

EASEMENT ACROSS 558-08-029 CONTAINED IN DEEDS OF 558-08-095/096/119

1950's & 1960's

The easement shown in earlier documents, most particularly in the Record of Survey dated June 1963, was created in 1958 by this EASEMENT DEED. The text of the legal description is show in the pages that follow. <http://webdocs.ortc.com/RD/GetTripinDocs.aspx?PTH=lnkupload&DocName=1EC697A2-01A1-4365-85E8-7CBFB4AD4EB&ON=0618014166>

BOOK 4267 PAGE 488

A non-exclusive easement for the purpose of ingress and egress and for the installation and maintenance of public utilities over a strip of land, 20.00 feet in width, the center line of which is moreparticularly described as follows:

1970s

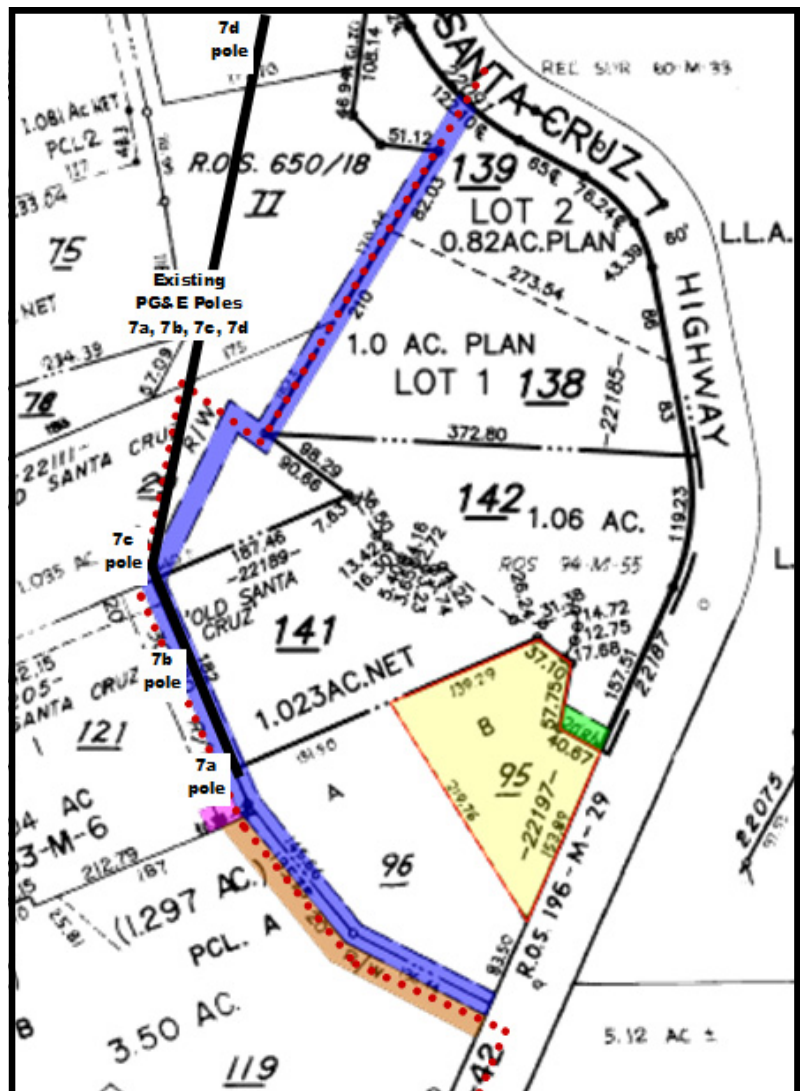
I bought parcel 558-08-119 in 1972 knowing that the easement existed and that it had significant value to me, giving me specified access across 8 other properties. I bought two of the other properties in 1976, (558-08-095 & 096). The owners of 558-08-029 at that time (Ron & Jo Ann Wisler) and their daughter were friends and regular baby-sitters, which involved extensive use of the easement by us for ingress and egress.

I applied for Building Site Approval for the 558-08-095 & 096 properties and had them surveyed in July 1977 by Mark Thomas & Company of San Jose. This easements are noted in their report and an additional report prepared by them at that time, titled "Shared Water System", dated 7/22/77, makes reference to the subject easement as being an important part of that plan. The possibility of using it for ingress, egress and public utilities was discussed at the time with the then-current County Surveyor, Dean P. Larson, who agreed with the Mark Thomas assumptions that the easements were valid.

