



Planning and Building Agency  
Planning Division  
20 Civic Center Plaza  
P.O. Box 1988 (M-20)  
Santa Ana, CA 92702  
(714) 647-5804

CLERK OF THE COUNCIL  
OCT 17 '22 PM 4:14

## APPEAL APPLICATION

### I. OWNER/APPLICANT

Applicant Garry Plaza Office Park Association

C/O Melinda Luthin Law, 2721 East Coast Highway, suite 201, Corona del Mar, CA 92625 (949) 673-1161  
Mailing Address Area Code Phone No.

Legal Owner Name: See attached

Legal Owner Address: 1800 and 1820 East Garry Avenue, Santa Ana, CA 92705

Phone No.: (949) 673-1161 ( ) Fax: ( )

### II. PROPERTY INFORMATION

Land Use Professional Offices P Flex-3  
Existing Land Use of Property and/or Building Zoning District General Plan Designation  
Location 1700, 1720, and 1740 East Garry Avenue Pullman  
Street Address Name of Nearest Intersecting Street

SEE REVERSE SIDE FOR SUBMITTAL REQUIREMENTS

### III. REASON FOR REQUEST

In the following provided space, please clearly specify and explain the error(s) of decision or requirement upon which you are basing this appeal. (If additional space is needed, please attach additional comments to the back of this application.)

See attached

Applicant's Signature: W. St. President Date: October 17, 2022

APPEAL APPLICATION NO. \_\_\_\_\_

October 17, 2022

## Personal Delivery

Santa-Ana City Council Clerk

2

**Re: Appeal: Planning Commission's purported Approval of Conditional Use Permit No. 2022-14 for the Garry Avenue Business Park at 1700, 1720, and 1740 East Garry Avenue**

## APPELLANT

Appellant Gary Plaza Office Park Association ("GPOPA") is the association for the business condominium project located at 1800 and 1820 East Garry Avenue, Santa Ana, CA 92705 ("GPOP"). This property is located next door to 1700, 1720, and 1740 East Garry Avenue, the property subject to the CUP being appealed ("Subject Property"). The members of GPOPA are the owners of the eighty-four (84) GPOP condominiums.

## APPELLANT PROPERTY OWNERSHIP

Each owner of a GPOP condominium also owns a 1/84<sup>th</sup> interest in the real property located at 1800 and 1820 East Garry Avenue, Santa Ana, CA 92705 and owns a 1/84 interest in an easement that traverses around the perimeter and throughout and across the interior of the Subject Property.

## BASIS FOR APPEAL

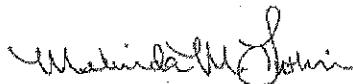
1. The Planning Commission had no authority to issue the CUP because not all record owners of all interests in the Subject Property joined or approved the application. Specifically, the owners of the 84 GPOP business condominiums own an undivided interest in ingress and egress easements that traverse across the Subject Property. (See Easement attached). As such, each of these owners are interest holders until or unless they join in the application or sell their interests to the owners of the Subject Property. The City may not grant a permit that interferes with the rights of the easement holders.
2. The CUP proposes to obliterate easements that serve and are for the benefit of the Gary Plaza Office Park, including but not limited to drainage easements and utility easements (attached). The City may not grant a permit that negatively affects the rights of adjacent landowners nor may it grant a permit that interferes with the rights of the easement holders.
3. The City refused to permit members of the public, including Gary Plaza Office Park Association to view the CUP application, in violation of the Public Records Act, and in contravention of City policy and procedures, including the City rule regarding inspection stated in the Planning Commission Agenda. It is impossible to determine if the CUP

application contained all necessary information or even if it was filed by the property owner or the owner's authorized agent. As such, all bases for this appeal may not be included herein, and GPOPA reserves the right to augment this appeal after the City provides GPOPA with a copy of the application, either voluntarily or by means of a judicial writ of mandamus.

