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COUNTY OF MARIN
COMMUNITY DEVELOPMENT AGENCY
PLANNING DIVISION

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COMMUNITY DEVELOPMENT AGENCY
PLANNING DIVISION

PETITION FOR APPEAL

TO: **THE MARIN COUNTY Planning Commission**
3501 Civic Center Drive (Planning Commission or Board of Supervisors)
San Rafael, CA 94903-4157

1. The undersigned, **Oona Ratcliffe**, hereby files an appeal
(Appellant/Petitioner)

of the decision issued by the **Deputy Zoning Administrator**
(Director, or Deputy Zoning Administrator, or Planning Commission)

regarding the **Morning Phase LLC Coastal Development Permit and Coastal Variance P5981**

relating to property described and located as follows:

a) Assessor's Parcel Number **193-114-02**

b) Street Address **40 Cliff Road, Bolinas, California**

2. The basis of this appeal is:

Please see attached:

(The pertinent facts and the basis for the appeal shall be provided to the Agency at the time the appeal is filed, but no later than the last date established for the appeal period – usually 10 days following the date of the decision. If more space is needed, please attach additional pages setting forth the bases for appeal.)

FROM **Oona Ratcliffe**

(Print Name)

87 Brighton Avenue

(Address)

Bolinas, California, 94924

(City/State/Zip Code)

Digitally signed by Oona Ratcliffe
Date: 2026.07.08 12:48:47 -04'00'

(Signature)

917-293-3422

(Telephone)

oona.ratcliffe@gmail.com

(Email)

Appeal Memorandum Before the Marin County Planning Commission of the decision issued by the Deputy Zoning Administrator regarding the Morning Phase LLC Coastal Development Permit and Coastal Variance, Project ID P5981 for APN 193-114-02

Submitted by Oona Ratcliffe, 87 Brighton Avenue, Bolinas CA 94924

Administrative Appeal and Request for Additional Findings:

Introduction:

The appeal concerns the proposed remodel of the existing residence located at 40 Cliff Road in Bolinas, California.

The project is described by the applicant as an interior remodel with limited structural work together with construction of a new Accessory Dwelling Unit. The plans further identify portions of the existing residence and site improvements that are expressly acknowledged as “non-conforming” and subject to an existing Encroachment Easement dated December 14, 2010, with the adjoining property at 87 Brighton Avenue (see page A1.07 plan set).

Prior to the submission of these plans, an updated boundary survey performed by Muir Consulting November 1, 2022 established that a more significant portion of 40 Cliff Road main structure extends beyond the legal property line onto 87 Brighton Avenue parcel than previously acknowledged, with substantially more encroachment than was described in the existing Easement (see page A1.00 plan set – boundary line N84°12'00"E 20.07' south facing).

Morning Phase LLC plan set for 40 Cliff Road presents compliance issues beyond Marin County ordinary zoning and should be analyzed in terms of the following before permit is granted:

- California Residential Code fire separation requirements,
- legal nonconforming structures and fire-separation-distance,
- encroachment easements and fire-separation-distance,
- renovation versus reconstruction and substantial alteration of nonconforming structures,
- and Marin County’s authority to approve structural alterations within an encroaching building, especially with regards to property line and fire code(s) and safety.

Neither current submissions record, nor the Supplemental Memorandum dated June 25, 2026, appear to contain findings that address these issues. In the absence of consideration, the County has not shown that the proposed alteration complies with the requirements governing exterior wall openings or substantial alterations of existing openings adjacent to, or on top of, a property line.

- Fire Separation Distance:

Administrative records contain no apparent fire-separation-distance analysis for the south wall of the existing residence measured from the legal property line established by the updated boundary survey. The proposed demolition of three existing small inoperable window openings in the south wall and the installation of a substantially larger glazed operable door serving as a balcony appears to enlarge the exterior opening area within an encroaching wall. Morning Phase LLC submitted plan set does not demonstrate applicable fire-separation distance from 87 Brighton Avenue according to California Residential Code (see attached PDF CRC R302.1), nor does it demonstrate wall opening percentage allowable according to Fire Safety Distance (FSD) code. Marin County Building Official's analysis does not confirm or illustrate Morning Phase LLC plan set compliance in either of these areas.

According to "CRC Table R302.1(1) Exterior Walls" the maximum allowable opening size for a residential exterior wall located at a fire separation distance of less than 3 feet from the property line is strictly zero (openings are not permitted). If a wall has a fire separation distance of zero to three feet relative to the property line, which south wall of 40 Cliff Road main building 2nd floor proposed glazed door may be located upon according to submitted plan set, no windows, doors, or other openings of any size are legally allowed under code.

Any exterior wall between zero to five ft of property line must carry a one-hour fire-resistance rating tested in accordance with ASTM E119 or UL 263, with exposure from both the inside and outside. The plan set does not demonstrate one hour fire resistance on the south wall.

In addition, projections (eaves, balconies, decks) are strictly prohibited if the FSD is less than two feet. The updated boundary survey raises substantial questions regarding whether portions of the south wall are located at or extremely close to the legal property line. The administrative record should demonstrate how the proposed enlarged opening and balcony comply with the applicable provisions of the 2022 California Residential Code.

Please see plan set page A5.02 – Proposed Main House Elevation: South.

- Easement and the 2022 Updated Boundary Survey:

The recorded easement of December 14, 2010, permits the physical footprint of the structural encroachment to exist as a property right. It does not, however, exempt the structure from life-safety local building codes. The Encroachment Easement may establish property rights between adjoining owners, but it does not alter the legal property line for purposes of the California Residential Code. Fire Separation Distance is measured from the legal property line, and compliance with life-safety requirements remains the responsibility of the permit applicant and the Building Official. Code compliance is from the actual structural position relative to the legal property boundary line, treating any wall on a boundary line as zero-clearance or negative-clearance boundary condition.

Paragraph four of the Easement explicitly dictates that the encroachment cannot be extended or expanded in any direction, and if the structure is ever demolished or replaced, the new structure can not encroach. Because the remodel/alteration footprint, as a result of the updated survey, expands further into 87 Brighton Avenue property line than previously documented, an examination of possible breach of civil contract while simultaneously violating local zoning setbacks needs to be analyzed.

The word "demolish" in paragraph four of the Easement, as it pertains to "demolish and replace" language in California standardized encroachment easements, is strictly interpreted by the courts as: the right of the encroaching structure to remain is explicitly tied to the natural life cycle of the physical wood, concrete, and framing existing at the time of the agreement. If the structural integrity of that specific wall is compromised, or if voluntary construction substantially tears down and replaces those elements, the encroachment right is instantly extinguished. Morning Phase LLC plan set claims no more than 50% of the existing structure of the main house will occur however, according to plans submitted, extensive concrete work, complete new foundation illustrated on sections proposed, and substantial structural shifts in the south wall demand analysis and consideration in terms of compliance with language in Easement regarding the Encroachment right to exist. The plans distinguish many existing features as "repair and maintain in kind," while proposed plans for the south wall appear to

involve demolition and more substantial modification. “Repair in kind” versus structural alteration needs to be analyzed as the Easement conditions are defined by these distinctions.

Under the California Residential Code and California Building Code Chapter 7, any modification that changes the geometry, framing, structural headers, or area of an existing penetrable space will be treated as a new opening. It will not qualify for a “like-for-like” repair or retrofit exemption. Consolidating three window openings into one massive structural span requires cutting existing king/jack studs, removing intermediate framing, and engineering a much larger structural header. Any new opening size on a wall near to property line needs to be examined for compliance. It also should be considered also, that when major structural alterations are performed —such as removing the studs between three windows to install a sliding door header, a “voluntary partial demolition” is executed. This could be considered demolition of the non-conforming wall assembly and also needs to be analyzed in terms of conditions of the Easement language in paragraph four, Limitations of Grantees’ Use.

Note: Prior to submission of the plan set Owner’s representative from 40 Cliff Road and 87 Brighton Avenue met on several occasions to discuss a possible Lot Line Adjustment. At that time 40 Cliff Road acknowledged that the updated survey “created a non-conforming condition with our southern windows” and proposed boundary adjustments to “maintain the 3’ clearance” at the second-floor windows. Please see attached “Lot Lines Study – Option 2023.1.26” and also “2025_04_04 40 Cliff – Sections” which further illustrate boundary/property lines, and location of proposed glass door and balcony. “2025_0324 40 Cliff – Renderings”, also attached, illustrates the structure of proposed balcony on south side of 40 Cliff Road parcel.

Administrative Record – Absence of Required Findings

Based upon the administrative record presently before the Planning Commission, including the architectural plans, the Supplemental Memorandum dated June 25, 2026, the updated boundary survey, the recorded Encroachment Easement, and the materials submitted by the applicant, the record does not appear to contain substantial evidence supporting findings regarding several issues that are material to approval of the proposed project. In particular, the record does not appear to demonstrate compliance with the 2022 California Residential Code provisions governing fire-separation distance and exterior wall openings, the legal effect of the updated boundary survey establishing the current property line, the scope of rights granted by the recorded Encroachment Easement, or whether the proposed alterations intensify, enlarge, or reconstruct an existing legal nonconforming structure.

