

Minutes of  
November 5, 1923

The Regular Monthly meeting of the Board of Trustees was held on Monday evening November 5, 1923 at the hour of 8:00 o'clock P. M.

Full Board present,---Trustee Clark in the Chair.

The minutes of the meeting of October 15, 1923 were read and approved.

BIDS ON PINE TREES AND FIRE ALARM SYSTEM

This being the time fixed for the reception of bids on the 16 new Fire Alarm Boxes, the Clerk was directed to open and declare the bids received: The following bids were thereupon opened and read by the Clerk:

Fire Protection Engineering Co.-----\$3,292.00  
Gamewell Fire Alarm Telegraph Co.----- 3,665.00

Upon motion of Trustee Pinkham, seconded by Trustee Deysner, the bids were referred to the Fire Committee to report back at the next meeting.

This being also the time fixed for the reception of bids for removing the Pine Trees on Pine Street and the Redwood Tree near Lansdale Station, the Clerk opened and declared the following bids:

Ray L. Story ----\$45.00 each to remove the Pine Trees leaving the Stumps.  
Paul Barbera-----\$3,450.00 to remove the Pine Trees completely and \$2,150.  
to remove trees and leave stumps.

Upon motion of Trustee Carl, seconded by Trustee Pinkham, the bids were referred to the Street Committee.

PETITIONS TO IMPROVE LANE IN LINCOLN PARK

A petition signed by Jos. C. Raas, as President of the Tamalpais Community Associates, Inc., and August J. Lang, to improve the Lane leading from Greenfield Avenue to the new Theatre Building, said owners representing a majority of the frontage on said lane, was read and referred to the Engineer and Town Attorney.

COMMUNICATIONS AND REPORTS

A letter from Mrs. Florence L. Dean in reference to sewer connections for her property, was read and referred to the Town Attorney.

Reports from the Fire Chief and Building Inspector were read and ordered filed.

A letter from Mrs. E. B. Mitchell in reference to the removal of Shrubbery from her property by Town Employees was read and referred to the Town Attorney.

A letter from the State Compensation Insurance Fund in reference to compensation sent to Mr. M. D. Story, was read and ordered filed.

The Clerk announced that he had received a check from the Red Cross for \$50.00 to help defray the expenses incurred by the Town during the recent Forest Fire. A motion by Trustee Carl that the check be accepted, was amended by Trustee Pinkham to the effect that the matter be held in abeyance and taken under consideration by the Board until the next meeting. The amendment was put to a vote and unanimously carried.

Trustee Lutters thereupon introduced the following Resolution and moved its adoption:-

Whereas in the matter of the construction of a new bridge across San Anselmo Creek at Lansdale Station it is deemed by this Board of Trustees of the Town of San Anselmo advisable to widen the approach thereto on San Anselmo Avenue and to that end to acquire from the Northwestern Pacific Railroad Company the right to use for Street purposes a portion of its right of way, and that said Company be permitted to connect a certain culvert constructed by said Town across said creek in connection with said improvement: and

Whereas the objects and purposes so deemed advisable and to be accomplished are embodied in an agreement presented herewith which has been approved by the Town Engineer and the Town Attorney:

NOW THEREFORE BE IT RESOLVED that the President of the Board of Trustees of said Town be and he is hereby authorized and empowered to execute said agreement in the name and on the behalf of said Town and accept and receive said agreement for said Town when the same shall have been executed by said Northwestern Pacific Railroad Company and that a copy of this Resolution and of said agreement be entered in the minutes of this meeting of this Board.

The motion to adopt said Resolution was seconded by Trustee Deysher and carried by the following vote:-

Ayes, Trustees Pinkham, Carl, Lutters, Deysher and Clark.  
Noes, None      Absent. None.