4. The Planning Commission approved an application not contained in the agenda packet.
5. The Planning Commission approved an application it appears not to have reviewed.
6. The Planning Commission's approval of the CUP violates Santa Ana Municipal Code section 41-630, et seq.
7. Identity of the applicant for the CUP is uncertain. It appears that the applicant is not qualified to apply for a CUP, per Santa Ana Municipal Code section 41-633. The owner of record of 1700, 1720, and 1740 East Garry Avenue ("Subject Property") is Gary Owners, LLC. The applicant has been identified as various persons and/or entities, none of which appear to be the record owner.
8. The Planning Commission approved a CUP for use of land not permissible in land zone P. (Santa Ana Muni. Code, § 41-313.5.)
9. The Planning Commission resolution approving the CUP contains false statements as to the identity of the owner. (Resolution, § 1.A.)
10. The CUP was approved without a proper CEQA evaluation or environmental review.
11. The Planning Commission approved a CUP for use of land not permissible in the General Plan.
12. The Planning Commission approved a CUP without making the necessary findings. (E.g. Santa Ana Muni Code, §§ 41-638, 41-639.)
13. The Planning Commission approved the CUP without making a proper motion.
14. The Land use is not compatible with the General Plan.
15. The proposed use for which the CUP issued:
  - a. WILL NOT provide a service or facility which will contribute to the general well-being of the neighborhood or the community;
  - b. WILL be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; and

- c. WILL adversely affect the present economic stability or future economic development of property in the surrounding area;
  - d. WILL NOT comply with the regulations and conditions specified in Santa Ana Municipal Code Chapter 41 for such use; and
  - e. WILL adversely affect the general plan of the city or any specific plan applicable to the area of the proposed use.
- 16. The conditionally permitted use does not comply with the yard, height, area, off-street parking, loading, sign and operational standards set forth for the district in which said use is proposed to be located.
  - 17. The CUP does not identify the specific use of land that is permitted.
  - 18. The Staff Report and Planning Commission agenda packet referred to "Conditional Use Permit No. 2022-14," but no copies of this CUP were made available to the public, so it is impossible to know what the Planning Commission was considering.
  - 19. The Planning Commission claims that it "approved," Conditional Use Permit No. 2022-14, but no motion was made to approve such CUP.
  - 20. The Planning Commission claims that it "approved," Conditional Use Permit No. 2022-14, but the Planning Commission appears to have only the resolution adopting the CUP but not the proposed CUP itself. Since the Planning Commission did not have any copies of any such CUP, it could not approve a document not before it.
  - 21. The Planning Commission claims that it "approved," Conditional Use Permit No. 2022-14, but the Planning Commission agenda packet did not contain a copy of proposed Conditional Use Permit No. 2022-14, and therefore the public did not have the opportunity to review or view what the Planning Commission was considering or what it purportedly approved.

Yours truly,



Melinda M. Luthin, Esq. of  
**MELINDA LUTHIN LAW**  
Attorneys for Gary Office Park Association

WHEN RECORDED MAIL TO:  
RECORDING Rodeffer Investments  
REQUESTED BY P. O. Box 2460  
Newport Beach, Ca. 92660

9101

\$7.00  
C10

BK 12408P6 198  
RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA  
-10 00 AM OCT 7 1977  
J. WYLIE CARLYLE, County Recorder

RECIPROCAL EASEMENT AGREEMENT

NA

THIS AGREEMENT, made and entered into this 28 day of September, 1977, by and between DVM, INC., a corporation ("DVM"), and E. O. RODEFFER and PHYLLIS M. RODEFFER (collectively "Rodeffer").

R E C I T A L S :

A. DVM is the fee owner of the real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof and referred to as the "Parcel A Property". The Parcel A Property has been improved with certain building thereon and other areas thereof constitute roadways, referred to as the "Parcel A Roadway Areas".

B. Rodeffer is the fee owner of the real property described in Exhibit "B" attached hereto and by this reference made a part hereof, referred to herein as the "Parcel B Property", which property is presently unimproved but which may in the future be improved. At such time as the Parcel B Property is improved it will have certain roadway areas which are referred to herein as "Parcel B Roadway Areas".

C. Parcels A and B adjoin each other and each Parcel contains or will contain roadway areas providing access across such Parcel for the benefit of the other Parcel to certain public streets.

D. The parties hereto intend to create easements for the benefit of each other over the premises owned by the other party.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received by DVM from Rodeffer, DVM hereby grants and demises to Rodeffer,

their successors and assigns, and to the tenants, employees and invitees using any portion of Parcel B, an easement for the purpose of ingress and egress over and on the Parcel A Roadway Areas located upon Parcel A.

2. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received by Rodeffer from DVM, Rodeffer hereby grants and demises to DVM, its successors and assigns, and to the tenants, employees and invitees using any portion of Parcel A, an easement for the purpose of ingress and egress over and on the Parcel B Roadway Areas as ultimately located following completion of improvements upon Parcel B. Upon request from the then fee owner of Parcel B or any person providing any loan with respect thereto, DVM will execute such quitclaim deed or deeds as may be necessary or desirable to quitclaim any right, title or interest to any portion of Parcel B except that portion specifically designated as a Parcel B Roadway Area upon a plan or plans for development of Parcel B.

3. The covenants, terms and conditions set forth herein are binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

DVM, INC.,  
a corporation

By William J. Rodeffer  
its President

(SEAL)

By [Signature]  
its Secretary

"DVM"

E. O. Rodeffer  
E. O. RODEFFER

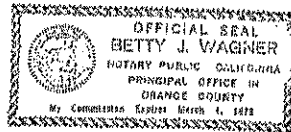
Phyllis M. Rodeffer  
PHYLLIS M. RODEFFER

"Rodeffer"

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF ORANGE )

On September 29, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William J. Carden, known to me to be the President, and James A. Besaw, known to me to be the Secretary of DVM, INC., the corporation that executed the within instrument, known to me to be the persons who executed such instrument on behalf of said corporation, and acknowledged to me that said corporation executed such instrument in accordance with its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

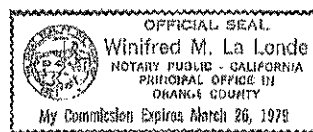


Betty J. Wagner  
 Notary Public in and for  
 said County and State

STATE OF CALIFORNIA )  
 ) ss.  
 COUNTY OF )

On September 28, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. O. RODEFFER and PHYLLIS M. RODEFFER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



Winifred M. La Londe  
 Notary Public in and for  
 said County and State WINIFRED M. LA LONDE

LEGAL DESCRIPTIONPARCEL A PROPERTY

That portion of Parcels 1 and 2, in the City of Santa Ana, County of Orange, State of California, recorded in Book 32 Page 10 of Parcel Maps, records of said County, described as follows:

BEGINNING at the most southerly corner of said Parcel 1; thence North  $40^{\circ} 37' 30''$  East, 177.87 feet along the southeasterly line of said Parcel 1; thence North  $49^{\circ} 22' 30''$  West, 61.34 feet; thence North  $4^{\circ} 22' 30''$  West, 25.00 feet; thence North  $40^{\circ} 37' 30''$  East, 11.33 feet; thence North  $49^{\circ} 22' 30''$  West, 32.00 feet; thence North  $40^{\circ} 37' 30''$  East, 246.00 feet to a point in the southwesterly line of Garry Avenue; thence along said southwesterly line North  $49^{\circ} 22' 30''$  West, 329.59 feet to the beginning of a tangent curve concave easterly and having a radius of 87.00 feet; thence northerly along said curve through a central angle of  $94^{\circ} 44' 47''$  an arc distance of 143.87 feet; thence South  $45^{\circ} 22' 22''$  West, 376.66 feet; thence South  $40^{\circ} 38' 52''$  West 170.34 feet; thence South  $48^{\circ} 42' 53''$  East, 350.02 feet; thence South  $44^{\circ} 37' 29''$  East 209.27 feet to the POINT OF BEGINNING.

EXHIBIT "A"



LEGAL DESCRIPTIONPARCEL B PROPERTY

That portion of Parcels 2 and 3 in the City of Santa Ana, County of Orange, State of California, as shown on a map recorded in Book 32 Page 10 of Parcel Maps, records of said County, described as follows:

BEGINNING at the most southerly corner of said Parcel 3; thence North 49° 22' 30" West, 404.13 feet along the southwesterly line of said Parcels 2 and 3 thence North 4° 22' 30" West, 25.00 feet; thence North 40° 37' 30" East, 31.33 feet; thence North 49° 22' 30" West, 32.00 feet; thence North 40° 37' 30" East, 246.00 feet to a point in the southwesterly line of Garry Avenue; thence along said southwesterly line South 49° 22' 30" East, 430.00 feet to the beginning of a tangent curve concave westerly and having a radius of 27.00 feet; thence southerly along said curve through a central angle of 90° 00' 00" an arc distance of 42.41 feet; thence South 40° 37' 30" West, 235.24 feet to the beginning of a tangent curve concave northwesterly and having a radius of 170.00 feet; thence southwesterly along said curve through a central angle of 11° 06' 39" an arc distance of 32.97 feet to the POINT OF BEGINNING.