Before approving the project, Marin County should make express written findings addressing the following issues.

Requested Administrative Findings Checklist:

- ☐ Determine the legal significance of the updated boundary survey and whether it establishes the controlling legal property line for Building Code review.
- ☐ Determine the precise Fire Separation Distance (FSD) from the south wall of the existing residence to the current legal property line established by the updated survey.
- ☐ Identify the code provisions relied upon in determining compliance with 2022 California Residential Code (CRC) § R302.1 and Table R302.1(1) governing exterior wall openings and fire-separation distance.
- ☐ Determine whether the south wall is required to be a one-hour fire-resistance-rated exterior wall under the applicable provisions of the California Residential Code.
- ☐ Determine whether replacing three existing window openings with one substantially larger operable glazed door constitutes:
 - replacement of an existing opening,
 - enlargement of an existing opening, or
 - creation of a new exterior opening for purposes of the California Residential Code.
- ☐ Determine the allowable percentage of unprotected exterior wall openings based upon the measured Fire Separation Distance.
- ☐ Determine whether the proposed balcony constitutes a prohibited or restricted projection based upon the measured Fire Separation Distance.
- ☐ Determine whether the proposed south wall alterations increase the degree of legal nonconformity of the existing residence.
- ☐ Determine whether the proposed project intensifies an existing legal nonconforming condition by increasing glazing, occupancy, fire exposure, or use of the encroaching portion of the residence.
- ☐ Determine whether the proposed alterations constitute maintenance, repair in kind, alteration, reconstruction, or expansion under the California Existing Building Code and Marin County Development Code.
- ☐ Determine whether the proposed demolition and reconstruction of portions of the south wall remain within the scope of rights granted by the recorded Encroachment Easement.
- ☐ Interpret Paragraph 4 of the Encroachment Easement and determine whether it authorizes:
 - continued maintenance only,

- structural alteration,
- demolition and reconstruction,
- enlargement of exterior openings, or
- construction of a new balcony.

☐ Determine whether the proposed balcony constitutes an expansion of the encroaching structure beyond the rights granted under the Encroachment Easement.

☐ Determine whether structural alterations within the encroaching area are permissible under Marin County regulations governing legal nonconforming structures.

☐ Determine whether approval of the project requires additional findings because the updated survey establishes a significantly greater encroachment than previously reflected in the recorded easement.

☐ Determine whether the project complies with all applicable Coastal Development Permit findings in light of the revised legal property boundary and the existing nonconforming encroachment.

For the reasons stated above, Appellant respectfully requests that the Planning Commission grant this appeal, remand the matter for additional technical and legal review, and require the applicant to demonstrate compliance with all applicable provisions of the Marin County Development Code, the California Residential Code, the California Existing Building Code, and the recorded Encroachment Easement before any permit is approved. The updated boundary survey, the proposed structural alterations to the south wall, the enlarged glazed opening and balcony, and the acknowledged encroachment upon the adjoining parcel present issues that are material to the County's decision and require express findings supported by substantial evidence in the administrative record. In the absence of such findings, the record does not demonstrate that the project complies with applicable land-use regulations, life-safety requirements, or the limitations governing alteration of an existing legal nonconforming structure.

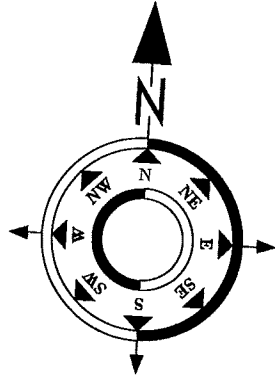
Reference List :

- Updated Boundary & Topographic Survey of 40 Cliff Road / 87 Brighton Avenue (submitted with appeal).
- Morning Phase LLC Architectural Plan Set, including Sheets A1.00, A1.07, A1.10, A5.02 and related drawings.
- PDF CRC R302.1

- Recorded Encroachment Easement dated December 14, 2010 (included in the architectural plan set).
- Morning Phase LLC “Lot Lines Study – Option 2023.1.26.”
- Morning Phase LLC “2025_04_04 40 Cliff – Sections”
- Morning Phase LLC “2025_0324 40 Cliff – Renderings”

LEGEND:

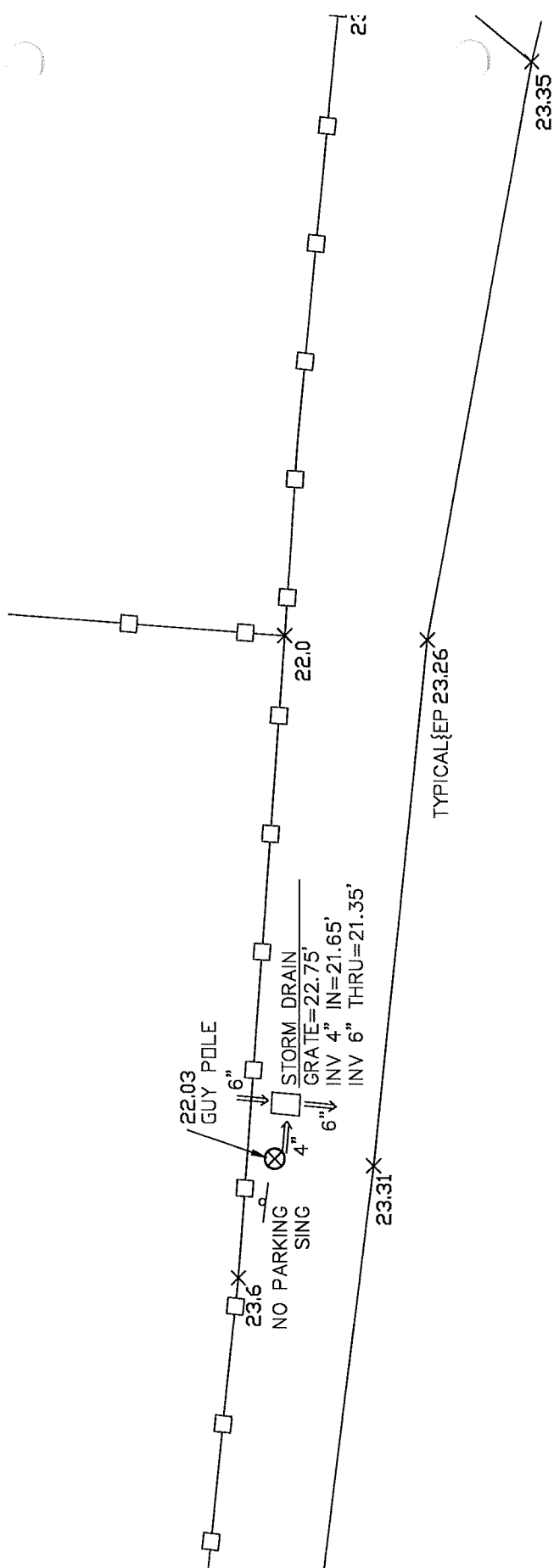
AC	ASPHALTIC CONCRETE
BLDG	BUILDING
CF	CONCRETE FOOTING
CIP	CAST IRON PIPE
CONC	CONCRETE
CRW	CONCRETE RETAINING WALL
EM	ELECTRIC METER
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
FL	FLOWLINE
GB	GRADE BREAK
GS	GROUNDSHOT
HB	HOSE BIB
HP	HINGE POINT
JP	JOINT POLE
LNDG	LANDING
PT	PROPANE TANK
RP	ROOF PEAK
SDMH	STORM DRAIN MANHOLE
SSMH	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TCRW	TOP OF CONCRETE RETAINING WALL
THRESH	THRESHOLD
TOB	TOP OF BUILDING
TRRT	TOP OF RAILROAD TIE
TRRW	TOP OF ROCK RETAINING WALL
TWRW	TOP OF WOOD RETAINING WALL
UNKN	UNKNOWN
VLT	VAULT
WGV	WATER GATE VAVLE
WH	WATER HEATER
WRW	WOOD RETAINING WALL
	INDICATES FIRE HYDRANT
X51.4	INDICATES GROUNDSHOT
	INDICATES TREE SIZE
	INDICATES BOUNDARY LINE
	INDICATES LOT LINE
	INDICATES MAJOR CONTOUR LINE
	INDICATES MINOR CONTOUR LINE
	INDICATES WIRE FENCE
	INDICATES WOOD FENCE
	INDICATES ROCK RETAINING WALL



