.~~

County Clerk and ex-officio Clerk of said Board of Supervisors.

STATE OF CALIFORNIA ) s.s.  
The County of San Mateo, acting through its Board of Supervisors, duly assembled, had accepted and does hereby approve, the within map of El Granada Highlands, Subdivision No. 3 and hereby accepts, for and on behalf of the said County of San Mateo, and the public, all the highways, streets, avenues and public places set forth as El Granada Boulevard, San Pedro Road, San Clemente Road and Isabella Road, except the portions previously accepted and now existing as public streets, and that from and after the recording of this map, all of said highways, streets, avenues, roads and public places shall be, and thereupon become, dedicated to the public use.  
IN WITNESS WHEREOF, the said Board of Supervisors, pursuant to a resolution duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 1928, has caused this certificate to be duly executed and signed by the Clerk of said Board this 13th day of October, 1928.

By Elizabeth M. Kneese  
County Clerk and ex-officio Clerk of the Board of Supervisors  
San Mateo County, California.

FILE NO. 20776 B  
Filed for record at request of El Granada Holding Co. on the 2nd day of October, A.D. 1928 at 2:00 p.m. past 2 o'clock P.M. in Vol. 11 of Maps at pages 27 and 28, San Mateo County Records.

By George W. Winters  
County Recorder

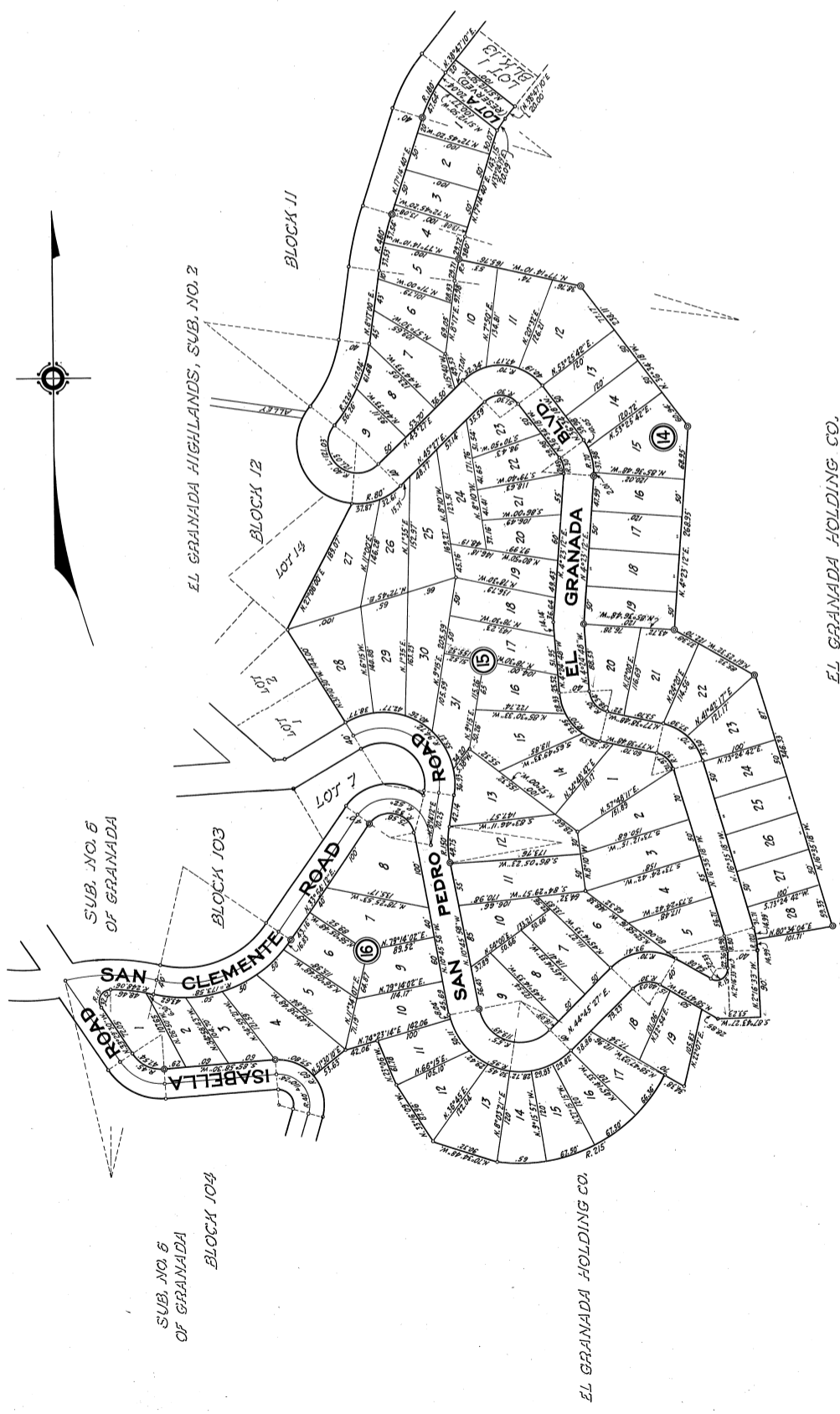
Geo. A. Kneese, County Surveyor and D. P. Flynn, County Assessor of the County of San Mateo, State of California, hereby certify that we have carefully examined each and every lot as shown on the within map as to its value for residential or commercial purposes, as required by law, and we hereby recommend approval of the within map of El Granada Highlands, Subdivision No. 3.