EXHIBIT "B"

END OF RECORDED DOCUMENT

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY

P.O. BOX 410  
LONG BEACH, CA 90801

ATTN: REAL PROP. DEPT., LAND RTS.

87-705406

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS  
OF ORANGE COUNTY, CALIFORNIA

4:00 DEC 22 1987  
PM

Lee A Branch COUNTY  
RECORDER

\$9.00  
C8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 34.10  
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.  
OR COMPUTED ON FULL VALUE LESS LIENS AND  
ENCUMBRANCES REMAINING AT TIME OF SALE.  
The undersigned Grantor SO. CALIF. EDISON CO.  
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME

Location: City of Santa Ana  
A.P.N. 430-171-07

GRANT OF EASEMENT

PAID  
DOC TRANSFER TAX  
LEE A. BRANCH  
ORANGE CO. RECORDER

MOBILE HOME PARTNERS OF CALIFORNIA, LTD., a California limited partnership, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, (hereinafter referred to as "Grantee"), an easement and right of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove, at any time and from time to time, electrical systems and communication systems (hereinafter referred to as "systems") consisting of wood and/or single tubular steel poles, guy wires and anchors, crossarms, wires, conduits, vaults, handholes and other fixtures and appliances, with necessary appurtenances, both overhead, with reference to Strip 1 only and underground, with reference to Strip 1 and Strip 2, for conveying electric energy to be used for light, heat, power, and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across that certain real property in the County of Orange, State of California, described as follows:

STRIP 1:

That portion of Parcel 1 as shown on Parcel Map filed in Book 56, page 36 of Parcel Maps in the office of the County Recorder of said County, lying within a strip of land 25.00 feet wide, the Southeasterly line of said strip of land being described as follows:

BEGINNING at a point in the centerline of Alton Avenue, said point being South 49° 21' 05" East, 80.00 feet, from a found 2 inch iron pipe with nail, tagged "L.S. 3246", accepted as the intersection of said centerline of Alton Avenue and the Southwesterly prolongation of the Northwesterly line of said Parcel 1, said point also being North 49° 21' 05" West, 804.34 feet, measured along said centerline of Alton Avenue, from a found 2 1/2 inch Brass Cap Monument marked "L.S. 3246" in handwell set at the centerline intersection of Alton Avenue and Daimler Street, per Tract No. 6636 recorded in Book 258, pages 30 and 31 of Miscellaneous Maps in the office of the County Recorder of said County; thence North 40° 38' 52" East, 190.07 feet; thence North 43° 00' 37" East, 96.87 feet; thence North 45° 22' 22" East, 267.72 feet to a found spike and washer accepted as a point in the Northwesterly prolongation of the centerline of Garry Avenue, said point bears North 49° 22' 30" West, 828.35 feet from a found spike and washer set at the centerline intersection of Garry Avenue and Daimler Street as shown on said Parcel Map filed in Book 56 page 36 of Parcel Maps.

APPROVED BY R. I. HALL, Esq.  
REAL PROPERTIES DEPT.  
DATE 12/22/87  
BY [Signature]  
SEALED 12/22/87  
TUNC. 2004

87-705406

Grant of Easement  
Mobile Home Partners of California, Ltd.,  
a California limited partnership, to  
S.C.E.Co. a corp.  
Serial No. 58682A

STRIP 2:

That portion of Parcel 1 as shown on Parcel Map filed in Book 56, page 36 of Parcel Maps in the office of the County Recorder of said County, lying Northwesterly of the hereinbefore described Strip 1 and Southeasterly of the following described line:

BEGINNING at the intersection of a line parallel with and 50.00 feet Northwesterly, measured at right angles, from the Southeasterly line of the hereinbefore described Strip 1 and the Northeasterly line of said Parcel 1 of Parcel Map filed in Book 56, page 36 of Parcel Maps; thence South 38° 44' 39" West, 216.61 feet, to a point in the Northwesterly line of the hereinbefore described strip 1.