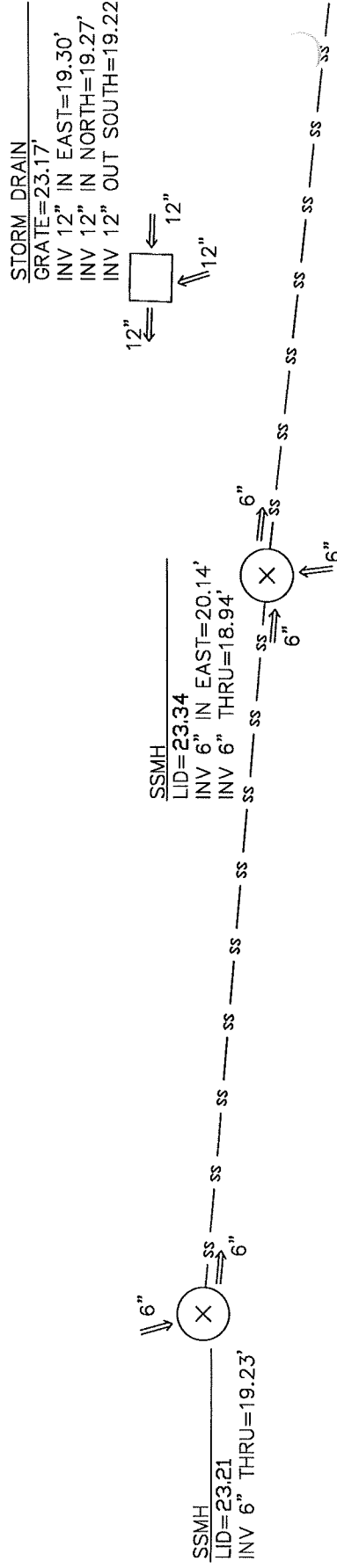
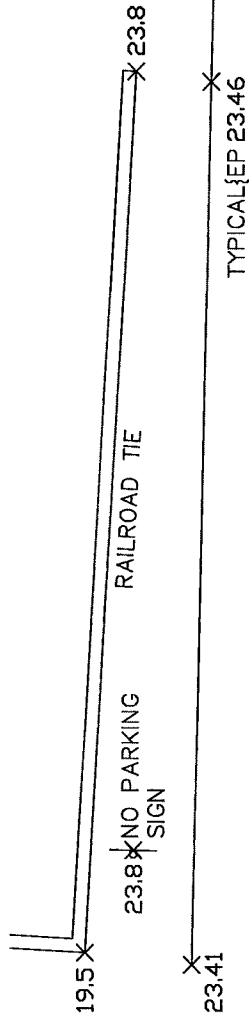
GRAPHIC SCALE



(IN FEET)
1 inch = 8 ft.



