



## Staff Report to the Zoning Administrator

Application Number: **04-0419**

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Applicant: Susanna Eaton  
Owner: Richard Alderson  
APN: 046-183-16

Agenda Date: February **18,2005**  
Agenda Item: # **3**  
Time: After 10:00 a.m.

**Project Description:** Proposal to construct landscaping improvements at an existing single-family residence to include high retaining walls, arbor, stairs, trellis, fountain, pond, concrete planters, and patio area.

**Location:** Property located on the east side of Sunset Dnve, about 40-feet south from Monte Vista Way, at 93 Sunset Drive in Watsonville.

**Supervisory District:** Second District (District Supervisor: Ellen Pirie)

**Permits Required:** Coastal Development Permit, Variance

**Staff Recommendation:**

- Approval of Application 04-0419, based on the attached findings and conditions.
- Certification that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.

**Exhibits**

- |   |  |
|---|--|
| A. Project plans                              | G. Comments & Correspondence                     |
| B. Findings                                   | H. Project photographs                           |
| C. Conditions                                 | I. Cypress Environmental                         |
| D. Categorical Exemption (CEQA determination) | correspondence dated 12.15/05 with 4 attachments |
| E. Assessor's parcel map                      |  |
| F. Zoning map, General Plan map               |  |

**Parcel Information**

Parcel Size:	2,700.7 square feet
Existing Land Use - Parcel:	Single-family residential
Existing Land Use - Surrounding:	Single-family residential, state park
Project Access:	San Andreas Road to Sunset Drive

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Planning Area: San Andreas  
Land Use Designation: R-UL (Urban Low Residential)  
Zone District: R-1-6 (Single-family Residential/6,000 square foot minimum parcel)  
Coastal Zone: ☒ Inside ☐ Outside  
Appealable to Calif. Coastal Comm. ☒ Yes ☐ NO

### Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site  
Soils: 107, Baywood loamy sand  
Fire Hazard: Not a mapped constraint  
Slopes: 30 percent slopes  
Env. Sen. Habitat: Mapped biotic/no physical evidence on site  
Grading: No grading proposed  
Tree Removal: No trees proposed to be removed  
Scenic: Mapped resource  
Drainage: Existing drainage adequate  
Traffic: No significant impact  
Roads: Existing **roads** adequate  
Parks: Existing park facilities adequate  
Archeology: Not mapped/no physical evidence on site

### Services Information

Urban/Rural Services Line: ☐ Inside ☒ Outside  
Water Supply: Pajaro Valley Water Management Agency  
Sewage Disposal: CSA#12, private septic system  
Fire District: California Department of Forestry  
Drainage District: Non-Zone

### History

This application was accepted by the Planning Department on 9/01/04. The project site has an approved Coastal Development Permit #04-0059 to recognize the remodel of the existing single-family dwelling on site. Building Permit application #52512G, to implement the Development Permit, is in process. The building and discretionary permits were obtained to rectify a code compliance violation which will be resolved when a final inspection has been obtained and all code enforcement costs have been paid. This project was first reviewed by the Zoning Administrator on November 5, 2004 and continued to further research survey, structural integrity, and drainage issues which are attached as Exhibit I.

### Project Setting

The proposed project is located in the San Andreas Planning Area. The property is located at the end of Sunset Drive immediately adjacent to Sunset Beach State Park. Proposed development does not affect public access to the beach which is gained at the **park** below the residential development.

### **Zoning & General Plan Consistency**

The subject property is a 2,700 square foot lot, located in the R-1-6 (Single-family Residential/6,000 square foot minimum parcel) zone district, a designation which allows single-family residential uses. The proposed landscaping improvements in the back yard are accessory to the existing residence, which is a principal permitted use within the zone district and the project is consistent with the site's (R-UL) Urban Low Residential General Plan designation.

### **Local Coastal Program Consistency**

The proposed back yard landscaping improvements are in conformance with the County's certified Local Coastal Program, in that they are sited and designed to be visually compatible, in scale with, and integrated with the character of the surrounding neighborhood. The landscaping improvements are designed to enhance privacy and increase the ability of the homeowner to utilize very limited outdoor space on the small 2,700 square foot parcel. Due to the steep slopes separating adjacent parcels, no views are compromised as a result of the proposed fountain or arch, which are approximately 8 feet in height. Developed parcels in the area contain single-family dwellings. Size and architectural styles vary widely in the area, and the design submitted is not inconsistent with the existing range. The project site is located between the shoreline and the first public road but is not identified as a priority acquisition site in the County's Local Coastal Program. Consequently, the proposed project will not interfere with public access to the beach, ocean, or other nearby body of water. Public coastal access is gained at Sunset State Beach in the immediate project vicinity.

### **Design Review**

The proposed landscaping improvements comply with the requirements of the County Design Review Ordinance, in that the proposed project will incorporate site and architectural design features to reduce the visual impact of the proposed development on surrounding land uses and the natural landscape.

### **Environmental Review**

Environmental review has not been required for the proposed project per the requirements of the California Environmental Quality Act (CEQA) as per Class 3 Exemption for small accessory structures.

### **Additional Materials submitted in support of the application (Exhibit I)**

On December 15, 2004, a new survey report was submitted which was prepared by Mid Coast Engineers dated December 8, 2004 which concluded that the proposed improvements should not adversely affect drainage of the retaining wall. A letter by Consulting Engineer Andrew Petersen dated November 12, 2004 reviewed the Ifland Engineers pond design attached to the retaining wall and concludes that the pond, as engineered, will not negatively impact the designed

retaining wall. A letter from Jeff Martin of Ifland Engineers dated November 4, 2004 evaluated the fountain and pond and concluded that the proposed structures will place smaller loads on the wall than the original planter design. A letter from Mid Coast Engineers by Jeff Nielsen, L.S., details the location of the existing wall at the rear of the subject parcel.

### Conclusion

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

### Staff Recommendation

- **APPROVAL** of Application Number **04-0419**, based on the attached findings and conditions.
- Certification that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.

Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.

The County Code and General Plan, as well as hearing agendas and additional information are available online at: [www.co.santa-cruz.ca.us](http://www.co.santa-cruz.ca.us)

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## 1. Coastal Development Permit Findings

1. That the project is a use allowed in one of the basic zone districts, other than the Special Use (SU) district, listed in section 13.10.170(d) as consistent with the General Plan and Local Coastal Program LUP designation.

This finding can be made, in that the property is zoned R-1-6 (Single-family Residential/6,000 square foot minimum parcel), a designation which allows single-family residential uses. The proposed landscaping improvements are accessory to the existing single-family residence on site which is a principal permitted use within the zone district, consistent with the site's (R-UL) Urban Low Residential General Plan designation.

2. That the project does not conflict with any existing easement or development restrictions such as public access, utility, or open space easements.

This finding can be made, in that the proposal does not conflict with any existing easement or development restriction such as public access, utility, or open space easements in that no such easements or restrictions are known to encumber the project site. Public coastal access is available at Sunset State Beach in the immediate project vicinity.

3. That the project is consistent with the design criteria and special use standards and conditions of this chapter pursuant to section 13.20.130 et seq.

This finding can be made, in that the proposed development is consistent with the surrounding neighborhood in terms of architectural style; the site is surrounded by lots developed to an urban density; the colors shall be natural in appearance and complementary to the site; the back yard development site is not on a prominent ridge, beach, or bluff top.

4. That the project conforms with the public access, recreation, and visitor-serving policies, standards and maps of the General Plan and Local Coastal Program land use plan, specifically Chapter 2: figure 2.5 and Chapter 7, and, as to any development between and nearest public road and the sea or the shoreline of any body of water located within the coastal zone, such development is in conformity with the public access and public recreation policies of Chapter 3 of the Coastal Act commencing with section 30200.

This finding can be made, in that the project site is located between the shoreline and the first public road, however, public access to the coast is available at Sunset State Beach in the immediate project vicinity. Consequently, the landscaping improvements will not interfere with public access to the beach, ocean, or any nearby body of water. Further, the project site is not identified as a priority acquisition site in the County Local Coastal Program.

5. That the proposed development is in conformity with the certified local coastal program.

This finding can be made, in that the landscaping improvements are sited and designed to be visually compatible, in scale with, and integrated with the character of the surrounding neighborhood. Additionally, single-family residential uses are allowed uses in the R-1-6 (Single-

family Residential/6,000 square foot minimum parcel) zone district of the area, **as** well as the General Plan and Local Coastal Program land use designation. Developed parcels in the area contain single- family dwelling and the proposed back yard landscaping improvements are consistent with the surrounding residential environment. Size and architectural styles vary widely in the area, and the proposed landscaping improvements including arches, fountains and planters is not inconsistent with the existing style of neighborhood landscaping improvements.

### **Development Permit Findings**

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.