By Geo. A. Kneese  
County Surveyor  
By D. P. Flynn  
County Assessor

I, J. J. Shields, County Auditor of the County of San Mateo, State of California, hereby certify that there are no liens for unpaid County taxes, except taxes not yet payable, on the tract of land, or any part thereof, as shown on the within map of El Granada Highlands, Subdivision No. 3.  
Witness my hand and seal of office this 20th day of October, 1928.

By J. J. Shields  
County Auditor

Engineer's Note:  
Scale of Map: 1" = 100'  
Bearings expressed in true meridian indicates  $\frac{3}{4}$ " x 18" Iron Pipe Monument  
2"x2" White stakes at all lot corners and angle points.



**EL GRANADA HIGHLANDS**  
 SUBDIVISION NO. 3  
 SCALE: 1" = 100'



**COUNTY OF SAN MATEO - PLANNING AND BUILDING DEPARTMENT**

**ATTACHMENT D**

# CLTA PLANT INFORMATION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**FWTO-3472500245**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**Chicago Title Company**  
2025 Gateway Place, Suite 390  
San Jose, CA 95110

Countersigned By:

\_\_\_\_\_  
Maria Silvestri  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
Michael J. Nolan, President

Attest:

\_\_\_\_\_  
Marjorie Nemzura, Secretary

## ISSUING OFFICE:

Title Officer: Peter Milos  
 Chicago Title Company  
 2025 Gateway Place, Suite 390  
 San Jose, CA 95110  
 Phone: 408-436-2711 Fax: 408-295-3975  
 Main Phone: (408)271-7600  
 Email: Peter.Milos@titlegroup.fntg.com

**SCHEDULE A**

Amount of Liability	Fee	Title Officer
\$1,000.00	\$500.00	Peter Milos

Date of Guarantee: February 4, 2025 at 07:30 AM

1. Name of Assured: Brendan Power and Martin Power

2. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

3. ASSURANCES:

According to the Company's property records subsequent to October 22, 1928, relative to the Land (but without examination of those Company records maintained and indexed by name), there are no Deeds or transfer instruments describing the Land or any portion thereof, other than those shown in Schedule B.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s):** [047-181-510](#)

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 22, BLOCK 15, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "EL GRANADA HIGHLANDS, SUBDIVISION NO. 3, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON OCTOBER 22, 1928, IN [BOOK 17 OF MAPS, AT PAGES 27 AND 28](#).

