TEL: (626) 449-1362
FAX: (626) 796-1555

LAW OFFICES OF
KAREN A. DAVIS
THE ELEVEN-TWENTY-TWO BUILDING
1122 EAST GREEN STREET
PASADENA, CA 91106

P.O. BOX 5092
PASADENA, CALIFORNIA 91117

September 4, 2009

VIA FACSIMILE TRANSMISSION
(213) 680-9660 & U.S. MAIL

Ms. Nooshin Paidar
Mr. Richard Claghorn
Land Development Coordinating Center
Los Angeles County
320 W. Temple Street, 13th Floor, Room 1360
Los Angeles, CA 90012

Re: Application for Yard Modification - 520 Wenham Road, Pasadena, CA

Dear Ms. Paidar and Mr. Claghorn:

As you are aware, Maureen Keane owns the property at 526 Wenham Road, which is South of 520 Wenham Road and shares a common boundary line.

Ms. Keane was informed that an Appeal for a Yard Modification was filed by the owners of 520 Wenham Road, Pasadena, CA. The subject appeal relates to matters which have a material and adverse impact on Ms. Keane's property. Ms. Keane has requested specific information about the procedures she must follow to lodge her opposition. To date, Ms. Keane has been informed by Mr. Richard Claghorn that he does not know what the procedures are and that he will "let her know."

In as much as time is of essence and substantial and material property rights are at issue, this correspondence shall serve as the formal objection, submitted on behalf of Maureen Keane, to the application for a yard modification or any other approval of the addition made to 520 Wenham Road in the City of Pasadena. In the event your department finally determines what formal procedures must be followed to tender an objection, we ask that you provide further written instructions to this office immediately.

As an overview, please note the following:

On or about November 2006, Steve Mason began the construction of an addition to the existing house located at 520 Wenham Road. In order to obtain the building permits, Steve Mason submitted architectural plans from a licensed architect which falsely represented that there would be a five foot offset of the addition from the property line in compliance with the existing zoning codes.

In fact, the existing structure was located only four feet from the property line and no addition could have been built without the appropriate notices and approvals for a variance.

Ms. Keane objects to the approval of any portion of the addition, based upon the following facts, among others:

1. The structure comprising the addition poses a significant fire and safety danger to her property and structures due to its improper proximity of only 18 inches off of the property line. Moreover, the roof eve overhangs the property line. The zoning requirement of a minimum of five feet is to ensure that structures are not placed so close as to compromise the safety of a neighboring structure in the event of fire, among other reasons. As such, no part of the addition can be altered to solve these problems and there should be an Order for total removal.

2. The structure comprising the addition also has windows which open towards Ms. Keanes property in violation of the Building & Safety Codes. In addition, the roof eve hanging over her property line is also a violation of the Building Code.

3. Steve Mason graded the side yard between the addition and Ms. Keane's property to drain into her property. The substantial change in the historic flow of water from the roof dumping water directly on to her property and the ground water being drained into her property has caused, and will continue to cause, damage including erosion and water flow into her pool.

4. Steve Mason constructed an addition in violation of the building codes and zoning codes which is located 18 inches off of the property line. Notwithstanding the fact that the addition is located too close to the property line with Ms. Keane's property, Steve Mason is now objecting to the location and operation of her pool equipment which is located between her garage and the addition. Steve Mason

has actually pursued enforcement action through the City of Pasadena and the County of Los Angeles to prevent Ms. Keane from operating the pool equipment as she has for the past fifteen years. It is incredible that Steve Mason builds an addition in violation of the building and zoning codes and then attempts to interfere with improvements at Ms. Keane's property which are in compliance with the relevant laws. It is also incredible that Mr. Sabboubeh, of Regional Planning, has brought representatives from the District Attorneys Office to Ms. Keane's property on two separate occasions to "investigate" the claims of Mr. Mason while ignoring and refusing to enforce the claims of Ms. Keane. It begs rational analysis that the County would pursue claims against a neighboring property owner which arise solely from the existence of an illegal addition.

We are in receipt of a copy of the "hardship letter" submitted by Nadine Chim in this matter. The letter is replete with falsehoods and blatant misrepresentations of fact which the reviewing committee should be aware of.

First, Steve Mason, the husband of Nadine Chim, is a long time project manager for a general contractor in the San Gabriel Valley. As such, Mr. Mason has personal and extensive knowledge about construction related issues relevant in this case such as compliance with building codes and zoning codes.

Second, Steven Mason purchased 520 Wenham Road in November 2006 and was the sole owner of the property at the time he obtained the permits on January 2, 2007. In fact, Steve Mason acted as the owner-builder and personally managed the job site. Steve Mason is now using his wife, Nadine Chim, as a front to mislead any reviewing committee about the knowledge and intent of the "owners" in constructing the addition in violation of numerous building and zoning codes.

Third. Ms. Chim claims that "I had exceed 5' side yard and have 17' foot corner back yard." The statement is blatantly false. No part of the addition <u>ever</u> complied with the 5' side yard offset. The existing structure, prior to the extension, was located 4' from the property line. The addition was installed at an angle and no part of it met the zoning code minimum requirement of 5'. In fact, this addition would not have been approved at all even if Steve Mason had applied for a variance due to the health and safety requirements. I submit that it is safe to conclude the Regional Planning would never approve a new living structure to be built in a residential neighborhood that is only 18 inches from the property line. Accordingly, this addition should also not be approved.

[The above -referenced summary was provided in order to ensure that the reviewing committee is not unduly influenced by the misrepresented facts which were clearly submitted to invoke the sympathy of the committee.]

During the past two years, Steve Mason and Ms. Chim have called the Los Angeles Sheriffs Department at least eight (8) times to complain when Ms. Keane operates her pool equipment or uses her Jacuzzi. The Sheriffs are always very apologetic when they appear and have advised Ms. Keane to obtain a civil restraining order since they are required to respond each time Steve Mason makes a call.

Ms. Keane has been advised that the review process of this appeal will not be made public and that she will not be allowed to be present based upon a claim that "the original approval process was not public so this review process of the Appeal will not be public." This response is wholly improper and Ms. Keane also objects to the confidential nature of the review process. The committee will be considering a zoning variance which does, in fact, require public notice and public participation. The fact that a property owner obtained a building permit and completed improvements through the submission of fraudulent plans reflecting compliance with the zoning codes is no excuse for the reviewing committee circumventing the public notice requirement.

A determination that the addition will be approved notwithstanding the violation in the zoning code will irreparably harm the property rights of Ms. Keane. As such, Ms. Keane is demanding that the reviewing committee provide the proper notices and hold the public hearing in compliance with the regulations governing this matter.

In summary, Steve Mason knowingly constructed an addition to the primary residence located at 520 Wenham Road which violates the building codes and zoning codes. During the past two years he has failed and refused to provide the documents requested to assess any after-the-fact variance. Now, Steve Mason and Ms. Chim are seeking an appeal and claiming ignorance and poverty as a defense for their actions. The delay tactics and the use of Ms. Chim as a front and excuse are transparent attempts to invoke sympathy where it does not belong. Steve Mason's conduct and blatant disregard for the building and zoning codes should not be

rewarded by any approval. The appeal should be summarily denied and Steve Mason and Ms. Chim should be ordered to bring the property into compliance with the building and zoning codes that are imposed equally on all owners of property in this area.

Respectfully submitted:

LAW OFFICES OF KAREN A. DAVIS

Karen A. Davis

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21515 HAWTHORNE BOULEVARD, #1150
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Of Counsel

LAW OFFICES OF L. DOUGLAS BROWN

JENSEN & COEUR-BARRON, LLP
5100 Campus Drive, Suite 200
Newport Beach, CA 92660
Telephone: (949) 261-6255
Facsimile: (949) 261-8670

October 5, 2009

Ms. Nooshin Paidar
Mr. Richard Claghorn
Los Angeles County Department
of Regional Planning
320 W. Temple Street
Los Angeles, CA 90012

Re: Steven Mason and Nadine Chim
520 Wenham Road, Pasadena
No. 08-0012654/EFC 72719

Gentlepersons:

I was recently retained by Steven Mason on behalf of himself and Nadine Chim as their attorney.

The clients' principal problem centers around the fact that their next-door neighbor, Maureen Keane, 526 Wenham Road in Pasadena, recently violated a prescriptive easement and boundary line by removing a fence which demarcated the easement and established the boundary that existed between the two properties for approximately sixty (60) years.

In due course, legal action will be taken. In the interim, I will attempt to be of such assistance as I can offer in the pending yard modification appeal.

