

AGENDA

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT SPECIAL MEETING OF THE BOARD OF TRUSTEES

June 4, 2018

**Closed Session at 4:00 p.m.; Open Meeting at 5:15 p.m.
District Office, 3401 CSM Drive, San Mateo, CA**

4:00 p.m. Call to Order

ANNOUNCEMENT OF CLOSED SESSION ITEMS FOR DISCUSSION

1. Conference with Legal Counsel Regarding Three Cases of Existing Litigation:
 - a. San Mateo County Community College District v LocusPoint Networks, LLC, et al, Case No. 17CIV01534
 - b. LocusPoint Networks, LLC, et al v San Mateo County Community College District, Case No. 17CIV01550
 - c. LocusPoint Networks, LLC, et al. v San Mateo County Community College District, Case No. 17CIV04899
2. Employee Discipline, Dismissal, Release

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

5:15 p.m. Call to Order/ Roll Call

ANNOUNCEMENT OF REPORTABLE ACTION TAKEN IN CLOSED SESSION

NEW BUSINESS

- 18-6-100B [Adoption of Amended and Restated Restrictive Covenant between the District and Joint Owners of Real Property Abutting Cañada College](#)
- 18-6-101B [Discussion and Possible Modification of Board Calendar Meeting Dates](#)

ADJOURN

BOARD REPORT NO. 18-6-100B

TO: Members of the Board of Trustees

FROM: Ron Galatolo, Chancellor

PREPARED BY: Eugene Whitlock, Vice Chancellor, Human Resources and General Counsel, 358-6883

ADOPTION OF AMENDED AND RESTATED RESTRICTIVE COVENANT

In 2001, the Board approved an exchange of land between John DeLuca, whose property abuts Cañada College, and the District under the provisions of Education Code 81481. This code section allows the exchange of property of equal value when problems exist on the property line. John DeLuca had been experiencing unwelcome visitors accessing his property from Parking Lot 7 at Cañada including individuals on motorbikes, individuals dumping unwanted furniture and appliances on his land and drinking parties in Parking Lot 7 that overflowed to his property. The police had been called multiple times to assist with these unwelcome visitors.

Following the land exchange, the District and the DeLucas entered into a Restrictive Covenant Regarding No Further Subdivision or Development (Attachment A). Now, the DeLucas are selling their home and have requested a change in the Restrictive Covenant to allow future owners to construct a small structure on the reconfigured property, provided that 1) the District first approves the structure, and 2) the structure does not impede or obstruct the view from Parking Lot 7. The DeLuca property is located significantly down the hill from Parking Lot 7. To effect the DeLucas' proposed changes to the original Restrictive Covenant, the parties have agreed in principle to enter into an Amended and Restated Restrictive Covenant Regarding No Further Subdivision or Development (Attachment B). Renderings of the property are also attached (Attachment C).

RECOMMENDATION

It is recommended that the Board adopt the Amended and Restated Restrictive Covenant Regarding No Further Subdivision or Development, and instruct the administration to have the document recorded against the DeLucas' property by the San Mateo County Clerk-Recorder.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

John DeLuca
65 Black Fox Way
Redwood City, CA 94062

**RESTRICTIVE COVENANT
REGARDING NO FURTHER SUBDIVISION OR DEVELOPMENT
(DeLuca Reconfigured Property)**

This Restrictive Covenant Regarding No Further Subdivision or Development ("Covenant") is entered into this 11 day of January, 2002 by and between San Mateo County Community College District ("District") and John and Josephine DeLuca (jointly and severally "Owners") in connection with an exchange of real property pursuant to District Resolution No. 01-13.

RECITALS

A. Owners are the owners of certain real property commonly known as 65 Black Fox Way, located in Redwood City, County of San Mateo, State of California. The real property owned by Owners has recently been modified through an exchange of real property with the District (the "Exchange"). The real property conveyed to the Owners by the District in the Exchange shall hereinafter be referred to as the "DeLucas' New Property" and is more particularly described in Exhibit A hereto. The entirety of the Owner's real property at 65 Black Fox Way shall hereinafter be referred to as the "Reconfigured DeLuca Property", and is more particularly described in Exhibit B hereto.