Grantor retains the right to use, to the extent such use is not inconsistent with Grantee's use, the surface area and the areas above and below the surface of the easement in such manner as Grantor shall deem proper, including but not limited to, use of the property as a parking lot.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, equipment, brush, combustible material and any and all other obstructions of any kind, and the right to trim or remove any tree or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

EXECUTED this 6 day of November, 1986.

MOBILE HOME PARTNERS OF  
CALIFORNIA, LTD.

By [Signature]  
General Partner

By VILLA MANAGEMENT COMPANY, Inc. below  
General Partner

VILLA MANAGEMENT COMPANY, a  
California corporation

By [Signature]  
President

By [Signature]  
Secretary

GENERAL PARTNER

Grant of Easement  
Mobile Home Partners of California, Ltd.,  
a California limited partnership, to  
S.C.E.Co. a corp.  
Serial No. 58682A

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me,  
a Notary Public in and for said State, personally appeared Clinton L.  
Lefler, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be a general partner of the limited  
partnership that executed the within instrument and acknowledged to  
me that such limited partnership executed the same.

WITNESS my hand and official seal.

STATE OF CALIFORNIA }  
COUNTY OF SANTA BARBARA } ss.

On this 9th day of November, 1987, before me,  
a Notary Public in and for said State, personally appeared James S.  
Taylor, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be a general partner of the limited  
partnership that executed the within instrument and acknowledged to  
me that such limited partnership executed the same.

WITNESS my hand and official seal.

Denise Anderson

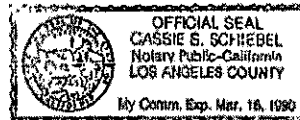


STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On this 6th day of November, 1987,  
before me, a Notary Public in and for said State, personally appeared  
Jeffrey A. Kaplan, personally known to me (or proved  
to me on the basis of satisfactory evidence) to be the President,  
and Linda Suter, personally known to me  
(or proved to me on the basis of satisfactory evidence) to  
be Secretary of Villa Management Company, the  
corporation that executed the within instrument and personally known  
to me (or proved to me on the basis of satisfactory evidence) to be  
the person who executed the within instrument on behalf of said  
corporation, said corporation being personally known to me (or proved  
to me on the basis of satisfactory evidence) to be a general partner  
of the limited partnership that executed the within instrument and  
acknowledged to me that such corporation executed the same as such  
partner and that such partnership executed the same.

WITNESS my hand and official seal.

Cassie S. Schibel



9030

BOOK 875.1 PAGE 88

RESOLUTION O.K.	RESOLUTION OF ACCEPTANCE #	DESCRIPTION CHECKED O.K.	A.P. NUMBER	MAP NO.	PROJECT NO
	68-157		120-030-38	SE 197	PM 562

PLACE DOCUMENTARY STAMPS IN THIS SPACE

## Deed

L.A.S. No Tax Due

E. C. RODEFFER and PHYLLIS M. RODEFFER, husband and wife, as their

community property

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Do hereby Grant To The City of Santa Ana, a Municipal Corporation

the real property in the City of Santa Ana County of Orange, State of California, described as follows:

An easement for road and public utility purposes over, under, along, across and through that portion of Lot 116 of Block 9 of Irvine's Subdivision, in the County of Orange, State of California, per map of said subdivision recorded in Book 1, Page 88 of Miscellaneous Record Maps, records of said County, described as follows:

Beginning at the most Southerly corner of said Lot; thence North 49° 21' 05" West, along the Southwesterly line of said lot, a distance of 1184.56 feet to the Southeasterly line of the land described in the certified copy of Final Order of Condemnation recorded May 3, 1966 in Book 7920, Page 139 of Official Records, records of said County; thence North 40° 38' 52" East, along said Southeasterly line, 70.00 feet; thence South 48° 42' 53" East 270.02 feet; thence South 44° 37' 29" East 327.67 feet to a line parallel with said Southwesterly line and distant Northeasterly 40.00 feet therefrom, measured at right angles; thence South 49° 21' 05" East, along said parallel line, 278.79 feet to the beginning of a tangent curve concave Northeasterly and having a radius of 1250.00 feet; thence Southeasterly, along said curve, through a central angle of 7° 24' 07", a distance of 148.57 feet to a reverse curve, concave Southwesterly and having a radius of 1250.00 feet; thence Southeasterly, along said reverse curve, through a central angle of 7° 24' 07", a distance of 161.49 feet to the point of tangency of said curve with a line parallel with said Southwesterly line and distant Northeasterly 60.00 feet therefrom, measured at right angles; said point of tangency being on the Southeasterly line of said Lot 116; thence South 40° 37' 30" West, along said Southeasterly line, 60.00 feet to the point of beginning.