J.P.N. 047-018-181-51A

## SCHEDULE B

1. Document Type: Deed  
Grantor: Lewis W. Martin, et al  
Conveyed To: El Granada Holding Co.  
Transfer Tax:  
Recording Date: September 29, 1926  
Recording No.: 69505A, [Book 256, Page 279, Official Records](#)

Affects: The herein described Land and other land.

2. Document Type: Deed  
Grantor: El Granada Holding Company  
Conveyed To: Albert T. Roche  
Transfer Tax:  
Recording Date: November 15, 1928  
Recording No.: 22305B, [Book 381, Page 323, Official Records](#)

Affects: The herein described Land and other land.

3. Document Type: Quitclaim Deed  
Grantor: Gertrude E. Roche  
Conveyed To: Albert T. Roche  
Transfer Tax:  
Recording Date: March 16, 1929  
Recording No.: 30428B, [Book 402, Page 293, Official Records](#)

Affects: The herein described Land and other land.

4. Document Type: Trustee's Deed  
Grantor: Horace Nelson and J. G. Gilcrest, as Trustees\*  
Conveyed To: Bank of America National Trust and Savings Association  
Transfer Tax:  
Recording Date: July 11, 1935  
Recording No.: 27209C, [Book 597, Page 191, Official Records](#)

\*Under that certain Deed of Trust recorded June 23, 1926, Book 240, Page 278, Official Records

Affects: The herein described Land and other land.

5. Document Type: Grant Deed  
Grantor: Bank of America National Trust and Savings Association  
Conveyed To: W. J. Schneider  
Transfer Tax:  
Recording Date: October 4, 1934  
Recording No.: 47903C, [Book 633, Page 263, Official Records](#)

Affects: The herein described Land and other land.

**SCHEDULE B**

(continued)

6. Document Type: Tax Deed  
Grantor: Ralph C. Mac Arthur, Tax Collector of the County of San Mateo  
Conveyed To: Ray T. Higgins  
Transfer Tax:  
Recording Date: January 5, 1945  
Recording No.: 36140F, [Book 1159, Page 84, Official Records](#)

Affects: The herein described Land and other land.

7. Document Type: Deed  
Grantor: Ray T. Higgins Inc  
Conveyed To: California Pacific Title Insurance Company, a California Corporation  
Transfer Tax:  
Recording Date: March 2, 1948  
Recording No.: 18077H, [Book 1449, Page 264, Official Records](#)

Affects: The herein described Land and other land.

8. Document Type: Decree Establishing Title, Superior Court, County of San Mateo, Case No. 45231  
Plaintiff: California Pacific Title Insurance Company  
Defendant: All persons claiming any interest  
Confirmed to: California Pacific Title Insurance Company  
Transfer Tax:  
Recording Date: July 29, 1948  
Recording No.: 43766H, [Book 1555 Page 666, Official Records](#)

Affects: The herein described Land and other land.

9. Document Type: Grant Deed  
Grantor: California Pacific Title Insurance Company  
Conveyed To: Mervyn R. Rathborne and Linea Rathborne, his wife and Edward H. Heller and Elinor R. Heller, his wife  
Transfer Tax:  
Recording Date: January 7, 1955  
Recording No.: 16176M, [Book 2721, Page 368, Official Records](#)

Affects: The herein described Land and other land.

10. Document Type: Grant Deed  
Grantor: Elinor R. Heller, et al  
Conveyed To: El Granada Highlands, a partnership  
Transfer Tax:  
Recording Date: March 26, 1962  
Recording No.: 53703U, [Book 4172, Page 5, Official Records](#)

Affects: The herein described Land and other land.

**SCHEDULE B**

(continued)

11. Document Type: Grant Deed  
Grantor: El Granada Highlands, a partnership  
Conveyed To: Elinor R. Heller, a widow, as to an undivided 40% interest and Mervyn Rathborne and Linda Rathborne, his wife, as joint tenants as to an undivided 60% interest  
Transfer Tax:  
Recording Date: August 20, 1964  
Recording No.: 56971X, [Book 4779, Page 674, Official Records](#)

Affects: The herein described Land and other land.