This finding can be made, in that the project is located in an area designated for single-family residential uses and is not encumbered by physical constraints to development. Construction will comply with prevailing building technology, the Uniform Building Code, and the County Building ordinance to insure the optimum in safety and the conservation of energy and resources. The proposed landscaping improvements will not deprive adjacent properties or the neighborhood of light, air, or open space, in that the proposed structures are located below adjacent development due to the slope of the parcel to ensure access to light, air, and open space in the neighborhood. The parcel site was surveyed and structural and drainage impacts reviewed to ensure that no negative impacts would affect adjacent properties (Exhibit I).

2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.

This finding can be made, in that the proposed location of the landscaping improvements and the conditions under which they would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the R-1-6 (Single-family Residential/6,000 square foot minimum parcel) zone district, subject to the concurrent approval of the variance, in that the primary use of the property remains single-family residential that meets all current site standards for the zone district with the exception of side and rear setbacks.

3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.

This finding can be made, in that the proposed single-family residential use is consistent with the use and density requirements specified for the Urban Low Residential (R-UL) land use designation in the County General Plan.

The proposed landscaping improvements will not adversely impact the light, solar opportunities, air, and/or open space available to other structures or properties, and subject to the concurrent variance approval, meets all current site and development standards for the zone district **as**

specified in Policy 8.1.3 (Residential Site and Development Standards Ordinance), in that the landscaping improvements will not adversely shade adjacent properties.

The proposed landscaping improvements will not be improperly proportioned to the parcel size or the character of the neighborhood as specified in General Plan Policy 8.6.1 (Maintaining a Relationship Between Structure and Parcel Sizes), in that the proposed retaining walls, fountain/pond, arbor; trellis, planters and patio area will comply with the site standards for the R-1-6 zone district, subject to the concurrent processing of the variance and will result in an outdoor environment consistent with a design that could be approved on any similarly sized lot in the vicinity. A specific plan has not been adopted for this portion of the County.

4. That the proposed use will not overload utilities and will not generate more than the acceptable level of traffic on the streets in the vicinity.

This finding can be made, in that the proposed landscaping improvements is to be constructed on an existing developed lot. The expected level of traffic generated by the proposed project is anticipated to be only one peak trip per day (1 peak trip per dwelling unit), such an increase will not adversely impact existing roads and intersections in the surrounding area.

5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.

This finding can be made, in that the proposed structure is located in a mixed neighborhood containing a variety of architectural styles, and the proposed landscaping improvements are consistent with the land use intensity and density of the neighborhood.

6. The proposed development project is consistent with the Design Standards and Guidelines (sections 13.11.070 through 13.11.076), and any other applicable requirements of this chapter.

This finding can be made, in that the proposed landscaping improvements will be of an appropriate scale and type of design that will enhance the aesthetic qualities of the surrounding properties and will not reduce or visually impact available open space in the surrounding area.

#### **VARIANCE FINDINGS:**

1. THAT BECAUSE OF SPECIAL CIRCUMSTANCES APPLICABLE TO THE PROPERTY, INCLUDING SIZE, SHAPE, TOPOGRAPHY, LOCATION, AND SURROUNDING EXISTING STRUCTURES, THE STRICT APPLICATION OF THE ZONING ORDINANCE DEPRIVES SUCH PROPERTY OF PRIVILEGES ENJOYED BY OTHER PROPERTY IN THE VICINITY AND UNDER IDENTICAL ZONING CLASSIFICATION.

The special circumstances applicable to the property are the small size of the parcel (2,700 square feet) and the sloping topography of the rear of the lot. The property is zoned R-1-6 and the subject lot is less than 80 percent of the minimum 6,000 square foot parcel size, so it is subject to the R-1-3.5-R-1-4.9 site and structural dimensions chart of County Code Section 13.10.323. The following site standards are applicable: a 15-foot front and rear setback, 5-foot side setbacks, and 40 percent lot coverage. This Variance proposal seeks to reduce the required 15-foot minimum rear setback and 5 foot minimum side setback to zero feet, to be set at the perimeter of the subject property. The proposed arbor, trellis, planters, fish pond and fountain would be set against retaining walls that are located on the property line. The subject 2,700 square foot lot is non-conforming in area in that County Code Section 13.10.323(d)1(A) requires a minimum 3,500 square foot area. Due to the small size of the lot, its location at the end of Sunset Drive and limited useable outdoor space, granting of a variance is within reason.

The proposed landscaping enhancements do not significantly impact the originally approved scale and massing of the residence as the improvements are located in the backyard, set well below adjacent properties due to the sloping topography, and not impacting access to light and air or adversely affecting privacy.

2. THAT THE GRANTING OF A VARIANCE IS IN HARMONY WITH THE GENERAL INTENT AND PURPOSE OF ZONING OBJECTIVES AND WILL NOT BE MATERIALLY DETRIMENTAL TO PUBLIC HEALTH, SAFETY, OR WELFARE OR INJURIOUS TO PROPERTY OR IMPROVEMENTS IN THE VICINITY.

The granting of the variance will be in harmony with the general intent and purpose of zoning objectives and will not be materially detrimental to public health, safety, or welfare or injurious to property or improvements in the vicinity in that on-site parking is provided and vehicular sight distance lines are not compromised as the improvements are located in the rear yard. The landscaping enhancements do not vary in design or scale from the residences in the immediate vicinity and the improvements do not alter the exterior design or massing of the original construction. The landscaping proposed shall not negatively impact the adjacent State park lands.

3. THAT THE GRANTING OF SUCH VARIANCES SHALL NOT CONSTITUTE A GRANT OF SPECIAL PRIVILEGES INCONSISTENT WITH THE LIMITATIONS UPON OTHER PROPERTIES IN THE VICINITY AND ZONE IN WHICH SUCH IS SITUATED.

The granting of a variance to construct landscaping improvements in the back yard of the existing single-family residence include: a 3-foot high retaining wall, 8-foot fountain and arbor, trellis, pond, concrete planters, stairs, and patio area do not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such is situated in that other properties in the vicinity and R-1-6 zone district with similar parcel configurations and topography would be given similar consideration. Construction shall be consistent with the required building permit. Furthermore, no further departures from applicable development standards, e.g. a variance to the required on-site parking which would negatively impact the surrounding neighborhood, is necessary or has been proposed.

## Conditions of Approval

Exhibit A: Project Plans, 2 sheets by Scott MacLellan dated 9101104

- I. This permit authorizes the construction of landscaping improvements to include a three foot high retaining wall, arbor, stairs, trellis, fountain, pond, concrete planter, and patio area. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
  - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
  - B. Obtain a Building Permit from the Santa Cruz County Building Official.
- II. Prior to issuance of a Building Permit the applicant/owner shall:
  - A. Submit Final Architectural Plans for review and approval by the Planning Department. The final plans shall be in substantial compliance with the plans marked Exhibit "A" on file with the Planning Department. The final plans shall include the following additional information:
    - 1. Identify finish of exterior materials and color of roof covering for Planning Department approval. Any color boards must be in 8.5" x 11" format.
    - 2. Drainage plans to include description of the existing offsite flow path for any potential excess runoff to either a county maintained inlet or culvert, or to a natural channel. Show the pipe routings for the drain inlets shown on the plans.
  - B. Pay any remaining Code Compliance costs, if applicable.
- III. All construction shall be performed according to the approved plans for the Building Permit. Prior to final building inspection, the applicant/owner must meet the following conditions:
  - A. All site improvements shown on the final approved Building Permit plans shall be installed.
  - B. All inspections required by the building permit shall be completed to the satisfaction of the County Building Official.
- IV. Operational Conditions
  - A. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County

Application # 04-0419  
APN: 046-183-16  
Owner: Richard Alderson

**inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.**

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Minor variations to **this** permit which do not affect the overall concept or density **may** be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

**Please note: This permit expires two years from the effective date unless you obtain the required permits and commence construction.**

**Approval Date:** 02/18/05

**Effective Date:** 03/04/05

**Expiration Date:** 03/04/07

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**Don Bussey**  
**Deputy Zoning Administrator**

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**Joan Van der Hoeven**  
**Project Planner**

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Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the **Zoning** Administrator, may appeal the act or determination to the **Planning Commission** in accordance with chapter 18.10 of the Santa Cruz County Code.

# CALIFORNIA ENVIRONMENTAL QUALITY ACT

## NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 04-0419

Assessor Parcel Number: 046-183-16

Project Location: 93 Sunset Drive, Watsonville CA 95076

**Project Description: Proposal to construct landscaping improvements at an existing single-family residence**

**Person or Agency Proposing Project: Susanna Eaton**

**Contact Phone Number: 831-722-0202**

- A. ☐ The proposed activity is not a project under CEQA Guidelines Section 15378.  
B. ☐ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060(c).  
C. ☐ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.  
D. ☐ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).

Specify type:

E. ☒ **Categorical Exemption**

Specify type: Class 3 - New Construction or Conversion of Small Structures (Section 15303)

**F. Reasons why the project is exempt:**

New construction of small structures

In addition, none of the conditions described in Section 15300.2 apply to this project.

