

RENA RICKLES
ATTORNEY AT LAW

1970 BROADWAY, SUITE 1200
OAKLAND, CA 94612
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October 11, 2022

Charles Kahn, Chairperson, (Deborah Matthews, Interim Chair)
Zoning Adjustments Board ("ZAB") Members
1947 Center Street
Berkeley, CA 94704

Via email: ZAB@CityofBerkeley.info; Ariemer@CityofBerkeley.info

Re: 3003 Dwight Way: ZAB Hearing October 13, 2022, INVITATION FOR SITE VISIT 3003 Dwight way. 2nd Requests

Dear Chair Kahn/Matthews and ZAB Members:

On behalf of Jon Logan, I am inviting each of you to visit 3003 Dwight Way, Jon Logan's home and location of proposed pool and pool house in advance of the October 13th ZAB hearing. It is an unusual site and seeing it in person with one of the principal architects may be helpful to your assessment of the project.

Either of the principal architects from Buttrick Projects Architecture + Design, Jerome Buttrick or Ivor Brown, will make themselves available to meet with you at the site. Please contact them as soon as you are able to arrange a time you would like to meet.

Jerome Buttrick: jerome@buttrickprojects.com; 510-282-1426
Ivor Brown: ivor@buttrickprojects.com; 510-551-6366

Covid—Safety protocols: The meeting will be outdoors: masks optional,

Very truly yours,



Cc: Allison Riemer, Planner
Jerome Buttrick
Ivor Brown
Jon Logan
Steve Buckley

Jacob, Melinda

From: Zoning Adjustments Board (ZAB)
Subject: FW: 3003 Dwight- late communication for 10/13
Attachments: 1993 settlement agreement and Quitclaim Deed (1).pdf

From: Rena Rickles <rena@rickleslaw.com>
Sent: Thursday, October 6, 2022 10:38 AM
To: Riemer, Allison <ARiemer@cityofberkeley.info>
Cc: Buckley, Steven <StBuckley@cityofberkeley.info>; jbpiane@sbcglobal.net; Jonathan Logan <jonlogan@mac.com>; Jerome Buttrick, AIA - Buttrick Projects A+D (jerome@buttrickprojects.com) <jerome@buttrickprojects.com>; ivor@buttrickprojects.com
Subject: DELETE PRIOR RESPONSE; REPLACE WITH THIS ONE : 3003 Dwight- neighbor concerns about abandoned road: This has been answered and resolved; not relevant to proposed project

Hi Allison,
I think this is encouraging.
I have only a slight, technical amendment. Vincent is correct about the Quitclaim (attached). This is because we proved that the City never accepted the area as a public road, thus not technically abandoned.
In addition, this issue has nothing to do with the application before the ZAB (the pool and pool house), and I agree with you that it should NOT prevent the item from staying on the Consent Calendar.

Rena

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From: Rena Rickles
Sent: Thursday, October 6, 2022 10:12 AM
To: 'Riemer, Allison' <ARiemer@cityofberkeley.info>
Cc: Buckley, Steven <StBuckley@cityofberkeley.info>; jbpiane@sbcglobal.net; Jonathan Logan <jonlogan@mac.com>; Jerome Buttrick, AIA - Buttrick Projects A+D (jerome@buttrickprojects.com) <jerome@buttrickprojects.com>; ivor@buttrickprojects.com
Subject: RE: 3003 Dwight- neighbor concerns about abandoned road: This has been answered and resolved; not relevant to proposed project

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From: Riemer, Allison <ARiemer@cityofberkeley.info>
Sent: Thursday, October 6, 2022 9:58 AM
To: Rena Rickles <rena@rickleslaw.com>
Cc: Buckley, Steven <StBuckley@cityofberkeley.info>
Subject: RE: 3003 Dwight- neighbor concerns about abandoned road: This has been answered and resolved; not relevant to proposed project

Hi Rena,

I don't think the abandoned road will prevent the project from being on the Consent Calendar. I checked with Vincent Chen in Public Works and he said city quitclaimed that area to the owner in 1994. When reviewing the lot merger city survey staff and city attorney's office confirmed it was abandoned and no longer public right-of-way prior to approving the lot merger. If ZAB has a question, or a member of a public has a question about the right-of-way, I'll reiterate what Vincent said.