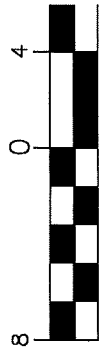
BRIGHTON AVENUE



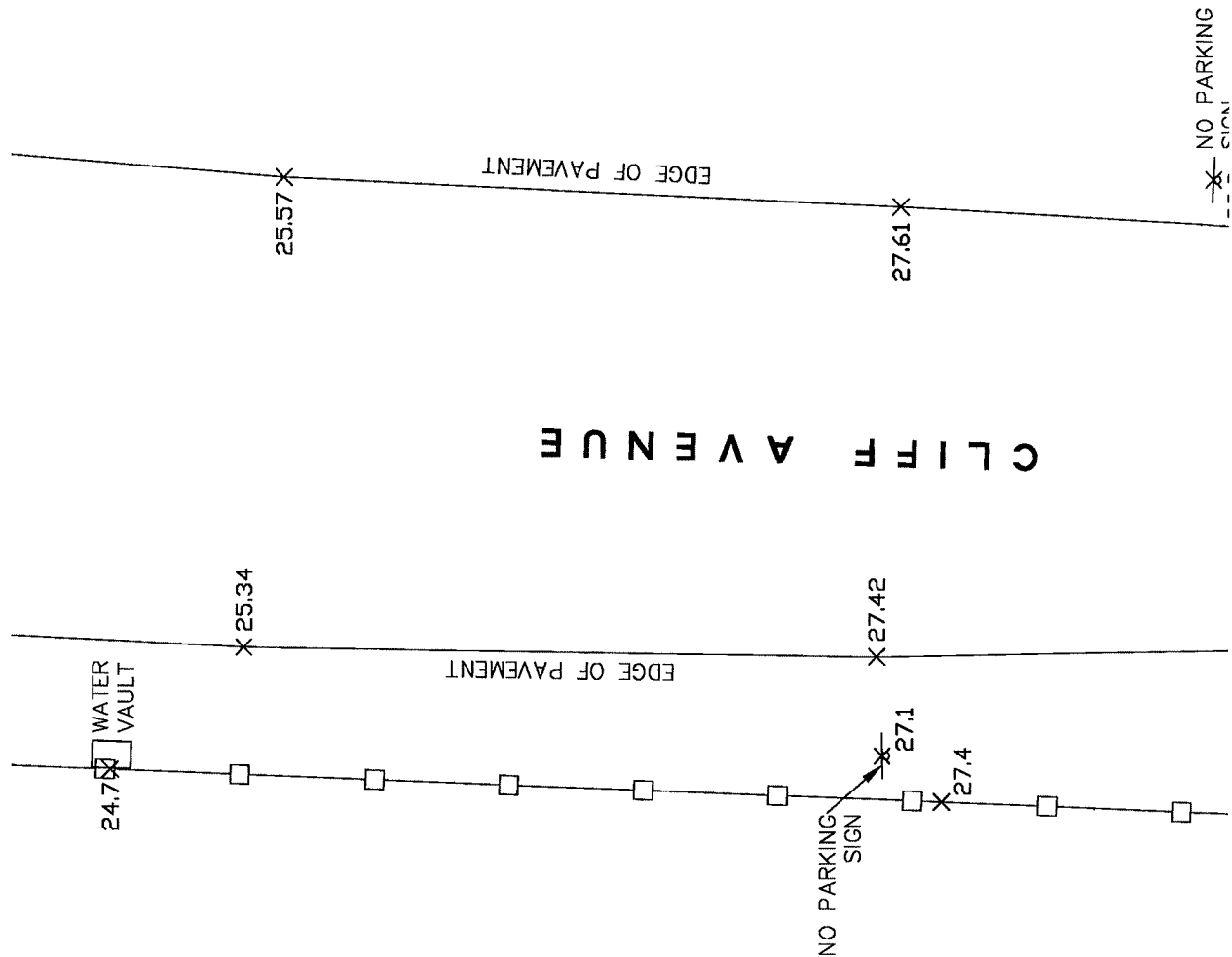
WGV 23.08 ⊗ 23.07 WGV

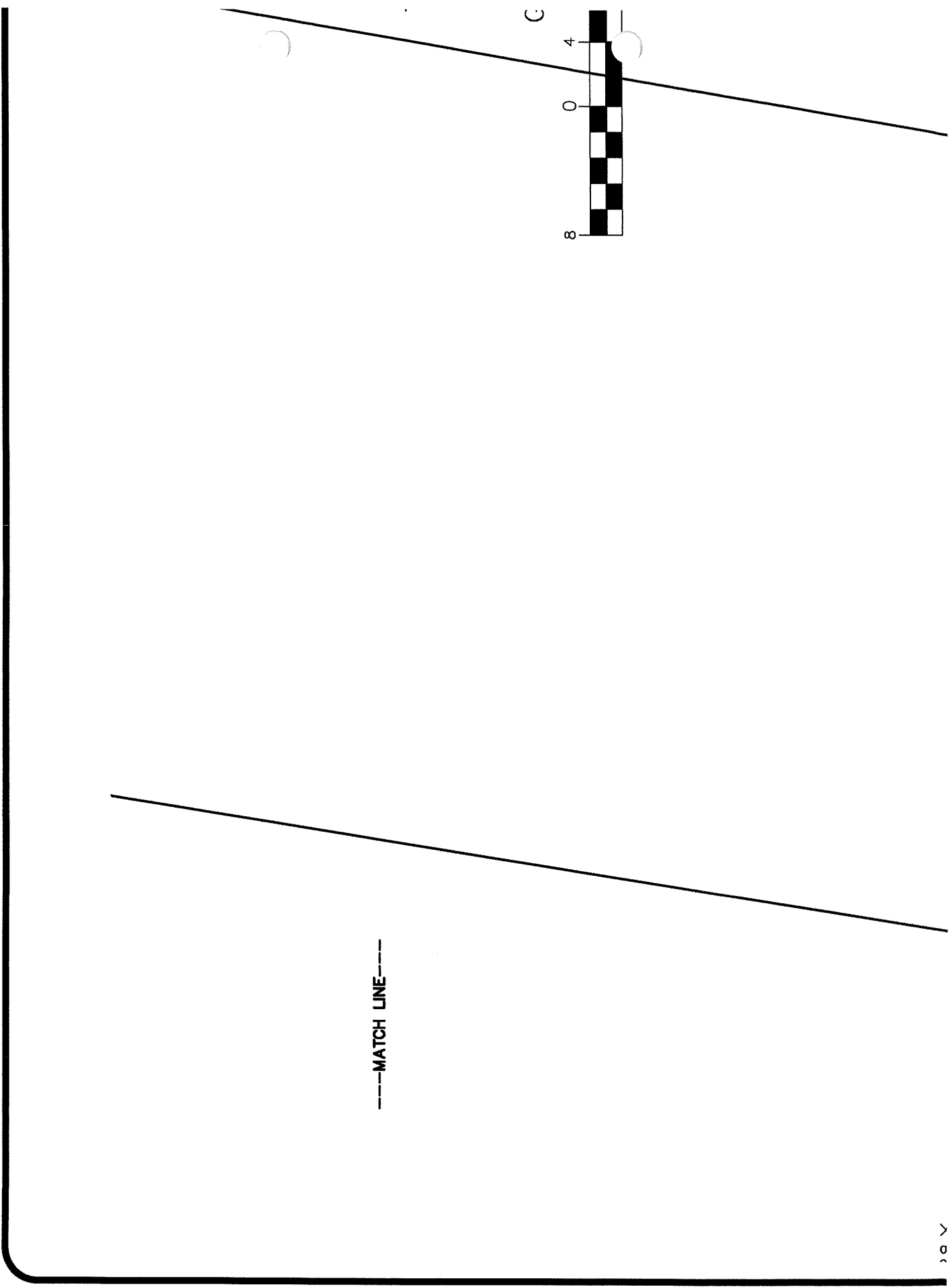
WGV 23.01 ⊗

WGV 23.08 ⊗



CLIFF AVENUE





---MATCH LINE---

Excerpt From: 2022 California Residential Code, Title 24, Part 2.5 with Jan 20

R302.1 Exterior walls.

Construction, projections, openings and penetrations of exterior walls of *and accessory buildings* equipped throughout with an automatic sprinkler system shall comply with R302.1(2).

Exceptions:

- 1. Walls, projections, openings or penetrations in walls perpendicular to the exterior wall.
- 2. Walls of individual dwelling units and their accessory structures.
- 3. Detached tool sheds and storage sheds, playhouses and similar structures based on location on the lot. Projections beyond the exterior wall shall not exceed 4 inches (102 mm).
- 4. Detached garages accessory to a dwelling located within 10 feet (3048 mm) of the exterior wall.
- 5. Foundation vents installed in compliance with this code are permitted.

TABLE R302.1(1)EXTERIOR WALLS

EXTERIOR WALL ELEMENT		FIRE-RATING
Walls	Fire-resistance rated	1 hour—tested in accordance with <u>ASTM E119</u> with
	Not fire-resistance rated	
	Not allowed	
Projections	Fire-resistance rated	1 hour on the exterior

16

RECORDING REQUESTED BY:

JACK SIEDMAN
WHEN RECORDED MAIL TO:

JACK SIEDMAN
P.O. BOX 37
BOLINAS, CAL 94924

2010-0064956

Recorded
Official Records
County of
Marin
JOAN C. THAYER
Assessor-Recorder

REC FEE 45.00

22:06PM 14-Dec-2010 | a Page 1 of 1

THIS SPACE FOR RECORDERS USE ONLY

AP Nos.193-102-26&193-114-02

DOCUMENT TITLE

EASEMENT AGREEMENT

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

ADDITIONAL RECORDING FEE APPLIES

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

~~John P. McGrath~~

~~Falco & McGrath~~

~~1940 A Tice Valley Blvd.~~

~~Walnut Creek, California 94595~~

JACK SIEDMAN

P.O. BOX 37

BOLINAS, CALIF. 94924

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made by and between Ashley Ratcliffe (hereinafter referred to as "Grantor") and Kevin and Annette Haw, (hereinafter collectively referred to as "Grantee") and is effective as of the last date of signature.

RECITALS

Grantor is the owner of certain real property ("the servient tenement") in the town of Bolinas, Marin County, California, known as 87 Brighton Ave., APN 193-102-26. Said servient tenement is depicted on Exhibit "A", attached hereto, which is a reproduction of the Town of Bolinas Assessor's Map Bk.193-pg.11, County of Marin, California, and incorporated herein by this reference.

Grantee is the owner of certain real property ("the dominant tenement") in the town of Bolinas, Marin County, California, known as 40 Cliff Road APN 193-114-02 as depicted on the above-described Exhibit "A", attached hereto, incorporated herein by this reference.

The purpose of this Agreement is to grant to Grantee certain easement rights over the property of Grantor, as set forth below.

AGREEMENT

1. Purpose of Agreement. A structure on Grantee's property encroaches upon a portion of Grantor's property, as depicted on the above-described Exhibit "A", attached hereto and incorporated herein by reference. The Encroachment occurred approximately thirty (30) years ago as an add-on to a structure that already existed on the dominant tenement. "The Encroachment" is approximately four (4) feet in the North to South direction and seventeen (17)

feet in the East to West direction and ranges in height from approximately five (5) foot, nine (9) inches at its lowest point to seven (7) foot at its tallest point, and is attached to the structure on the dominant tenement. The Encroachment is part of the kitchen and bathroom areas of the structure on the dominant tenement. The purpose of this Agreement is to grant an easement to Grantee allowing the continuation of The Encroachment and Grantee's continued use of The Encroachment.

2. Grant of Easement. In consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, Grantor hereby voluntarily grants and conveys to Grantee, and their successors and assigns, subject to all existing encumbrances and exception to title, an easement appurtenant over the servient tenement of the nature and character and to the extent hereinafter set forth.

Grantor hereby grants to Grantee the following: an exclusive easement for The Encroachment which is entirely on the servient tenement and permanently attached and incorporated into the structure on the dominant tenement. The Encroachment is described above and identified on the above-described Exhibit "A", attached hereto and incorporated herein by reference.

Should either party want a legal description to more particularly describe the location of this easement, the party wanting the legal description shall be free to obtain one and the other party agrees to make an appropriate amendment to this agreement, in recordable form, to include said legal description. This easement shall be appurtenant to the dominant tenement.

3. Declaration of Restrictions. The Grantor hereby declares that the servient tenement shall be held, transferred, sold, conveyed, given, leased, occupied and used subject to all of the restrictions, covenants, easements, equitable servitudes, and affirmative obligations set forth in this Agreement.

4. Limitations of Grantees' Use. The use of the Easement by Grantee, and their successors in interest and assigns, is limited to the uses of the dominant tenement identified above. No other structures shall be constructed in the easement area, nor shall The Encroachment be extended or expanded in any direction, beyond its current envelope, including in height. In addition, if The Encroachment is ever demolished or if the structure on the dominant tenement to which it is affixed is ever replaced with a new structure, such new structure will not encroach into the easement area.

5. Maintenance and Repair. The obligation for maintenance and repair of the existing structure within the Easement shall be solely that of the Grantee.

6. Indemnity.

(a) Grantee shall indemnify and hold Grantor harmless against any and all claims, expenses, and liability due to any of Grantee's actions or actions of Grantee's subcontractors, guests, invitees, and/or agents related to the Easement.

(b) Grantor shall indemnify and hold Grantee harmless against any and all claims, expenses and liability due to any of Grantors' actions and actions of Grantors' subcontractors, guests, invitees, and/or agents related to the Easement.

7. Mediation. If a dispute arises out of or is related to this Easement Agreement, or its breach, the parties agree to try in good faith to settle the dispute by non-binding mediation before resorting to court action. The parties shall each pay one-half the cost of such mediation.

8. Discretion of Parties. Enforcement of the terms of this Easement shall be at the discretion of Grantee and Grantor, and any forbearance by Grantee or Grantor to exercise their rights under this Easement in the event of any breach of any term of this Easement by the other shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of any rights under this Easement. No delay or omission in the exercise of any rights or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend this Easement. Any such amendment shall be recorded in the official records of Marin County, California.

10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:
Ashley Ratcliffe
P.O. Box 635
Bolinas, CA 94924

To Grantee:
Kevin and Annette Haw

435 South Ray Rd.
Portland, TN 37148

or to such other address as either party or its assignee from time to time shall designate by written notice to the other.

If either Grantor or Grantee shall sell their respective properties, thereafter the notices shall be sent to the name and address listed in the Marin County Assessor's most current listings as owner of the sold property.

11. Easement to Run With the Land.

(a) All of the restrictions, covenants, easements, equitable servitudes and affirmative obligations set forth in this Agreement that touch and concern the Property shall run with the land. All other terms, covenants, conditions and provisions of this Agreement shall inure to the benefit and be binding upon the respective heirs, successors and assigns of the parties.

(b) The terms and conditions of this agreement shall not give rise to any personal obligation of: (1) the Grantor for actions or events occurring after the Grantor no longer owns the servient tenement; or (2) the Grantee for actions or events occurring after the Grantee no longer owns the dominant tenement.

12. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provisions of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire Agreement of the parties with respect to the Easement and supersedes all prior

discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the "Amendment" paragraph herein.

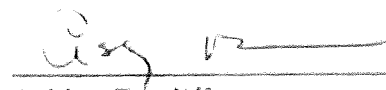
(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Attorney Fees. The prevailing party in any lawsuit or arbitration arising out of this agreement shall be entitled to recover reasonable attorney's fees.

