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May 12, 2010

RPC MEETING: May 19, 2010

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

TO: WAYNE REW, CHAIR
PAT MODUGNO, VICE-CHAIR
ESTHER L. VALADEZ, COMMISSIONER
LESLIE G. BELLAMY, COMMISSIONER
HAROLD V. HELSLEY, COMMISSIONER

FROM: APPELLANT, STEVEN MASON, Owner 520 Wenham Rd., Pasadena, 91107
(AND AS REPRESENTED BY GAIL B. PRICE, ESQ.)

SUBJECT: APPEAL OF DIRECTOR'S DENIAL OF RPP 200801286
PROJECT NO: R2008-01777-(5)
CASE: RPP 20081286-(5)
AGENDA ITEM:

Dear DRP Chair, Vice-Chair and Commissioners:

On behalf of Mr. Steven Mason, Appellant and owner (referred to as "**Mason**") of 520 Wenham Road, Pasadena 91107 (the "**Subject Property**"), the undersigned legal counsel for Mr. Mason submits this Supplemental Brief in support of his appeal of the denial of his request for a yard modification based on the discretionary authority of the Commission under Chapter 22.48.180..

Mr. Mason's has complied with all provisions of Title 22 (except the setbacks which are the subject of this yard modification request and which no one knew to be nonconforming until after the DRP finalized his permit and all construction was completed).

A yard modification will have no negative impact on the public health, safety and general welfare nor on the neighboring property as is shown herein as in the Mason Brief dated 2/16/10.

A yard modification is justified based on the subdivision plans on which Mason - and the DRP- relied in granting all permits for this now-completed construction.

I. INTRODUCTION AND BACKGROUND

REGARDING THE CONTINUANCE OF THE APPEAL HEARING TO MAY 19, 2010:

First of all, at the appeal hearing on February 16, 2010, I, Gail B. Price, attorney for Mason, asked for a continuance in order to prepare and investigate. At that time, I informed the Commission that I had attended a site inspection on or about December 29, 2009 and had been retained to represent Mason just recently. One of the primary reasons for my request for a hearing continuance was because, although I had given Mr. Richard Claghorn my business card and requested a copy of his findings, he did not send them to me. He admitted this to me and apologized, and while I am sure that his mistake was inadvertent, it left me without a copy of the findings from which to work until less than a week before the hearing. I worked over the 3-day President's Day weekend and was able to submit a brief in the nick of time.

Let me be clear, the request for a continuance was mine. I asked for the additional time to *investigate* allegations, facts and potential rights and defenses my client might have. The Commission generously granted my request.

SETTING THE RECORD STRAIGHT FROM THE START:

At no time during the hearing did I or Mr. Mason represent to the Commission that Mason had been deprived of legal counsel. The Commission's recorded transcript of that hearing will reveal that I never claimed Mason had been "deprived of legal counsel" as has been alleged by Karen Davis, attorney for Ms. Keane. I merely answered honestly that I did not know why Mason did not hire me sooner other than for the fact that he did not believe or understand that his request for a yard modification would rise to the level of dispute we now see. I have since learned that his former counsel was a family friend who only wrote a letter for him but could not take his case due to time commitments on other matters. The briefs submitted in opposition to this yard modification for that February and this one hearing objected to my entry into this case to such a degree that they would seem to advocate denial of counsel to Mason.

The transcript will also reveal that I never claimed Mason had an adverse possession claim; I stated that I wanted to look into it and would need time to determine whether such a claim existed, such as by pulling the County Assessor's records. In the same breath I stated that whether or not Mason had an adverse possession, or easement claim, would be determined by investigations that I had not yet had the time to do. No assertions that such claims or rights already existed were ever made. I also stated that I had not verified Ms. Keane's survey or whether she placed her fence on the property line, and that I would like time to conduct this investigation. One can argue that I should not be given this time, but one cannot argue what I said as proven by the recorded transcript.

I cannot explain why, when the hearing was recorded, I would be so misquoted and my statements so misrepresented, except to say that I have rarely read such a venomous writing as that submitted under the guise of being a "Supplemental Opposition" written by Karen Davis on

behalf of Ms. Keane (whose own remarks were not nearly so toxic). Davis' opposition slants and skews the facts as no politician in Washington ever could. She has taken her own conclusions and presented them to the Commission as though they were determined facts, slandering Mason as she goes. Her slash and burn style is unnecessary to the fundamental task of relating her client's arguments, is unfortunate, and should not impair this Commission's ability to make a fair and impartial determination.

We thank the Commission for the continuance, and we express our confidence in the Commission that it will indeed make an equitable determination in this matter.

THE STORY:

It appears that a reiteration of some of the chronology is in order, and we do so below, but with a few comments as preface. Mr. Mason bought the house and began planning his remodel right away, but the County's own records will reveal that Mason received his permit on January 2, 2007. We take our dates from the records, and we will resist the temptation as much as possible to draw attention to the inaccuracies set forth in the Keane/Davis opposition claiming these dates are not correct.

CHRONOLOGY

- 1956: The Subject Property was originally developed (**Exhibit "1" showing the original site plan. The original stamped set will be present at the hearing demonstrating the source of the lot lines and measurement on which Mason's architect relied in drawing his room addition plans.**)
- 1993: The original owner sold to the Luymes family who lived there 13 years.
- 2006: Mason bought Subject Property.
- **54 Years: No changes to any original lot lines or boundary fences; nor remodeling or construction of any kind until this matter.**
- Late 2006: Mason contacted an architect commissioning plans for a room addition. The architect inspected the lot and its boundary lines and fencing, and informed Mason that what he saw comported with the original plans; he saw no problems or red flags. The architect-produced plans contain a site plan showing the setbacks (**Exhibit "2" Mason site plan - the original stamped set will be present at the hearing**).

Please ask yourself: if it were me, why would I not rely on the original site and building plans for the house; why would I not hand the original site plans to an architect; and then why would I not believe the architect's

determination that the lot lines on the plans still matched today with the physical improvements on the property when the architect has made an inspection of them? We all turn to architects and experts for just such advice. Even more so will a professional know the limitations of his ability, just as Mason knew that he is *not* a surveyor or architect. Relying on the expert, he did not obtain a survey of the Subject Property before submitting his plans; he saw no need to because the architect saw no need to - and Mr.

Marty Garcia gave testimony at the February hearing that *no one in DRP saw the need for a survey*. So again, please ask yourself: If the experts (architect and DRP) saw no need to obtain or require a survey, why would Mr. Mason, or anyone (would you?), obtain a survey?

- Jan. 2, 2007: Mason submitted room addition plans: site plans approved.
- Jan. 12, 2007, DRP physically inspected the location and setbacks, and approved same. Throughout ensuing 7 months Mason obtained all permits, all inspections, and completed construction. [Arguments to the contrary in the Keane/Davis opposition that argue this fact fail to explain the County's own records: the permit inspection records included herein (**Exhibit "4"**: inspection record), and those documents speak for themselves.]
- August 15, 2007: The project was finalized (**Exhibit "4"**: inspection record).

LA County Building and Planning has NO prerequisite requirement for a residential lot line survey before issuing a building permit.

LA County Building and Planning issued all permits, performed all inspections, and finalized the project. There was nothing requested by Building and Planning nor any condition that Mason did not legally fulfill.

- It was not until a month after the construction of the room addition had been completed that Mason turned his attention to the rear fence. In mid-September of 2007 he obtained, not a full survey, but he had a surveyor shoot the rear property line in order to locate the fence - which he and his neighbor Brad Hanson agreed to put on the existing fence lot line anyway. (Contrary to the declaration of Brad Hanson, Mason did not tear down the existing chain link fence; it's still there and we have submitted pictures of it in our first brief in this matter! We are dumbfounded as to why Mr. Hanson would declare otherwise as to such an easily verifiable fact. Also, Mason has only ever stated that Hanson insisted on the height of 7', not that the fence was

build at his “specific request.” And one more thing: it took 2 weeks to clear the plant debris, not months, and the since the chain link fence is still there, the Hanson dogs were always kept safely fenced inside their own property.) *Having shot the rear lot line, the surveyor then placed the markers at the northeast and southeast corners of the Subject Property.* It was this marker that apparently raised the attention of Ms. Keane and spurred her to obtain her own survey. But this was a shoot of the lot line and not a full survey, as Mason still had no reason to believe he needed one, and contrary to the self-serving assumption cum conclusion of the opposition.