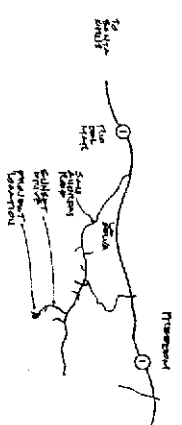
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Joan Van der Hoeven, AICP Project Planner

Date: February 18, 2005

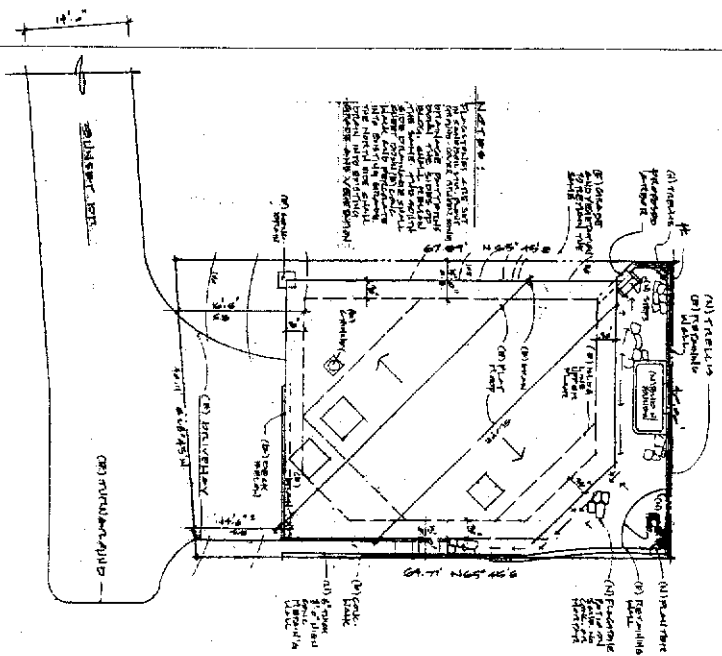
# PROJECT DESCRIPTION:

- 1. New Foundation: Part of driveway at intersection of road and road (405.75 ft)
- 2. New Foundation/Pool: New foundation and water supply pipes
- 3. New driveway: New
- 4. New retaining wall: New retaining wall on existing retaining wall
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LOCATION MAP



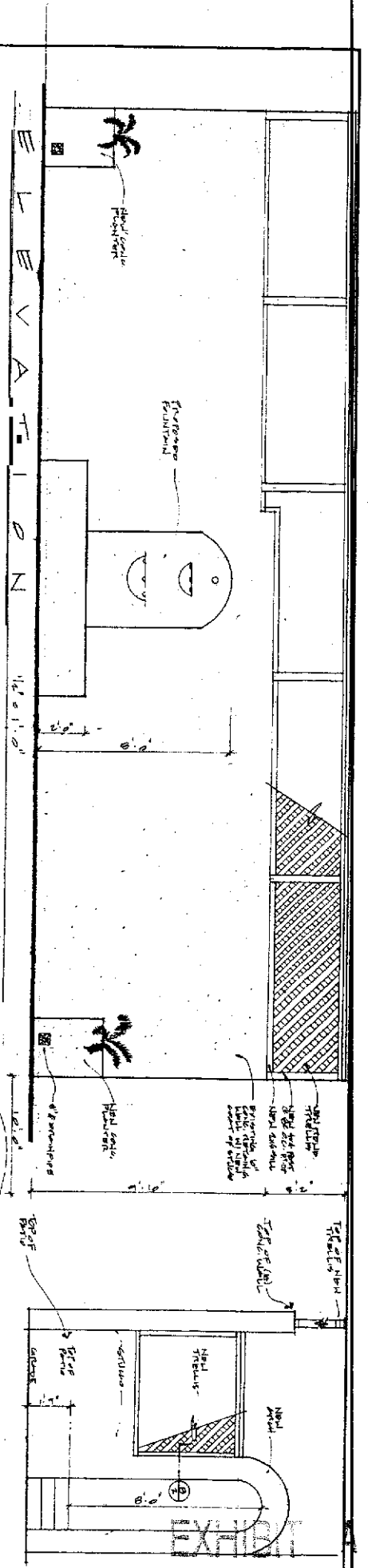
SITE PLAN 1/8" = 1'-0"



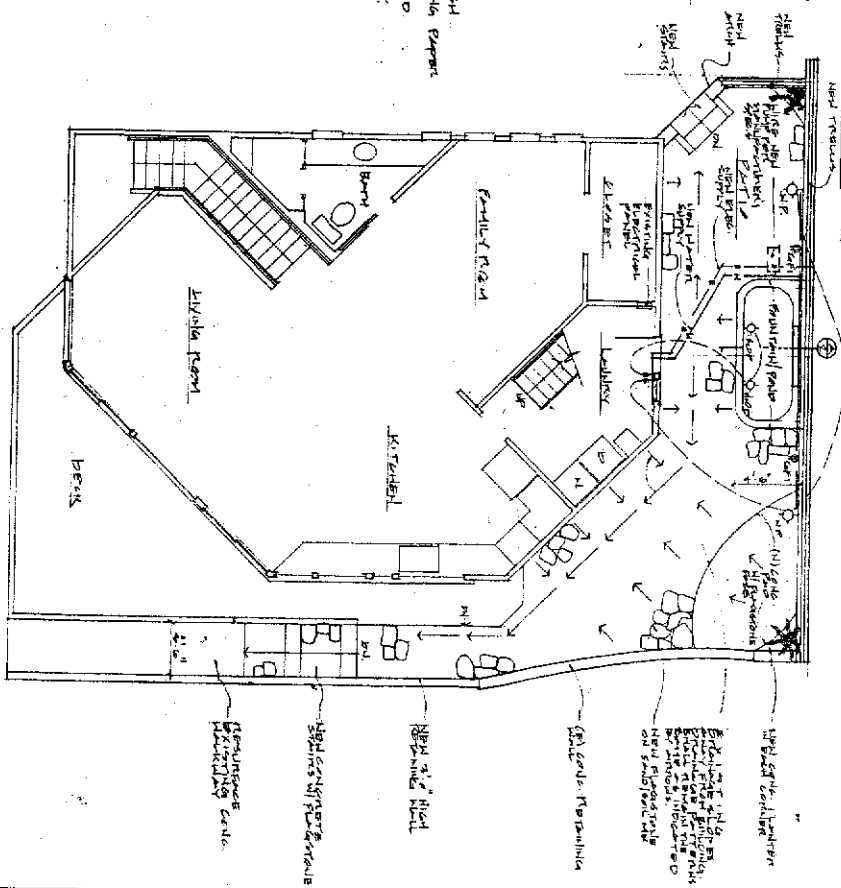
EXHIBIT

A

1	PLAN BY: SCOTT MACLELLAN 110 CALABASAS RD WATSONVILLE CA 95076 (831) 761-1943
2	PLAN BY: TRACY SUSANNA EATON 133 SUNSET DR WATSONVILLE CA 95076 APN 46-183-16
3	SURVEY PLAN, GENERAL INFO
4	DATE: 1/1/74
5	SCALE: 1/8" = 1'-0"
6	PROJECT: NEW FOUNDATION/POOL
7	DATE: 1/1/74
8	SCALE: 1/8" = 1'-0"
9	PROJECT: NEW FOUNDATION/POOL
10	DATE: 1/1/74
11	SCALE: 1/8" = 1'-0"
12	PROJECT: NEW FOUNDATION/POOL



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PROPOSED FOUNTAIN PLAN

FOR TAX PURPOSES ONLY  
 THE ASSASSOR MAKES NO GUARANTEES AS TO MAP ACCURACY NOR ASSURES ANY  
 LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.  
 © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 2000