In 1977 PG&E constructed an overhead power line (heavy black line) to my property (558-08-095), where they installed an underground service within the subject easement. Notice that the PG&E line across 558-08-29 deviates from the assessor's map (purple), and instead followed the legal description from the 558-08-095 deed. This portion of the easement therefore has been in continuous use by PG&E and by me since that time.

1980's

For over a decade my two children used the easement extensively to visit friends living on Call Of The Wild Road. There was regular pedestrian, bike and motorcycle traffic across the full length of it to the extent that a worn path was always evident. During the 1985 Lexington fire, we made extensive use of the easement, as our only exit to Old Santa Cruz Hwy and Hwy 17. During that time when Old Santa Cruz Hwy was blocked by fire equipment, San Jose Mercury reporters, police and fire emergency vehicles all used it to access their base camp, at 558-08-141.



1990's

After my son left for college, we had less need to use the easement but having future plans for it and to avoid threat of Adverse Possession claims, we have regularly walked across and driven farm vehicles across the easement multiple times per year, so as to alert any who might be affected by it that we still depend on it and intend to use it in the future.

2000's

Beginning early in the 2000's the owner of a property located immediately across Old Santa Cruz Hwy from the northern end of the easement began regular trips to my farm for business purposes. Both he and I walked the easement often, and frequently used my John Deere Gator and similar vehicles to commute across it.

Early 2010's

Several times in the recent past, occasioned by snow storms, fires, auto accidents, and mud slides, I and others have used the easement as alternative ingress and egress. Occasionally over the past 15 years, both my farm worker (Salvador Venegas) and/or I have been able to rescue stranded motorists and remove fallen trees because of it. On one such occasion in 2012 my electric vehicle ran low on battery power and was left within the easement overnight until I could have my farm worker tow it the following day. Even then, no objection was heard from the property owners regarding my continuous use of the easement for the entire decade.

2016

As part of my building site approval process for parcels 558-08-111 & 112 a professional survey of the easement was ordered from L.C. Engineering of San Jose in early 2015. I employed the same survey crew to come back in late 2016 to locate and "stake" the outline of it.

I subsequently sprayed the periphery with herbicide for the convenience of my workers, to locate the exact location as it relates to reopening the prior 1977 building site approval application for parcels 558-08-095 & 096. This prompted the first objection by the owners of 558-08-029, even though they purchased the property 13 years earlier and had countless opportunities to object to my use of the easement.

I subsequently received the attached letter;
<https://www.dropbox.com/s/mhfvntf9dseigh4/CeaseDesist22211.pdf?dl=0>
and responded accordingly.
<https://www.dropbox.com/s/rfcaekjb3w3krkq/Sullivan161229Sent.pdf?dl=0>

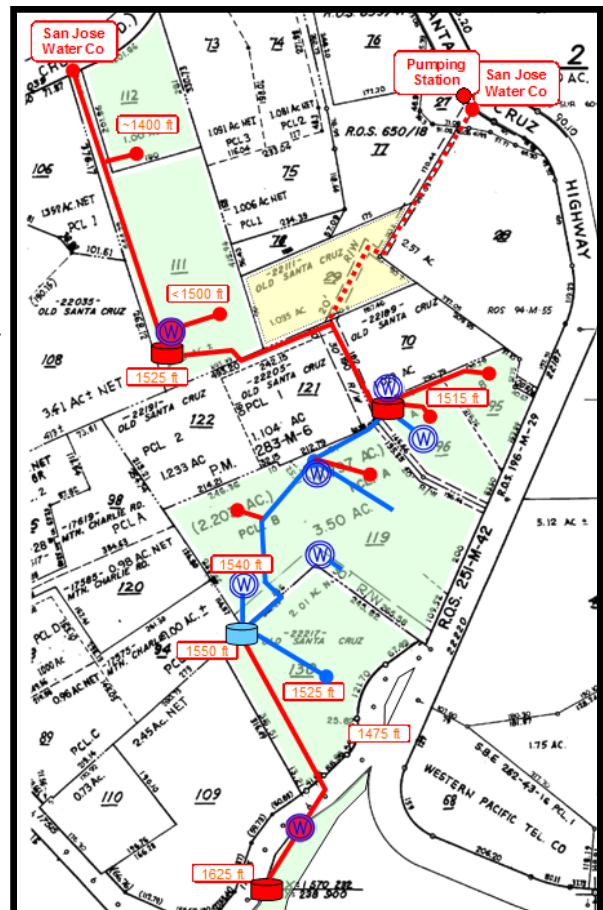
Current

I believe I am entitled to continued use of the easement for the purposes specified in the deeds of the three parcels I own (558-08-095/096/119). Unless I am legally restrained from doing so, I intend to continue using it as an alternative route of ingress and egress and for a shared water well system (shown here), serving my developments (highlighted in green).