- November 26, 2007: Keane obtained a survey of the Subject Property’s southern lot line, her northern lot line (said survey *not* provided to Mason).

It has been claimed that Mason received “fair warning” about Ms. Keane’s intentions to tear down the Mason/Keane lot line fence by a letter from Karen Davis dated Nov. 26, 2007. A quick check of the calendar reveals that, even assuming the letter was mailed the same day, there remained less than five mailing days from the date of the letter for it to travel through the US Postal Service and be received and read by Mason prior to the removal of the fence, so we can reasonably assume he had less time than that. Upon his review of this letter, and even though he objected to all of Keane’s proposed actions, Mason spoke to Keane personally and asked her, concerning the Davis Letter’s representations about invalid property lines and threats of further action, “If I agree to your fence, will this be it? If I agree to your demands will you not use them against me?” Keane promised as to each question, and Mason naively believed her. He agreed, but Keane was not true to her word.

- Mason’s information is that in May, 2008, Keane first complained to DRP about an alleged setback violation caused by Mason’s completed room addition. If this is not correct, then Mason was not provided with the complaint or any indication of it prior to this time.
- September 17, 2008: Mason files request for Yard Modification. **Contrary to the Keane/Davis conclusions, Mason re-did his site plan at this time, Sept. 17, 2008, and at the request of the County because it was a requirement for his application for a yard modification. He never previously knew his original site plan was wrong - neither did the County - or had reason to question it until the Keane survey; he never *misrepresented* (or any other word that means he *lied*, as has been claimed); he did everything that the neighbor and the County asked him to do. (Exhibit “3” Mason corrected site plan.) Representations to the contrary are specious and frankly below**

the dignity of this Commission because the records themselves demonstrate the true dates, and because:

MASON HAD A REASONABLE BELIEF THAT HIS SITE PLAN WAS CORRECT, AND SO DID REGIONAL PLANNING, AND SO HE HAD A REASONABLE RIGHT TO RELY ON IT.

BACKGROUND AND CONTEXTUAL FACTS

- Mason is a contractor who works for himself. He previously worked for a construction company as a site superintendent. He has no experience or expertise as a surveyor or architect. Site superintendents supervise construction personnel *only* and make no determinations concerning placement of improvements or surveys or architecture.
- The Subject Property is Mason's first personal (for himself) home remodel and had not been updated in 54 years.
- **When Mason moved into the Subject Property, around June, 2007, there was NO fence on the north property line. His is one house from the corner of San Pasqual, a busy street. Anyone could walk directly into the back yard and gain access to the rear of the house. There had been a few home invasions in the area at the time, and so, for security, Mason put up a 12' long grapestake fence on the north lot line. He didn't get a survey (as stated above, until September, 2007 and then only the lot line not a full survey). For placement of the fence he "eyeballed" it using the convergence of 2 other fences and the phone pole - usually a pretty good indicator of lot lines. Since June, 2007, the neighbor, Sabrina Liao, *never once complained* about the fence or its location. [And, frankly, here we have to object to the Liao declaration...it is coincidentally written in the same style as the Hanson statement, and, we believe, the poison pen is from the same poison ink well purposely stirring up the previously-passive neighbors. Please see Exhibit "5" for the attached letter dated April 2, 2010 from Benjamin Liao (*not* Sabrina, as she claims), and the further attached letter dated April 7, 2010, indicating cordiality, much belied by her incited declaration to the contrary, wherein she "appreciates [him] moving the fence in such a timely manner" and also proposes alternatives for moving bushes - which Mason paid Liao's gardener to do for her. Her declaration is replete with half-truths presented out of context. Suffice to say that Mason never did *anything* without Liao's prior permission. And, oh by the way, Liao's new fence is 6 feet in height at the front property and we assume her declaration is a joining forces with Keane-type effort to cause that to be overlooked.] (See Exhibit "11" Liao letters.)**

- Mason, with his fiancé Nadine Chim, have gone to great lengths and expense not only to improve the Subject Property thereby improving the desirability of all properties on their small cul de sac, but to get along with Keane despite disputes over excessive and nuisance-level noise and vibration from Keane's pool equipment. Really, this goes to the heart of the neighbor vs. neighbor dispute.

The Keane/Davis opposition submitted a Noise Report done by the City of Pasadena (See **Exhibit "9"** Investigation Request".) to which we call your attention. They state, through their contractor David Bethany, that "the noise level of Ms. Keane's pool equipment does not violate any noise regulation with the County of Los Angeles." *That's because the County of Los Angeles doesn't have any noise regulations.* They also state that "The reading obtained by the City of Pasadena reflects a nominal variance from that City's code which cannot explain the level of disturbance claimed by the Applicant." First, "nominal variance" translated means *in excess of the allowable limit*. Second, they fail to state that the noise levels documented in this report were measured *inside the house, not outside*. Where noise levels exceed the allowable limit inside, one can be sure it's exponentially worse outside. Mason offered Keane brand new pool equipment: referred to as "whisper" equipment, including the installation, *gratis*. (See **Exhibit "10"** Mason letter to Keane.) Keane refused it. But it's wasn't just the noise level itself; it was also the excessive vibration that was transmitted to the Subject Property by Keane's old equipment. Well, Mason's fiancé Nadine Chim, just snapped one day and called Ms. Keane (in somewhat stilted English) an "old possum face." After that, Chim wrote five letters of apology, not quite articulating the esteem in which the Chinese culture holds, well, *older* people, although she tried but seemed to only make it worse, and despite the five letters of apology, Ms. Keane was thereafter not to be satisfied. She refused the free and modern (e.g., quiet) pool equipment, and this dispute has escalated ever since. It now appears that she is rallying the neighbors who, somewhat understandably, are miffed at Mason for calling to the Commission's attention their own illegal or nonconforming improvements. The calls to the Sheriff so manipulatively designed to make Mason and Chim look like nut cases include 1 call about an irate gardener who was fired and threatened Ms. Chim and has nothing to do with this matter, a call from Mason to make a report about something he ran over in the road, 8 calls from Keane herself, and only 6 calls from Mason or Chim complaining about the excessive noise levels of the pool equipment - and *all* the Mason calls were placed *after 11:30 at night* with the pool equipment still running. (Again, pertinent facts the opposition failed to mention or place in context.) Mason and Chim have *never objected* to reasonable hours for running of equipment, but do not consider 11:30 p.m. to be reasonable.

- Keane has occupied 526 Wenham Road since 1992. In these 18 years Keane never found it necessary to survey her northern lot line - until now. We do not dispute her right to survey her property, we simply point out that the events that have transpired since reflect personal animosity more than real property concerns. Keane waited until after Mason's addition was complete: Keane's survey wasn't obtained until more than 3 months after Mason's project was completely finished, and never expressed her concerns, if she had any then, to Mason before or during the construction. She exercised self-help to tear down a 54-year old fence and then began her quest to destroy Mason's room addition.

3 ISSUES:

1. Regional Planning now thinks the measurements in Mason's site plan that DRP approved were wrong. DRP did not think this until *after* Mason's construction was fully permitted, finalized and completed. To our knowledge, no one did, including DRP. Mason submitted corrected plans in connection with his application for yard modification. He has not skirted any requirement; withheld any information; or failed to adhere to any code or subsequent request. He obtained all permits, completed all inspections and has a strong estoppel argument.
2. Keane contends that water runs off the Mason property on to her property. However this is not true. Mason submitted not only an inspection report testing water runoff, but also photographs showing the runoff and the drain Mason installed: a french drain running 90' along the north and south property lines. In point of fact, due to the already-installed drains, there is NO Mason-to-Keane drainage problem, but there IS a Keane-to-Mason drainage problem because Keane's property slopes to the north. Notwithstanding the existing drains, Mason will gladly install gutters and diverters without doubt directing any runoff into the drains so it cannot leave the property.
3. Keane contends that Mason's house is a fire hazard. This is also not true. Mason used the highest fire-rated materials on the market today for walls and roofing. There simply are no available building materials rated higher for use in residential construction, short of 100% concrete. A contractor's report attached to the Keane/Davis opposition states that Mason's inspector did not verify the use of these materials by means of destructive testing. Technically that's correct; no destructive testing was done because, logically in the circumstances, it seemed like overkill, however, Mason's Certified Deputy Inspector Mr. Cook inspected the construction from the interior attic space above the addition and removed all the vents. The Cook Report states that it is a "visual inspection" and nothing more than that was ever claimed. Mr. Cook's experience as a private deputy inspector for over 18 years gives him the experience and expertise to compare the

factory sample of the material in question side by side with the actual material used in the building and see that they are the same. And while the scope of his certified deputy inspector's license entails subjects that are not necessarily at issue here, he was not acting in the scope of certified deputy inspector when he made his visual observations. There have been no misrepresentations about this. On the contrary, the Keane contractor did not submit a CV with his report so we have no way to determine if he is a qualified expert in the area in which he opines, however we *do* know that he missed the drains, missed the noise reports details, missed the runoff issues, got the pool chain link fencing compliance issue wrong (it couldn't have been grandfathered otherwise she could not have taken it down and replaced it without coming up to code), and therefore we question the validity of his report and his inspection. Absolutely no proof has been offered by Keane to refute the high fire resistance of the materials used in the Mason room addition. There is simply no heightened fire danger from this addition.