Very truly yours,

Mitchel J. Ezer

MJE/vb

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PASADENA, CALIFORNIA 91117

October 21, 2009

VIA FACSIMILE TRANSMISSION
(213) 680-9660 & U.S. MAIL

Ms. Nooshin Paidar
Mr. Richard Claghorn
Land Development Coordinating Center
Los Angeles County
320 W. Temple Street, 13th Floor, Room 1360
Los Angeles, CA 90012

Re: Application for Yard Modification - 520 Wenham Road, Pasadena, CA

Dear Ms. Paidar and Mr. Claghorn:

I am in receipt of your e-mail dated October 5, 2009 in which you respond to issues raised in the above-referenced matter.

In your communication, you indicated that there will be no public hearing in accordance with Section 22.60.240.B of the Zoning Code. In addition, you indicated that the "applicant has been granted an extension until November 4th to submit all documentation needed for the appeal hearing before the Regional Planning Commission."

I submit that your reliance on the above-referenced Zoning Code is being misapplied in this case for two primary reasons.

First, the underlying "yard modification" seeks the approval of a variance for the violation of the zoning code requiring a five foot offset for construction of occupied structures from the boundary line. Such a variance, in and of itself, required an application and a public hearing. [Reference Zoning Code 22.56.320]. It would be a complete contravention of the purpose of the Zoning Codes to allow a property owner to circumvent the proper procedural review, including a public hearing, by submitting the request for a variance after-the-fact and by calling the request a different name. Moreover, the within-referenced case involves matters of public safety which have a significant impact on neighbors to this property.

Second, Section 22.60.240 C of the Zoning Code states in pertinent part that "At an appeal or review hearing, the appellate body **shall consider only the same application, plans, and materials that were the subject of the original decision**." Based on this provision, it is more than curious why you have indicated that the applicant, Steve Mason, was "granted an extension until November 4th to submit all documentation needed for the appeal hearing." In fact, according to this provision, the Regional Planning Commission is only allowed to review those documents which were submitted at the time of the original application - not additional information as you so state.

To date, it appears that representatives of the Department of Regional Planning and the Department of Building and Safety are bending over backwards to promote the approval of the large addition built by Steve Mason at 520 Wenham Road. This approach is being taken despite the fact that the improvements violate numerous zoning codes and building codes which will cause irreparable harm to the property owned by Maureen Keane at 526 Wenham Road.

What is lost in the entire assessment is the fact that Mr. Mason presented fraudulent plans in order to obtain the initial approval of a structure - no part of which could have been built otherwise. The Department of Regional Planning and the Department of Building and Safety are refusing to hold Steve Mason accountable for his actions while turning a blind eye to the impact the improvements have on Ms. Keane.

It should also be noted that Mr. Richard Claghorn has apparently authorized two extensions, one from March 19th to May 19th and again to November 4th based upon a claim by Steve Mason that he was going to seek a lot line adjustment with the cooperation of Ms. Keane. Not only is this representation blatantly false but it is also ludicrous given the fact that such a lot line adjustment would then place Ms. Keane in violation of the offset requirement.

For the record, Ms. Keane has no intentions of agreeing to a lot line adjustment. Moreover, Ms. Keane again demands that the Department of Regional Planning review the history and facts of this matter and that it comply with its obligation to enforce the rules and regulations governing compliance with zoning codes and building codes.

In as much as Steve Mason is not permitted to submit any additional documentation in this matter, the appeal should be summarily denied and Steve Mason and Ms. Chim should be ordered to bring the property into compliance with the building and zoning codes that are imposed equally on all owners of property in this area.

Please provide a written confirmation of the action that the Department of Regional Planning will take in this matter in light of the above. We request that the written confirmation be provided within ten days from the date of this correspondence.

You may contact the undersigned should you have any questions.

Yours sincerely,

LAW OFFICES OF KAREN A. DAVIS

Karen A. Davis

cc: Mr. Paul Novak
Deputy to Mr. Michael Antonovich
Supervisor
Board of Supervisors

VIA FACSIMILE TRANSMISSION
(213) 974-1010 & U.S. MAIL

MEMORANDUM

TO: ~~[illegible]~~ Ms. Nooshin & Mr. Claghorn.

FROM: ~~Michael J. Ezer~~ Steven Mason, Total: 3 pages

DATE: November 2, 2009

RE: 520 Wenham Rd, Pasadena, CA 91107

520 Wenham legal rights to prescriptive easement, boundary agreement and permanent encroachment, all original Ivy and chain link fencing maintained and occupied by 520 Wenham since 1956. This was the original parcel fence dating and embedded for Subdivision in the 1956 for Champman woods ranch style home development in the county of L.A.

You purchased 520 Wenham from the Luymes family, who lived at 520 for 13 years (1993-2006). The previous owners before Luymes bought 520 new. Both the families maintained and irrigated this Southeast portion of property for over 60 years. This Easement continues with each purchase and transfer of deed of the home. The original Southeast fencing has been trespassed and removed without 520 consent by 526's owner, Ms. Maureen Keane. This has effected 520's set back and 520 are entitled to the original easement that was occupied for over 60 years and ongoing.

1. On January 2, 2007, 520 submitted plans by a professional architect, submitted and reviewed by Regional planning, and drainage. The plans were wet stamped signed and dated. 520 has building Permit at Arcadia office. 520 Wenham's building permit is: BLDG 12220027;

2. On January 12, 2007, Inspector signed off the permits for Location/Set Back, Foundation/Forms for 520 Wenham;

   520 Wenham had Exceed 5' side yard and have 17' ft corner back yard, this was clearly evident by the form boards set for cement. The Inspector said the setback requirements were proper and compliant 520' work OK to pour foundation, 520 did this in good faith and complied with all building codes to bring 520 Wenham up to 2007 standards.

3. On August 15, 2007, all per permit completed signed off by 5 building department inspectors.

4. In late September 2007, Mr. Hani Sabboubeh with 2 police officers showed up at 520 and 526 to do some research. Mr. Hani is witness to the original fence and setback.

5. On November 11, 2007 Sunday morning, 526 without notice to 520, started to prepare to remove the 60 years original Ivy fence, 520 via-fax letters notice 526's attorney 5520 did

not agree with this at all.

6. On November 26, 2007, 526 Wenham did the survey and without 520 Wenham consent. 526's attorney sent 520 letters notice 526 will "remove" the 60 years old original chain link Ivy fence and use survey line to build a new wood fence. Even demanded 520 should take out all the sprinklers which maintained the Ivy fence, grass and hedges all these years.

7. On December 3, 2007 and December 4, 2007, 526 hired Western Fence Co. Mr. J.C., trespassed 520's property and built a wood fence.

8. On December 19, 2007, 520 sent Notice to 526's attorney to ask about the original fence and location fence issue and complained 526 left a huge entrance into 520's backyard by removing 520's 6x8 oleander hedge. During this time 520 want to discuss 520's rights and even ready to sue 526 - but 526 Ms. Keane said she would not use the new survey to aggravate 520's set back. She did and we want the original fence put back or Regional Planning should give 520 yard modification due to these circumstances.

9. On May 8, 2008, Mr. Hani Sabboubeh with 2 police officers visited 520 Wenham again, I believe Mr. Sabboubeh remembered the fence line and saw it had been changed because Mr. Sabboubeh even asked 520 Ms. Chim "why allow 526 reolcate the fence?" 520 had no idea 526 will use this against us. 520's lot line was torn down and moved. In California law, 520 had a prescriptive easement; 526's actions violated the boundary agreement; and destroyed an encroachment which had become permanent over 50 years ago.

10. 520 followed the advice from Mr. M. Garcia and Mr. Hyme of planning: 520 need to file yard modification to do the lot line adjustment.

11. On September 17, 2008, 520 with 2644 San Pasqual Mr. Bradley together paid $953.00 filed yard modification. (2644 want 7' fence for his elevation and privacy). Please check yard modification receipt: #08-0008296 and 08-0008924.

12. October 15, 2008, Mr. Hani Sabboubeh invited me to building department to give me hope and knowledge to create a strong application for the yard modification. You completed his list. And Mr. Richard Claghorn with regional planning officials verbally approved the fence modification with Mr. Hani Sabboubeh.

13. On August 27, 2009, Building department denied 520's yard modification and advise 520 should open an appeal, 520 have to pay $1,352.00 to file this appeal.

As a home owner, you have done everything and processed all information correctly and are still doing your diligence and feel that the Arcadia Planning Department should take responsibility and should give a solution without pressuring 520. 520 wants a normal life.