Also hereby granting all vehicular access rights to Alton Avenue from the lands lying Northeasterly of the Northeasterly line of the above described property except at street intersections.

Dated Sept. 23 1968

*E.C. Rodeffer*  
*Phyllis M. Rodeffer*

RECORDED AT REQUEST OF  
 TITLE INS. & TRUST CO.  
 IN OFFICIAL RECORDS OF  
 ORANGE COUNTY, CALIF.

200 OCT 14 1968

WITHE CARLUE County Recorder

STATE OF CALIFORNIA  
 COUNTY OF } ss.  
*Los Angeles*

On September 23, 1968  
 before me, Carl J. Morison, a Notary Public in and for said County and State, personally appeared E.C. Rodeffer and Phyllis M. Rodeffer

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

*Winfred M. La Londe*  
 WINFRED M. LA LONDE  
 Notary Public in and for said County and State.  
 My Commission Expires March 28, 1971

This is to certify that the interest in real property conveyed by this instrument dated September 23, 1968 from E. C. Rodeffer and Phyllis M. Rodeffer

to the City of Santa Ana, a political corporation, is hereby accepted by order of the City Council on October 7, 1968 and the grantee consents to recordation thereof by its vote, authorized October 8, 1968  
 Dated October 8, 1968  
*Carl J. Morison*

FOR RECORDER'S USE ONLY



OFFICIAL SEAL  
 WINFRED M. LA LONDE  
 NOTARY PUBLIC - CALIFORNIA  
 PRINCIPAL OFFICE IN  
 LOS ANGELES COUNTY

When Recorded, please mail this instrument to:

Clery of the Council,  
 City Hall, Santa Ana,  
 California

Mail Tax Statements To  
 City of Santa Ana  
 217 N. Main Street  
 Santa Ana, California 92701

APPROX. Northwest side of Alton Avenue, East of Newport Freeway

9/21/68-12/68



RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

2071

JAN 25 1974  
11 1087 PM 1974

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY

... TENDON - RMS & LAND DEPT  
P. O. BOX 2307  
SANTA ANA, CA. 92707

\$5.00

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.  
8:01 AM MAR 4 1974  
B. VILUX CARLYLE, County Recorder

CITY OF SANTA ANA  
GRANT OF EASEMENT (INDIVIDUAL)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TO / None (no consideration)  
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX PAYER NAME  
S. CALIF. EDISON CO.

E. O. RODEFFER and PHYLLIS M. RODEFFER, husband and wife

(hereinafter referred to as "Grantor(s)", hereby grant(s) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

DISTRICT
S.A.
Work Branch
6429
6705
IDENTITY
R-6706
Map Size
42/92
APPROVED
DATE
1/22/74

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION.

Grantor(s) agree(s) for themselves ~~(PERSONS)~~, their ~~(THEIR)~~ heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 22<sup>nd</sup> day of January, 1974

E. O. RODEFFER

PHYLLIS M. RODEFFER

STATE OF CALIFORNIA  
COUNTY OF Orange

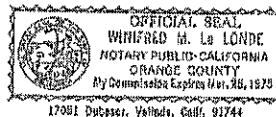
WITNESS

GRANTOR(S).

On January 22, 1974, before me, a Notary Public in and for said State, personally appeared E. O. RODEFFER and PHYLLIS M. RODEFFER, known to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

WITNESS my hand and official seal.