I reached out to one of the neighbors who emailed in April and I never heard back, so I don't know if they still have questions/concerns.

-Aliison

From: Rena Rickles <rena@rickleslaw.com>
Sent: Thursday, October 6, 2022 9:41 AM
To: Riemer, Allison <ARiemer@cityofberkeley.info>
Cc: Buckley, Steven <StBuckley@cityofberkeley.info>
Subject: RE: 3003 Dwight- neighbor concerns about abandoned road: This has been answered and resolved; not relevant to proposed project
Importance: High

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Allison and Steve,

Can we talk ASAP on how to handle this? The City has assured itself (Public Works, City Attorney, Surveyor) that this is a non-issue. The land never belonged to the City. Most recently the merger was delayed for over six (6) months while a new outside surveyor needed his own convincing, which of course happened. The Title Company has reviewed the entire set of documents as well, and once they are in possession of the City Engineer's notarized signature they will issue the Title and Title Insurance for recordation.

Rena

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From: Riemer, Allison <ARiemer@cityofberkeley.info>
Sent: Wednesday, October 5, 2022 6:24 PM
To: Rena Rickles <rena@rickleslaw.com>
Subject: 3003 Dwight- neighbor concerns about abandoned road

Hi Rena,

Do you know anything about the road that used to exist on the larger parcel Jonathan Logan owns? Do you know when the road was abandoned? I'm not sure if Nick Armour shared the attached emails with you before (Le probably sent an earlier email to Nick, but I don't have a copy of it.)

There is a possibility that neighbors might bring up the road issue at ZAB.

Best,
Allison

Allison Riemer, AICP (she/her)
Associate Planner
Land Use Planning Division | (510) 981-7433
1947 Center Street, 2nd Floor | Berkeley, CA 94704
ariemer@cityofberkeley.info

NEW HOURS: The Permit Service Center (PSC), including the Zoning Counter, is open between 8:30 am – 2:30 pm (final check in at 2:00 pm) Monday through Thursday. To limit the spread of COVID-19, face masks and social distancing are required when visiting our offices, and some Planning staff continue to work remotely.

General Planning Department questions: Planning@cityofberkeley.info
Zoning questions: ZoningCounter@cityofberkeley.info
Current forms and guidance sheets for Zoning Permits: [Forms](#)
City of Berkeley [holidays and reduced service days](#)

City of Berkeley

Office of the City Attorney
Martin Luther King, Jr.
Civic Center Building
2180 Milvia Street
Berkeley, California 94704

Telephone: (510) 644-6380
Telecopy: (510) 644-8641



January 14, 1994

Frederick C. Hertz
1970 Broadway, Suite 940
Oakland, California 94612-2263

Subject: 3003 DWIGHT WAY; JONATHAN LOGAN PROPERTY

Dear Mr. Hertz,

Enclosed please find the original executed Settlement Agreement and Quitclaim Deed regarding the property located at 3003 Dwight Way owned by Mr. Jonathan Logan. I have also forwarded a copy of the Quitclaim Deed to the City's Property Records Department so that their file on this property is current. Thank you for your courtesy and cooperation in this matter.

Sincerely,

MANUELA ALBUQUERQUE
City Attorney

By: CHRISTINE S. DANIEL
Deputy City Attorney

CSD:csa
loganhtz.ltr

Enclosures

cc: City Manager (w/enclosures)
Property Records (w/enclosures)



File - Jones house

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between Jonathan C. Logan ("Logan") and the City of Berkeley ("City"), effective October 15, 1993, with respect to the following facts:

RECITALS

A. On July 22, 1985, Logan acquired by grant deed the real property described in Exhibit A attached hereto, consisting of three parcels of land and a residential structure located thereon, known commonly as 3003 Dwight Way, Berkeley, California ("the Property"). The Property consisted of three parcels, Parcel One being known as A.P.N. 55-1853-33 and being an improved lot; Parcel Two being an easement for driveway purposes; and Parcel Three being an unimproved lot known as A.P.N. 55-1855-23 ("Parcel Three). The legal descriptions of all three parcels are set forth in Exhibit A.

B. At or about the time of Logan's purchase of the Property, it was discovered that a portion of Parcel Three had at one time been described as a public place or a park in a recorded tract map, being University Uplands Tract Map, filed at Alameda County Book of Maps, Book 16, pages 40-41, filed July 5, 1917. Notwithstanding this description, Logan was deeded a fee interest in Parcel Three in its entirety, and he has paid property taxes on Parcel Three since the date of his acquisition of the Property.