Following is a copy of the agreement referred to in the above Resolution:

"This agreement Made this \_\_\_\_\_ day of \_\_\_\_\_, 1923, by and between Northwestern Pacific Railroad Company, a corporation, created and existing under the laws of the State of California, first party, and the TOWN OF SAN ANSELMO, a municipal corporation of the County of Marin, State of California, second party,

WITNESSETH: That Whereas, second party is now engaged in replacing the former bridge across San Anselmo Creek, opposite San Anselmo Avenue, in the Town of San Anselmo, County of Marin, State of California, with a concrete structure, and

WHEREAS, to provide an adequate street or roadway and lower the existing grade on that portion of San Anselmo Avenue lying westerly of the right of way of first party and southerly of the proposed concrete structure which is being constructed across San Anselmo Avenue, second party has requested of first party the use of a portion of the right of way of first party,

NOW THEREFORE, first party grants to second party, subject to the conditions and limitations hereinafter contained, the right to construct and maintain a portion of a street or avenue designated as San Anselmo Avenue in said Town of San Anselmo, upon and across the land of first party situate, lying and being in the Town of San Anselmo, County of Marin, State of California, described as follows, to wit:-

Beginning at the intersection of the southeasterly line of San Anselmo Avenue, formerly known as Willow Avenue, as shown on the Map of the Bush Tract, with the wouthwesterly line of the right of way of the Northwestern Pacific Railroad, and running thence along said line of right of way South 50 degrees 23 minutes East ninety-two hundredths (0.92) feet; thence southeasterly along the arc of a curve to the left having a radius of nineteen hundred thirty nine and ninety two hundredths (1939.92) feet a distance of one hundred eighty-five and sixty-five hundredths (185.65) feet; thence south 55 degrees 52 minutes East forty-nine and sixty nine hundredths (49.69) feet; thence leaving said right of way line and running northwesterly along the arc of a curve to the left, having a radius of three hundred eighty one (381) feet and the tangent to which at this point bears north 40 degrees 08½ minutes west, a distance of one hundred nine and seventeen hundredths (109.17) feet the tangent to curve at which point bears north 56 degrees 33½ minutes west; thence North 56 degrees 52 minutes West one hundred eight and five hundredths (108.5) feet; thence northerly on the arc of a curve to the right, having a radius of twenty-four (24) feet a distance of twenty-one and sixty-one hundredths (21.61) feet to the southeasterly line of San Anselmo Avenue, thence South 39 degrees 37 minutes west, along said Southeasterly line of San Anselmo Avenue twelve and twenty-one hundredths (12.21) feet to the point of beginning. Containing 0.05 acre or 2200 square feet.

The land covered in the above description is shown enclosed within the yellow lines on blue print map hereto attached and made a part hereof.

It is understood and agreed that first party shall not be called upon to pay any portion of the cost of said constructing of any portion of said street or avenue, or any portion of the cost of constructing said concrete structure, which said second party proposed to construct across San Anselmo creek.

The work of constructing said street and concrete structure shall be done in a manner so as not to interfere in any way whatsoever with the maintenance or operation of the railroad of first party.

First party shall have the right and privilege, without cost or expense to connect its arch or culvert onto the arch or culvert which is to be constructed by second party in San Anselmo creek westerly from the arch or culvert which first party proposes to construct beneath its tracks in San Anselmo Creek south of Lansdale Station.

And should second party at any time abandon the use of the said property or of any part thereof, or not use the same for one year continuously, the right hereby given shall cease to the extent of the use so abandoned or discontinued and first party shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property, or the parts thereof so abandoned, or to the use thereof so discontinued.

Second party will install and maintain along the northerly side of and entirely within the land covered in this agreement, a good and substantial fence railing or curbing, between San Anselmo Avenue and the railroad of first party such fence, railing or curbing to be so constructed as will prevent automobiles, vehicles or livestock from running onto the railroad right of way.

This instrument is subject to all valid and existing contracts, leases, liens or incumbrances which may effect the said property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF, the said parties hereto have caused these presents to be executed by their officers thereunto duly authorized the day and year first herein written.