[All of the foregoing are verified in the independent inspection and testing of Certified Deputy Inspector Michael Cook dated February 10, 2010 whose observations and results are set forth in the Certificate of Visual Observation by Michael Cook, RDBI #1012 See Exhibit "5", as well as photographs contained in Exhibits Nos. "6", "7" and "8". The south-facing window in the area of the setback is sealed with 2" of fabric-wrapped fiberglass panel, Fire Rating Class A, a highly fire-retardant material. [See Exhibits "5", "6" and "8" for ratings of roof materials and visual descriptions.] The roof eave encroaches over the fence only 3" [See Exhibit "6"], but a hose test off the roof reveals that all water drained inside the Subject Property and none drained over the fence. [See Exhibit "7".] Additionally, the improvements have an installed drainage system, a portion of which is depicted. [See Exhibit "7".]

II. PERTINENT AUTHORITY

While not binding on this Commission or any trial court because it hasn't been published, there is a case in San Diego County almost identical to this one which we offer as instructive for the analysis and reasoning contained in it, as well as for the authority it uses in its reasoning that *is* binding. In Graham vs. City of San Diego (2005 WL 1231633 (Superior Court No. GIC777455; May 25, 2005)), Court of Appeal, Fourth District, Division One, there was a dispute related to a storage structure located on property in violation of rear and side setbacks. The facts unfold in strikingly similar fashion to our case. In 1973 a previous owner built a storage shed pursuant to a building permit issued by the City. The location of the structure indicates that the property owner attempted to comply with the setback requirements in the Municipal Code based on the assumption that the fences on the northern and western lot line were on the property lines. However, it was later determined by a later survey that the fences were not built on the actual property lines and hence the encroachment of the structure into the setbacks. Parties Ford & Silbert bought the property with the encroaching structure on it in 1986. The neighbor, Graham, bought his property next door in 1999 and then had the property surveyed. After some back and

forth with Ford & Silbert, Graham removed the fence separating their two properties and built a new fence closer to the actual property line.

The next year, Graham contacted code enforcement to complain about the setback violation and the city issued a notice of violation of side yard setbacks. The notice stated that Ford & Silbert could apply for a variance to allow them to maintain the existing structure. The storage structure had a 6' addition on the side of it, and Ford & Silbert made a deal with the City to remove the addition portion and in exchange the City closed its case. But Graham sued the City seeking declaratory relief to enforce the setback requirement as to the original and remaining structure, and seeking to force the City to enforce the Municipal Code and tear down the structure. Graham also sued Ford & Silbert to remove the structure and for a finding that the structure (a fully completed, occupiable improvement) was a nuisance.

The appellate court observed that the language in San Diego's Municipal Code read that "...the City **may** take any appropriate enforcement action..." and noted that its enforcement provision was *permissive not mandatory*. The appellate court cited to a case that is controlling, Riggs v. City of Oxnard (1984) 154 Cal.App.3d 526, 530, where the Riggs Court also noted that the relevant zoning ordinance's use of the term "may" indicated that prosecutorial enforcement was discretionary rather than mandatory, thereby allowing a city discretion to make such a determination or logically resolve a violation in other ways. Accordingly the appellate court determined that the City of San Diego did not have a ministerial duty to pursue remedies for enforcement of the setback requirements applicable to the Ford & Silbert structure (e.g. removal).

In the discussion, the court noted that at the time the storage structure was built, the property line was erroneously believed to have been a nearby fence line. Also noted, that at the time the structure was constructed, the adjacent property owner had not objected and there had been no objections before up until that point. As a result, no survey of property lines was performed at the time. The City had twice inspected the storage structure during its construction. Further, the extent of the encroachment was fairly minor, that it did not impact very many people, and that it did not constitute a health or safety issue. Based on the foregoing, the City provided a reasoned explanation for its actions. "The violation was relatively minor, there were equities as well as potential legal defenses militating against expending City resources in an attempt to gain full enforcement of the setback regulations, and the City achieved partial compliance with the Municipal Code."

Also noted in the discussion, "The fact that plaintiff has shown the value of his property is damaged by the proximity of the unlawful [structure] does **not** entitle him to damages nor to have the [structure] declared a nuisance." Taliaferri v. Salyer (1958) 162 Cal.App.2d 685, 691.

And, in San Diego Gas & Electric Co v. Superior Court (1996) 13 Cal.4th 893, the California Supreme Court held that in order to state a claim for private nuisance, a plaintiff must establish

three elements. First, the plaintiff must prove an interference with his use and enjoyment of his property. Second, “the invasion of the plaintiff’s interest in the use and enjoyment of the land [must be] *substantial*, i.e., that it cause[s] the plaintiff to suffer ‘substantial actual damage.’ Third,, “[t]he interference with the protected interest must not only be substantial, but it must also be unreasonable, i.e., it must be ‘of such a nature, duration or amount as to constitute unreasonable interference with the use and enjoyment of the land.’”

(Keane has most certainly not demonstrated, and cannot demonstrate, this kind of substantial and unreasonable interference with an unoccupied backyard area of her property which is the only area near the Mason encroachment. She certainly has provided no proof of her conclusion that the de minimus encroachment is a nuisance.)

The appellate court in the San Diego case discussed these two cases, Taliaferri and San Diego Gas & Electric, among others, and the reasoning in both cases. The San Diego Gas & Electric court explained that the requirements of substantial damage and unreasonableness stem from the law’s recognition that:

“Life in organized society and especially in populous communities involves an unavoidable clash of individual interests. Practically all human activities unless carried on in a wilderness interfere to some extent with others or involve some risk of interference, and these interferences range from mere trifling annoyances to serious harms. It is an obvious truth that each individual in a community must put up with a certain amount of annoyance, inconvenience and interference and must take a certain amount of risk in order that may get on together. The very existence of organized society depends upon the principal of “give and take, live and let live,” and therefore the law of torts does not attempt to impose liability or shift the loss in every case in which one person’s conduct has some detrimental effect on another. Liability for damages is imposed in those cases in which the harm or risk to one is greater than he ought to be required to bear under the circumstances, at least without compensation.” (San Diego Gas & Electric at pp. 937-938, quoting from Rest.2d Torts, § 822, com. g, p. 112.)

In a number of cases, courts have held that diminution in property value, standing alone, is not sufficient to establish a claim of private nuisance. And, “the elements of substantial damage and unreasonableness are questions of fact that are determined by considering all of the circumstances of the case.” San Diego Gas & Electric at pp. 938-939.

From Graham v. City of San Diego: “Even where the diminished value of a parcel of property results from an abutting unlawful structure, such diminution does not constitute sufficient injury to state a claim for nuisance.

“An individual complaining of an unlawful structure must show that he has suffered some exceptional damage other than that suffered by the public generally. An increase in fire hazard

or in insurance rates has been generally held **not** to constitute such damage. Nor will the fact alone that property will be depreciated in value by the mere proximity of an unlawful structure have that effect. Biber v. O'Brien (1934) 138 Cal.App. 353, 355-356, 361.