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

DATED: Feb 16, 2010

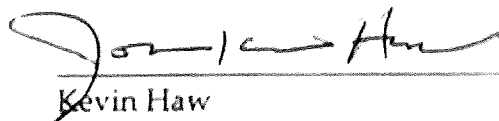
GRANTOR:



Ashley Ratcliffe

DATED: 3-8-10, 2010

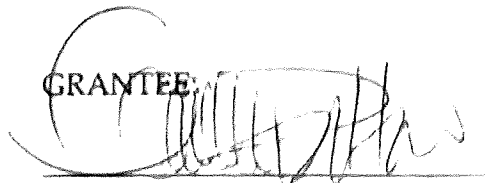
GRANTEE:



Kevin Haw

DATED: 3-8-10, 2010

GRANTEE:



Annette Haw

State of California)
)ss.
 County of Marin

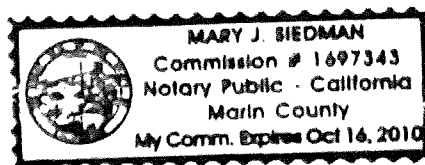
On February 16, 2010 before me, MARY J. SIEDMAN,
 Notary Public in and for said State, personally appeared ASHLEY RATCLIFFE
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
~~he~~/she/~~they~~ 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 upon behalf of
 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(NOTARY SEAL)


 Signature of Notary Public



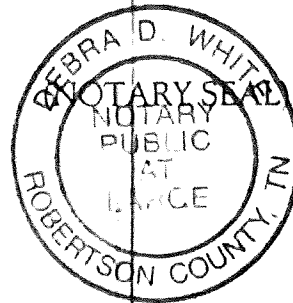
State of Tennessee)
 County of Robertson)^{ss.}

On March 8, 2010 before me, DEBRA WHITE, Notary Public in and for said State, personally appeared KEVIN HAW who 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 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra D. White
 Signature of Notary Public



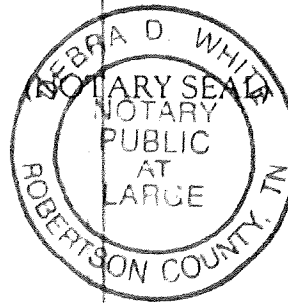
State of Tennessee)
 County of Robertson)^{ss.}

On March 8, 2010 before me, Debra White, Notary Public in and for said State, personally appeared ANNETTE HAW who 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 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra D. White
 Signature of Notary Public



POR. RANCHO LAS BAULINES

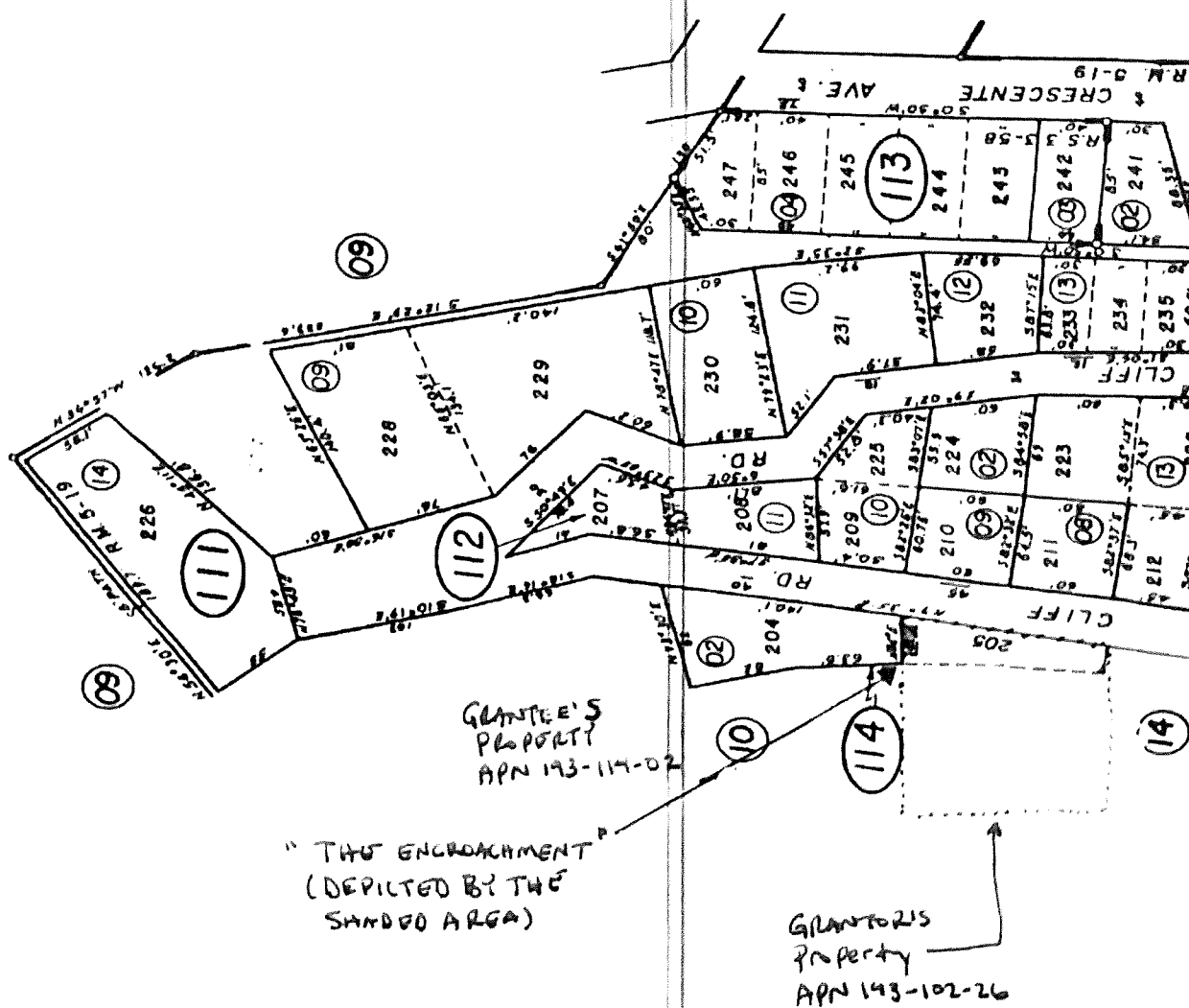


EXHIBIT "A" TO EASEMENT AGREEMENT
B/W KEVIN + ANNETTE HAW + ASHLEY RATCLIFFE
PAGE 1 OF 3

Commencing at the Northeasterly corner of Lot 24 as shown upon that map entitled, "Plat of Granda Vista", filed for record in Book 1 of Maps, at Page 19, Marin County Records, also being the Northwesterly corner of Lot 205 as shown upon that map entitled, "Mesa Addition to the Granda Vista Tract", filed for record in Book 5 of Maps, at Page 19, Marin County Records; thence Easterly along the Northerly line of said Lot 205, N 84deg 12' E, a distance of 2.79 feet to the TRUE POINT OF BEGINNING; thence leaving said Northerly line of Lot 205, S 03deg 50' E, a distance of 2.91 feet; thence N 86deg 09' E, a distance of 17.38 feet; thence N 03deg 50' W, a distance of 3.50 feet to a point on said Northerly line of Lot 205; thence Westerly along said Northerly line of Lot 205, S 84deg 12' W, a distance of 17.39 feet to the TRUE POINT OF BEGINNING.

EX "A" - PAGE 2 OF 3



GRANDA VISTA

1 R.M. 10

23

APN 193-102-13

24

APN 193-102-26

84.00'

POINT OF COMMENCEMENT N 06°00' W

2.79'

S 03°50' E

2.91'

205

ENCROACHMENT
EASEMENT

RESIDENCE

204

APN 193-114-02

MESA ADDITION TO
GRANDA VISTA TRACT
5 R.M. 10N 03°50' W
3.50'

S 07°35' W

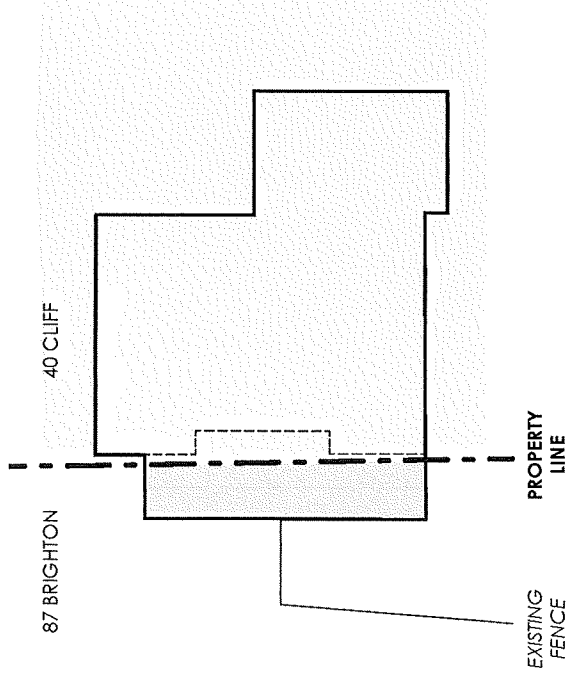
140.10'