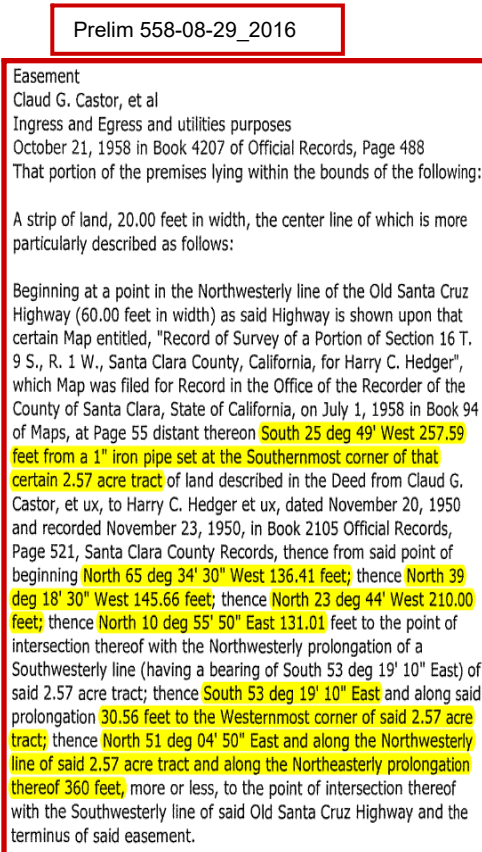
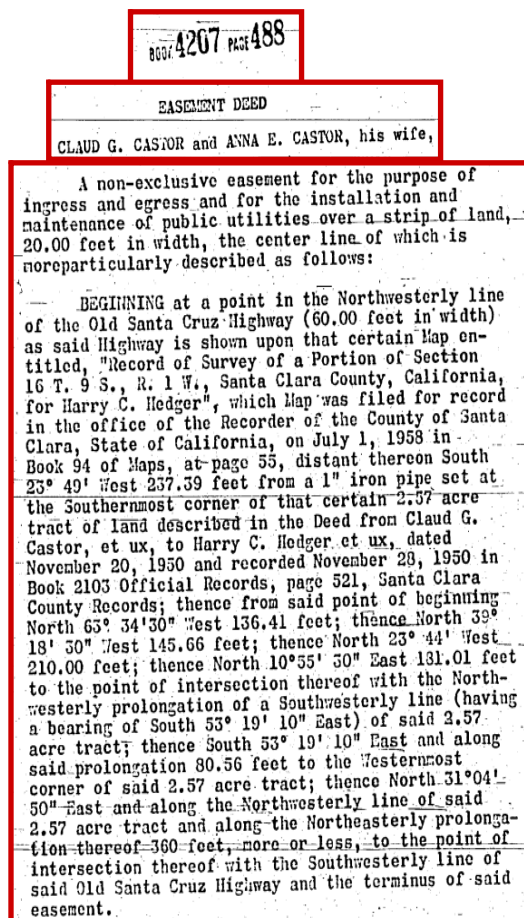
For over 40 years the gate on the southern end of the easement has been open, allowing me and others to pass freely. The gate on the northern end, having been added in recent years, has always been easy to drive around on the West side and to walk around on either side. Both these areas have recently been fenced and locked, preventing my access.

If my assumptions are correct, in order for me to use this easement, the obstructing fences and gates must be removed.