The appellate court in *Graham v. City of San Diego*, having facts almost identical to ours, considered all of the foregoing, and more, *controlling case authority*. It concluded that a finished structure violating a setback did not require a mandatory removal of the structure where the City's code language used permissive, not mandatory language; that the City could avail itself of other means of resolution. And such a structure did not rise to the level of being a private nuisance despite the complainant's arguments about fire hazard or other detrimental effects; diminution in value was insufficient, and there was unproven any substantial interference with use and enjoyment of property; such must rise to the level of being substantial and unreasonable, a level "in which the harm or risk to one is greater than he ought to be required to bear under the circumstances."

The facts of *Graham v. City of San Diego* are similar enough to this matter to make the appellate court's decision instructive: A legally permitted structure was thought to be in conformance with applicable setbacks. No one ever objected to the structure and no one ever obtained a survey, and the City didn't require one, until a new neighbor surveyed his property and determined that the fence wasn't on the actual lot line. He exercised self-help in tearing down the fence and moving it, and consequently the other neighbor's structure came to be in violation of the setbacks. He set out to make the City order the structure torn down and when the City utilized its discretionary authority to deal with the situation in a manner that would have a lesser and far more reasonable impact on the owner of the structure, he sued *and lost*.

Put simply, the County of Los Angeles has the same discretionary authority to deal with this situation:

"A director of planning, without notice or hearing, **may** grant a modification to yard or setback regulations required by the ordinance codified in this Title 22 or any other ordinance where topographic features, **subdivision plans or other conditions** create **an unnecessary hardship** or unreasonable regulation or make it obviously impractical to require compliance with the yard requirements or setback line." Chapter 22.48.180. [Emphasis added.]

The DRP has already acknowledged this by its own statement published in "Response to Board Motion Regarding Cerritos Island (April 15, 2008, Item 69-A): wherein the DRP stated: "The yard modification procedure is a discretionary procedure that may allow for the modification of front, side and rear yard setbacks."

The County should use its discretion to grant Mason a yard modification, or, at the very least, to find a constructive and reasonable alternative as was found by the City of San Diego.

III. BALANCING THE EQUITIES

“A city may be estopped from enforcing a zoning ordinance when it has acted affirmatively, the property owner has relied upon such action, and the city then attempts to change its position.” City and County of San Francisco v. Burton (1962) 20 Cal.Rptr. 378. Longstanding cases adhering to this principal: Times-Mirror Co. v. Los Angeles Superior Court (1935) 3 Cal.2d 309. And, **“A municipality is subject to rules of estoppel where equity and justice require application of such rules.”** City of Los Angeles v. County of Los Angeles (1937) 9 Cal.2d 624; City of Los Angeles v. Cohn (1894) 101 Cal. 373.

In this case, the County should be estopped from enforcing a zoning regulation against Mason (setback requirements) because the County acted affirmatively but issuing building permits, inspecting the property at all phases of construction, and on which affirmative actions Mason relied. The denial of Mason’s yard modification would be the same as a “change of position.” Equity demands that this language apply to the director of planning in that the County should be held to its own permit process, inspections, and final permits. If a citizen complies with the law and receives a final permit, as Mason did, the County must be estopped from retracting a legal building permit and changing its position.

The County’s own building permit records prove that Mason complied with all requirements. DRP inspected the property and found setback compliance. Mr. Garcia testified that there was no need to require a survey and there is no prerequisite requirement for a survey before issuing a building permit. The fact that Mason used the original site plans, as did his architect, and took the reasonable course of action in hiring an architect, means that Mason has a right to rely on his belief that his site plans were accurate. He is entitled to rely on his building permit.

Mason is a Good Faith Improver under the meaning of *CA Code of Civil Procedure § 871.1*: **“A person who makes an improvement to land and in good faith and under the erroneous belief, because of a mistake of law or fact, that he is the owner of the land.”**

Keane can argue that Mason did not commit a mistake, but that is only because her argument is self-serving. She has *no proof* of her slanderous allegation to the contrary, while Mason has the full record of the permit process, including the testimony of Marty Garcia, to prove his belief.

In balancing the equities of the two parties and the County, the harm to Mason should the Commission not grant a yard modification far outweighs the damage complained of by Keane or any implications as to the County’s right of code enforcement. Consider, if you will, that Mason bought the Subject Property in 2006 - at the height of the market - and is now upside down on its value. Add to this the amount of money he expended on the room addition (and the overall and other improvements and clean up of a property that had not been touched in 54 years), in the range of \$150,000, and you may conclude that Mason is *way* upside down. He will

have to own this house for many years before he can hope to break even on his equity much less recoup his *actual* investment. He has no additional monies to apply to this house, and were he to be ordered to tear down the room addition, could not afford to do it. Any financial advisor worth his salt would advise Mason to walk away from the property, give it to the bank and be done with it. *The financial harm to Mason in this scenario would be not just substantial, it would be devastating.* This harm vastly outweighs any of Keane's complaints which are unproven in any event. There is no substantial interference with the use of her property; the Mason room addition does not constitute a nuisance, and not even an increase in fire hazard - which is categorically denied - rises to the level of damage as defined in case authority. *A true balancing of harms and equities can reach no other conclusion but that Mason's harm is substantial and outweighs all others'.*

Additionally, in Mason's February brief, there were listed numerous properties with similar violations. All were single family residences within a mile or less of the Subject Property, as easily determined by the addresses, and all of the listings included a description of the believed violation. (See Exhibits "12" and "13" Tract Map and Area Map depicting other violating properties.) Included in the list were the Hanson and Keane properties and two others in the same tract. The rationale for the disturbing and questionable neighbor declarations is probably grounded in retaliation, but the fact remains that these properties, and others, have not been subject to the same enforcement as the County seeks to impose on Mason for the same or similar violations. Mason was advised and believes that the detail provided about each property's violation would be adequate for the County to investigate, but Mason does not seek to punish his neighbors. Rather, he points out that *selective enforcement of the setback against his property only and not his neighbors is not a proper means of dealing with the problem and might hypothetically be a violation of his Constitutional Right of Equal Protection.*

The denial of a yard modification will create an even more unnecessary hardship on Mason in that he has the unusual situation of having a house not parallel-sited to the lot lines and is therefore already limited; the "offending corner" is a DIMINIMUS intrusion into the setback and creates no nuisance or dangerous conditions to any neighbor, and therefore issuance of a removal order would be purely punitive as wells as financially devastating.

IV. REQUEST FOR YARD MODIFICATION

Mr. Mason requests that the Commission reverse the denial of his request for Yard Modification and grant same. The Commission has the discretionary authority to do this. The case law supports the Commission's discretionary authority to do this.

The actual encroaching improvement is diminimus in size. It is highly fire retardant and resistant. Drains control the flow of water runoff such that the neighboring property is unaffected. Additionally, Mason has offered to install gutters and diverters to the existing drains. This will entirely mitigate runoff issues (which we deny exist) with respect to the concrete

shingle eave which abuts the property line in its overhang. (As a compromise to more serious action, Mason would offer to clip the eave and box the roof, however we consider this unnecessary due to the effect of the drainage system and the fact that there is no structure on the Keane property in the vicinity of the eave.)

There is no nuisance in this fully permitted, fully inspected, completely legal, high quality structure or in its mistaken and inadvertent placement within a small area of the side setback. The encroachment does not run the length of the lot line because the improvements sit obliquely on the lot, not parallel to the lot lines, thus, the encroachment disappears entirely within ten feet. Again, it is a diminimus encroachment that does not justify removal or other harsh and expensive treatment that is unsupported by controlling case authority *or the facts of this case*.

MASON ASKS FOR EQUITY AND EQUAL TREATMENT, NOT SELECTIVE ENFORCEMENT OF SETBACKS, INSTEAD, A SIMPLE YARD MODIFICATION.

MASON JUSTIFIABLY RELIED ON THE PERMIT PROCESS WITHOUT KNOWLEDGE OF ANY ERRORS CONTAINED IN THE ORIGINAL SITE PLAN AS TO THE PLACEMENT OF THE LOT LINES AND SETBACKS.

THE COUNTY OF LOS ANGELES SHOULD BE ESTOPPED FROM RETRACTING ITS PERMIT FOR LEGALLY CONSTRUCTED IMPROVEMENTS WHERE MASON JUSTIFIABLY RELIED ON THE COUNTY'S AFFIRMATIVE ACTIONS.