520 Wenham consulted many real estate professionals and read the California Civil Code Section. LA building department should allow 520 to have a "Variance" or "Easement" or require permanent encroachment replaced. This has been caused by 526 illegal action. 526 Ms. Keane has trespassed and built her fence illegally and still has no title to this easement. All attorneys said regional planning should give 520 the variance or grant the yard modification.

Noise abuse:

This case has been aggrieved by 526 Ms. Keane because 520 complained about the 526 noise abuse.

You state that the day you moved into 520 Wenham, you found 526 has pool equipment beside your master bedroom (which was not disclosed when you purchased the house). The pool equipment has to run 14 hours per day during 2007, from 7:45 a.m. to 11:00 p.m. and now 8 hours per day during 2008 and 2009.

You state that this is the worst nightmare in your life.

526 Ms. Keane had applied for the permit to build the pool, but did not complete the permit process and it expired on May 18, 1998. Regional planning should check 526's pool permit, the pool equipment is located in the wrong place and did not meet 2007's standards.

In the beginning you did not know how to deal with the noise. Ms. Chim sent 2 emotional letters in the summer of 2007 complaining to 526 and also providing sound and vibration test results by Pasadena Health Department. It offended Ms. Keane. During the 2007-2009, you sincerely apologized four times to 526, and also offered to install a new pool whisper and the way Ms. Keane wanted it designed, but all offers have been refused because ~~you~~ 520 did not agree to pay 526's attorney fees.

520 has been forced to spend more than $5600.00 (1) insulating the entire master bedroom; and (2) soundproof materials; (3) 526's suggestion, a white noise machine. You did all of those trying to live a normal life.

You have been taxed on your room addition and paid many expenses to protect your property. You hope to have a solution so 520 can continue your life as it was prior to your move. You want a happy home for yourselves as a newly engaged couple. You can't even plan a wedding date due to the stress and this has been a test of your relationship to the fullest. You want to begin over so you can concentrate on your work and supporting your family.

MEMORANDUM

TO: Steve Mason

FROM: Mitchel J. Ezer

DATE: November 2, 2009

RE: 520 Wenham

---

520 Wenham has legal rights to a prescriptive easement, boundary agreement and permanent encroachment over all original Ivy and chain link fencing maintained and occupied by 520 Wenham since 1956. This was the original parcel fence dating and embedded for Subdivision in the 1956 for Champman Woods ranch style home development in the County of L.A.

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1. On January 2, 2007, 520 submitted plans by a professional architect that had been submitted and reviewed by Regional planning, and drainage. The plans were wet stamped signed and dated. 520 has building Permit at Arcadia office. 520 Wenham's building permit is: BLDG 12220027;

2. On January 12, 2007, the Inspector signed off the permits for Location/Set Back, Foundation/Forms for 520 Wenham;

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10. 520 followed the advice from Mr. M. Garcia and Mr. Hyme of planning: 520 need to file yard modification to do the lot line adjustment.

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require permanent encroachment replaced. This has been caused by 526 illegal action. 526 Ms. Keane has trespassed and built her fence illegally and still has no title to this easement. You advised that all attorneys said regional planning should give 520 the variance or grant the yard modification. I agree.

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You state that the day you moved into 520 Wenham, you found 526 had pool equipment beside your master bedroom (which was not disclosed when you purchased the house). The pool equipment had to run 14 hours per day during 2007, from 7:45 a.m. to 11:00 p.m. and now 20 hours per day during 2008 and 2009.

You state that this is the worst nightmare in your life: 520 never could make their own decisio. When could wake up, when could rest, We Lost our Human Righ

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You have been taxed on your room addition and paid many expenses to protect your property. You hope to have a solution so 520 can continue your life as it was prior to your move. You want a happy home for yourselves as a newly engaged couple. You can't even plan a wedding date due to the stress and this has been a test of your relationship to the fullest. You want to begin over so you can concentrate on your work and supporting your family.

Oct 23 2009

Dear Ms.Nooshin Paidar& Mr.Richard Claghorn:
Re: Steven Mason Nadine Chim
520 Wenham Rd.
pasadena Ca 91107

We purchased Our house (520 wenham rd pasadena CA 91107) on OCT30 2006.This house built on 1956.

520 Wenham legal rights to adverse possession,all original Ivy&chain link fencing maintaned and accupied by 520 wenham since 1956.This was the original parcel fence dating and Embeded for Subdivision in the 1956 for champman Woods Ranch Stlye home developement in the county of L.A.

We purchased 520 wenham from The Luymes family,who lived at 520 for 13 yrs(1993-2006).The previous owners before Luymes bought 520 new.Both the familys maintained and irrigated this South- East portion of property for over 60yrs.This Easement continues with each purchase and tranfer of deed of the home. The original South East fencing has been Trespass and removed without 520 conscent by 526's Ms.Maureen Keane.This has effected 520's set back and 520 are intitled to the original Easement that was occuppied for over 60 yrs and ongoing.

Start from 2007,520 been TAXED for 520's house Improvements.

On Oct 30 2009,we just contact our Home Equity Title Company and hope we could get some help and information soon.

From Nov 1 2006--to Oct 23 2009: BLOG 12220027

1.On Jan 02 2007-520 submitted plans by an professional Architect,submitted and reviewed by Regional planning,and drainage and the plans where wet stamped Signed and Dated.520 has building Permit at Arcadia office.
520 wenham's building permit # is:BLOG 12220027:

2.On Jan 12 2007,Inspector Signed Off the permits for Location/Set Back,Foundation /Forms for 520 wenham:

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10.520 followed the advice from Mr.M Garcia and Mr.Hyme the palnning:520 need to file yard modification to do the lot line adjustment.

On Sept 17 2008,520 with 2644 San pasqual Mr.Bradley together paid $953.00 filed yard modification.(2644 want 7'fence for his elevation and privacy,ps check his hardship letter.)
Please check yard modification receipt:
#08-0008296 and 08-0008924.

11.Oct 15 2008,Mr.Hani Sabboubeh invited me to building department to give me hope and knowledge to created a strong application for the yard modification ,I(steven) have complete his list.And Mr.Richard Claghorn with regional planning officials Verbally approve the fence modification with Mr.Hani Sabboube.

12.On Aug 27 2009,Building department denied 520' s yard modification,and advise 520 should open a appeal,520 have to paid $1,352.00 to file this appeal.

I feel as a home owner,I have done everthing and processed all information correctly and I am still doing my diligents and feel that the Arcadia planning department should take responsibility and should give a solution without pressure 520 to wenham.520 wants a normal life.

520 wenham consult many Real Estate professionals,please also read the Cal.Civ.Code Section,LA building department should allow 520 the have "Variance" or "Easement" or "Adverse Possession" since this cause by 526 illegal action:
526 Ms.Keane has trespassed and built her fence illegally and still has NO TITLE of this easement.
All attorneys said regional planning should give 520 the Variance or Grant the yard modification.

Noise Abuse:
This case has been aggrieved by 526 Ms.Keane : because 520 complained about the 526' noise abuse:

The day we move in 520 wenham, we found 526 has a pool equiptment beside of 520's master bedroom(this was not been disclosed when we purchased the house),the pool equiptment has to run 14hr/day during 2007(745am-11pm)and now 11hrs/day during 2008&2009(8am-6pm).
So many Midnight 520 had to call police officer come over request 526 trun off her pool pump so we could rest.Since we move in 520,we never could decide our own rest time anymore.(we have the police memo records and officers business cards).

It is the Worst Nightmare in our life.

526 Ms.Keane had the permit build the pool,but 526 didn't complete the permit and been EXPIRED on May 18 1998. Regional planning should check 526's pool permit (ps check the 526 pool permit copy),the pool equitment located wrong place didn't meet 2007's standard.(ps check the pool pump pics)

In the beginning we didn't know how to deal with the noise:Ms.Chim sent 2 emotional letters in the summer of 2007 complained 526 and also provide sound & vibartion test by Pasadena Health Department(ps check the records,the noise over line,),it offened 526 Ms.Keane .During the 2007 - 2009,Ms.Chim sincerely Appologized 4 times to 526,also offer FREE Brand New pool whisper including free install and the way 526 Ms.Keane want to design,but all offer been refused because 520 don't agree pay 526's attorney fee.

520 been force to spend more than $5600.00 :1)Insulation the whole master bedroom,2)Soundproof materials 3)526 Ms.Keane's SUGGETION-A white noise machine.(we have the letter she wrote to us)
520 like to invite any county of officials come to our house experience the Noise:520 never could make their own decision when to sleep anymore,when you live in this kind of life,then you know how CRUEL it is.