Legal Description Inconsistencies



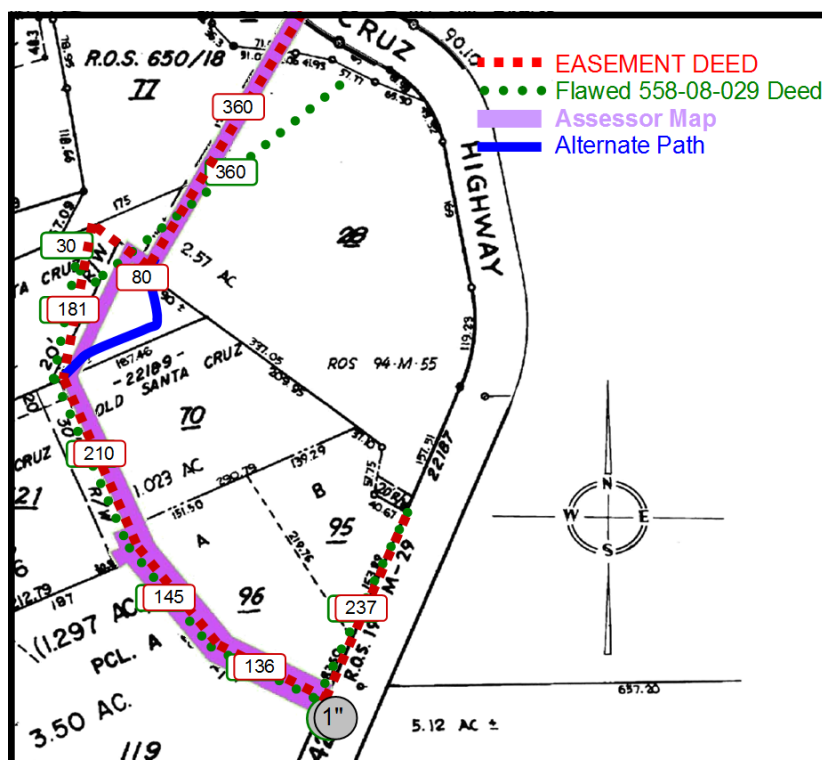
The originating EASEMENT DEED, recorded October 21, 1958, grants easements to adjacent parcels, including mine (558-08-119, 558-08-095, and 558-08-096), a 20 foot wide parcel for "ingress, egress and public utilities". Note that the assessor's map (purple) deviates from Jefferies' 558-08-029 Preliminary Title Report, and neither

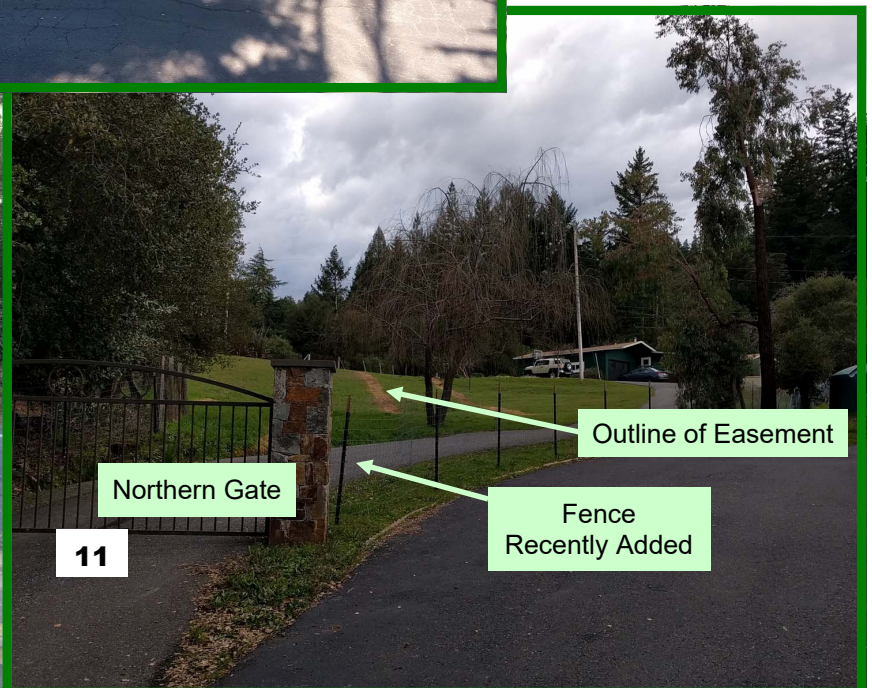
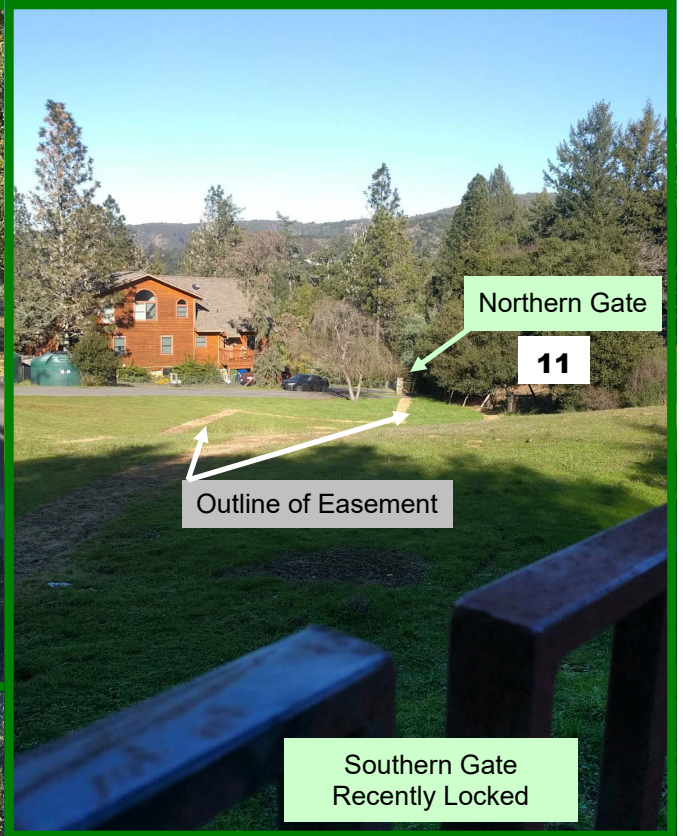