IN VIEW OF THE CASE AUTHORITY SUPPORTING THE COUNTY'S EXERCISE OF ITS ENFORCEMENT DISCRETION, A DENIAL OF A YARD MODIFICATION WOULD BE UNDULY BURDENSOME, FINANCIALLY DEVASTATING AND STUNNINGLY UNFAIR, FAILING ENTIRELY TO WEIGH THE HARM TO THE APPELLANT, MR. MASON, AGAINST THE UNPROVEN CLAIMS OF THE NEIGHBOR, MS. KEANE, WHICH CLAIMS IN ANY EVENT DO NOT RISE TO THE LEVELS REQUIRED BY LAW.

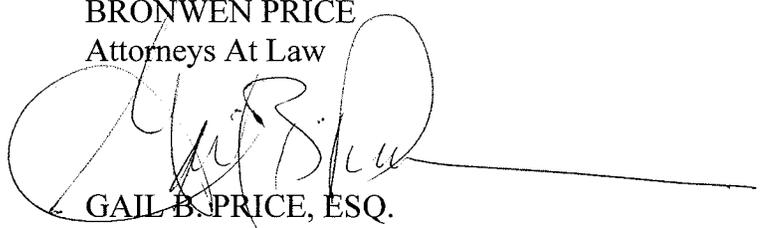
Because Mason has complied with Chapter 22.48.180 in all other respects, the deminimus encroaching portion of his structure was made will all proper County permits and DRP inspections giving Mason the right to rely on the County's process and affirmative actions and having no information to the contrary and relying also on the subdivision map and original site plans - as did DRP, and because this yard modification has no negative impact on public health, safety and welfare and in no way rises to the level of a nuisance, there is good cause for granting a yard modification and absolutely no proof has been offered, or exists, to the contrary.

The Commission has discretion to do so and we ask that this denial be reversed. As a denial

would cause devastating harm to Mason, we are forced to request that, should the Commission be inclined to deny the yard modification, Mason be allowed to make the suggested alterations of gutters, diverters, or, alternatively, clipping the overhanging eave and boxing the roof. These are reasonable solutions to the problem at hand.

Respectfully submitted,

BRONWEN PRICE
Attorneys At Law



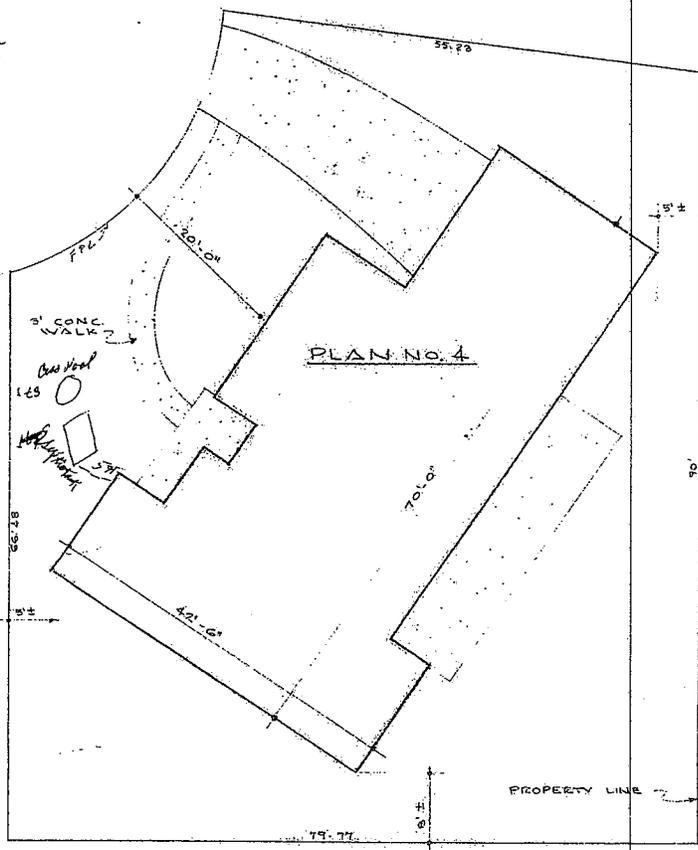
GAIL B. PRICE, ESQ.

LIST OF EXHIBITS:

1. Original Stamped Site Plan.
2. Mason's Site Plan submitted to DRP.
3. Mason's corrected Site Plan made after the fence was moved and the encroachment discovered, and in connection with Mason's application for Yard Modification.
4. The Permit issued and finalized by DRP.
5. Certificate of Visual Observation Report dated 2/10/10.
6. Photographs of Deputy Inspector Michael Cook conducting testing and measuring of the encroaching corner of the Mason improvements (taken 2/10/10).
7. Photographs of the Cook roof water runoff test and drainage pipe (taken 2/10/10).
8. Photographs of fire-resistant roof, and insulating materials (taken 2/10/10).
9. Noise Report entitled "Investigation Request."
10. Letter from Mason/Chim to Keane of 5/15/08 offering new pool equipment to mitigate the sound and vibration problem.
11. Letter from Benjamin Liao dated 4/2/10, and letter from Sabrina Liao dated 4/7/10; e-mail from Sabrina Liao dated 4/9/10 agreeing to removal of bushes and stating that she will "take her chances with the county and be prepared to remove that part of the fence" referring to the height of 6' of her fence at the front property line "if and when they decide to build a sidewalk or enlarge the culdesac."
12. Tract Map of Wenham Road.
13. Thomas Guide map showing County area with numerous other nonconforming properties (noted in Brief of 2/16/10).
14. Reserved.
15. Reserved.

JOB NO. 5916

Meridian Rd

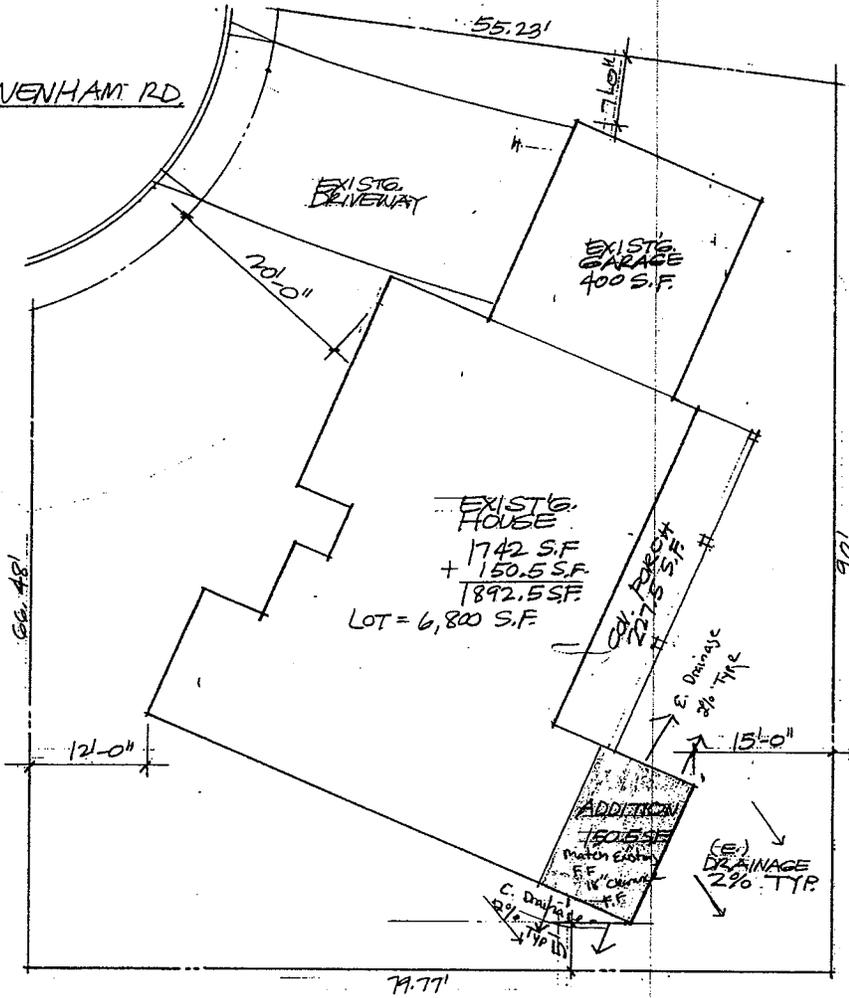


LOT PLAN
SCALE 1/8" = 1'-0"

DATE: 3-5-56
 COUNTY: CA
 CITY: M.O.
 18 1956

LOT NO. 5		TRACT NO. 141	
/s/ ZIELINSKI			
DATE 2-21-56	MAJOR DRAFTING SERVICE 11011 SOUTH PALMOUNT YORK 2-6177-26175 DOWNEY, CALIF.		DUREY
DRAWN BY TUTT			
CITY			

520 WENHAM RD



LOT 5 TR. 20145
APN 5331-002-005

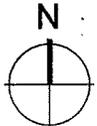
SITE PLAN
1/8" = 1'-0"

BUILDING DRAINAGE PLAN APPROVED
BY *J. P. [Signature]* DATE 1/2/07
BUILDING AND SAFETY DIVISION
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS



RECEIVED FOR THE PERSON
Department of Public
APPROVED
DATE
BY
JAN 02 2007

The lot shown on this plan is not to be used for any other purpose than that for which it is shown. It is not to be used for any other purpose than that for which it is shown. It is not to be used for any other purpose than that for which it is shown.