All we did,just try to live a normal life we deserve.We are very quiet and sensitive family.

---

520 have been Taxed on our room addition and payed many expences to protect our property.I hope to have a solution so 520 can continue our life as it was prior to this move.This was to be ahappy home for anew engaged couple :we can't even plan awedding date do to the stress and this has tested our relationship to the fulliest. Hopefully new beginnings so I can cocentrate on work and supporting my family.

P.s:All proofs will provide during the appeal.

Sincerely Respectfully

Steven Mason & Nadine Chim

For 520 Wenham Rd, Pasadena, CA91107 , the boundary line with 526 Wenham Rd

I, The undersigned, say:

My name is Marlene Evans and I am percipient

witness to the following facts: There was a fence on the southeast portion of the property when Steve Mason purchased the property of 520 Wenham Rd in October 2006. (Detail regarding the setback before the boundary Ivy fence was torn

down)

The foregoing facts are within my personal

knowledge, I therefore can testify competently thereto.

I declare under penalty of perjury that the

foregoing is true and correct.

Executed on October 26 2009 at ~~Pasadena~~ San Marino,

California

MARLENE EVANS, CRS, GRI
Broker Associate, DRE# 00853755
Assistant Manager, Executive Sales Director

(626) 685-4070 DIRECT LINE
(626) 674-9730 CELL
(626) 568-9507 FAX
mevans@coldwellbanker.com

Marlene Evans 10-26-09
Print name Date

Marlene Evans
Signature

COLDWELL BANKER
RESIDENTIAL BROKERAGE

2065 Huntington Drive
San Marino, CA 91108

www.camoves.com

Owned And Operated By NRT LLC.

For 520 Wenham Rd, Pasadena, CA91107 , the boundary line with 526 Wenham Rd

I, The undersigned, say:

My name is JC Wilcox and I am percipient witness to the following facts: I SAW The EAST So/EAST Fence Dec. 3 2007 (Detail regarding the setback before the boundary Ivy fence was torn down)

The foregoing facts are within my personal knowledge, I therefore can testify competently thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/27/09 2009 at Pasadena, California

JC Wilcox 10/27/09

Print name Date

Signature

WESTERN FENCE CO.
Lic.# 816532 since 1967
CHAIN LINK • WOOD • VINYL FENCES
ORNAMENTAL IRON • AUTOMATIC GATES

2652 N. FAIR OAKS
ALTADENA, CA 91001
(626) 791-6934
FAX (626) 794-2707
JC@WESTERNFENCEINC.COM

J.C. WILCOX

For 520 Wenham Rd, Pasadena, CA91107 , the boundary line with 526 Wenham Rd

I, The undersigned, say:

My name is Abel Lepe and I am percipient witness to the following facts: There was Ivy fence ~~when~~ I work at 520 ~~when~~ On March. 2007. (Detail regarding the setback before the boundary Ivy fence was torn down)

The foregoing facts are within my personal knowledge, I therefore can testify competently thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 10-7-09 2009 at Pasadena, California

Abel Lepe 10-7-09
Print name Date

Abel Lepe
Signature

626-353 8109

NOV.26.2007 — Ms. Karen Davis's Letter

For 520 Wenham Rd, Pasadena, CA91107 , the boundary line with 526 Wenham Rd

I, The undersigned, say:

My name is Brad Hanson and I am percipient witness to the following facts: There was an existing fence between 526 and 520 Wenham South East Corner fence when I bought my house in 1993 (Detail regarding the setback before the boundary Ivy fence was until Dec 2007 torn down.)

The foregoing facts are within my personal knowledge, I therefore can testify competently thereto.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 2 2009 at Pasadena, California

FRANKLIN TEMPLETON INSTITUTIONAL

Securities offered through Franklin Templeton Financial Services Corp

Brad Hanson
Senior Vice President
National Director of Sales
Institutional and Wealth Management Consultant Division
One Franklin Parkway
San Mateo, CA 94403-1906
tel (800) 822-8464 ext. 22093
fax (650) 312-6763
email bhanson@frk.com
franklintempleton.com

Bradley Hanson 11-2-09
Print name Date

Bradley Hanson
Signature

2644 San Pasqual St
Pasadena, CA 91107

DATE: 1-2-07
ADDRESS: 520 Wenham Rd, Pasadena

125 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	1-12-2007	[illegible]
B2	Soils Engineer		
B3	Foundation/Forms	1-12-2007	[illegible]
B4	Retaining Walls		
B5	Masonry Walls		
B6	Bolts/Hld Dwns/Strps		
B7	Floor Slab & Steel		
B8	Raised Floor Framing	1/16/07	[illegible]
B9	Underfloor Insulation	1/23/07	[illegible]
B10	1st Floor Sheathing	1/29/07	[illegible]
B11	2nd Flr Frame/Sheath		
B12	Window Replacement		
* B13	Roof Sheathing	1/16/07	[illegible]
B14	Masonry/Mfg Fireplace		
* B15	Roof Covering ADDITION	1-26-07	[illegible]
B16	Frame/Bracing	2/7/7	[illegible]
B17	Insulat/Weather Strip	2-2-07	[illegible]
	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	SHEAR	2-2-07	[illegible]
B28	(Address posted) Enter Building Final Below		
	Electrical Inspections and Approvals		
E1	Temporary Power		
E2	Service/Ground ☐ Location ☐ UFER ☐ Water Ground ☐ Driven Rod		
E3	Underground Elect		
E4	Outlets		
E5	Rough Conduit		
E6	Rough Wiring	1-29-07	[illegible]
E7	Dist Panel(s)		
E8	Rough Electrical		
E9	Smoke Detectors		
E10	Svr Ground Fault Test		
E11	Service Panel	1/16/07	[illegible]
E12			
E13	Electrical Final	8/15/07	[illegible]

NO.	INSPECTION	DATE	INSPECTOR
	Mechanical Inspections and Approvals		
M1	FAU/Wall Furnace		
M2	Exhaust Vent		
M3	Combustion Air		
M4	Duct Work	1-29-07	[illegible]
M5	Rough Mechanical		
M6	AC/Compressor		
M7	Thermostat		
M8	Fire Dampers		
M9	Smoke Detectors		
M10	Commercial Hood		
M11	Boiler		
M12			
M13	Mechanical Final	9/15/07	[illegible]
	Plumbing Inspections and Approvals		
P1	Water Service	1/16/07	[illegible]
P2	Under Floor/Slab		
P3	Shower Pan	1/16/07	[illegible]
P4	Water Lines		
P5	Rough Gas Piping	1/29/07	[illegible]
P6	Rough Plumbing		
P7	Sewer (Public/Private)		
P8	Backflow Preventer		
P9	Water Heater		
P10	Lawn Sprinkler		
P11	Roof Drains		
P12	Gas (Test/Final)	[illegible]	
P13	Shower Catch	2-16-07	M.F.(R.P.)
P14	Plumbing Final	8/15/07	[illegible]
	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 Dedica/Impr		
A10	REROOF	1-29-07	[illegible]
B28	BUILDING FINAL	8/15/07	[illegible]
	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.

20-0015 DPW Rev 9/00

TEL: (626) 449-1362
FAX: (626) 796-1555

LAW OFFICES OF
KAREN A. DAVIS
THE ELEVEN-TWENTY-TWO BUILDING
1122 EAST GREEN STREET
PASADENA, CA 91106

P.O. BOX 5092
PASADENA, CALIFORNIA 91117

November 26, 2007

Mr. Steven Mason
Ms. Nadine Chim
520 Wenham Road
Pasadena, CA 91107-5224

Re: Boundary line and noise dispute between 526 Wenham and 520 Wenham

Dear Mr. Mason and Ms. Chim:

The purpose of this correspondence is to confirm my conversation with Steve Mason on November 19th regarding the date in which Maureen Keane intends to install the fence along her north-facing boundary line and her east-facing boundary line along her driveway.

As mentioned, the fencing contractors will commence work on December 3, 2007 and expect to be complete the job by December 4th. As you are aware, your irrigation system, which runs along the east-side of Ms. Keane's driveway is located on her property. We ask that you arrange to move the irrigation system on to your property before December 3rd. The irrigation system cannot remain on Ms. Keane's property since the wood fence posts will be installed on or in front of the existing water lines. We also ask the you move the three berry bushes that you transferred to the south-west corner of the lot and the plants that are in the wood boxes located along the driveway on to your property before December 3rd.