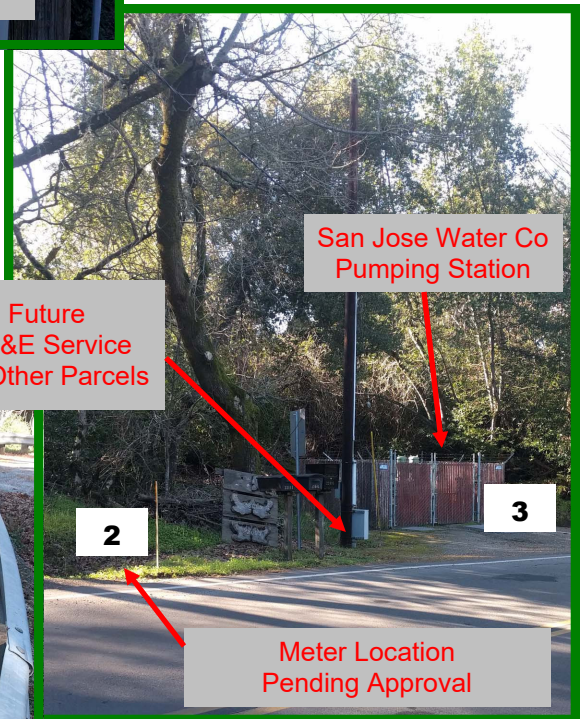
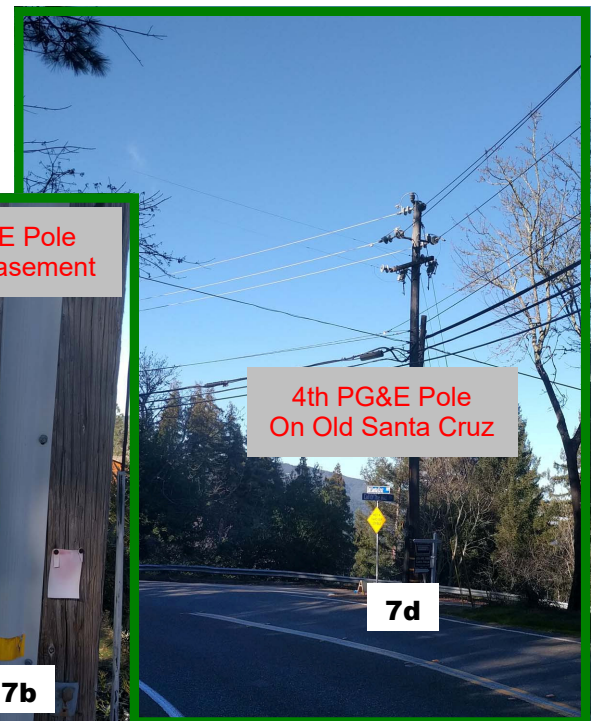
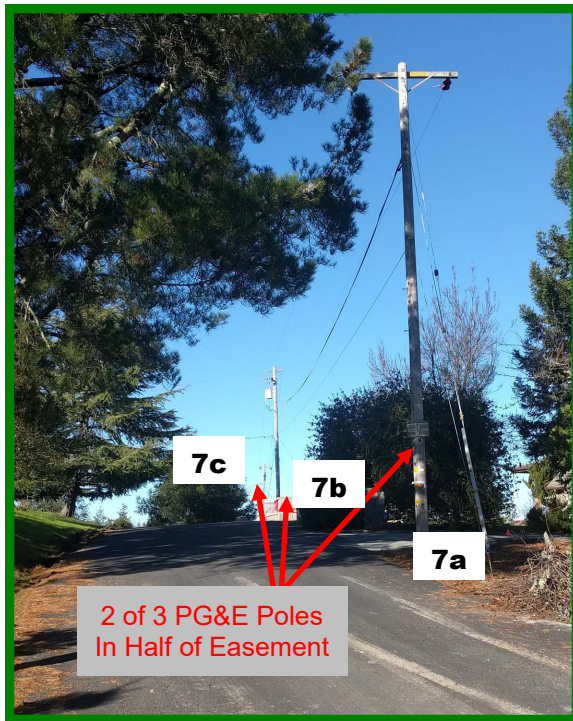
one corresponds with the original 1958 EASEMENT DEED or my 558-08-095 grant deed. The minor error (2 degrees on a 136 ft leg) between my deed and the original EASEMENT DEED, results in a negligible difference but the Jefferies deed is mathematically flawed, in that it has major errors, causing it to not close at Old Santa Cruz Hwy, as the description specifies.