# EXHIBIT E

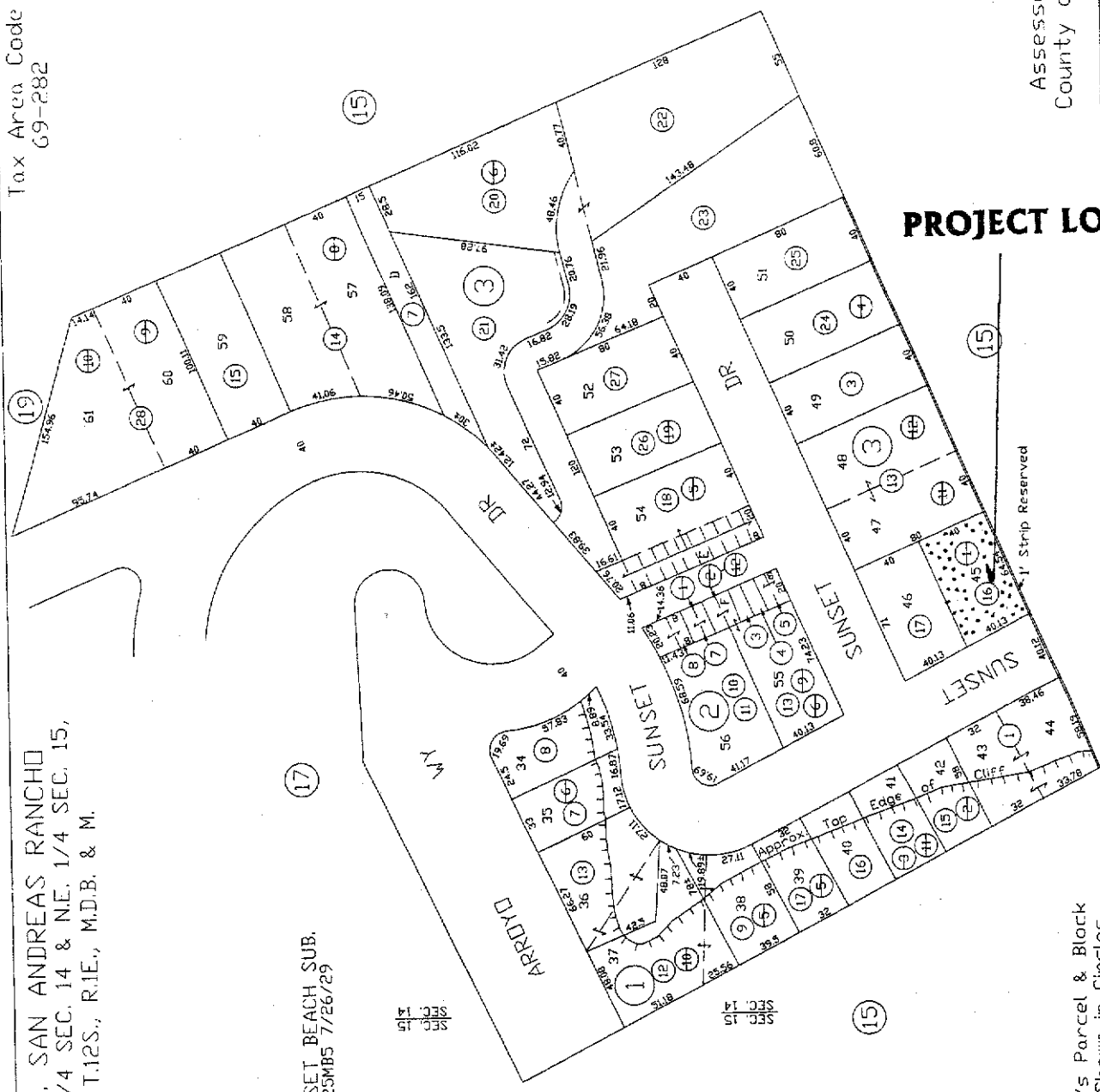
TECHNICALLY RECORDED 1/28/00 KSA  
 5/23/01 NW (CHANGED PAGE REFS.)  
 2/13/04 DD (CORR. SET HOME)

46-18

Tax Area Code  
 69-282

POR. SAN ANDREAS RANCHO  
 N.W. 1/4 SEC. 14 & N.E. 1/4 SEC. 15,  
 T.12S., R.1E., M.D.B. & M.

SUNSET BEACH SUB.  
 25MB5 7/26/29



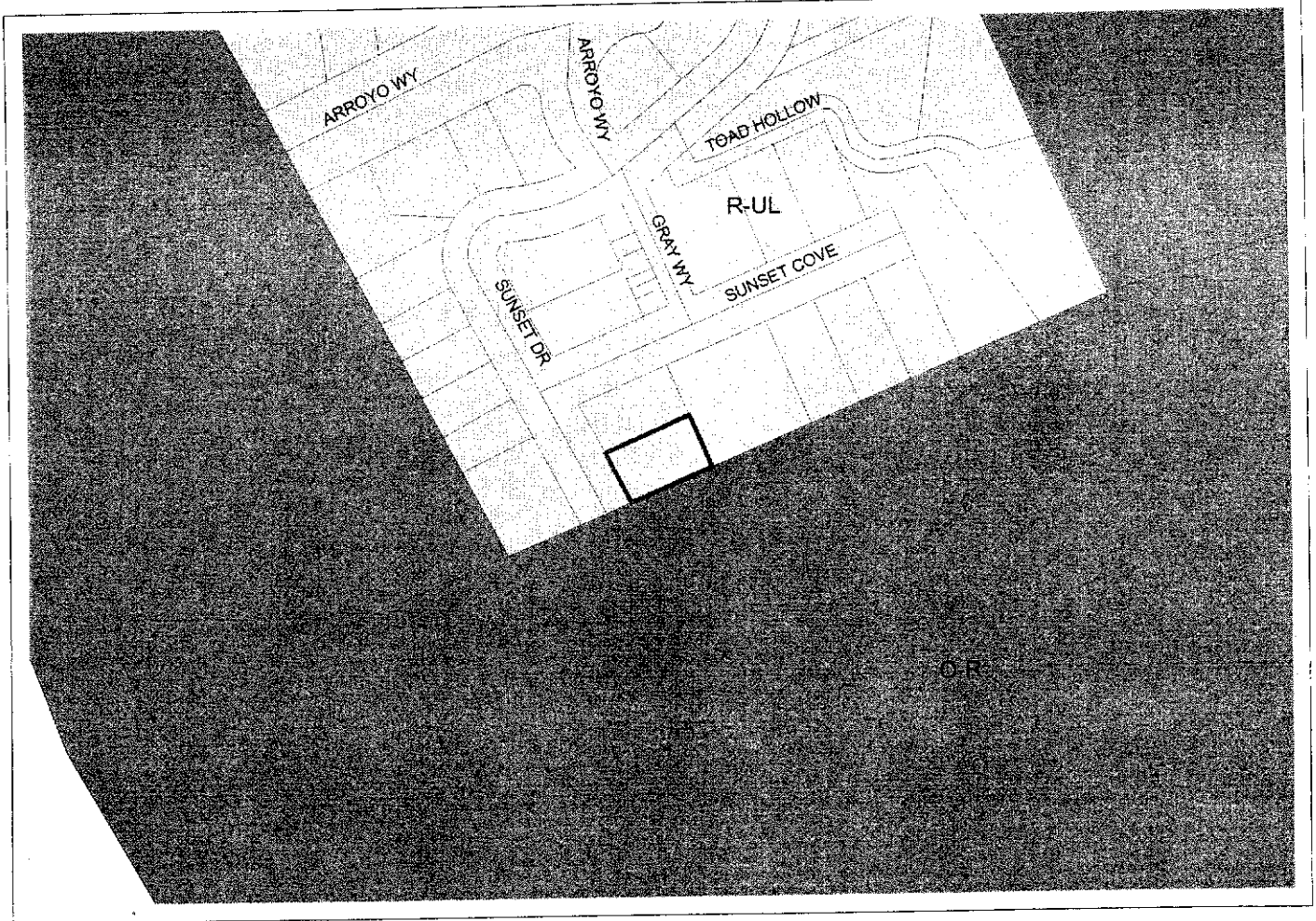
## PROJECT LOCATION

Assessor's Map No. 46-18  
 County of Santa Cruz, Calif.  
 Jan. 2000

Assessor's Parcel & Block  
 Numbers Shown in Circles.