C. Logan has asserted that he has a fee interest in Parcel Three, on the grounds that, *inter alia*, the offer of dedication as represented in said Map was never accepted by the City; that there was no implied acceptance of this offer of dedication; that Logan has maintained Parcel Three since

his purchase of the Property; that Logan has paid property taxes on Parcel Three since his purchase of the Property; and that he was deeded a fee interest in all of Parcel Three by his grantor.

D. The City has researched the facts at issue in Logan's claim, and based upon its research and analysis the City has determined that the City did not ever accept any offer of dedication of any portion of Parcel Three, and that the City therefore has no legal interest in any portion of Parcel Three.

E. Logan and the City have now agreed to resolve and settle all claims which have been asserted or may be asserted by Logan in connection with his claim of ownership of Parcel Three, including any claims for reimbursement for maintenance of Parcel Three, property taxes paid by Logan on Parcel Three, economic damages suffered by Logan from his loss of use of Parcel Three, and attorneys fees he has incurred in obtaining clear title to Parcel Three.

F. In so resolving this claim, Logan and City wish to avoid the necessity of Logan filing a Quiet Title action, and wish to avoid any further incurring of attorneys fees or costs.

Accordingly, Logan and the City have agreed to resolve this matter in accordance with the terms and conditions set forth herein.

AGREEMENT

Now, therefore, in consideration of the promises, mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. Immediately upon the approval of the language and form of this agreement by attorneys for the City and Logan, the City Attorney shall present this agreement to the City Council for its affirmation.

2. Subject to the affirmation of this agreement by the City's council and immediately following said affirmation, the City shall execute a quitclaim releasing any claims of interest to the real property described as Parcel Three in the legal description attached hereto as Exhibit A arising out of the dedication of property made by subdivision map filed at Alameda County Book of Maps, Book 16, pages 40-41, filed July 5, 1917. Logan shall prepare at his own expense the Quit Claim Deed, in consultation with the City Attorney, which shall be delivered to the City Attorney. Upon the execution of the Quit Claim Deed by the appropriate authority in the City, the Deed shall be delivered to the attorney for Logan for recordation. Logan shall pay any required recordation fees.

3. Upon the execution of said Deed, Logan hereby releases the City from any claims of reimbursement or liability arising out of this claim, including any claim for reimbursement for costs associated with maintaining Parcel Three or bringing forth this claim regarding Parcel Three.

4. Upon the recordation of said Deed, the City hereby releases Logan from any claims of liability, reimbursement or claims of any other kind arising out of any dispute regarding Parcel Three.

5. The City hereby warrants that there have been no liens, conveyances or transfers of Parcel Three by the City to any other party, and that the City has authority to execute said Deed as herein described. Logan

hereby warrants that he is the legal owner of Parcel Three and of the Property, and that he has not conveyed or transferred the Property to any other party.

6. This Agreement constitutes the entire agreement between the parties with regard to the Property, and this agreement and release is executed without any reliance upon any promise, warranty or representation by any party or any representative of any party, other than those contained herein.

7. Each party will bear its own costs, expenses and attorneys fees arising out of or in any way connected with the Property.

8. The parties understand and agree that this agreement may not be altered, amended or otherwise changed in any respect except in writing, executed by each of the parties to this agreement.

9. The parties hereto stipulate that any common law or statutory law provision that an ambiguous term be construed against the maker of the agreement is hereby waived.

10. This agreement shall extend to and bind each of the parties, on behalf of themselves, their heirs, employees, assigns and successors.

11. The validity or unenforceability of any provision hereof or any part of any provision hereof shall in no way effect the validity or enforceability of any other provision or part hereof.

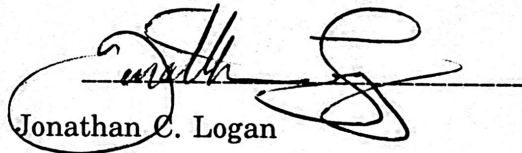
12. This agreement shall be interpreted pursuant to the laws of the state of California.

13. This agreement may be executed in any number of counterparts, with the same effect as if all parties were to have signed the same document.