CLIFF ROAD (30' R/W)

EX "A" - PAGE 3 OF 3

CURRENT CONDITION

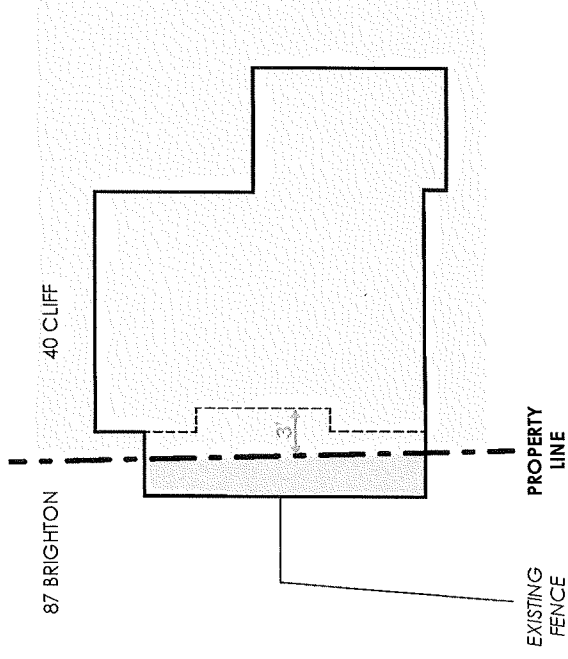
AFTER UPDATED SURVEY



- A recently completed survey determined that your property is larger than the encroachment easement previously suggested
- The updated PL has created a non-conforming condition with our southern windows
- Please review the 3 possible property line adjustment solutions to the right

OPTION 1

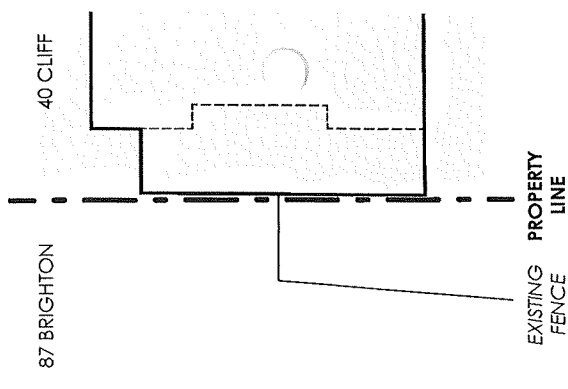
ADJUST PL TO PREVIOUSLY ASSUMED LOCATION



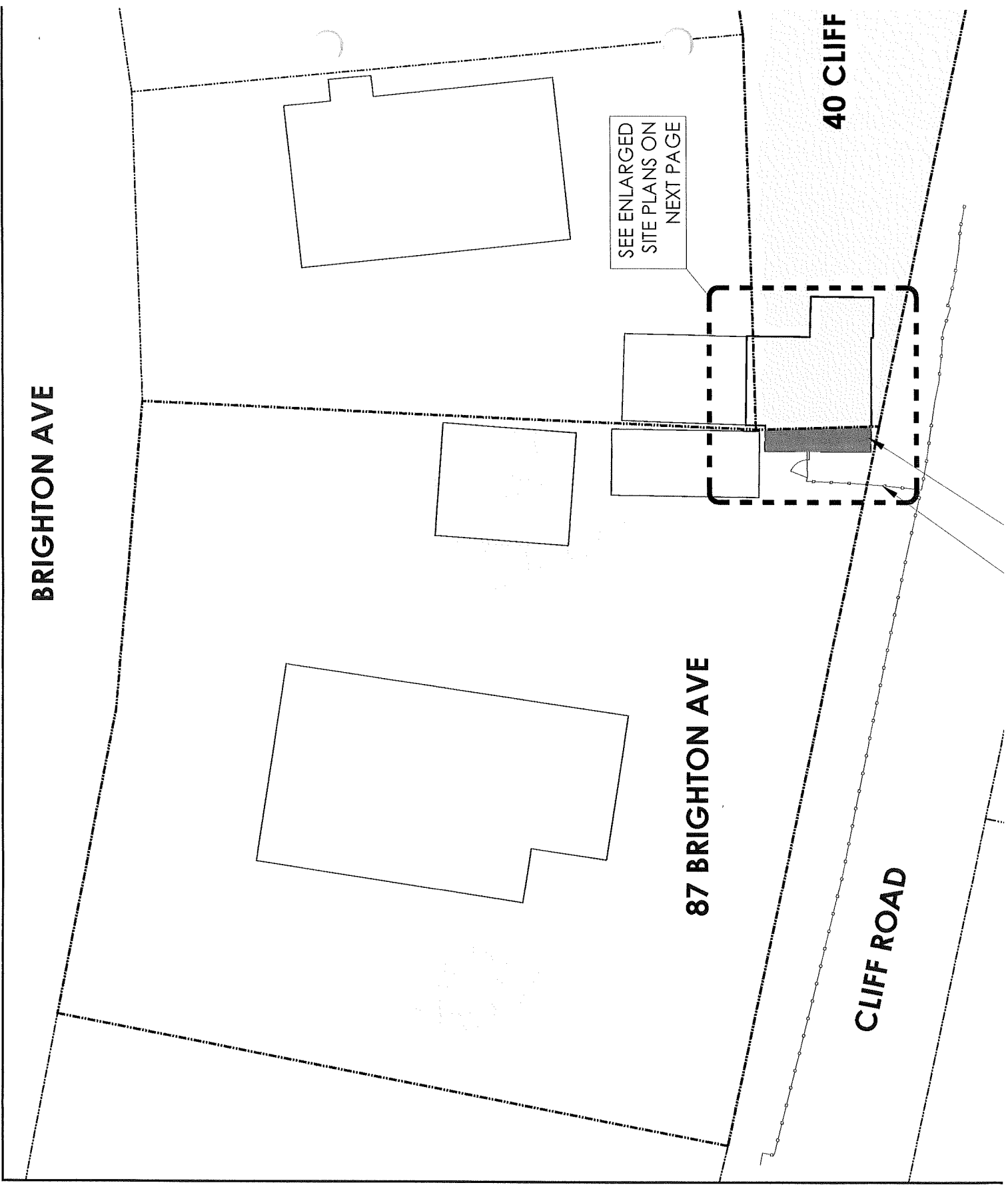
- PL adjusts to previously assumed location
- Encroachment easement remains as written
- Maintains the 3' clearance shown above with 2nd level windows

OPTION

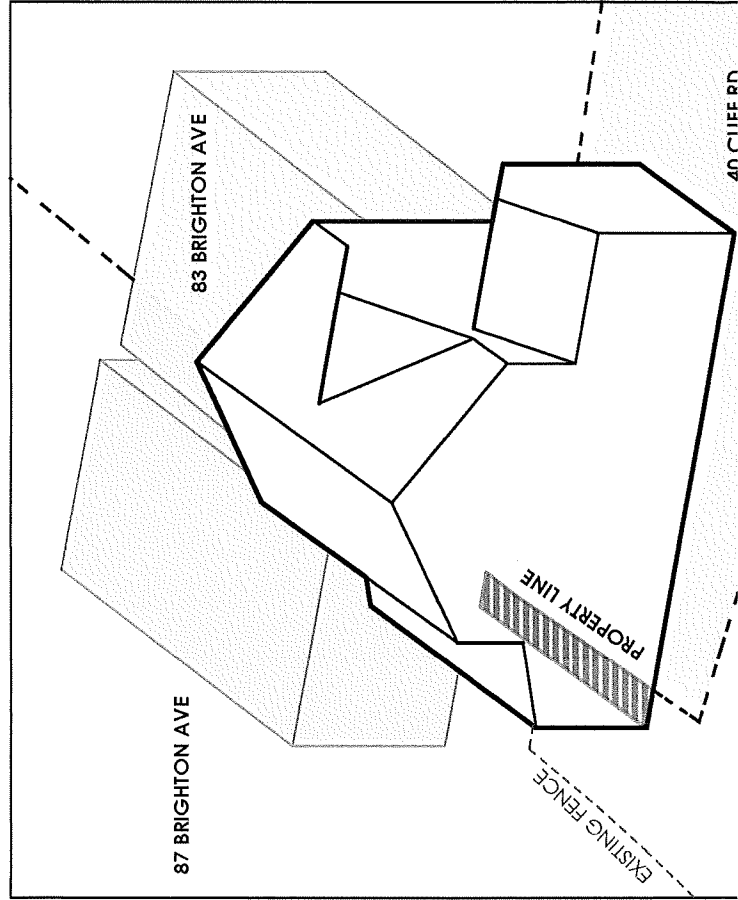
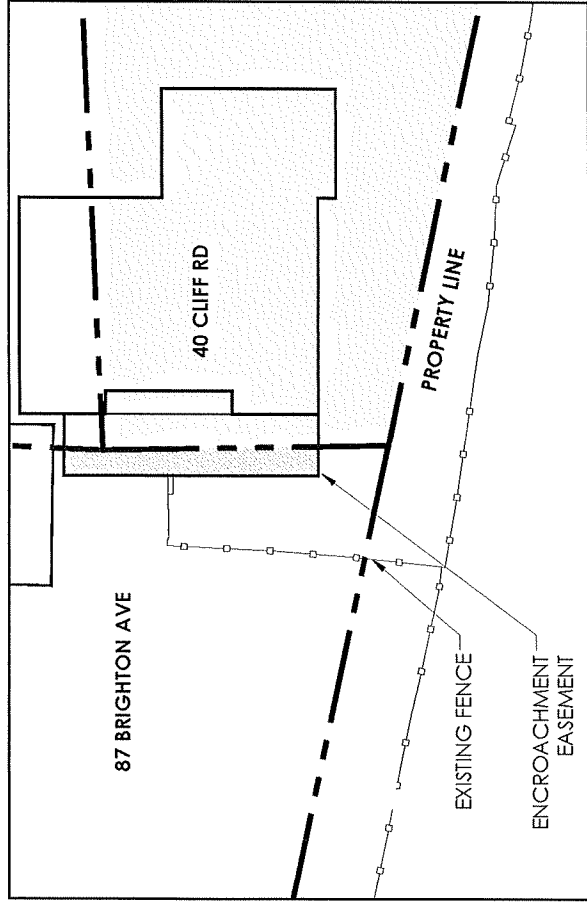
ADJUST PL TO SOUTH