Notwithstanding these discrepancies, PG&E followed the original deed when constructing power lines, further enforcing the fact that this easement has been in continuous use for over 50 years.

Jim Beck
 PATCHEN california
 22217 Old Santa Cruz Hwy
 Los Gatos, CA 95033-8863
Jim@PatchenCalifornia.com







EASEMENT DEED

CLAUD G. CASTOR and ANNA E. CASTOR, his wife, owners of lots and parcels of land within the boundaries of the easement hereafter described, HARRY C. HEDGER and ELIZABETH M. HEDGER, his wife, owners of a parcel of land within the boundaries of the easement hereafter described, THORALD L. CASTOR and MARCIA CASTOR, his wife, owners of a parcel of land within the boundaries of the easement hereafter described, and PHOEBE J. RYAN, owner of a parcel of land within the boundaries of the easement hereafter described, do hereby create and establish a non-exclusive easement for the purposes of ingress and egress and for the installation and maintenance of public utilities over the strip of land hereafter described for the common benefit of all of the lots and parcels of land now owned by each of the above-named persons, which lots and parcels are adjacent to the center line hereafter described and to the boundaries of the hereafter described easement, and do hereby release and quit-claim to each and every other party hereto and to their respective heirs, successors and assigns, an easement for the purposes aforesaid over said strip of land to the end that said easement shall be used and enjoyed in common by said owners and their successors.

Said easement shall be appurtenant to each and every lot and parcel of land adjacent to the hereafter described easement and each and every such lot and parcel shall respectively be the dominant and servient estate with respect to each and every other lot and parcel along the course thereof to the end that said easement shall be used and enjoyed in common by said owners and their successors.

The description of said easement is all that certain real property situate in the County of Santa Clara, State of California, described as follows:

A non-exclusive easement for the purpose of ingress and egress and for the installation and maintenance of public utilities over a strip of land, 20.00 feet in width, the center line of which is more particularly described as follows:

BEGINNING at a point in the Northwestern line of the Old Santa Cruz Highway (60.00 feet in width) as said Highway is shown upon that certain Map entitled, "Record of Survey of a Portion of Section 16 T. 9 S., R. 1 W., Santa Clara County, California, for Harry C. Hedger", which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on July 1, 1958 in Book 94 of Maps, at page 55, distant thereon South 23° 49' West 237.39 feet from a 1" iron pipe set at the Southernmost corner of that certain 2.57 acre tract of land described in the Deed from Claud G. Castor, et ux, to Harry C. Hedger et ux, dated November 20, 1950 and recorded November 28, 1950 in Book 2103 Official Records, page 521, Santa Clara County Records; thence from said point of beginning North 63° 34' 30" West 136.41 feet; thence North 39° 18' 30" West 145.66 feet; thence North 23° 44' West 210.00 feet; thence North 10° 55' 30" East 131.01 feet to the point of intersection thereof with the Northwestern prolongation of a Southwesterly line (having a bearing of South 53° 19' 10" East) of said 2.57 acre tract; thence South 53° 19' 10" East and along said prolongation 80.56 feet to the Westernmost corner of said 2.57 acre tract; thence North 31° 04' 50" East and along the Northwestern line of said 2.57 acre tract and along the Northeasterly prolongation thereof 360 feet, more or less, to the point of intersection thereof with the Southwesterly line of said Old Santa Cruz Highway and the terminus of said easement.