The installation of the fence along the boundary line between your property and Ms. Keane's property will be completed much more quickly if the fencing contractor is allowed access through your south-side gate. Please let me know if you have any objection to the fencing contractor entering on to your property on December 3rd and 4th in order to pour the concrete fence post footings and to install the wood fence.

Thank you for your consideration. Please call me if you have any questions.

Yours sincerely,

LAW OFFICES OF KAREN A. DAVIS

Karen A. Davis

www.
OC
org/LOC forms/2-390.11

TEL: (626) 449-1362
FAX: (626) 796-1555

LAW OFFICES OF
KAREN A. DAVIS
THE ELEVEN-TWENTY-TWO BUILDING
1122 EAST GREEN STREET
PASADENA, CA 91106

P.O. BOX 5092
PASADENA, CALIFORNIA 91117

November 28, 2007

Mr. Steven Mason
Ms. Nadine Chim
520 Wenham Road
Pasadena, CA 91107-5224

Re: Boundary line and noise dispute between 526 Wenham and 520 Wenham

Dear Mr. Mason and Ms. Chim:

The purpose of this correspondence is to memorialize my conversation with Steven Mason on November 27th. On this date, Mr. Mason contacted me to inquire whether our client, Maureen Keane, would consider his proposal to plant certain trees along the side of her driveway with the understanding that he would water and maintain the trees.

Pursuant to my advice, Ms. Keane will not agree to allow Mr. Mason to plant his trees on her property. Ms. Keane intends to proceed with the installation of her fence along the actual boundary line east of her driveway hardscape as well as along the north-side boundary line of her property.

We again ask that you make arrangements to move the trees on to your property and to remove the portion of your irrigation system, which encroaches on her property, before December 3rd.

Thank you for your cooperation. Please contact the undersigned if you have any questions.

Yours sincerely,

LAW OFFICES OF KAREN A. DAVIS

Karen A. Davis

296-1555

Nov 11 2007/520 wenham rd pasadena ca91107

Dear Ms.Davis & Mr.Mckay:

[redacted] is not right thing to do,but I didn't give Ms.keane a

hard time,try to work things out easy way.Here I want to make a note for the further issue.

Steven had a conversation with Ms.Keane 230pm on Nov1107,she said her part of the new fence

will be only 2 foot tall,we don't mind whatever her decision about her own property but

please also know that :2 foot is not safe and private enough.

we spoke to Ms.keane about removing the old hedges very soon from our side.

We encourage Ms.keane feel free build something she feel secure with.

520 wenham very happy about the new change from 526,like to corporative,hope to have better

enviroment to live with.

Thanks for regarding this letter

Sincerely
Steven Mason & Nadine Chim

PAP 7961551

11-30-07

Dear Ms Davis and Mr Mckay:

Before your letters came ,520 wenham already decide to plant everything on our own property,so No worry about the conversations.

About the noise from Ms.Keane side,we talked to previous owner Mrs Jones,they've been try correct it too,but felt helpless,just want let Ms.keane knows,every life have their feelings,not only she does.We are not pefect but at least we are not trying to bother other people's life.

On Dec 3 or any day,please inform Ms.keane :I DO NOT want any workers on my property(we will do the same),we have visitors during the time , any inconvienice please understand.

Happy holidays and Thank you for everything

[redacted]

Sincerely

Nadine/chim

Sept14 2008 — ~~Sept~~ Sept 17 . 2008

Bradley Hanson
2644 san pasqual,Pasadena ca91107 Tel:(626) 449-7548

To:Mr.Hani Sabboubeh
Senior Refional Planning Assistant
320 W Temple St
LA Ca90012 Tel:(213)974-6483 Fax:(213)217-5108

ATTN:REF#08-0012654/EF072719

Regarding:6 foot Maximum height permited-22.48.160

Fence hieght North and South property line good neighbor fence,2644 Sanpasqual and 520 Wenham road:

Elevation 2' lower 2644,520 elevation is higher,we at 2644 like our privacy and want to maintain this Height ,We agree and request to keep this Elevation for future privacy and comfort and it would be a finacial hardship for 2644 Sanpasqual and 520 wenham road to Alter this project because of the cost and maintance that has already been spent.

I ,the Owner of the subjuct property ,have read,understand and consent to the submission of the application.

5331 003 007 07000
APN Number

2644 San Pasqual St. Pasadena
Address

Bradley Hanson 9-17-08
Signature Date

County of Los Angeles

PAYMENT RECEIPT

PERMIT: RPP T200801286

RECEIPT NUMBER: 08-0008296

APN: 5331003005
PROJECT NO: R2008-01777
PROJECT NAME:
SCOPE: PLOT PLAN REVIEW OTHER
SITE ADDRESS: 520 WENHAM RD
COMMUNITY: EAST PASADENA
LOCATION:

APPLICANT: MASON,STEVEN AND
ADDRESS: CHIM,NADINE, 520 WENHAM RD
CITY/STATE/ZIP: PASADENA, CA 911070000
PAYER: NADINE CHIM
ADDRESS: 520 WENHAM RD
CITY/STATE/ZIP: PASADENA, CA 91107
PHONE: 626-200-8701

Fee Code	Description	Account	Units	Amt Due	Amt Paid	Balance Due
RFPPYRDMOD	SITE PLAN REVIEW (PP), YARD MODIFICATION	8351		$953.00	$476.50	$0.00
			Totals:	$953.00		$0.00

Payment Code	Description	Charge Account	Reference #	Cashier	Date paid	Amount
CHECK	CHECK		103	Jaime Cuevas	09/17/2008	$476.50

Tendered: $476.50
Change: $0.00
Balance Due: $0.00

Payment Comments

To: Ms, Nooshin
Total: (8 pages).

Trespass, Adverse Possession and Prescriptive Easements

Ted H Lolymes
before owner of 520 Wenham

Man, like a tree in the cleft of a rock, gradually shapes his roots to his surroundings, and when the roots have grown to a certain size, can't be displaced without cutting at his life. **-- Justice Oliver Wendell Holmes**

People have the right to keep unwanted intruders off their property. They do this all the time, sometimes with fences or with signs, sometimes just by asking trespassers to please stay away. In cases of serious, repeated annoyance or threatened harm, landowners can call the police. They will usually warn the person to stay away and, if necessary, make an arrest. Trespass is a minor criminal offense, and someone convicted of criminal trespass can be fined and jailed. Another kind of trespass is more permanent: using another's property as an owner would use it. If someone drives across a neighbor's land every day, it is a trespass unless the owner has granted permission or the driver has a legal right, called an easement, to use that part of the neighbor's property (see "Easements," below.) The other neighbor who just put up a fence two feet over the boundary line is trespassing, as is the one whose garage has been in the wrong place on the neighbor's property for several years. These trespassers can also be asked to leave or warned away. But there's a chance that any of them may in fact have a legal claim to the property.

ADVERSE POSSESSION

Many landowners are surprised to learn that under certain circumstances, a trespasser can come onto land, occupy it and gain legal ownership of it. The trespasser may acquire a few feet of property or whole acres in this way. If someone is using your property, even a small strip on the edge, you should be alert to the risk. A trespasser may also gain a legal right to use part of someone else's property; this is called a prescriptive easement. (See "Easements," below.) The legal doctrine that allows trespassers to become owners is called "adverse possession." Although the name sounds nasty (and the results can be), the trespasser is not necessarily an intentional evildoer--far from it. The trespasser may simply have made a mistake--relying on a faulty property description in a deed, for example. In rural areas, the person who moves in and occupies several acres may believe he owned it, having purchased it from a scoundrel who sold someone else part of the Brooklyn Bridge. Questions about ownership often wind up in court after an absent owner of rural property discovers that someone is living on his land or, when a piece of urban property is sold, a title insurance company refuses to issue insurance because the neighbor's garage is found to be standing squarely on the property. If the people involved can't work something out, the property owner may sue the trespasser, or the trespasser may bring a lawsuit to quiet title--a request for the court to settle who owns what.

REQUIREMENTS FOR OBTAINING LAND BY ADVERSE POSSESSION

A trespasser is entitled to legal ownership of property if his occupation of the property is hostile, actual, open and notorious, exclusive and continuous for a period of years set by state statute. (We explain each of these terms below.) Some states, such as California, also require the trespasser to have paid the local property taxes on the land.(1) The time required, which varies from state to state, is usually twenty years. It can be as short as five years when the trespasser pays the property taxes.