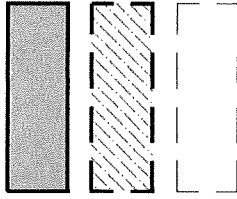
- PL adjusts to align with so building footprint
- Encroachment easement necessary
- Our house is entirely on o window clearance is con







DEMO LEGEND:

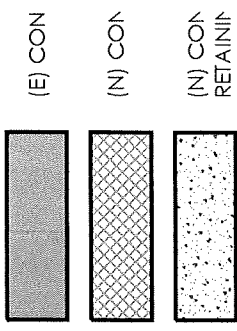


(E) CONSTRUCTION TO REMAIN

(E) CONSTRUCTION TO BE REMOVED

(E) ELEMENTS TO BE REMOVED

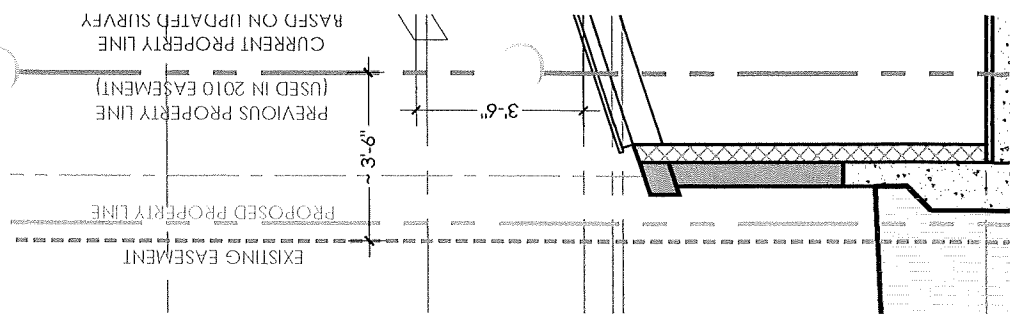
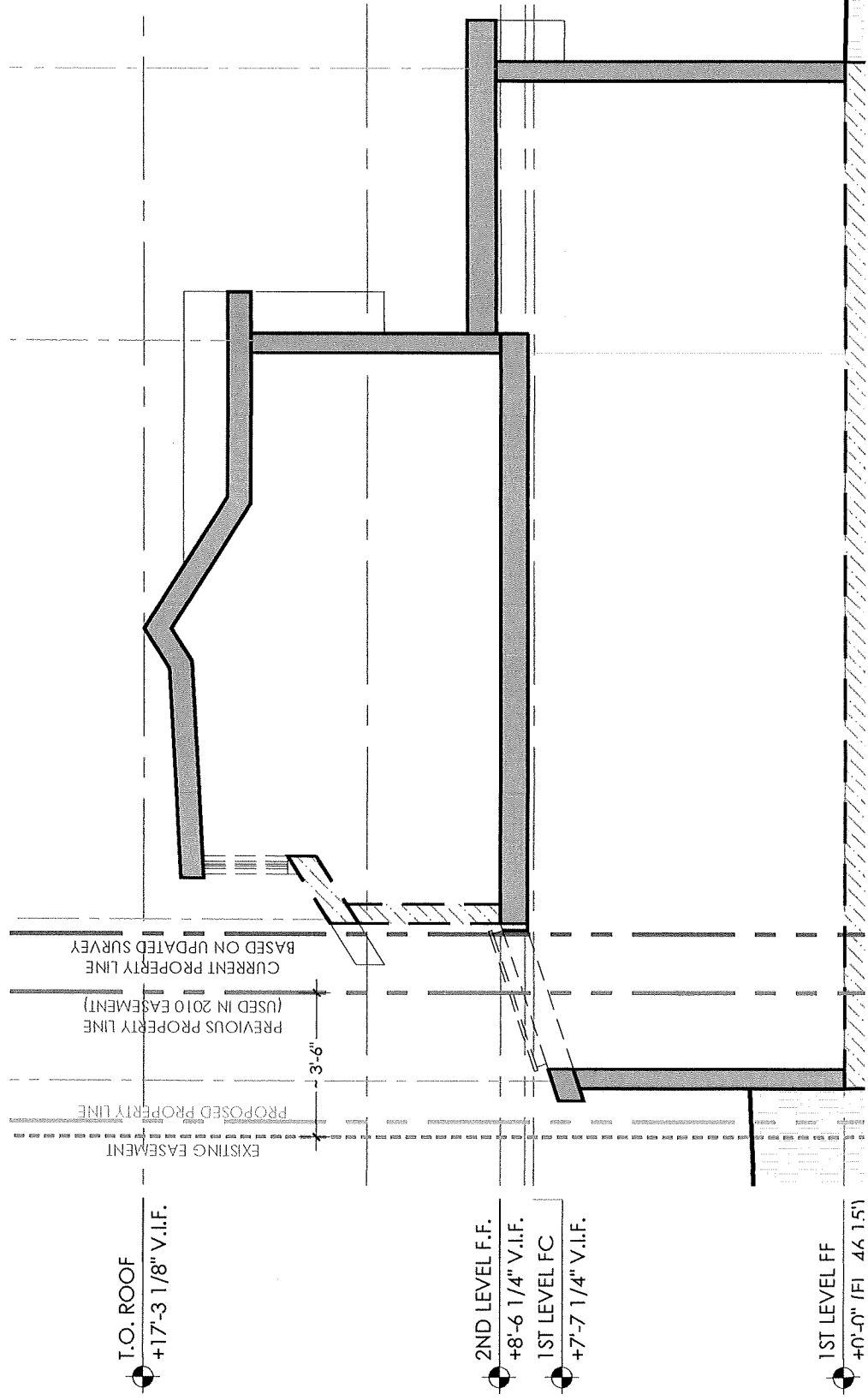
PROPOSED LEG