WINIFRED M. LA LONDE



EX108761198

Grant of Easement  
6429-6705; E-6706

"EXHIBIT A"

Nine (9) strips of land, each 6 feet in width, lying within Parcels 1 and 2 as shown on a map filed in Book 32, page 10 of Parcel Maps, in the office of the Recorder of said county, the centerlines of said strips are described as follows:

STRIP NO. 1:

Beginning at a point in the southwesterly line of said Parcel 2, said point is located 99 feet northwesterly measured along said southwesterly line from the most southerly corner of said parcel; thence, South 40°37'30" West, at right angles from said southwesterly line to the northeasterly line of Alton Avenue, as now established.

STRIP NO. 2:

Beginning again at the point of beginning described in Strip No. 1 above; thence, northerly a distance of 83 feet to a point hereinafter referred to as Point "A", which point is located 281 feet southwesterly, measured at right angles from the northeasterly line of said Parcel 2.

STRIP NO. 3:

Commencing at the abovementioned Point "A"; thence, North 40°37'30" East parallel with the southeasterly line of said Parcel 2, a distance of 6 feet to the TRUE POINT OF BEGINNING of this description; thence, South 49°22'30" East a distance of 21 feet to the beginning of a tangent curve concave northerly having a radius of 4 feet; thence, southerly and easterly along said curve, through a central angle of 90°, an arc distance of 6.28 feet; thence, tangent to said curve, North 40°37'30" East a distance of 241 feet to the southwesterly line of Garry Avenue, 60 feet in width.

STRIP NO. 4:

Commencing again at said Point "A"; thence, South 40°37'30" West a distance of 2 feet; thence, North 49°22'30" West a distance of 2 feet to the TRUE POINT OF BEGINNING; thence, South 40°37'30" West a distance of 55 feet.

STRIP NO. 5:

Commencing again at said Point "A"; thence, South 40°37'30" West a distance of 2 feet; thence, North 49°22'30" West a distance of 12 feet; thence, North 40°37'30" East a distance of 6 feet to a point hereinafter referred to as Point "B", the TRUE POINT OF BEGINNING of this description; thence, westerly a distance of 126 feet to a point in a line that is parallel with and distant 338 feet southwesterly, measured at right angles from the northeasterly line of said Parcel 1.

STRIP NO. 6:

Beginning at the abovementioned Point "B"; thence, northwesterly a distance of 273 feet to a point in a line that is parallel with and distant southwesterly 351 feet measured at right angles from the northeasterly line of said Parcel 1.

STRIP NO. 7:

Commencing at the abovementioned Point "B"; thence, North 40°37'30" East a distance of 2 feet to a point hereinafter referred to as Point "C", the TRUE POINT OF BEGINNING of this description; thence, northwesterly a distance of 263 feet to a point in a line that is parallel with and distant 247 feet southwesterly, measured at right angles from said northeasterly line of Parcel 1.



DX 1108761199

Grant of Easement  
6429-6705; E-6706  
Exhibit "A"  
Page 2

STRIP NO. 8:

Beginning at the abovementioned Point "C"; thence, northerly a distance of 183 feet to a point in a line that is parallel with and distant 186 feet southwesterly, measured at right angles from said northeasterly line of Parcel 1.

STRIP NO. 9:

Beginning again at said Point "C"; thence, northeasterly a distance of 92 feet to a point in a line that is parallel with and distant 186 feet southwesterly, measured at right angles from said northeasterly line of Parcel 1.

Also, a rectangular parcel of land, 10' x 12' in size, bounded and described as follows:

Beginning at the aforementioned Point "A"; thence, South 40°37'30" West a distance of 2 feet; thence, North 49°22'30" West a distance of 12 feet; thence, North 40°37'30" East a distance of 10 feet; thence, South 49°22'30" East a distance of 12 feet; thence, South 40°37'30" West 8 feet to the point of beginning.

Initial



Here.

The Grantee agrees, by the acceptance of this instrument, that in the event the said underground electric line, lying within the above described strips of land, shall interfere with the development of the above described property of the Grantor, then the Grantee will, at Grantor's expense, within ninety (90) days after the receipt from the Grantor of a written notice so to do, relocate said electric line, or a portion thereof, in a feasible location on the property of the Grantor and so as to conform to any future building or structure which may be erected on the property of the Grantor, said Grantor shall furnish the Grantee with a good and sufficient permanent Grant of Easement satisfactory to the Grantee for said electric line in such new location.