B. District is the owner of certain real property in Redwood City, County of San Mateo, State of California, that is part of its Cañada College campus and shares a common boundary with the Reconfigured DeLuca Property. The real property owned by District has recently been modified through the Exchange. The real property currently owned by District as part of its Cañada College campus shall hereinafter be referred to as the "District Property", and is more particularly described in Exhibit C hereto.

C. In connection with the Exchange, Owners have agreed that, except as may be permitted as described herein, no development or construction of new structures or residences shall take place on the DeLucas' New Property and that the Reconfigured DeLuca Property shall not be further subdivided.

NOW THEREFORE, the parties hereby agree a follows:

1. No Further Subdivision or Development. The Reconfigured DeLuca Property shall not be subdivided or further subdivided any more than it currently is as of the date hereof, nor shall any development or construction on the DeLucas' New Property take place, except that Owners may (i) maintain and repair the gazebo currently located on the DeLucas' New Property, (ii) maintain, repair and construct fencing on the DeLucas' New Property; and (iii) perform landscaping activities on the DeLucas' New Property.

2. Binding Effect. It is the specific intent of the parties hereto that this Covenant burden and run with the Reconfigured DeLuca Property and be appurtenant to and benefit the District Property, in perpetuity. This Covenant shall bind all present and future owners of the Reconfigured DeLuca Property and shall benefit all present and future owners of the District Property.

3. Miscellaneous. This Covenant is irrevocable and may only be modified by a written document executed by the owner of the District Property and recorded in the Official Records of San Mateo County. Further, this Covenant shall be governed by and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Regarding No Further Subdivision effective on the day and year first above written.

DISTRICT:

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: [Signature]

Its: Chancellor-Superintendent

OWNERS:

By: [Signature]

By: John De Luca
JOHN DeLUCA

ADD ACKNOWLEDGMENT

RECORDING REQUESTED BY:**WHEN RECORDED RETURN TO:**

John DeLuca
65 Black Fox Way
Redwood City, CA 94062

**RESTRICTIVE COVENANT
REGARDING NO FURTHER SUBDIVISION OR DEVELOPMENT
(DeLuca Reconfigured Property)**

This Restrictive Covenant Regarding No Further Subdivision or Development (“Covenant”) is entered into this _____ day of _____, 2018 by and between San Mateo County Community College District (“District”) and John and Josephine DeLuca (jointly and severally “Owners”) in connection with an exchange of real property pursuant to District Resolution No. 01-13.

RECITALS

A. Owners are the owners of certain real property commonly known as 65 Black Fox Way, located in Redwood City, County of San Mateo, State of California. The real property owned by Owners has recently been modified through an exchange of real property with the District (the “Exchange”). The real property conveyed to the Owners by the District in the Exchange shall hereinafter be referred to as the “DeLucas’ New Property” and is more particularly described in Exhibit A hereto. The entirety of the Owner’s real property at 65 Black Fox Way shall hereinafter be referred to as the “Reconfigured DeLuca Property”, and is more particularly described in Exhibit B hereto.

B. District is the owner of certain real property in Redwood City, County of San Mateo, State of California that is part of its Cañada College campus and shares a common boundary with the Reconfigured DeLuca Property. The real property owned by District has recently been modified through the Exchange. The real property currently owned by District as part of its Cañada College campus shall hereinafter be referred to as the “District Property”, and is more particularly described in Exhibit C hereto.

In connection with the Exchange, Owners have agreed that, except as may be permitted as described herein, no development or construction shall take place on the De Lucas’ New Property.

NOW THEREFORE, the parties hereby agree as follows:

1. No Further Subdivision or Development. The DeLucas' New Property shall not be developed or further subdivided any more than it currently is as of the date hereof, nor shall any development or construction on the DeLucas' New Property take place, except as is permissible by the Fox Hollow HOA and the City of Redwood City planning and zoning. Unless otherwise authorized by the District in writing, any improvement or construction on the DeLucas' New Property shall not impede or obstruct views that currently exist from Canada College as shown in the photographs attached hereto as Exhibit D. Owners may (i) maintain and repair the gazebo currently located on the DeLucas' New Property, (ii) maintain, repair and construct fencing on the DeLucas' New Property, and (iii) perform landscaping activities on the DeLucas' New Property.