HOSTILE CLAIM The word "hostile" does not mean that the trespasser barricades himself on the land with a shotgun. Most courts follow one of two legal definitions of hostile. One is called the "Maine rule" and requires that the person be aware that he is trespassing.(2) For example, a man in Nebraska, a state which follows this rule, gained ownership of the neighboring eight acres by using them for years. He knew the property was not his, and a court characterized his action as hostile.(3) The other popular definition, the "Connecticut rule," defines hostile simply as occupation of the land.(4) The trespasser doesn't have to know that the land belongs to someone else. The Connecticut rule, kinder to the innocent trespasser, is followed by most states today.(5) Example: Jesse isn't sure where his property line is, but he thinks an old fence marks the boundary. When he builds his new garage, he builds up to the fence line, which is actually ten feet over on his neighbor's property. Under the Connecticut rule, Jesse's intention doesn't matter, and his occupation is hostile even though he thinks he is on his own land. A few states follow a third rule, which is directly opposite the Maine rule of requiring intentional trespass. The trespasser must be completely innocent and must have made a good faith mistake, such as relying on an invalid or incorrect deed. For example, in Iowa, which follows this good faith rule, a woman attempted to claim a strip of her neighbor's land by adverse possession. The court denied her claim because she knew it was not her property, even though she had treated the property as her own for thirty years.(6) The chart below lists how each state has interpreted the requirement of hostile claim.

STATE LAW ON HOSTILE CLAIMS MUST INTEND TO TAKE THE LAND Arkansas Maine Michigan Missouri Montana Nevada South Carolina Texas Virginia Vermont Wyoming MUST BELIEVE LAND IS OWN Georgia Iowa Louisiana -- Possession alone has shown hostility in all other states. *Note: These requirements are defined in court opinions by judges. They can change overnight with a new court decision. If you are affected by an adverse possession situation, see a local lawyer to rely on the most recent court cases.*

ACTUAL, OPEN AND NOTORIOUS POSSESSION The trespasser must actually be in possession of the property and treat it as if he were an owner. This means there must be a physical presence on the land. It's not enough for someone just to make a claim, orally or in writing, of ownership. The words "open and notorious" simply mean that it must be obvious to anyone, including an owner who investigates, that a trespasser is on the land. Actual (physical) possession is usually open and notorious. Someone out in the field harvesting crops is obvious, as is a person pruning the rose garden that she planted on a strip of the neighbor's back yard. Similarly, a neighbor who just put a fence up slightly on the next-door property is obvious. So is the one who just poured a concrete driveway two feet over the boundary line. The point of this requirement is to let the owner know someone is occupying the land, so something can be done about it. An owner who allows someone to trespass for years without giving permission, complaining or taking action, the theory goes, loses the rights to the land. (54(5).

EXCLUSIVE AND CONTINUOUS POSSESSION The trespasser must possess the land exclusively and without interruption for the statutory time period. You can find how many years are required in your state from the chart below. A trespasser can't give up the use of the property in such a way that he no longer acts as an owner, and then return to it and count the time that it was abandoned - that wouldn't be continuous possession for the whole time. The person trespassing must be the only one occupying the property - he can't share possession with strangers or the owner. (By contrast, a trespasser can gain the right to use a certain part of another's property, a prescriptive easement, even if possession or use is shared with others. See "Easements," below.) If one person uses the property for a while and leaves, and another shows up for a while, the times can't be combined - the possession hasn't been exclusive by one person. If, however, the trespasser actually sells or gives the property to someone else, the recipient becomes the adverse possessor and the years that the first trespasser spent

occupying the land count for the new one's claim. This is called "tacking." When one trespasser passes the land to the next, then that person's claim is tacked on to the previous one. Example: Joe occupied part of someone else's land for ten years. He then sold his land (including the part that was not legally his) to Adam, who stayed for ten years. If his state's adverse possession statute requires twenty years of occupancy, Adam has met the twenty-year requirement through tacking. On the other hand, if Joe stopped trespassing before Adam bought the property and started his own trespassing, the ten years of Joe's trespass don't count for Adam.

PAYMENT OF PROPERTY TAXES Some states require the trespasser to have paid the taxes on the property for the statutory time period. If all the other requirements are met except the tax payment, a court will usually grant a prescriptive easement to use the property to the trespasser, instead of ownership through adverse possession. (See "Easements," below).

WHAT CAN THE OWNER DO? A landowner who doesn't keep an eye on his property can lose it. Nobody should allow the boundaries to be redrawn by inattention and inaction -- in a city, a loss of even twenty feet could be devastating to a property investment. If you become seriously concerned that someone has a possible claim to your land, check the local property tax records to see if anyone has made tax payments for the property. Paying taxes always bolsters an adverse possession claim, even when it is not required for a successful claim. **There are several steps an owner can take to prevent a trespasser from gaining a legal claim to the ownership.**

POST SIGNS AND BLOCK ENTRY Some people put up "Posted" or "No Trespassing" signs to keep people off their properties. Signs can alert a trespasser that the land belongs to someone else, but are not protection against adverse possession unless state law requires the trespasser to believe that he is on his own land to make a claim (see "Hostile Claim," above). Signs are never a substitute for periodic inspection of the property. It is easy to imagine someone tacking up a few signs and returning 25 years later -- or never, a new buyer returning instead. By that time, the signs are long gone and a neighbor may have shifted over onto the land. Signs that don't tell trespassers to stay off, but instead grant permission to use the property may actually protect an owner from losing a property interest to the public as a whole (see "Easements," below). Locked gates at entry points to the property when the land is enclosed, or across an access that is being used, will stop most trespassers. But you should routinely check to be sure someone is not ignoring them, or worse, removing them.

GIVE WRITTEN PERMISSION One effective way to thwart a possible claim is by giving permission to use your land. If Norma is out planting a garden in your backyard, treating it as her own land, step over and say "Hello, you are on my property by a few feet, but that's okay." You don't have to throw her off your property; simply claim it. Then put the permission in writing and obtain an acknowledgment from Norma. The chain has been broken. She can tend that garden for forty years and still never acquire a legal claim to your property if she has your permission. An example of written permission is shown below.

Agreement Granting Permission to Use Property

I, Frank Feldman, owner of the property located at 356 Hill Drive, Sunset, California, give my permission to Norma Neal to plant and tend a garden located on a five-foot strip of my property bordering the west side of the property line. I reserve the right to revoke this permission at any time.

_____ _____

Frank Feldman date

I, Norma Neal, acknowledge that my use of this strip of land belonging to Frank Feldman is by

permission only, and that the permission may be revoked at any time.

_____ _____

Norma Neal date

This type of agreement can be used to grant permission for parking, using a shortcut across property or even growing crops. It not only can defeat adverse possession claims, but also a claim to an easement across your property (see "Easements," below). When you use such a written permission, be absolutely sure that the portion of your land being used is described in enough detail so that it is easily identifiable. If your neighbor is upset or insulted by the idea of a written permission, show her this book. Explain that while you have no objection to her use of your land, you must protect your interest for later years. If the neighbor refuses to acknowledge the permissive use, you are then on the alert of a possible claim that is adverse to your interest, and you should take steps to prevent further use of your property.

OFFER TO RENT THE PROPERTY TO THE TRESPASSER If someone wants to remain on your property, you can always offer to rent it to them. In fact, the presentation of a rental agreement can be very effective in getting some trespassers to immediately leave on their own.

CALL THE POLICE If someone refuses to acknowledge a permission, and ignores your requests to stay off your property, you can call the police or notify the sheriff and have the person removed or arrested. When the trespasser is a next-door neighbor, you may be understandably reluctant to bring in the police. But sometimes it is necessary to protect your property.

HIRE A LAWYER Any time it appears that a trespasser may be entertaining the idea of claiming your property under an adverse possession theory, see a lawyer. You may need to file a lawsuit to eject the trespasser from the land. Or you may want to ask a court to order a structure removed or a person to stay away. You must act before the trespasser has been on your land long enough, under your state's law, to make a successful adverse possession claim.

(1) Cal. Civ. Proc. Code Section 749.

(2) Preble v. Maine Cent. R.R., 85 Me. 260, 27 A. 149 (1893).

(3) Pettis v. Lozier, 205 Neb. 802, 290 N.W.2d 215 (1980).

(4) French v. Pierce, 8 Conn. 439 (1831).

(5) Helmholz, Adverse Possession and Subjective Intent, 61 Wash. U.L.Q. 331, at 339 (1983).

(6) Carpenter v. Ruperto, 315 N.W.2d 782 (Iowa 1982).