IN WITNESS WHEREOF the respective parties
hereto have executed this Easement Deed this _____ day
of August, 1958.

Claud G. Castor
Claud G. Castor

Anna E. Castor
Anna E. Castor

Phoebe J. Ryan
Phoebe J. Ryan

Harry C. Hedger
Harry C. Hedger

Elizabeth M. Hedger
Elizabeth M. Hedger

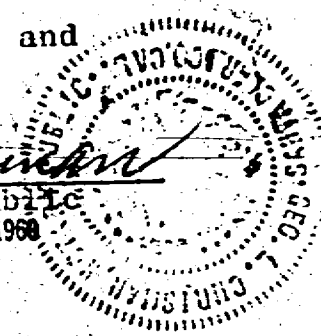
Thorald L. Castor
Thorald L. Castor

Marcia Castor
Marcia Castor
MARSHA

State of California)
County of Santa Clara) ss.

On August 18, 1958, before me,
Geo L. Chrusman, a Notary Public in and for said
County and State, personally appeared CLAUD G. CASTOR and
ANNA E. CASTOR, his wife, known to me to be the persons
whose names are subscribed to the within instrument and
acknowledged to me that they executed the same.

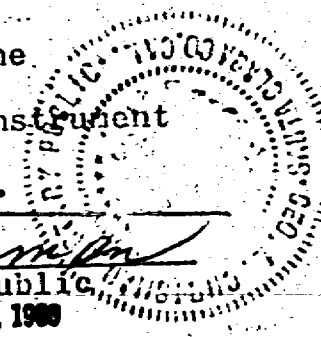
Geo L. Chrusman
Notary Public
My Commission Expires Jan. 8, 1960



State of California)
County of Santa Clara) ss.

On August 11, 1958, before me,
Geo L. Chrusman, a Notary Public in and for said
County and State, personally appeared HARRY C. HEDGER and
ELIZABETH M. HEDGER, his wife, known to me to be the
persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.

Geo L. Chrusman
Notary Public
My Commission Expires Jan. 8, 1960



State of California }
County of Santa Clara } ss.

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On August 11, 1958, before me,

Geo L. Christman a Notary Public in and for said
County and State, personally appeared THORALD L. CASTOR
and ~~MARSH~~ MARCIA CASTOR, his wife, known to me to be the
persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the
same.

Geo L. Christman
Notary Public

My Commission Expires Jan. 8, 1960

State of California }
County of Santa Clara } ss.

On August 11, 1958, before me,

Geo L. Christman a Notary Public in and for said
County and State, personally appeared PHOEBE J. RYAN,
known to me to be the person whose name is subscribed
to the within instrument and acknowledged to me that she
executed the same.

Geo L. Christman
Notary Public

My Commission Expires Jan. 8, 1960

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FILED FOR RECORD
AT REQUEST OF
Western Title Guaranty Company
OCT 21 1 07 PM 1958

OFFICIAL RECORDS
SANTA CLARA COUNTY

Geo L. Christman
Notary Public

Potentially Affected Property Owners

558-08-027 (now 139) unknown
558-08-028 (now 138) unknown
558-08-070 (now 141) DITMANSON, MARK
558-08-077 FICHTHORN, KENNETH E
558-08-095 Jim Beck
558-08-096 Jim Beck
558-08-111 Jim Beck
558-08-112 Jim Beck
558-08-119 Jim Beck
558-08-121 PUGH, DANIEL J
558-08-122 LAWLEY, BRIAN

Pratt Associates

Pratt & Associates

1871 The Alameda, Suite 425
San Jose, CA 95126

Phone: (408) 369-0800
Fax: (408) 369-0752

Attorneys at Law

Sharon Glenn Pratt

Rosalia Burgueño Tapia
Kyla Holcomb Piramoon
Patricia A. Wendleton
Pierce Gore
Cameron Day

www.prattattorneys.com

December 2, 2016

Via U.P.S.