41

# General Plan Map



250 0 250 500 Feet

## Legend

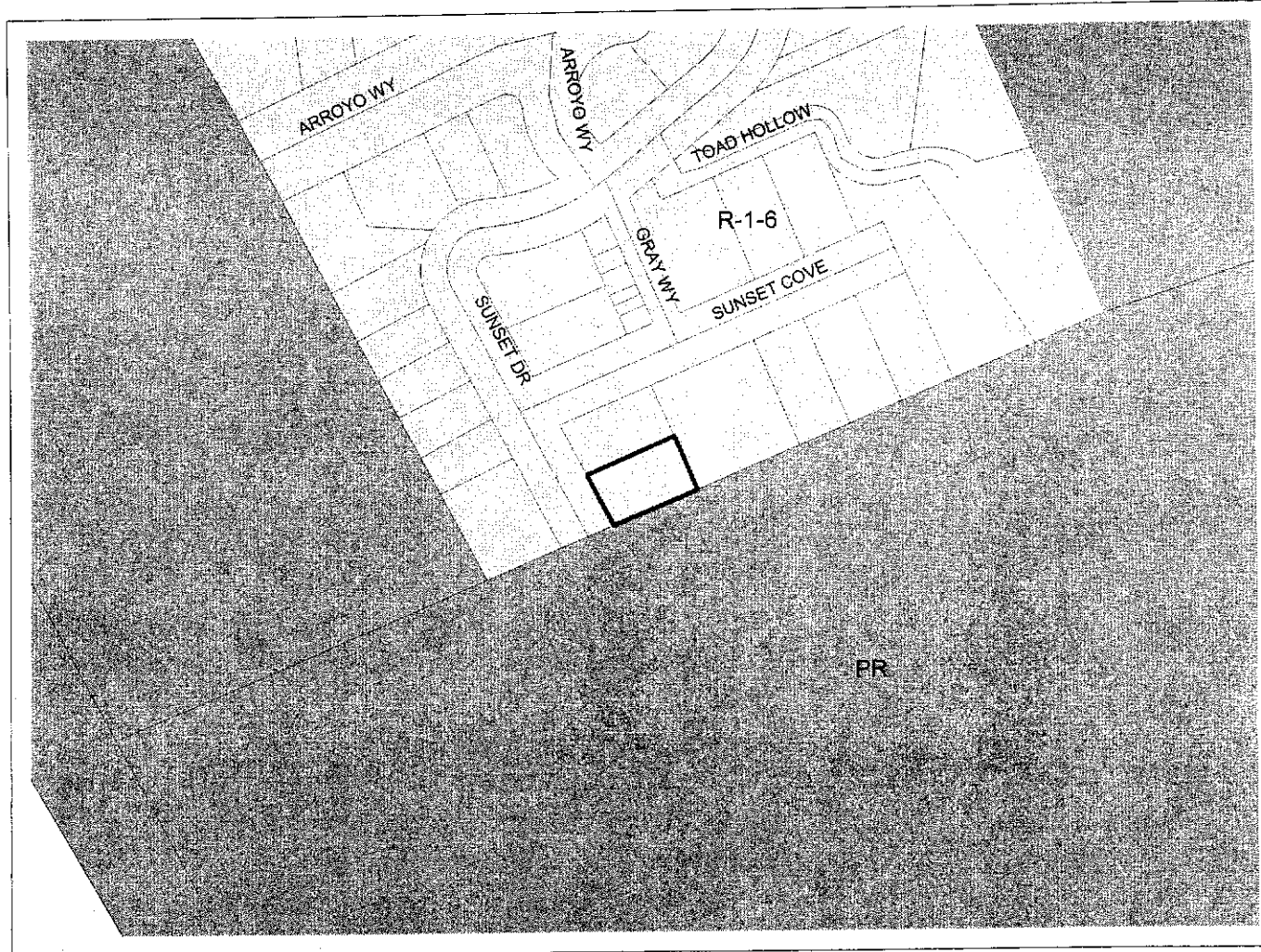
-  APN 046-183-16
-  Parcel boundaries
-  Streets
-  Parks and Recreation
-  Residential - Urban Low Density



Map created by Santa Cruz County  
Planning Department:  
September 2004






EXHIBIT F

# Zoning Map



250 0 250 500 Feet

## Legend

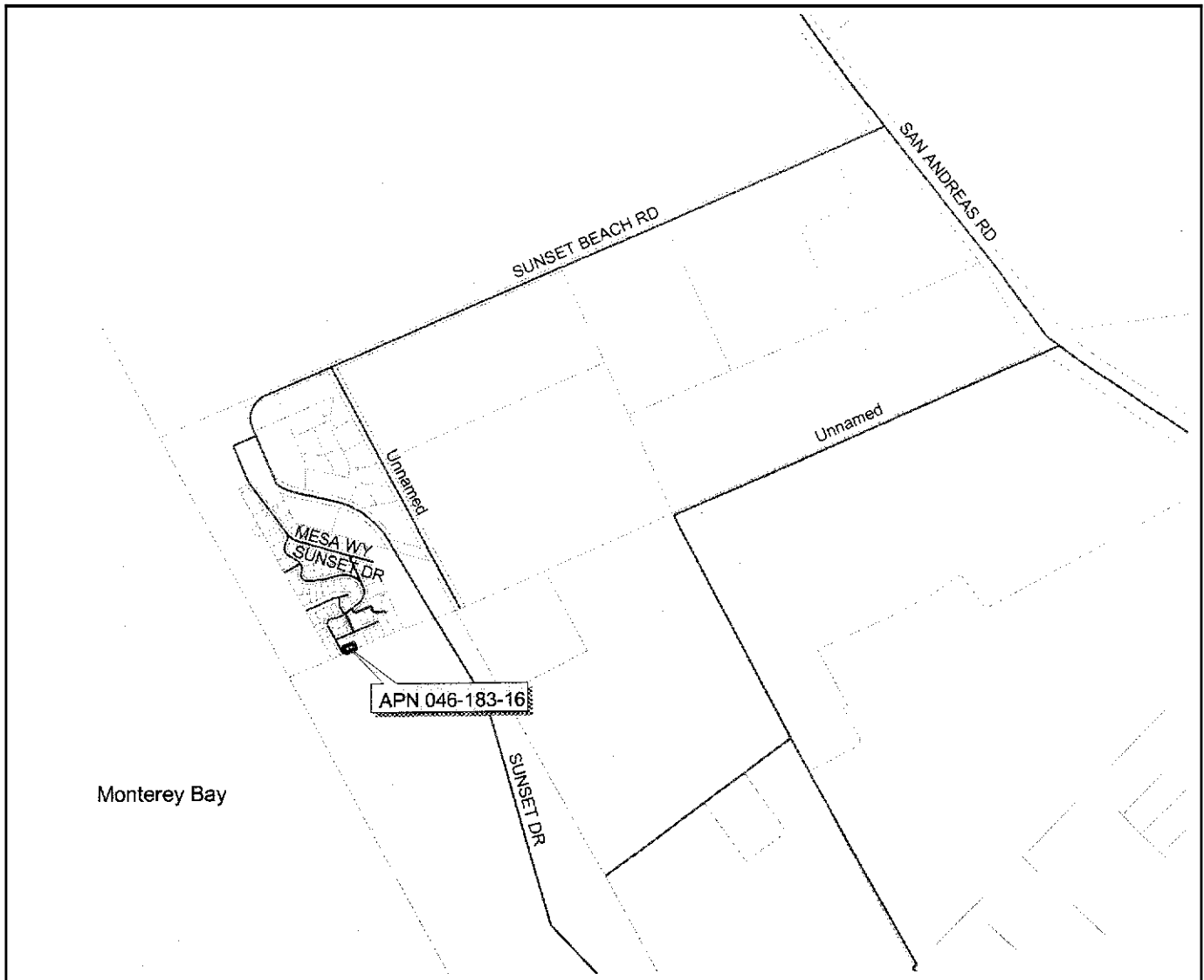
-  APN 046-183-16
-  Parcel boundaries
-  Streets
-  Single-family Residential (R-1-6)
-  Parks, Recreation, and Open Space (PR)



Map created by Santa Cruz County  
Planning Department:  
September 2004

EXHIBIT F

# Location Map



0.25 0 0.25 0.5 0.75 Miles

Map created by Santa Cruz County  
Planning Department:  
September 2004



EXHIBIT 1

**C O U N T Y   O F   S A N T A   C R U Z**  
**DISCRETIONARY APPLICATION COMMENTS**

**Project Planner:** Joan Van Der Hoeven  
**Application No.:** 04-0419  
**APN:** 046-183-16

**Date:** January 13, 2005  
**Time:** 10:49:28  
**Page:** 1

**Environmental Planning Completeness Comments**

LATEST COMMENTS HAVE NOT **YET** BEEN SENT TO PLANNER FOR THIS AGENCY

===== REVIEW ON SEPTEMBER 27, 2004 BY ROBERT S LOVELAND =====

NO COMMENT

**Environmental Planning Miscellaneous Comments**

LATEST COMMENTS HAVE NOT **YET** BEEN SENT TO PLANNER FOR THIS AGENCY

===== REVIEW ON SEPTEMBER 29, 2004 BY ROBERT S LOVELAND =====

NO COMMENT

**Code Compliance Completeness Comments**

LATEST COMMENTS HAVE NOT **YET** BEEN SENT TO PLANNER FOR THIS AGENCY

Today I reviewd DP Application 04-0419. The application is for landscaping improvements. <GAG> ===== REVIEW ON SEPTEMBER 17, 2004 BY GUSTAVO A GONZALEZ =====  
===== UPDATED ON JANUARY 5, 2005 BY GUSTAVO A GONZALEZ =====

**Code Compliance Miscellaneous Comments**

LATEST COMMENTS HAVE NOT **YET** BEEN SENT TO PLANNER FOR THIS AGENCY

Note: Neighbor has a drainage easement on this property- subject of an earlier complaint. Neighboring properties should be notified of variance application (if required). <GAG> ===== REVIEW ON SEPTEMBER 17, 2004 BY GUSTAVO A GONZALEZ =====

===== UPDATED ON JANUARY 5, 2005 BY GUSTAVO A GONZALEZ =====  
NO COMMENT

**Dpw Drainage Completeness Connents**

LATEST COMMENTS HAVE NOT **YET** BEEN SENT TO PLANNER FOR THIS AGENCY

===== REVIEW ON SEPTEMBER 23, 2004 BY DAVID W SIMS =====

Application is approved. Please see miscellaneous comments for items to be addressed in the building application stage.