EASEMENTS An easement is a legal right to use someone else's land for a particular purpose. For example, the municipal water company may have an easement to run water pipes under your property. Your name is on the deed (you're the title holder) and you still own the property, but the water company has the right to use a part of it, for its pipes. Easements are sometimes in writing and referred to in property deeds or title papers prepared by a title insurance company or attorney. Easements are part and parcel of the land they affect. They don't change when the property changes hands. Subsequent owners are obliged to let whoever owns the easement use the property. Whoever owns the property may not interfere with the purpose of a legal easement. If, for example, the electric company has wires strung across its right of way, you cannot take them down or block their path. A

property owner who does interfere with an easement can be liable to the easement owner for any damage he causes. For example, the city of New York was found liable for damage caused to privately owned water pipes which were located on city property under the terms of an easement. The damage was caused by oak trees that the city had planted. When the pipes broke and the property owner sued, the court said the city should have known that roots from oak trees would cause damage, and held it liable.(7)

UTILITY EASEMENTS Probably the most common kind of easement is the one that has been given in writing to a utility company or a city. Utility easements are sometimes described in a property deed or certificate of title as "those certain utility easements as set out and shown on the map and plat of record in such-and-such a book on page something-or-other." The existence of these easements doesn't have much day-to-day effect. You can plant on the property, live on it, even build on it, as long as you don't interfere with the utility's use of the easement. When an easement is underground--for instance, a water pipe easement (and increasingly, electric and phone line easements)-- the land above it may be used. But again, you may not interfere with the purpose of the underground easement. An example of interference would be placing too much weight on the property if pipes are not built to withstand it. A man in Los Angeles, for instance, found himself having to spend an extra $32,000 when he erected a heavy building over a sewer. The building had to be designed so that the weight straddled the easement.(8) Utility companies rarely bother property owners. If an occasional nightmare comes along, such as the property dug up for underground repair, the work is usually done with care. And if a utility company comes in and harms your property unnecessarily, you may be able to sue the company if it won't pay for the damages. The existence of utility easements across your property (and your neighbor's) can sometimes even be an advantage. For example, when trees are encroaching on power lines or are diseased, the utility company or city is usually quite helpful, trimming and removing dangerous branches. (See Chapter 4). If you want to know where these easements are located on your property, call the utility company. Or you can go to the county land records office or city hall and ask a clerk to show you a map of the easement locations. A survey of the property will also show the location of utility easements.

OTHER WRITTEN EASEMENTS In addition to utility easements, property may be subject to another kind of written easement, an easement that an owner sells to someone else for use as a path or driveway or for sewer or solar access, for example. Private easements across another's property are not uncommon, but they are easily overlooked. If you see an easement mentioned in your deed or title certificate and assume it is a utility company easement, you could be wrong. Especially in hillside communities, where the fall angle (degree of slant or fall) can be essential for water pipes, private sewer easements are often sold when the uphill house is being built, so the pipe from the house to the street can slant properly--sometimes right under your property.

===== SIDE BAR--WATCH OUT FOR PRIVATE EASEMENTS The time to find out exactly what easements a property is subject to is before you buy. When some very good friends of ours bought a house, the title papers referred to what they thought were the usual utility easements. But years later, when the neighbor's sewer pipe backed up, it was discovered that the pipe causing the problem ran directly across our friends' property, about eight feet from their front door. Our friends took their documents to the courthouse, where a clerk helped them look up their easements. There in the land records was a private easement, exactly where the pipe ran. The original owner (four owners back) had sold the easement to a previous owner of the neighboring house. None of the current owners had known of it. The plumbers found, after digging up both yards and the driveway with a backhoe, that the neighbor's pipe was substandard and had been crushed by roots from a large tree belonging to our friends. Luckily, the neighbor's liability insurance paid for replacing the pipe, the yard and the driveway. If the pipe had not been substandard and our friends' tree had been the sole cause

of the damage, they might have been liable for the whole mess because they had interfered with the easement. ======= If your title contains private easements, you should get copies of the actual easement documents. You need to know where the easements are and what uses they allow. If you are unaware of the terms of a private easement, you could unknowingly interfere with the easement rights and be liable for damage. If a solar access easement has been sold to a neighbor, you may find that you are severely limited in what you can build or grow on your property, because you can't block sunlight from the neighbor's solar collectors. Any private easement referred to in your property papers should have a reference number, such as a book and page number. Your county clerk can help you locate it in the public records and obtain a copy to keep with your deed.

EASEMENTS BY NECESSITY Even if it isn't written down, a legal easement usually exists if it's absolutely necessary to cross someone's land for a legitimate purpose. The law grants people a right of access to their homes, for example. So if the only access to a piece of land is by crossing through a neighbor's property, the law recognizes an easement allowing access over the neighbor's land. This is called an "easement by necessity." When land is subject to such an easement, the landowner may not interfere with the neighbor's legal right. It's easy for a dispute to arise between neighbors when someone buys property without knowing about this kind of easement across it. For example, a new owner may discover that the neighbor is using his private drive for access to her own property. The new buyer puts up a locked gate and soon finds himself in court. If you find yourself in such a dispute, either as the neighbor with the private drive or the one who needs it, and you can't work out some sort of agreement between you, see a local property lawyer. In fact, if you become embroiled in any escalating easement problem that appears to be headed for the courthouse, consult a local attorney who has experience with real estate problems. The doctrines of unwritten easements that are created by people's actions and certain circumstances can be very complicated. The laws vary slightly from state to state, and you may need more tailor-made advice than can be given here.

EASEMENTS ACQUIRED BY USE OF PROPERTY Someone can acquire an easement over another's land for a particular purpose if he uses the land hostilely, openly, and continuously for a set period of time. These terms are explained in "Requirements for Obtaining Land by Adverse Possession," above. The length of use required varies from state to state and is often the same--ten or twenty years-- as that for adverse possession (acquiring ownership of land by occupying it). An easement acquired in this way is called a "prescriptive easement."

COMPARING PRESCRIPTIVE EASEMENTS AND ADVERSE POSSESSION Depending on the circumstances and on state law, someone who uses another's property may eventually gain ownership of the property (by adverse possession) or gain the right to use part of the proprety for a particular purpose (prescriptive easement). To gain ownership of someone else's land, a trespasser must occupy it hostilely, openly, exclusively and continuously for a certain period of time set by state law. Some states require that the trespasser also pay the property taxes on the land during the period. The requirements are much the same for a prescriptive easement: For instance, if the trespasser abandons the use for several years and then goes back to it, the element of continuity is missing, and no easement will have been created. If a prescriptive easement is challenged in court, and one of the elements is missing, there is no easement. But there are also important differences. First, payment of property taxes is never necessary for a successful prescriptive easement claim. In states that require the payment of property taxes to obtain ownership by a trespasser, courts will grant the trespasser a prescriptive easement, but not ownership, when all requirements have been met except paying the taxes. Also, to acquire a prescriptive easement a trespasser does not need to be the only one using the land. A trespasser can gain the easement when others are also using the property--even the owner. It follows that more than one person can acquire a prescriptive easement in the same portion of land. Example: One of the most common ways in which several neighbors gain a prescriptive easement is

by using a driveway or road on another's land for many years without being challenged by the owner. This was the result in a Washington state case when neighbors treated a driveway as their own for 40 years, finally expanding it into a road. When the owner tried to reclaim the area, the court ruled in favor of the neighbors-- they had established a legal right to the road by prescriptive easement.(9) Courts sometimes appear more willing to grant a prescriptive easement than actual ownership (through adverse possession) to a trespasser. The results are far less drastic for the owner. The easement does not take away the ownership of the property; it only requires the owner to allow the particular use of the property by somebody else.

ESTABLISHING A PRESCRIPTIVE EASEMENT Typically, a prescriptive easement is created when someone uses land for access, such as a driveway or beach path or shortcut. But many times, a neighbor has simply begun using a part of the adjoining property. He may have farmed it or even have built on it. After the time requirement is met, the trespasser gains a legal right to use the property. When the trespassing is done by the public, a public right to use property can be created. It is often called an "implied dedication" instead of a prescriptive easement. A public dedication is often created if an owner allows the city or county to make improvements or maintain a portion of his land.(10) For example, the owner of beachfront property may let the county pave her private drive, which is used by many people for access to the beach. The public would then gain a right to use the drive. When disputes over prescriptive easements find their way into court, judges vary on what kind of use of someone's property justifies creation of an easement. Some courts find that simply using a strip of land regularly for a shortcut is enough for a prescriptive easement. But some are very reluctant to grant rights on someone else's land and require the use to be substantial. Example: In a lawsuit over a garage built partly on a neighbor's land in Indiana, a court gave the garage owner a prescriptive easement allowing him to use the three feet of garage on the neighbor's property. But it denied one for the grass and strip beside it, even though the trespasser had mowed it and treated it as his own for over forty years.(11) The building of a structure, in this case the garage, was a substantial enough use to create a prescriptive easement, but just mowing the strip of grass was not.