WENHAM
ROAD

43.31' PL
R=35.00'

55.23' PL

6' HIGH (TRELLIS)

EXISTING
GARAGE
400 S.F.

EXISTING SINGLE
FAMILY RESIDENCE
1,742 S.F.
150.5 S.F.
1,892.5 S.F.

LOT COVERAGE = 6,800 S.F.

LOT 5 TR. 20145
APN 5331-003-005

COVERED
PORCH
227.5 S.F.

(MATCH
EXISTING)

UP

EXISTING
PATIO
PORCH

EXISTING 2007
ADDITION

150.5 S.F.
(MATCH EXISTING)

17'-0"

65.69' PL

2' HIGH (POST & RAIL)

20'-10"

7' HIGH
(TRELLIS)

2' HIGH (POST & RAIL)

6' HIGH (TRESPASS DEC. 2007 RED WOOD FENCE)

79.77' PL

5'-0"
EASEMENT

89.41' PL

7' HIGH (TRELLIS)

OLD BOUNDARY LINE

EXISTING 5'-0" HIGH 80 YR. OLD CHAINLINK FENCE

2' HIGH
POST & RAIL



DATE: 1-2-07

ADDRESS: 520 Wenhaven Rd, Pasadena

120 South Baldwin Avenue
Arcadia, California 91007
(626) 574-0941

INSPECTION RECORD

PERMITS WILL BE VOIDED IF WORK IS STOPPED FOR 180 CONSECUTIVE DAYS

NO.	INSPECTION	DATE	INSPECTOR
-----	------------	------	-----------

Building Inspections and Approvals

B1	Location/Setbacks	1/12/07	R. P.
B2	Soils Engineer		
B3	Foundation/Forms	1/12/07	R. P.
B4	Retaining Walls		
B5	Masonry Walls		
B6	Bolts/Hld Dwns/Strps		
B7	Floor Slab & Steel		
B8	Raised Floor Framing	1/16/07	R. P.
B9	Underfloor Insulation	1/16/07	R. P.
B10	1st Floor Sheathing	1/16/07	R. P.
B11	2nd Flr Frame/Sheath		
B12	Window Replacement		
B13	Roof Sheathing	1/16/07	J. Lopez
B14	Masonry/Mfg Fireplace		
B15	Roof Covering	1-26-07	R. P.
B16	Frame/Bracing	2/2/07	R. P.
B17	Insulat/Weather Strip	2-2-07	R. P.

Do Not Cover Walls Until Frame, Insulation, & Rough Electrical, Mechanical, & Plumbing Have Been Signed

B18	Interior Lath/Drywall	2/12/07	R. P.
B19	Exterior Lath	2/12/07	R. P.
B20	T-Bar Ceiling		
B21	Rated Floor/Ceiling		
B22	Rated Walls		
B23	Rated Shafts		
B24	Disabled Access		
B25	Demolition		
B26	Lot Drainage		
B27	SHAR	2-2-07	R. P.
B28	(Address posted) Enter Building Final Below		

Electrical Inspections and Approvals

E1	Temporary Power		
E2	Service/Ground		
	<input type="checkbox"/> Location <input type="checkbox"/> UFER		
	<input type="checkbox"/> Water Ground		
	<input type="checkbox"/> Driven Rod		
E3	Underground Elect		
E4	Outlets		
E5	Rough Conduit		
E6	Rough Wiring	1-29-07	R. P.
E7	Dist Panel(s)		
E8	Rough Electrical		
E9	Smoke Detectors		
E10	Svr Ground Fault Test	1/16/07	R. P.
E11	Service Panel	1/16/07	R. P.
E12			
E13	Electrical Final	8/15/07	R. P.

NO.	INSPECTION	DATE	INSPECTOR
-----	------------	------	-----------

Mechanical Inspections and Approvals

M1	FAU/Wall Furnace		
M2	Exhaust Vent		
M3	Combustion Air		
M4	Duct Work	1-29-07	R. P.
M5	Rough Mechanical		
M6	AC/Compressor		
M7	Thermostat		
M8	Fire Dampers		
M9	Smoke Detectors		
M10	Commercial Hood		
M11	Boiler		
M12			
M13	Mechanical Final	8/15/07	R. P.

Plumbing Inspections and Approvals

P1	Water Service	1/16/07	R. P.
P2	Under Floor/Slab		
P3	Shower Pan	1/16/07	R. P.
P4	Water Lines		
P5	Rough Gas Piping	1/16/07	R. P.
P6	Rough Plumbing		
P7	Sewer (Public/Private)		
P8	Backflow Preventer		
P9	Water Heater		
P10	Lawn Sprinkler		
P11	Roof Drains		
P12	Gas (Test/Final)	2-16-07	R. P.
P13	5' House LATH	2-16-07	R. P.
P14	Plumbing Final	8/15/07	R. P.

Verify Other Approvals

O1	Spec. Insp. Reports		
O2	Methane System		
O3	Grading Approval		
O4	Struct. Observation		
O5			

Agency Approvals

A1	Fire Department		
A2	Construction Division		
A3	Environmental Prog.		
A4	Health Department		
A5	AQMD		
A6	Planning Dept.		
A7	Business License		
A8	CalTrans		
A9	Highway Deduc/Impr		
A10	RE ROOF	1-29-07	R. P.
B28	BUILDING FINAL	8/15/07	R. P.
	Certificate of Occupancy		

POST THIS CARD AND THE APPROVED PLANS IN A CONSPICUOUS PLACE ACCESSIBLE TO THE INSPECTOR IT SHALL BE THE DUTY OF THE APPLICANT TO CAUSE THE WORK TO REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES. PERMITS WILL BE VOIDED IF WORK IS NOT STARTED WITHIN 180 DAYS OR IS SUSPENDED FOR A PERIOD EXCEEDING 180 DAYS.

Tommy Goodwin Inspection Consultants, INC.

4588 Dogwood Ave.
Seal Beach, CA 90740
Cell: (714) 642-7905

E-MAIL TGIC1@MAC.COM
Fax: (562) 342-9815

Phone: (562) 342-9802

CERTIFICATE OF VISUAL OBSERVATION

BUILDING DEPARTMENT REGIONAL PLANNING COMMISSION Project Date 2/10/10
Permit # CASPER R PD 200801266 (S) Project # R2008-0177 (S)
Project Name YARD MODIFICATION Job Phone _____
Project Address 530 WENHAM RD PASADENA
Owner's Name STONE MASONS & NAVERS CON
Address Same
General Contractor _____ Phone _____
Address _____ Fax _____
Site Contact _____ Cell _____
Engineering Firm _____ Phone _____
Address _____ Fax _____
Name in Seal _____ Contact _____
Architectural Firm _____ Phone _____
Address _____ Fax _____
Name in Seal _____ Contact _____
TYPE OF INSPECTION: Reinforced Concrete Guniting Prestress Grading Framing
 Rebar Hi-Tension Bolts Anchors Structural Masonry Welding Other

FINDINGS OF VISUAL OBSERVATION

See Attached Report.