**Dpw Drainage Miscellaneous Comments**

LATEST COMMENTS HAVE **NOT YET** BEEN SENT TO PLANNER FOR THIS AGENCY

===== REVIEW ON SEPTEMBER 23, 2004 BY DAVID W SIMS =====

General Plan policies: 5.8.4 Drainage Design in Primary Groundwater Recharge Areas  
7.23.1 New Development 7.23.2 Minimizing Impervious Surfaces 7.23.5 Control Surface Runoff

Discretionary Comments - Continued

Project Planner: Joan Van Der Hoeven  
Application No.: 04-0419  
APN: 046-183-16

Date: January 13, 2005  
Time: 10:49:28  
Page: 2

The proposed plan was reviewed for completeness of discretionary development and compliance with County policies listed above.

The applicant proposes less than 500 sq.ft. of new impervious surfacing, and therefore qualifies for exemption from groundwater recharge requirements. The semi-perVIOUS flagstone paving over very sandy native soils should address all related County development policies.

For the building application, the applicant should:

- 1) Describe the existing offsite flow path for any potential excess runoff to either a County maintained inlet or culvert, or to a natural channel.
- 2) Show the pipe routings for the drain inlets shown on the plans
- 3) Correct the dual notation of section A on sheet 2 for the finished grade surface. While it appears flagstone is intended, a note for 3" concrete slab points to the same location

Please call the Dept. of Public Works., Storm Water Management Section. from 8:00 am to 12:00 noon if you have questions. ===== UPDATED ON NOVEMBER 29, 2004 BY ALYSON B TOM ===== As a condition of approval, this project should clearly identify and evaluate the downstream flow path from this site. If necessary, off-site work and easements/agreements may be required. In particular, prior to building permit issuance, the following should be addressed: Provide additional information describing the existing drainage system depicted in the discretionary application plans. Where does this system lead, is it adequate to handle the runoff from the project site? Is there an easement for the use of this system? If runoff will not enter this system describe how the site will drain. Demonstrate that the runoff will not adversely impact adjacent or downstream properties. If runoff will be directed to Sunset Drive, a non-county maintained road, please provide additional information regarding the drainage facilities on the road demonstrating that they are adequate to handle the runoff. If the downstream flow paths are not adequate, this project should include measures to provide adequate facilities.

EXHIBIT

RAY & SUSANNA EATON

Dear Mr. Bussey:

I am writing in response to your decision last week to postpone approval on our coastal permit for landscaping our back yard at 93 Sunset Drive in Watsonville.

We have now gotten calculations from both Ifland Engineering and Andrew Petersen, the engineer who originally designed the back wall, that show the fountain and side fences would not put additional strain on the wall and, in fact, would put less strain on it than the planter which was originally designed by Mr. Petersen to run the 40' length of the wall.

My husband, who has 25 years experience as an expert in the field, has determined beyond a doubt that our new drainage works even better than the original drainage system which never posed any problems.

Some history: Until November 11, 1998 I had a beautiful back yard. It consisted of a used brick wall curved at the far end adjoining the Carr's property much like the new wall we have since built. I also had a mature *Myoporum Carsonii* tree exactly like the mature specimen we have recently planted. I had several patios on different levels, flower gardens, a hammock, a barbeque and patio table & chairs.

Everything, including the tree, was destroyed either by the collapse of the Bakers' unmaintained wooden retaining wall or by the actions of Mr. Baker and his negligent contractor.

All I have been trying to do for six years is get back the use and enjoyment of our small back yard.

We have had the property surveyed twice. Both times the markers have been moved by our neighbors or completely taken out. We are loathe to spend another \$1,025 on another survey that will not solve the problem.

I gave Mr. Baker 4 feet of my back yard so he could build the replacement wall, placing the footings on my property. At the time, I was told that was the only way the wall could be built. I later learned that the footings could have been on the Bakers' side, giving me 4 additional feet of back yard, but the Bakers didn't want the expense of moving their septic tank so I had to give them an easement for footings or they wouldn't repair or replace the failed wall.

According to the plans submitted by Andrew Petersen, the footings were to be completely below grade. However, because the Bakers' contractor did such a terrible job, in some areas the footings are as high as 3 feet above grade. The County signed off on the work not knowing that the footings were above grade because Mr. Baker and his contractor covered our

November 13, 2004

entire yard with sand from the excavation and the planner who signed off on the project was unable to tell that the wall was not built with footings below grade according to the plans.

I repeatedly asked Mr. Baker and his contractor to remove the sand but I was completely ignored. When the first rains came, the sand washed away and I was left with a 10' tall grey cement block wall and a back yard full of cement footings and broken concrete.

My new husband and I tried for two years to get the Bakers to live up to their easement agreement but finally gave up because they refused to cooperate. We spent over \$14,000 in attorney's fees. We had a new easement agreement drawn up at our own expense and it was signed. My husband and Mr. Baker shook hands and Mr. Baker told him we were free to do whatever we wanted on our side of the wall.

Imagine our surprise when they turned us in to the County for a fence that doesn't even require a permit!

The Bakers continue to use the County Planning Department as an instrument of tyranny for their neighbors. We are not the only residents of Sunset Beach who have been harassed by the Bakers, Carrs, Grays & Aki Hane. It seems to us that the County should not be asked to solve a problem that is clearly of a civil nature. If Mr. Baker is unhappy with our landscaping which, as you pointed out, is not visible from his property - he should take us to court.

We ask that you approve our application so we can get on with our project. We did everything required of us by the County and all of the departments recommended approval. Our project was due to be finished by July 1, 2004 and we are SO tired of the mess and frustrated by the inability to use our property. This week marked the 6<sup>th</sup> anniversary of the failure of the Bakers' wall.

Thanks' for your consideration in this matter.

Sincerely,

Susanna and Ray Eaton

cc: Ellen Pirie  
Joan Van der Hoeven

93 SUNSET DRIVE • SUNSET BEACH • WATSONVILLE, CA 95076  
831-722-0202

Ray & Susanna Eaton  
93 Sunset Drive  
Sunset Beach  
Watsonville, California 95076  
November 11, 2004

Ms. Casey Martin  
Burton, Volkman and Schmal  
133 Mission  
Santa CNZ, California 95060

Dear Ms. Martin,

Your client John Baker has made serious allegations regarding our property lines. We **would** like to have this matter resolved immediately by having another survey conducted. I had a survey conducted on September 30, 2003 and the property lines staked and marked. Your client was there and observed the stake placement. You **will** remember that your client testified during the hearing that the stakes disappeared. Last week, after the hearing, the stake mysteriously reappeared exactly placed three inches on our property. This is not acceptable. I am sure that your client Mr. Baker shares with me the need for the truth to come out during these proceedings and would gladly share the costs for this absolutely necessary survey. Calvin and Jennifer Carr apparently also appear to have issues with the property lines. I propose that we conduct another survey immediately and split the costs among the three neighbors evenly. Please contact your clients the Bakers and I will send the Carr's a copy of this letter. **As** time is a very important consideration, I would like to have your response within ten days. Thank you for your prompt consideration to this request.

  
Ray Eaton

Copy; Joan Van der Hoeven 

Ray Eaton  
93 Sunset Drive  
Sunset Beach  
Watsonville, California 95076

Calvin & Jennifer Carr  
3187 Bryant Street  
Palo Alto, California 94306

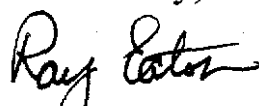
November 13, 2004

Dear Mr. & Mrs. Carr,

Yesterday I had occasion to look at the drainage system that Calvin had installed on our property and noticed a cistern underground on our property and am seriously concerned with the impact it will have on undermining our property and just **as** importantly undermining the road and creating a sink hole. Something like this could have a disastrous impact after a period of time. I **am** additionally concerned that it may in fact undermine the corner foundation of our house. I am requesting that this be straightened out as soon **as** possible. I also believe that could seriously impact Michael Cunningham's property. Was this engineered properly and have the County of Santa **Cruz** approval?

I talked about my concerns with Calvin today and he promised to take care of it. I look forward to your handling this matter in an expeditious fashion. Thank you for your prompt attention to this matter.

Sincerely,

  
Ray Eaton

**Burton  
Volkman  
& Schmal**  
LLP • ATTORNEYS AT LAW

133 Mission Street  
Suite 102  
Santa Cruz, CA 95060  
(831) 425-5023  
Fax: (831) 427-3159

John S. Burton  
Timothy R. Volkman  
Timothy J. Schmal  
Brandt R. Stickel  
John P. Loring  
Michael A. Miller  
Casey D. Martin

November 30, 2004

Joan Van der Hoeven  
Project Planner  
County of Santa Cruz  
Planning Department  
701 Ocean Street, 4th Floor  
Santa Cruz, CA 95060

RE: Eaton v. Baker  
Cur File No.: 65344-3-47

Dear Ms. Van der Hoeven:

This letter follows the Zoning Administration Hearing on Friday, November 5, for 93 Sunset Dr, Watsonville APN # 046-18 16. At the hearing, I appeared on behalf of Joyce and Johnny Baker, and expressed their concerns with the County granting a discretionary permit for the improvements made on the Eaton property. In light of our concerns with boundary lines, safety, and stability, Mr. Bussey ended the hearing by asking for a new boundary survey to be undertaken. He indicated that this new survey ought to clearly show property lines, in addition to the location of the proposed improvements.