12. Document Type: Grant Deed  
Grantor: Elinor R. Heller, a widow, as to an undivided 40% interest and Mervyn Rathborne and Linda Rathborne, his wife, as joint tenants as to an undivided 60% interest  
Conveyed To: Title Insurance and Trust Company, a California Corporation  
Transfer Tax:  
Recording Date: August 20, 1964  
Recording No.: 56972X, [Book 4779, Page 678, Official Records](#)

Affects: The herein described Land and other land.

13. Document Type: Corporation Joint Tenancy Grant Deed  
Grantor: Title Insurance and Trust Company  
Conveyed To: William E. Sayers and Gloria Sayers, his wife as joint tenants  
Transfer Tax: 3.30  
Recording Date: May 26, 1965  
Recording No.: 52508Y, [Book 4959, Page 494, Official Records](#)

14. Document Type: Grant Deed  
Grantor: William E. Sayers and Gloria Sayers  
Conveyed To: William E. Sayers and Gloria Sayers, his wife, as their community property  
Transfer Tax:  
Recording Date: March 5, 1971  
Recording No.: 87750AD, [Book 5906, Page 320, Official Records](#)

15. Document Type: Grant Deed  
Grantor: William E. Sayers and Gloria Sayers  
Conveyed To: James Chueh-Hsun Chen and Ellen Hu Chen, husband and wife as joint tenants  
Transfer Tax: 11.00  
Recording Date: May 23, 1977  
Recording No.: 23648AL, [Book 7485, Page 717, Official Records](#)

**SCHEDULE B**

(continued)

16. Document Type: Quitclaim Deed  
Grantor: Kenneth B. Wilson, Lori J. Wilson, and Fred H. Schneider  
Conveyed To: James C. Chen and Ellen H. Chen, husband and wife  
Transfer Tax: 2.20  
Recording Date: October 22, 1992  
[Recording No.:](#) [92173312, Official Records](#)

and as re-recorded

Recording Date: August 11, 1993  
[Recording No.:](#) [93135204, Official Records](#)

NOTE: as of the date of recording of said Quitclaim Deed the grantors therein held no apparent record interest in and to said land

17. Document Type: Grant Deed  
Grantor: James C. Chen and Ellen H. Chen, husband and wife as community property  
Conveyed To: James Chueh-Hsun Chen and Ellen YuanYuan Hu Chen, Trustees of the Chen Family Living Trust dated October 19, 2022  
Transfer Tax:  
Recording Date: October 20, 2022  
[Recording No.:](#) [2022-074447, Official Records](#)
18. Document Type: Grant Deed  
Grantor: James Chueh-Hsun Chen and Ellen YuanYuan Hu Chen, Trustees of the Chen Family Living Trust dated October 19, 2022  
Conveyed To: Brendan Power, a married man as his sole and separate property, and Martin Power, a single man, as joint tenants  
Transfer Tax: 341.00  
Recording Date: January 22, 2025  
[Recording No.:](#) [2025-002894, Official Records](#)
19. Document Type: Interspousal Transfer Deed  
Grantor: Samantha Power, spouse of the grantee  
Conveyed To: Brendan Power, a married man as his sole and separate property  
Transfer Tax:  
Recording Date: January 22, 2025  
[Recording No.:](#) [2025-002895, Official Records](#)

**END OF SCHEDULE B**

**EXCLUSIONS FROM COVERAGE**

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

**GUARANTEE CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

**2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED**

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

**3. NO DUTY TO DEFEND OR PROSECUTE**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

**5. PROOF OF LOSS OR DAMAGE**

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. LIMITATION OF LIABILITY**

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. PAYMENT OF LOSS**

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

**11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars (\$2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars (\$2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