BLOCKING ACQUISITION OF A PRESCRIPTIVE EASEMENT Methods of removing intruders from property are discussed above. But if you don't mind someone using part of your property, the simplest way to prevent a prescriptive easement is to grant the person permission to use the property. Permission of the owner to use property cancels a trespasser's claim to a prescriptive easement. If your neighbor is parking his car on a small strip of your property and you give him permission to do so, he is no longer a trespasser, and he can't try to claim an easement by prescription. Giving permission to a current user also prevents neighbors who move in later from claiming they have inherited a prescriptive easement. Sometimes, your permission can even be implied. For example, if you allow a neighbor to use your property because you are on friendly terms, your implied permission is called "neighborly accommodation." This implied consent based on a friendly relationship is only between you and that neighbor--not anyone else, including later owners. For example, a new owner of property in Washington, D.C. went to court and tried to claim an easement across a neighbor's yard because the former owner had been allowed to cross the property. The court ruled that he had no right to use the property because the friendship between the previous owner and the neighbor created a limited implied permission.(12) Another court in Ohio found an implied permission from neighborly accommodation when the neighbor had used a private road for access for over 40 years. When the property was sold, the new owner had no right to the road. Depending on implied permission, or even oral permission, however, is not a wise idea for protection in the future. You could still end up in court having to let a judge interpret your intentions. The safest way to protect your property interest when you do give someone permission is to put the terms in writing. The sample agreement above can be used for easements. If several neighbors use a strip of your property, you should draw up an permission agreement for each one to sign. When the public is using a private strip,

you can post signs granting permission. In some states, such as California, posting these signs at every entrance and at certain intervals protects the owner from claims of a prescriptive easement.(13) Depending on posted signs alone for protection, however, is always risky. If possible, take a further step, putting your permission for the public in writing, taking it down to the courthouse and recording it (filing a copy) in the county land records. California has a statute providing for this procedure;(14) check at your local courthouse to see it's allowed in your area. Recording it makes the permission part of the public record and available for anyone to check. (

7) Norwood v. City of New York, 95 Misc. 2d 55, 406 N.Y.S.2d 256 (1978). (

8) McCann v. City of Los Angeles, 79 Cal. 3d 112, 144 Cal. Rptr. 696 (1978).

(9) Curtis v. Zuch, 829 P.2d 187 (Wash. App. 1992).

(10) For examples of the public gaining a right to use private property, see Gion v. City of Santa Cruz, 2 Cal. 3d 29, 84 Cal. Rptr. 162, 465 P.2d 50 (1970); County of Los Angeles v. Berk, 26 Cal. 3d 201, 161 Cal. Rptr. 742, 605 P.2d 381, cert. denied, 101 S. Ct. 111, 449 U.S. 836, 66 L. Ed. 2d 43 (1980); Brumbaugh v. Imperial County, 134 Cal. 3d 556, 184 Cal. Rptr. 11 (1982).

(11) McCarty v. Sheets, 423 N.E.2d 297 (Ind. 1981).

(12) Chaconas v. Meyers, 465 A.2d 379 (D.C. App. 1983).

(13) McCune v. Brandon, 621 N.E.2d 434 (Ohio App. 1993).

(14) Cal. Civ. Code Section 813. The California statutes encourage owners of beach-front property to allow others access to the beach, without fear of claims of a prescriptive easement.

526's unfinished permit

APPLICATION FOR COMBINATION SWIMMING POOL PERMIT

20-0018 DPW 2/87
78/088
(CEQA)

COUNTY OF LOS ANGELES — DEPT. OF PUBLIC WORKS

WORKERS' COMPENSATION DECLARATION

I hereby affirm that I have a certificate of consent to self insure, or a certificate of Workers' Compensation Insurance, or a certified copy thereof (Sec. 3800, Lab. C.)

Policy No. _____ Company _____

☐ Certified copy is hereby furnished.
☐ Certified copy is filed with the county building inspection department.

Date _____ Applicant _____

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

(This section need not be completed if the permit is for one hundred dollars ($100) or less.)

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws.

Date 4-28-93 Applicant [signature]

NOTICE TO APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

LICENSED CONTRACTORS DECLARATION

I hereby affirm that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Number 516060 85 Lic. Class C-53

Contractor Carefree Pools Date 4-28-93

☐ I am exempt under Sec. _____ B.&P.C. for this reason _____

Date: _____

Signature _____

SINGLE FAMILY HOME OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Section 7091.5, Business and Professions Code):

☐ I, as owner of the property, will do the plumbing and electrical work. I, or my employees with wages as their sole compensation, or a licensed contractor will do all other work and the structure is not intended or offered for sale (Section 7044 B&P Code).

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.).

Lender's Name _____

Lender's Address _____

I certify that I have read this application and state that the above information is correct. I agree to comply with all County ordinances and State laws relating to building, electrical, mechanical and plumbing construction, and hereby authorize representatives of this County to enter upon the above-mentioned property for inspection purposes.

[signature] 4-28-93

FOR APPLICANT TO FILL IN

BUILDING ADDRESS	526 Wenham Rd
CITY	Pasadena ZIP 91107
TRACT	SIZE OF LOT: LOT NO.
OWNER	Keane BL DEL. NO. 797288
ADDRESS	526 Wenham Rd
CITY	Pasadena ZIP 91107
ARCHITECT OR ENGINEER	Bernie Adam TEL. NO. 636-0891
ADDRESS	1622 Acacia Pkwy
CONTRACTOR	Carefree Pools TEL. NO. 923-5146
ADDRESS	910 Archibald LIC. NO. 516085
CITY	Ontario, CA LIC. CLASS C53

DESCRIPTION OF WORK
- SWIMMING POOL ☑
- SPA ☑
- SQ. FT. SIZE 520

ELECTRICAL
- Steel & Conduit Bonding, Conduits, Conductors, Equipment ☐

PLUMBING
- P-Trap, Gas System, Anti-Syphon ☑

MECHANICAL
- Swimming Pool Heater ☐

APPLICANT (PRINT) Carefree Pools TEL. NO. 923-5146

ADDRESS 1910 Archibald ave.

P.C. Fee $ 121.60	Permit Fee 411.76
	Issuance Fee 17.10
Investigation Fee	Total Fee 428.86

BUILDING ADDRESS	526 Wenham Rd
LOCALITY	Pasadena
NEAREST CROSS ST.	San Pasqual Street
ASSESSOR MAP BOOK	5331 PAGE 003 PARCEL 004
USE ZONE	R-1 MAP NO. 62 257
	SPECIAL CONDITIONS
DISTRICT	S STATISTICAL CLASS CLASS NO. 31 TYPE CONST. Pool PROCESSED BY Malone
VALUATION	$ 12,000 / $ 15,000
FINAL DATE	
FINAL BY	

VALIDATION

#21
02* *12160
*12160
2d 1 ***E
5124
04-28-93
$0

#23
* *42886
*42886 OK
2d 1 ***E
5125
04-28-93
$0

INSPECTOR COPY

Final 5.18.98 K. Samo

SEE REVERSE FOR EXPLANATORY LANGUAGE

PLANS TO APPLICANT

Tax		Returned		Approved
No.	Date	No.	Date	

INSPECTION	DATE	INSPECTOR
LOCATION		
STEEL & FORMS		
LIGHT CONDUIT /	5-11-93	[illegible]
BONDING	5	
CONDUIT		
GAS LINE	5-11-93	[illegible]
WATER LINE		
SEWER		
ANTI-SYPHON VALVE		
ELECTRIC WIRES	5-18-93	[illegible]
FENCE (HEIGHT)		
GATES (SELF-CLOSING / SELF-LATCHING)	5-20-93	[illegible]
ROUGH WIRING		
FINAL ELECTRIC		
HEATER (LOCATION & VENT)		
GAS LINE TEST		
POOL DRAINAGE		
P-TRAP		

INSPECTOR'S NOTES

OWNER-BUILDER DECLARATION

I hereby affirm that I am exempt from the Contractors License Law for the following reason (Section 7031.5) Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044) Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale.)

☐ I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044) Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License Law.)

☐ I am exempt under Sec._____, B. & P.C. for this reason_____

Date_____ Owner_____

INSPECTOR'S NOTES