2. Binding Effect. It is the specific intent of the parties hereto that this Covenant burden and run with the Reconfigured DeLuca Property and be appurtenant to and benefit the District Property, in perpetuity. This Covenant shall bind all present and future owners of the Reconfigured DeLuca Property and shall benefit all present and future owners of the District Property.

3. Miscellaneous. This Covenant is irrevocable and may only be modified by a written document executed by the owner of the District Property and recorded in the Official Records of San Mateo County. Further, this Covenant shall be governed by and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant Regarding No Further Subdivision effective on the day and year first above written.

DISTRICT:

OWNERS:

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

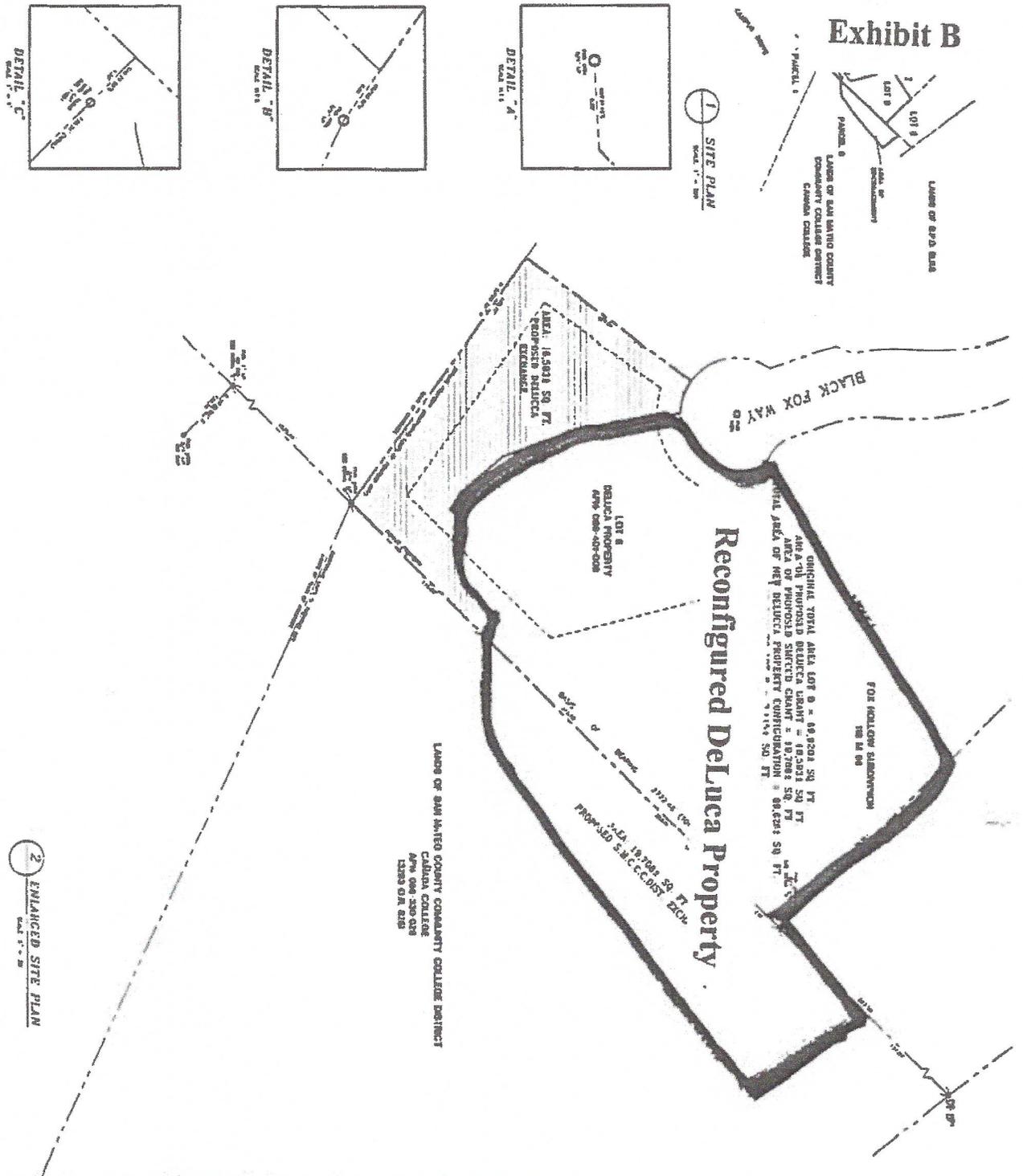
By: _____

Its: Chancellor _____

By: _____

ADD ACKNOWLEDGMENT2

Exhibit B



2 ENLARGED SITE PLAN
SCALE: 1" = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/18	PRELIMINARY
2	02/15/18	REVISED PER COMMENTS
3	03/15/18	REVISED PER COMMENTS
4	04/15/18	REVISED PER COMMENTS
5	05/15/18	REVISED PER COMMENTS
6	06/15/18	REVISED PER COMMENTS
7	07/15/18	REVISED PER COMMENTS
8	08/15/18	REVISED PER COMMENTS
9	09/15/18	REVISED PER COMMENTS
10	10/15/18	REVISED PER COMMENTS
11	11/15/18	REVISED PER COMMENTS
12	12/15/18	REVISED PER COMMENTS

NOTES:

1. All dimensions are in feet and inches.
2. All setbacks are from the existing ground surface.
3. All easements are shown in dashed lines.
4. All utility lines are shown in solid lines.
5. All structures are shown in solid lines.
6. All parking spaces are shown in dashed lines.
7. All landscaping is shown in solid lines.