14. The parties hereto covenant and agree that each shall cooperate with each other in signing any documents, including any deed, certification or document reasonably necessary for the proper effectuation of this agreement.


IN WITNESS THEREOF, the parties hereto so agree and have caused this agreement to be executed as of the dates written below.

Dated 10-31-93


Jonathan C. Logan

Dated 1-13-94

THE CITY OF BERKELEY,

by 
its City Manager

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name Jonathan C. Logan
Street Address 3003 Dwight Way
City & State Berkeley, CA 94704

COPY OF DOCUMENT RECORDED
JAN 18 1994 ON 94022969 AS NO.
HAS NOT BEEN COMPARED WITH ORIGINAL
ALAMEDA COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name Jonathan C. Logan
Street Address 3003 Dwight Way
City & State Berkeley, CA 94704

QD 868 IB

Quitclaim Deed

181619

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

The undersigned Grantor (s) declare (s) under penalty of perjury that the following is true and correct:

DOCUMENTARY TRANSFER TAX \$ -0-

- () computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (XX) City of Berkeley, and

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

CITY OF BERKELEY

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

JONATHAN C. LOGAN, an unmarried man

the following described real property in the City of Berkeley county of Alameda state of California:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This Quitclaim Deed is to release any interest the City of Berkeley may have by reason of any implied dedication for public use of those areas shown as "Public Place" on the Map of University Uplands Tract, Filed July 5, 1917, in Book 16 of Maps, at Page 40, Alameda County Records.

Dated 1-13-94

Weldon J. Rucker
By:
City of Berkeley

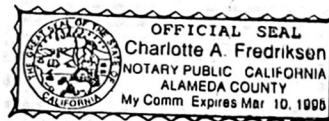
State of California

County of Alameda
On January 13, 1994
before me, Charlotte A. Fredriksen

personally appeared Weldon J. Rucker
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Charlotte A. Fredriksen



If executed by a Corporation, the Corporation Form of Acknowledgment must be used.

(This area for official notarial seal)

Title Order No. Escrow, Loan or Attorney File No.

EXHIBIT "A"

PARCEL 3:

BEGINNING AT A POINT LOCATED SOUTH 89° 16' 35" WEST 142.54 FEET FROM THE INTERSECTION OF THE OAKLAND-BERKELEY LINE WITH THE SOUTH BOUNDARY LINE OF THE UNIVERSITY UPLANDS TRACT, AS SAID TRACT IS SHOWN ON THE MAP OF "UNIVERSITY UPLANDS, OAKLAND-BERKELEY, ALAMEDA COUNTY, CALIFORNIA", FILED JULY 5, 1917, IN BOOK 16 OF MAPS, AT PAGE 40, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY (THE COURSE OF NORTH 85° 14' EAST FOR SAID SOUTH BOUNDARY LINE AS SHOWN ON SAID MAP BEING ADOPTED FOR THE PURPOSES OF THIS DESCRIPTION); AND RUNNING THENCE NORTH 4° 46' WEST 77 FEET; THENCE NORTH 17° 22' 40" EAST 34.90 FEET; THENCE NORTH 51° 07' 25" WEST 55.62 FEET; THENCE NORTH 50° 50' 20" WEST 105.78 FEET THE NORTHWESTERN LINE OF LOT 17 IN BLOCK "E" AS SAID LOT AND BLOCK ARE SHOWN ON SAID MAP; THENCE ALONG THE LAST NAMED LINE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 357.11 FEET TO A DISTANCE OF 11.57 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 30 FEET; A DISTANCE OF 117.15 FEET (THE LONG CHORD OF WHICH BEARS NORTH 78° 38' 33" WEST 55.68 FEET;) THENCE SOUTH 33° 13' 30" WEST 147.78 FEET; THENCE SOUTH 13° 45' 30" WEST 117.72 FEET; AND THENCE NORTH 85° 14' EAST 293.05 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 3.00 ACRE TRACT OF LAND DESCRIBED IN THE DEED BY W. W. WHITE AND ANNA M. WHITE TO JOHN D. MC YLAN, DATED JUNE 1, 1917, RECORDED JUNE 2, 1917, IN BOOK 2589 OF DEEDS AT PAGE 6, ALAMEDA COUNTY RECORDS.

A.P. NO. 55-1855-23 (PARCEL 3)