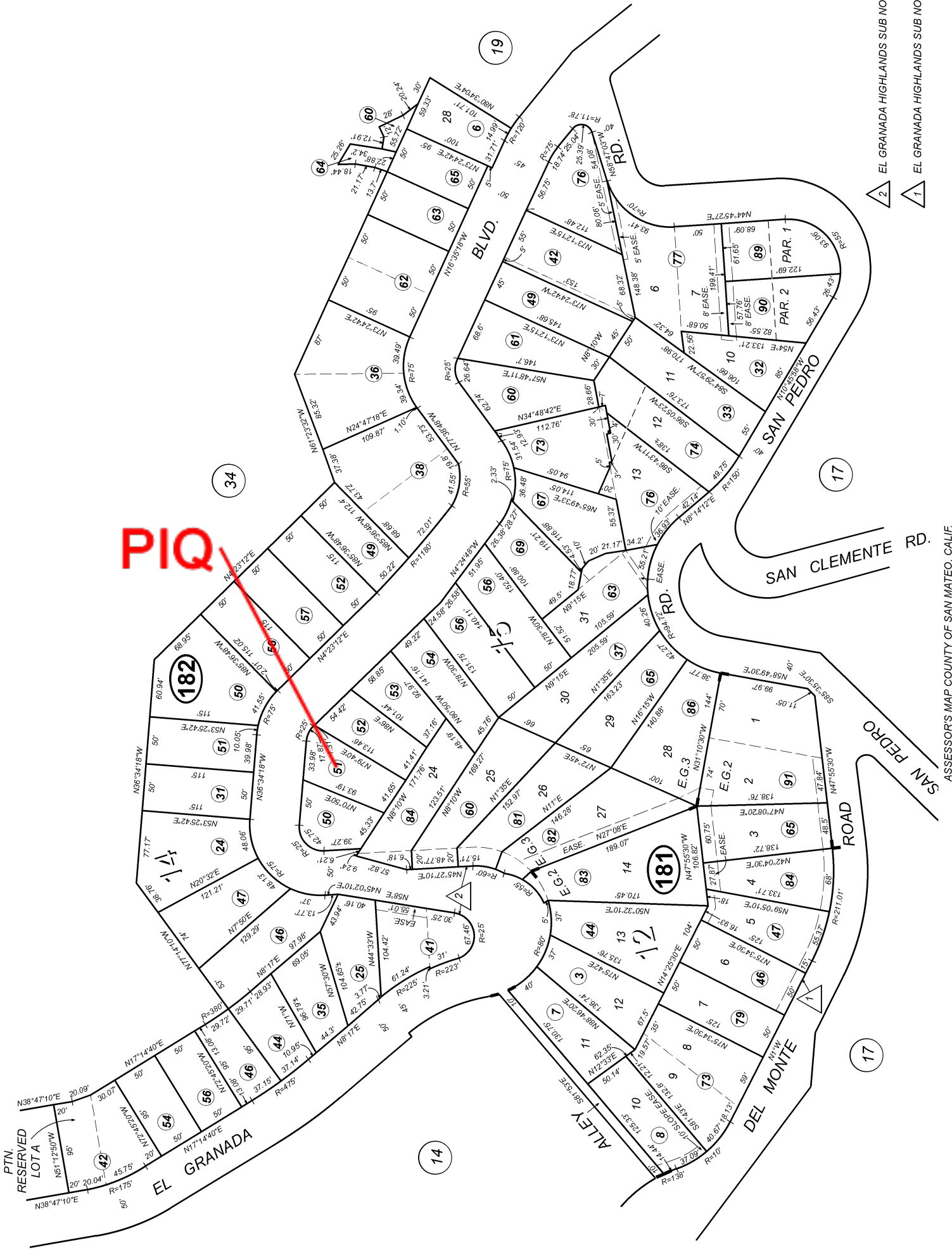
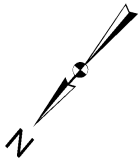
**15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Chicago Title Insurance Company  
P.O. Box 45023  
Jacksonville, FL 32232-5023  
Attn: Claims Department

**END OF CONDITIONS**

This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



2 EL GRANADA HIGHLANDS SUB NO. 3 RSM 1727-28

1 EL GRANADA HIGHLANDS SUB NO. 2 RSM 1526-28

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