Observer (Print) Michael Cook

Observer (Sign) [Signature]

HOURS: _____

Mon. _____

Tues. 8

Wed. _____

Thurs. _____

Fri. _____

Sat. _____

Sun. _____

Verified By: (Print & Sign) [Signature]

Date 2/10/10

Regarding Room Addition to SFD In Response To 520 Wenham Yard Modification

Verified Materials to best of my abilities without destructive testing:(attached with pics)

- 1)Building Insulation-Thermafiber Sound & Fire blanket # ASTM C665,Type 1
- 2)Roofing-Sheathing & Shear Walls OSB Flame Block ICC ESR #1365
- 3)Shingles -Certaineed , Presidential shake class A fire Rated:
ASTM D3462
ASTM D3018 type1
ASTM E108 Class A Fire Resistance
- 4)Drywall-5/8" thickness ,walls and ceilings
- 5)Exterior Walls-Stucco 1-1/8"
- 6)Windows Covering-Vertical Solutions-Fiberglass panel -Fire Rated A by ASTM E-84 and 2 1/2" total thickness.
- 7)Water Test of room addition -Approx .97% of runoff Draining on to owner's property . Remaining Runoff falling on neighbor's relocated fence area .All water flowing to South East drain (4") on Owner's property. Also drain pipe installed for future Rain Gutter.
- 8)Roof over hangs the relocated fence Approx 3" for 9" lateral at South East corner of room a addition.

Also Noted During The Structural Observation

- 1)Neighbor's at 2644 San Pasqual St ,Set Back of the accessory building 15' x 25'.
38" South wall and 24" West wall to fence. Accessary building constructed wood only.
- 2)30' Pool Enclosure Fence at 526 Wenham Rd 2 - 1/4" chain link Maxim 1 - 3/4 " per
LA COUNTY Building Code. 1150 Health & Safety Guide
- 3)Observe the site plan A-1 new addition south east corner :

1-Relocated fence 2-Old boundary line fence

A. Relocated fence is approx 1'-10" from South East corner of the addition. Shown on
Site plan A-1

B. Observe the old boundary line fence Post 3' south of the relocated fence. As shown on Site plan A-1

C. Determine that the old boundary line is approx 5' from South East corner of the addition. As shown on Site plan A-1.

Signature :



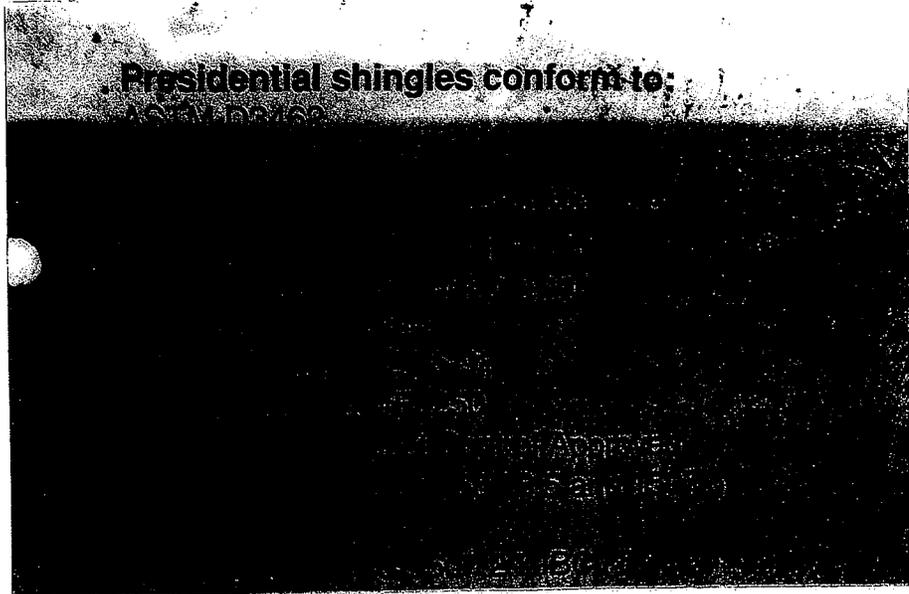
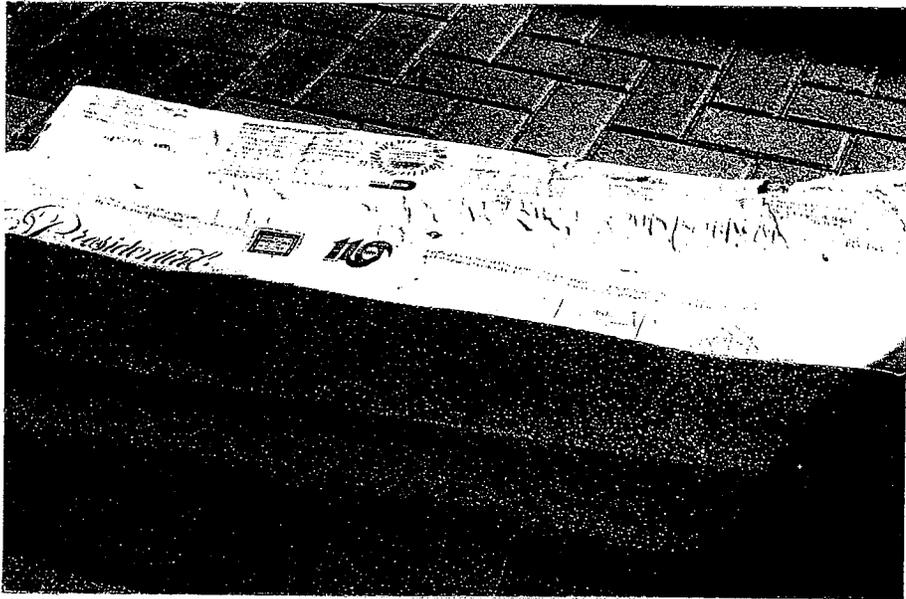
Michael Lee Cook
RDBI #1012

Date

2/10/10
02/10/2010









INVESTIGATION REQUEST

City of Pasadena
Environmental Health Department

1804

CONTROL NUMBER
Reported: 08/27/07

DATE	TIME	BY	PGM	INVENTORY TYPE	LOCATION	SD/Emp
08/27/07	9:02 am	SD	28N	100 General Noise Control		3 District 3 4 Cheng, Erik T

REQUESTED BY STEVEN MASON 520 WENHAM ROAD PASADENA CA 91107	WORK PHONE	HOME PHONE 626-698-XXXX	CELL PHONE 626-200-8701
--	------------	----------------------------	----------------------------

REGARDING UNKNOWN 526 WENHAM ROAD PASADENA CA 91107	CONTACT PHONE	OTHER PHONE	CELL PHONE
--	---------------	-------------	------------

RESPONSIBLE PARTY SAME AS REGARDING

NATURE OF REQUEST:

10N NOISE COMING FROM NEIGHBORS PROPERTY
Complainant called regarding a loud pool pump on his neighbor's property.

CONFIRMED NOT CONFIRMED NOTICE ISSUED COS

FINDINGS / ACTION TAKEN:

8/27/07 - 60-61 dBA
 - ambient 57 dBA
 allowable - 57 dBA
 - not in city of pasadena
 - no action taken

08/29/07 9:37 PM
 tag #: 397
 officer: Esqueda

COMPLETE COMPLAINANT INTERVIEWED

BY ERIC CHENG SPECIALIST DATE

May15 08

Dear Ms.Davis:Here is a letter to Ms.Keane.Thanks!

Dear Ms.Keane:

Maybe on April 23 08, we start to replace our drive way,8:15am and if the noise had bother you,we appologize for that(its one day and the only way we could remove the drive way).

We both need to work every day and on weekends we need our rest time,that's why we hope to discuss a time with you,we knew pre-owners Ted and Annete did the same thing with you too.Hopely we have this chance as well.10:30am-6:30pm like your offer before is fine,we really don't know why the pool equipment has been changed so many times and now it is set for 8am.We don't know what upset Ms.keane recently since new year everything has been so calm.

Our offer is always open:A new whisper flow .we just want to solve the pump problem.I don't think Ms.Keane understand the problem,the sound tranfers thru your slab and vibrate our foundation throughout the entire house,its very hard to get any rest because of the Anticipation of the timer.We hope Ms.keane could understand as working woman how important it is to have enough rest. We undertand is not your fault,But we really need your help .Please change the time back to our agreement.That is what we need as neighbors.