Moreover, he recognized that the County could not approve a permit that encroached on another owner's property. At the hearing, I provided you with documentation of the Bakers' recorded easement for the footing of their retaining wall to extend onto the Eatons' property. One of the provisions of the settlement agreement (of which the easement was a part) provided that both neighbors leave permanent survey markers at the boundaries of the property.

On Sunday, November 7th, the Bakers went out in the morning to photograph the permanent wooden survey marker left from the last survey. They took several pictures in the presence of their neighbors, Calvin and Jennifer Carr. When they returned in the afternoon to take pictures with a digital camera, the stake had mysteriously disappeared. Enclosed *you* will find a copy of the

Joan Van der Hoeven  
November 30, 2004  
Page 2

pictures of the survey marker from the morning of November 7, and the lack of the survey marker in the afternoon. You will also find a note signed and dated by both the Bakers and the Carrs, describing what occurred with the survey marker on November 7. On November 11th, the Eatons directed a letter to my attention, requesting that my clients the Bakers, and their neighbors the Carrs, share the costs of a new survey. My clients do not feel that they should have to pay for a portion of this new survey, since they did not remove any of the "permanent" survey markers required and placed pursuant to the settlement agreement earlier this year.

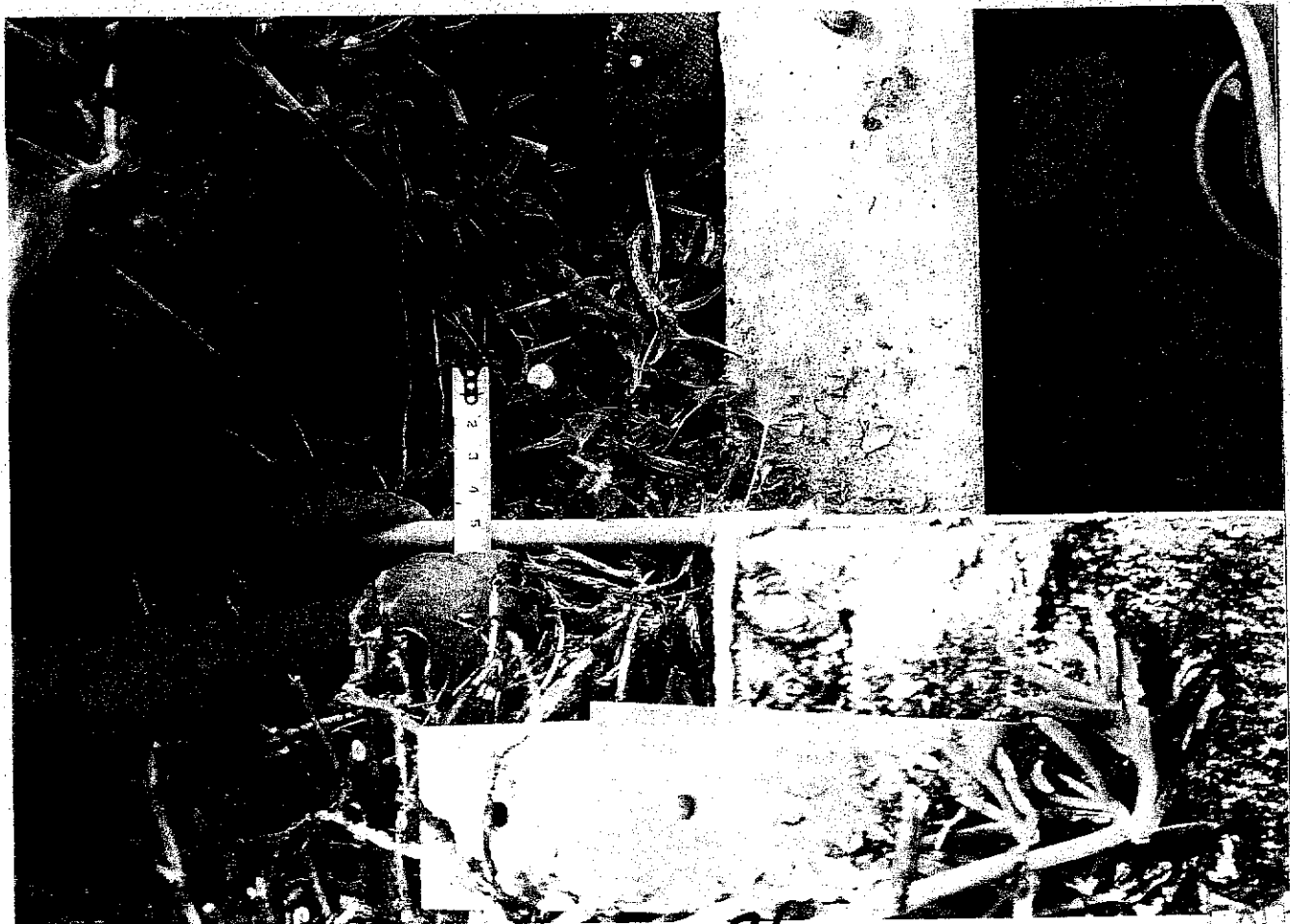
If the parties could resolve the property boundary issue, then Mr. Bussey stated that he could reach the issue of the safety and stability of the proposed improvements. To that end, Ms. Eaton contacted the Bakers' engineer, Mr. Peterson, and asked him about a discreet portion of her proposed improvements, without divulging her removal of the drainage field for the retaining wall, her destruction of a portion of the wall's footing or anything else for that matter. Mr. Peterson wrote Ms. Eaton a letter in reliance on her characterization of her improvement. Once we heard about Mr. Peterson's letter, we forwarded to him a copy of our letter to the County, along with your staff report, and asked him to evaluate the improvements **as** a whole. We would be happy to forward you his evaluation as soon as we receive it.

Finally, I left you a voicemail message requesting a copy of Jeff Martin's report from Ifland Engineering, submitted at the Zoning Administration Hearing by **Ms.** Eaton. We would greatly appreciate the receipt of this report. Thank you so much for your attention to this matter. Please do not hesitate to call should you have any comments or questions.

Sincerely yours,

  
CASEY D. MARTIN

CDM:lms  
encl.







10:10 AM Sunday Nov. 7th, 2004

took picture of surveyors mark

4 pm Sunday Nov 7th, 2004 (somed

went out to take picture with an  
camera and the stake had been ren

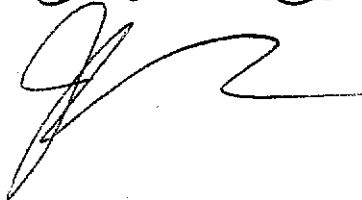
We took a picture of a wooden dau  
that we placed into the hole made by the  
removal of the surveyor stake

Witnessed by

Johnny C Baker

Joyce Baker

Calvin Carr



## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS AGREEMENT is made and entered into and is effective on the last of the dates set forth below in the County of Santa Cruz, State of California, by and between JOHNNY C. BAKER and JOYCE A. BAKER as Trustees of the Baker Family Trust dated October 8, 1991 (hereinafter "Bakers"), SUSANNA NOBLE EATON and RAY EATON (hereinafter "Eatons"), RICHARD E. ALDERSON, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust (hereinafter "Alderson"), AVALON STRUCTURAL, INC. and ROGER PASE, its principal, (hereinafter "Avalon/Pase") with reference to the following:

### RECITALS

A. Bakers own real property located at 92 Sunset Drive, Watsonville, California, ("the Baker property") known as Lots 47 and 48, APN: 046-183-13.

B. Alderson is the record owner of real property located at 93 Sunset Drive, Watsonville, California, Lot 45, APN: 046-183-16.

C. Eatons reside at the real property owned by Alderson, and are purchasing said property under an installment sale contract. Susanna Noble Eaton has resided at 93 Sunset Drive ("the Eaton property") since 1993.

D. Until November 11, 1998, two walls were located at the common boundary between the Baker and Eaton property: a wooden retaining wall, located on the Bakers' side of the common boundary, and a brick wall, located immediately inside the Eaton property, on the downhill side of the common boundary. On or about November 11, 1998, the wooden retaining wall failed, causing the brick wall to fail, and causing damage to the Eaton property and to Susanna Noble's (Eaton's) personalty. Bakers' insurance carrier, State Farm Insurance, paid \$15,000 to Susanna Noble (Eaton) on or about April 28, 2000, in exchange for Noble's (Eaton's) release.

E. Thereafter, it was decided that a new block wall ("the new wall") would be constructed. Alderson and Bakers entered into an Easement Agreement and Grant of Easement (hereinafter "Easement Agreement") which recorded on August 9, 2000, Official Records of Santa Cruz County, as Instrument No. 2000-0038467.