NORTHWESTERN PACIFIC RAILROAD COMPANY

Description approved  
B. J. Simmins, Engineer  
Maintenance of way and  
Structures

By \_\_\_\_\_  
President and General Manager.  
Attest \_\_\_\_\_  
Secretary

TOWN OF SAN ANSELMO

Terms correct:  
Industrial Assistant to  
Pres. and Gen. Mgr.

By \_\_\_\_\_  
President of the Board of Trustees  
Attest \_\_\_\_\_  
Clerk of the Board of Trustees

Approved as to form  
Stanley Moore,  
General Counsel.

(Blue print attached)

Upon motion of Trustee Pinkham, seconded by Trustee Carl, the Clerk was directed to have the agreement recorded when properly executed.

Upon motion of Trustee Pinkham, seconded by Trustee Carl, it was ordered that a purchasing order be drawn in favor of Bancroft Whitney & Co. for a set of new California Codes at the price of \$30.00 for the complete set.

Upon motion of Trustee Lutters, seconded by Trustee Deysher, the Street committee was directed to make arrangements with the owner so that the tree in front of the Granucci property on Ross Avenue might be removed and be replaced with another tree.

Upon motion of Trustee Deysher, seconded by Trustee Carl, it was ordered that a purchasing order be drawn for an additional 250 feet of factory coupled 2½ inch Fire Hose at a cost of 85¢ per foot.

A motion was made by Trustee Lutters, seconded by Trustee Deysher that Eric Nilan be employed temporarily to assist the Marshal in Night Watching, to take effect from October 21st, 1923 at a salary of \$130.00 per month. An Amendment was offered to the motion by Trustee Pinkham, to the effect that the Police and Fire Committee arrange to take care of the present situation during Mr. Story's illness by using the present force.

This amendment upon being put to a vote was lost by the following vote:

Ayes, Trustees Pinkham, Noes, Trustees Carl, Lutters, Deysher and Clark.

The original motion thereupon being put to a vote was carried by the following vote:-

Ayes, Trustees Carl, Lutters, Deysher and Clark.  
Noes, Trustee Pinkham.

All demands as appear upon the demand and warrant register under this date were ordered paid.

There being no further business before the Board, the meeting was adjourned to Monday evening, November 19, 1923 at the hour of 8:00 o'clock P. M.

*Rush H. Studley*

Town Clerk.

Read and approved Nov. 19, 1923

MONDAY, NOVEMBER 19, 1923

A Regular Adjourned meeting of the Board of Trustees was held on Monday evening, November 19, 1923 at the hour of 8:00 o'clock P. M.

Present, Trustees Pinkham, Lutters, Deysher and Carl.  
Absent, Trustee Clark.

Trustee Carl occupied the Chair in the absence of Chairman Clark.

The minutes of the meeting of November 5, 1923 were read and approved.

COMMUNICATIONS

A request from Mr. J. M. Hecht for permission to remove the remaining portion of the wall on the Tunstead Avenue bridge in front of his property was upon motion of Trustee Lutters, seconded by Trustee Deysher, granted, the work to done without expense to the Town.

A letter from Quin and Quin offering the 4.4 acre Carrigan Tract to the Town for a Public Park and Playground, was read and referred to the Planning Commission.

A Letter from Mrs. Mary Lavaroni in reference to the sale of a portion of her property at the corner of Scenic and Elm Avenues for the purpose of widening out the corner at that point was read and referred to the Planning Commission.

A letter from C. W. Luhn in reference to the condition of the road at the junction of Fern Lane and Merced Avenue, was read and referred to the Street Committee.

A request from Mrs. W. T. Cary for a light on pole No. 332, was read and referred to the Street Committee.

ASSESSMENT DIAGRAMS (Sequoia Drive and Medway Rd.)

The Town Engineer submitted assessment diagrams for the Sequoia Drive Job, and for the Medway Road and Maple Lane Job for approval. Upon motion of Trustee