Thanks You so much!

Sincerely

Steven Mason & Nadine Chim

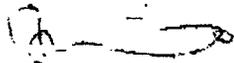
2640 San Pasqual's
To: Mr. Carolyn De Grail

April 2, 2010

To Steve Mason of 520 Wenham Rd., Pasadena

I recently heard that my sister, Sabrina Liao, is working on a landscaping project in our family property at 2640 San Pasqual Street, Pasadena, CA. I understand that your fence and bushes have crossed the property line into our side yard.

I am writing to ask you to please remove these obstructions within 2 weeks time. If you decide to continue to ignore your encroachment onto our property, we will be forced to take legal action against you.



Benjamin Liao

April 7th, 2010

Hi, Steve –
520 Wenham Rd.

I received your letter on Monday (April 5th) and spoke to Nadine, Tuesday morning in regards to the 11 bushes between our properties. After consulting my landscaper, I have come to this conclusion:

My landscaping project consists of putting up a fence to mark the property line from the back corner of the lot, up to the curb. I have looked into property permits and legalities; therefore, I will take into consideration the height of such a construction in regards to the distance from the street, so there will be no worries.

However, the concern is this - your bushes (they are 10 – 12in into my property). In order to put up the fence, the bushes need to be removed.

Per my conversation with Nadine, she mentioned 2 options:

- 1) Have you hire someone to remove them
 - 2) Pay me \$300 and keep the bushes
- Or I'm offering option 3) Understanding that these bushes cost you money, give me \$300 and I'll have the landscaper remove them and re-pot them for your use in the future.

Please let me know soon so I can get this project going ASAP.

Also, I wanted to let you know that I appreciate you moving the fence in such a timely manner. However, it is still encroaching 1" into my property. (Nadine can explain this to you) At this time, I will not ask you to move it; however, I should let you know that if, in the future we do sell the house, I will have to notify the new homeowners of this discrepancy.

Your neighbor

Sabrina Liao
2640 San Pasqual St.



[Hi, steven](#) [Offline](#) [Sign Out](#) [Yahoo! My Yahoo!](#) [Search](#)
[What's New](#) [Inbox 20](#) [RE: Rem](#) **April 9, 2** [Sabrina's](#) [Re: Sabr](#) [We need](#)
[Delete](#) [Reply](#) [Forward](#) [Spam](#) [Move](#) [Print](#) [Actions](#)

April 9, 2010

From: Sabrina Liao <sliao71@hotmail.com> [View Contact](#)
 To: radiasteve266@yahoo.com
 Cc: weewh03@gmail.com

Fri, April 9, 2010 8:05:19 AM

Morning -

Nadine's emailed Mr. Ong to ask if he'll remove the bushes for \$300, he's agreed. You can contact him at 323.841.5071, maybe he'll just do it altogether with the complete work, that way you won't have a headache on trying to schedule your time.

As for the case, Steve... I believe that's what the 2nd peg off the curb is marking, looks more like 3 feet in. I think I'll just take my chances with the county and be prepared to remove that part of the fence if and when they decide to build a sidewalk or enlarge the culdesac. In the meantime, I will still ask for all bushes to be removed.

Thanks,

- Sabrina -

The New Busy is not the old busy. Search, chat and e-mail from your inbox. Get started.

TODAY: 4/29 No events. Click the plus sign to add an event!

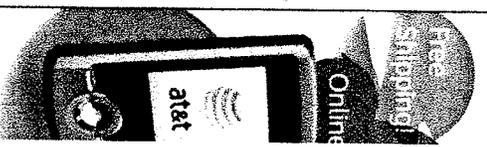
- Applications**
- Attach Large Files
- Automatic Organizer
- Calendar
- Edit Photos
- Evite
- Flickr
- My Drive

- Inbox (1)**
- Drafts (27)
- Sent
- Spam (103)
- Trash (89)
- Contacts
- Folders
- untitled pictures

Web Search

Mobile | Options | ADVERTISE

Free phone



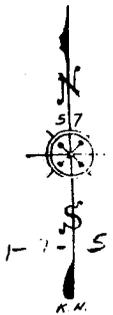
TRACT NO. 20149

Being a Sub of a Por of Lot 3, Block 7
Sunny Slope Estate

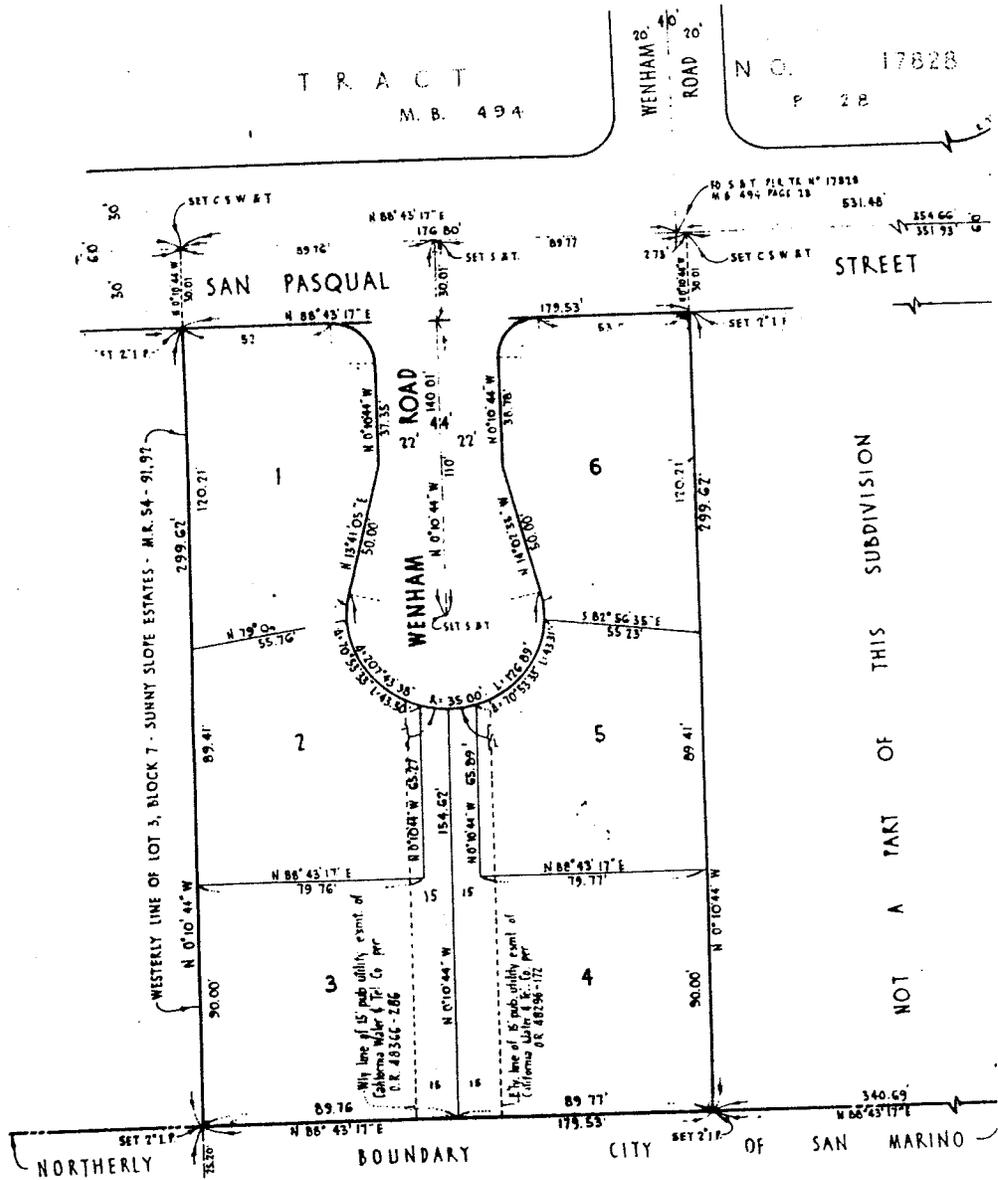
Map Book No. 598 Page 25-26

706 PART 2

214



SCALE 40' TO 1" INCH



FOR PREVIOUS ASSESSMENT, SEE PAGE 211

7 DE
122