END OF RECORDED DOCUMENT

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

21502

DL1103PG 135

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY

\$3.00

RECORDED AT REQUEST OF  
FIRST AMER. TITLE INS. CO.  
IN OFFICIAL RECORDS OF  
ORANGE COUNTY, CALIF.

8:01 AM MAR 26 1974

J. WYLLIE CARLILE, County Recorder

CITY OF SANTA ANA  
GRANT OF EASEMENT (INDIVIDUAL)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ None (no consideration)

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX. FIRM NAME

E. O. RODEFFER and PHYLLIS M. RODEFFER

(hereinafter referred to as "Grantor(s)", hereby, grant(s) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

## DISTRICT

S.A.

WORK ORDER

6529

7529

IDENTIFY

E-2529

MAP SHEET

42/92

APPROVED

BY A LAND

DEPARTMENT

BY

RMA/PH

DATE

2/26/74

A strip of land 4 feet in width, lying within Lot 116 of Block 9 of Trivise's Subdivision, as per map recorded in Book 1, page 88 of Miscellaneous Record Maps, in the office of the County Recorder of said County, the centerline of said strip being described as follows:

Beginning at a point in said lot, distant southerly 244 feet and westerly 513 feet, measured at right angles respectively from the southerly line of Garry Avenue, 60 feet wide as now established, and the westerly line of Mainlar Street, 60 feet wide as now established; thence, South 49°22'30" East 26 feet; thence, North 40°37'30" East 244 feet to a point in said southerly line of Garry Avenue.

The Grantee agrees, by the acceptance of this instrument, that in the event the said underground electric line, lying within the above described strips of land, shall interfere with the development of the above described property of the Grantor, then the Grantee will, at Grantor's expense, within ninety (90) days after the receipt from the Grantor of a written notice so to do, relocate said electric line, or a portion thereof, in a feasible location on the property of the Grantor and so as to conform to any future building or structure which may be erected on the property of the Grantor, said Grantor shall furnish the Grantee with a good and sufficient permanent Grant of Easement satisfactory to the Grantee for said electric line in such new location. Grantor(s) agree(s) for themselves (and their heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 14th day of March, 1974.

E. O. RODEFFER

PHYLLIS M. RODEFFER

GRANTOR(S).

STATE OF CALIFORNIA  
COUNTY OF ORANGE

WITNESS

ss.

March 14, 1974

On March 14, 1974, before me, a Notary Public in and for said State, personally appeared E. O. RODEFFER and PHYLLIS M. RODEFFER known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

WITNESS my hand and official seal.

WINFRED M. LA LONDE



END OF RECORDED DOCUMENT

# MEMORANDUM

**TO:** Finance & Management Services Agency  
**FROM:** Planning and Building Agency  
**SUBJECT:** Miscellaneous Cash Transaction



**MCT # 62765**  
Tuesday, October 18, 2022

All fees are subject to change at any time and may also be affected by scheduled adjustments on July 1 of each year. The Payee must pay the prevailing rate at the time payment is made.

PROJECT NAME:	New Warehouse/Industrial Building	MASTER ID # 2021-166019
PROJECT ADDRESS:	1700 E Garry Ave, Santa Ana, CA 92705-5802	AP #430-171-07
Application #	APPL-2022-2-APC	Permit #

ISSUED TO: Melinda Luthin  
Melinda Luthin Law  
ADDRESS: 2721 E. Coast Highway, Suite 201  
Corona Del Mar, CA 92625

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	FUND NO.
1	Appeal (Non-Applicant)	1.0000		\$472.00	\$472.00	01116002 53606
Batch#:65788 - 10/18/2022 ID: avictoria Office: CTYH Trans#: 3 1 of 1 Acct#: Ref#: 62765 Rcpt#:03670042 - 10/18/2022 3:06 PM Transaction Total \$472.00  MELINDA LUNITH  01116002- 53606000- - \$472 00 ICL Check 1209 \$472 00						

**TOTAL MCT AMOUNT: \$ 472.00**

Comments:

Issued By: Pezeshkpour, Ali (Planning and Building Agency)

**NOTES:** For payment to be considered complete, a Miscellaneous Cash Transaction (MCT) must be paid in full. Applicant must return to Planning with stamped cashier validation of the paid MCT for closure in the Planning system.

<u>GL Account #</u>	<u>Total</u>
01116002 53606	\$472.00