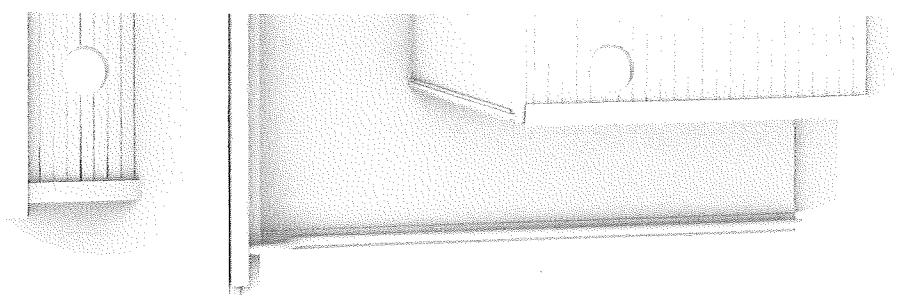
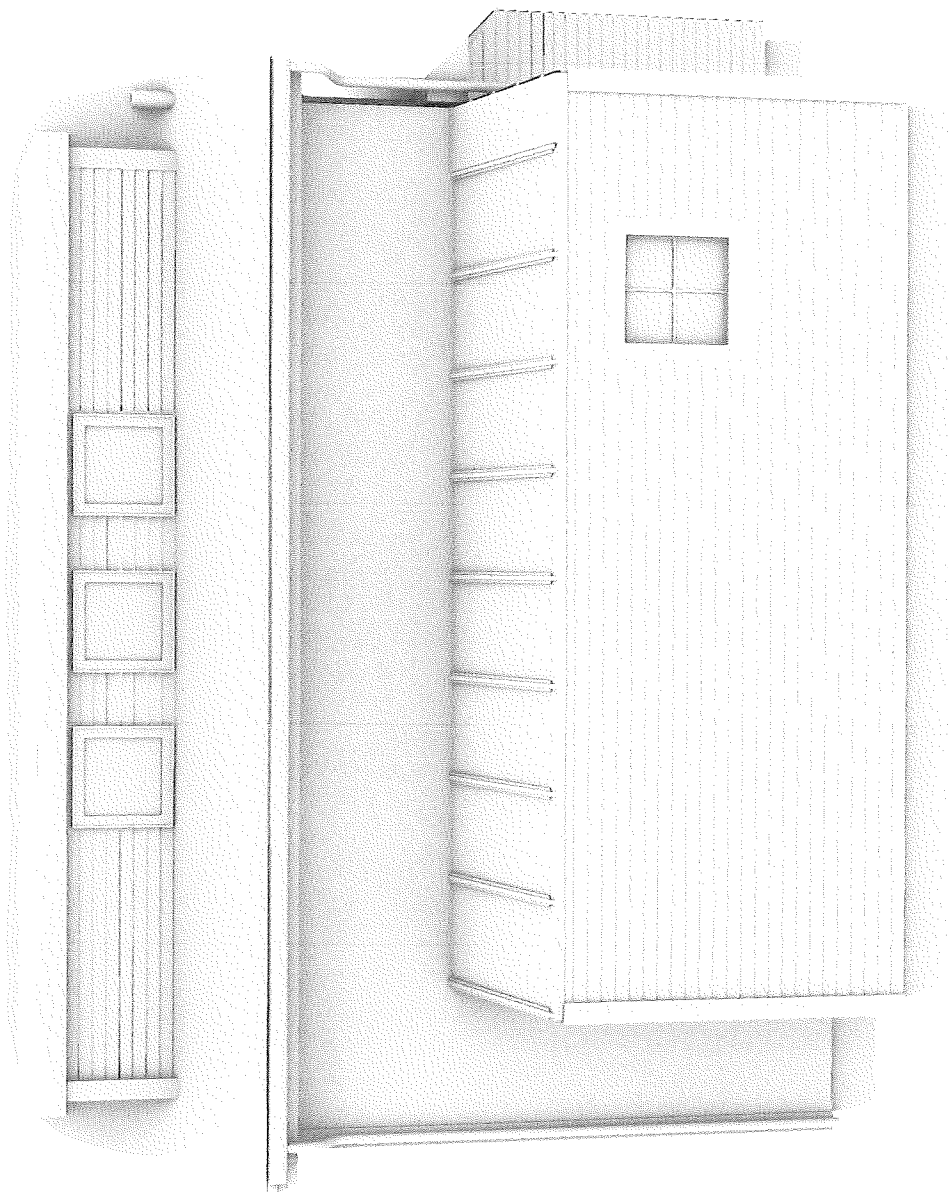


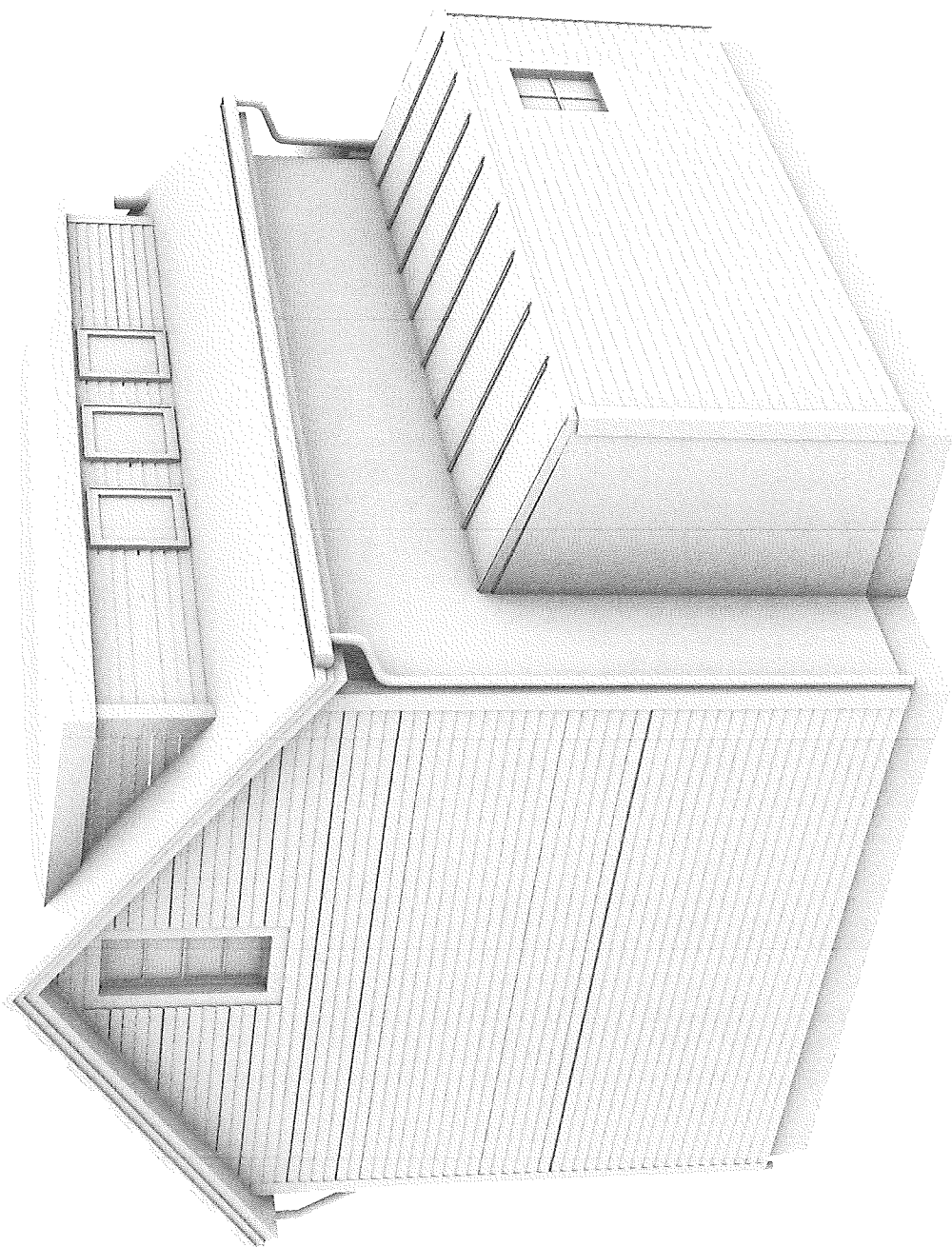
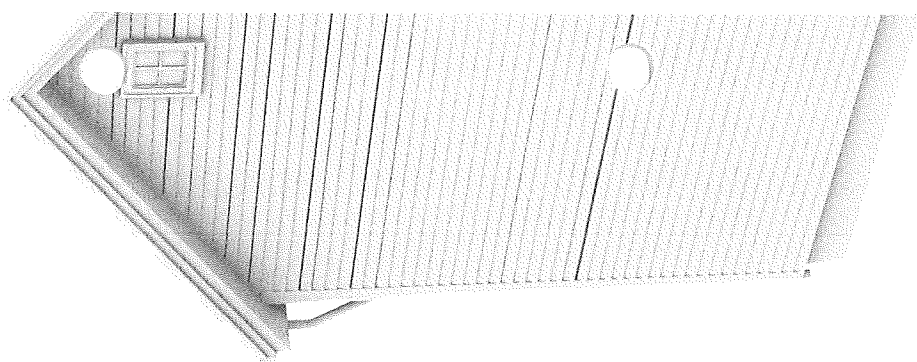
(E) CON

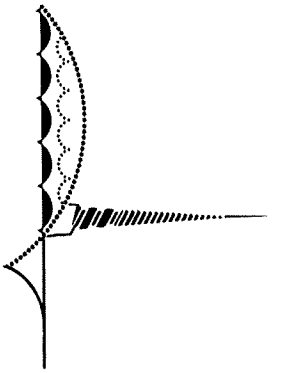
(N) CON

(N) CON
RETAIN









COMMUNITY DEVELOPMENT AGENCY
Planning Department
3501 Civic Center Drive
San Rafael, CA 94903
415-473-6269 T 415-473-7880 F
marincounty.gov/departments/cda/planning

Receipt

July 08, 2026

Applicant: OONA RATCLIFFE Project: MORNING PHASE LLC APPEAL PC Parcel: 193-114-02

PROJECT# P6419

Payment #86280 Payment Amt: \$ 755.00 Payment Method: CHECK Pay Date: 7/8/26 Receipt By: aaban

Line Items	Fee Amount	Charge Date	Payer Name	Amount Paid
Appeal - Appeal to the Planning Commission	\$ 755.00	7/8/26	OONA RATCLIFFE	\$ 755.00

Grand Total Payments:	\$ 755.00
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