8. All site furniture is shown in solid lines.
9. All site lighting is shown in solid lines.
10. All site signage is shown in solid lines.
11. All site access is shown in solid lines.
12. All site circulation is shown in solid lines.

LEGEND:

- Lot 8
- Lot 9
- Proposed Structure
- Proposed Parking
- Proposed Landscaping
- Proposed Site Furniture
- Proposed Site Lighting
- Proposed Site Signage
- Proposed Site Access
- Proposed Site Circulation

PROJECT INFORMATION:

PROJECT: RECONFIGURED DELUCA PROPERTY
 LOCATION: REDWOOD CITY, CALIFORNIA
 CLIENT: CANADA COLLEGE
 ARCHITECT: DAVID EVANS AND ASSOCIATES, INC.

DAVID EVANS AND ASSOCIATES, INC.
 5000 EXECUTIVE PARKWAY SUITE 125
 SAN RAFAEL, CALIFORNIA 94583

CANADA COLLEGE
 4200 FARM HILL BOULEVARD
 REDWOOD CITY, CA 94061

PROPOSED LOT LINE ADJUSTMENT

C-1

DATE:	11/15/18
REVISION BY:	MEB
SCALE:	1" = 20'
PROJECT:	REVISION
DATE:	11/15/18
BY:	MEB
FOR:	DAVID EVANS AND ASSOCIATES, INC.
PROJECT:	REVISION
DATE:	11/15/18
BY:	MEB
FOR:	DAVID EVANS AND ASSOCIATES, INC.

BOARD REPORT NO. 18-6-101B

TO: Members of the Board of Trustees
FROM: Ron Galatolo, Chancellor
PREPARED BY: Mitchell Bailey, Chief of Staff, 574-6510

DISCUSSION AND POSSIBLE MODIFICATION OF BOARD CALENDAR MEETING DATES

Because of Board members' schedules in the near future, it is possible that modifications to Board meeting dates for June 2018 will be necessary. If the Board determines that modifications will be made, ample notice of the changes will be provided via email and on the Board of Trustees calendar on the District website.

RECOMMENDATION

It is recommended that the Board make modifications to the calendar for June 2018 Board meetings if they deem it advisable to do so.