Jim Beck
Patchen Tree Farm
22217 Old Santa Cruz Highway
Los Gatos, CA 95033

Re: Cease and Desist Notice - 22211 Old Santa Cruz Highway

Dear Mr. Beck

I represent your neighbors Mark and Katie Jeffery ("Jeffery") who own the property located at 22111 Old Santa Cruz Highway, Los Gatos, CA ("Property").

I am writing you to provide you with Notice that you are to cease and desist any and all improvement activities relating to the alleged easement across the Property and refrain from accessing the Property owned by my clients. Any previously granted licenses, if any were ever deemed to have been granted, are hereby revoked.

Any further intrusion, by you personally or via your agents, on the Property from this point forward will be treated as a trespass against the Jeffries and any continued trespassing will be considered harassment and is an invasion of my clients' privacy.

I am aware of the alleged easement included with the parcel of land you own commonly referred to as 22197 Old Santa Cruz Highway as described in its respective Grant Deed. I understand that you believe, incorrectly, you have the right to improve this alleged easement based on this Grant Deed. This misguided belief has led to you trespass on my client's Property and, as a result, my clients are fearful for their safety and privacy.

Again, you do not have my client's permission nor the right to access the Property owned by my clients and any further activity by you or your agents on the Property will be considered a trespass. If you continue to trespass on the Property my clients will be forced to seek the protection of law

enforcement and will file for a Civil Harassment Restraining Order against you based on your continued, unwelcome actions.

Please direct any and all correspondence about this matter to me at my office. You can also reach me via telephone at my office at (408) 369-0800 or via e-mail at spratt@prattattorneys.com.

Very truly yours,



Sharon Glenn Pratt
Pratt & Associates
Attorneys for Mark and Katie Jeffery

SGP:cd

JAMES M. SULLIVAN, INC.
A PROFESSIONAL CORPORATION

JAMES M. SULLIVAN
TERRELL S. ROOT

LAW OFFICES OF
JAMES M. SULLIVAN, INC.
ATTORNEYS AT LAW
225 N. SANTA CRUZ AVENUE
LOS GATOS, CALIFORNIA 95030-7275
TELEPHONE (408) 395-3837
FAX (408) 354-8040

December 29, 2016

Sharon Glenn Pratt
Pratt & Associates
1871 The Alameda, Suite 425
San Jose, CA 95126

RE: **CLIENT: JIM BECK**
YOUR CLIENTS: MARK & KATIE JEFFERY
22211 OLD SANTA CRUZ HIGHWAY, LOS GATOS

Dear Ms. Pratt:

Please be advised that I represent Jim Beck, who has provided me with a copy of your letter to him dated December 2, 2016, relative to his use of an easement over your client's property.

After reviewing your letter, and reviewing the title report covering Mr. Beck's property, I obtained the enclosed report from Old Republic Title Company to confirm that indeed title to your client's property is in fact encumbered with and subject to this easement for ingress and egress and utility purposes over the strip of land 20 feet in width.

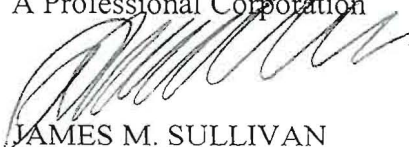
I will be retrieving a copy of the easement deed that was recorded October 21, 1958 to look at the specific language used in describing the right-of-way use, but because the easement does appear on record as an encumbrance over your client's property, the issue before us concerns the future use of the easement in a manner which has not been considered abandoned or extinguished.

As to my client's rights with regard to this easement, it is my opinion that the same can still be utilized for water service, consistent with the enclosed plan of development. Any improvements that are consistent with the rights of utilities use, and which are reasonably necessary for enjoyment of the easement, we contend are allowable. So long as there is no material burden on your clients' property, my client should be free to access the easement for utility purposes within the right-of-way, which are suitable and necessary for utilizing the easement.

Of course we are amenable to meeting with you and your clients to frame some parameters for how future use and maintenance of the easement can best take place.

Very truly yours,

JAMES M. SULLIVAN, INC.
A Professional Corporation



JAMES M. SULLIVAN

JMS:tl
Enclosure

cc: Jim Beck