F. On or about August 24, 2000, Avalon/Pase entered into a contract with Bakers to construct a new wall to replace the failed walls. Avalon/Pase claimed that Susanna Noble (now Eaton) was also a party to the contract. The Easement Agreement referenced in Recital E, among other things, permitted the footings of the new wall to encroach on the Eaton property, and also provided that a perforated drainage pipe would encroach on the Eaton property. Additionally, the Easement Agreement provided that Bakers would be responsible for the repair and maintenance of the easement and improvements, and that Bakers would restore the Eaton property to the same condition it was in before each and every construction, repair or maintenance of the subject improvements.

G. After August, 2000 Eatons alleged various claims against Bakers including without limitation, breach of the easement agreement and torts. Eatons have also conditionally alleged breach of contract and torts against Avalon/Pase. Eatons have explicit authorization from Alderson to pursue any and all claims against Bakers and Avalon/Pase with respect to the Eaton property.

H. The dispute was mediated on August 14, 2003, but did not then settle. Thereafter, the parties continued to discuss settlement and have now resolved their various claims.

I. It is now the desire and intention of the parties to settle and resolve fully all disputes, differences, and claims which exist or may exist between them as of the date of this Agreement, pertaining to the construction of the wall, Bakers' initial duties of repair and maintenance after the August, 2001 construction of the wall, and Eatons' claims against Bakers and Avalon/Pase for restoration of their backyard following construction of the wall in August, 2001.

NOW, THEREFORE, in consideration of the mutual promises and releases contained herein, the parties agree as follows:

1. **BAKERS/STATE FARM SHALL PAY \$8,000 TO EATONS.** Upon execution of this Agreement and the **First** Amendment to Easement Agreement, Bakers and their carrier State Farm Insurance shall pay the sum of \$8,000 to Eatons.

2. **BAKERS TO ALTER PERFORATED DRAINAGE PIPE.** At their sole cost and expense, Bakers shall alter *the* course of the perforated drainage pipe which protrudes through the new wall from the Bakers' side of the wall to the Eaton's side, and which extends out to the front of the Eaton property. Bakers shall remove the perforated drainage pipe and shall alter its course by creating a 90 degree angle to the west [?] such that the perforated pipe will parallel the property line between Bakers and Eatons, on the Baker side of the new wall, and shall extend to the west [?] out to Sunset Drive; along the common boundary between Bakers and Carrs, the owners of Lot 46. Bakers shall obtain any permits which are necessary to alter the course of the perforated drainage pipe and shall also, at their sole cost and expense, obtain any engineering services which may be necessary to accomplish the alteration in the drainage pipe. Moreover, Bakers shall, at their sole cost and expense, undertake any necessary procedures to fill the hole in the retaining wall from which they remove the perforated pipe, should any such ancillary

procedures be necessary in the opinion of their engineer. Bakers shall arrange with Eatons a mutually acceptable time for the above procedure, in view of the winter weather and the Eatons' construction plans in their backyard.

3. **AMENDMENT TO EASEMENT AGREEMENT.** The parties to the Easement Agreement shall execute a First Amendment to Easement Agreement in the form attached hereto and incorporated herein by this reference as Exhibit A. Said First Amendment references the alteration in the course of the perforated drain pipe and makes conforming changes to the Bakers' duties of repair and maintenance of the encroachments. All other provisions of the existing Easement Agreement remain unchanged and remain in full force and effect.

4. **EATONS MAY SEAL/RESURFACE WALL.** In their sole discretion and at their sole cost and expense, Eatons may waterseal and resurface the new wall on the Eatons' side. Said watersealing and resurfacing have been approved by Andrew Petersen, the engineer who designed the new wall, as coriirmed by the Petersen letter of December 5, 2003 attached hereto and incorporated herein by this reference as Exhibit B.

Should any party's alterations to the new wall cause damage to any other party or constitute a breach of any duties under the parties' agreements or under California law, the aggrieved party may pursue any and all legal or equitable remedies as against the party who caused said damage. [TOM DWYER: Is this inconsistent with remedies provided for in Easement Agreement? I think it's OK but check it.]

5. **AVALON/PASE CONTRIBUTION.** Avalon/Pase alleges that Bakers owe Avalon/Pase the approximate sum of \$3,500 under the contract for construction of the new wall. Avalon/Pase hereby renounces its claim to payment, and authorizes Bakers to contribute the sum of \$3,500 towards the overall \$8,000 monetary settlement herein.

6. **RELEASE OF ALL CLAIMS.** Each party does hereby for himself/herself/itself and his/her/its heirs, executors, administrators, successors and assigns, release and absolutely and forever discharge each other party, and all respective agents, attorneys, employees, officers, directors, heirs, executors, administrators, successors, assigns; predecessors, parents, of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which he/she/it now has, owns, or holds, or at any time heretofore ever had, owned, or held or could, shall or may hereafter have, own, or hold against any other party based upon or arising out of any matter, cause, fact, thing, act, or omission whatsoever occurring or existing at any time to and including the date hereof pertaining to the construction of the wall, Bakers' initial duties of repair and maintenance after the August, 2001 construction of the wall, and Eatons' claims against Bakers and Avalon/Pase for restoration of their backyard following construction of the wall in August, 2001.

It is the intention of the parties in executing this Agreement and in paying and receiving the consideration called for by this Agreement that this Agreement shall be effective as a full and final accord and satisfaction and mutual general release of and from all matters described above.

7. **WAIVER OF SECTION 1542.** It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

8. **REPRESENTATION RE OWNERSHIP OF CLAIMS.** Each party warrants and represent to each other party that he/she/it is the sole and lawful owners of all right, title and interest in and to all of the respective released matters and that he/she/it has not heretofore voluntarily, by operation of law or otherwise, assigned or transferred or purported to assign or transfer to any person whomsoever any part or portion thereof of any claim, demand or right against each other party. Each party shall indemnify, defend, protect and hold each other party harmless from and against any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, actions, or causes of action (including payment of attorneys' fees and costs actually incurred whether or not litigation be commenced) based upon or in connection with or arising out of any assignment or transfer or purported or claimed assignment or transfer of any such right.

9. **ADVICE OF COUNSEL.** The parties enter into this Agreement freely and voluntarily and with the advice and consent of counsel of their choice. The Agreement shall be construed according to the rules of construction generally applicable to negotiated contracts under the laws of the State of California and, as such, the rule that any ambiguities are to be construed against the drafting party shall not be applied in interpreting this Agreement.

10. **BENEFICIARIES.** This Agreement is not for the benefit of any person who is not a party signatory hereto or specifically named a beneficiary in this paragraph. The provisions of this Agreement and the releases contained herein shall extend and inure to the benefit of and be binding upon the respective legal successors and assigns of each of the parties.

11. **LEGAL REPRESENTATION.** The parties acknowledge that they have been represented by legal counsel in connection with the execution of this Agreement, and that both they and their legal counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the consideration specified herein.

12. **NO ADMISSION.** This Agreement and the releases contained herein and the payment of the consideration referred to herein affect the settlement of claims which *are* denied and contested, and neither anything contained herein nor the payment of any sum provided for herein shall be construed as an admission by any party of any liability of any kind to any other party. Each party -expressly denies that he/she/it or any of them is in any way liable or indebted to any other party for any amount or in any manner: except for the obligations explicitly set forth in this Settlement Agreement and Release of All Claims.

13. **ATTORNEYS' FEES.** Each party shall bear his/her/its own attorneys fees in this matter through settlement, including execution of this Agreement and any necessary ancillary documents. In the event of any future legal proceedings arising out of this Agreement, the prevailing party in such proceedings shall be entitled to recover a reasonable sum as attorneys' fees. In addition to the foregoing award of attorneys' fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to enforce any judgment in connection with this Agreement. This provision is separate and several and shall survive the merger of this provision into any judgment.

14. **LEGAL PROCEEDINGS/VENUE.** Any action arising out of or pertaining to this Agreement shall be maintained in the County of Santa Cruz.

15. **TIME OF ESSENCE.** Time is of the essence of this Agreement. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term: condition, obligation and provision hereof and that the failure to timely perform any of the obligations hereof by either party shall constitute a breach of and a default under this Agreement by the party so failing to perform.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and no representations, warranties, conditions, understandings, or agreements of any kind shall be binding on any party unless incorporated herein. This Agreement shall not be modified or altered except by written agreement signed by the parties.

17. **PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the heirs, successors, executors, administrators, and permitted assigns of each of the parties hereto.

19. **NECESSARY ACTS.** All parties to this Agreement agree to execute, acknowledge and deliver all instruments and to perform all acts reasonably required to carry out the intent of this Agreement.

20. **GOVERNING LAW.** The validity; interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

21. **CAPTIONS.** The captions to the paragraphs of this Agreement are inserted for convenience purposes only, and shall not affect the terms of this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

23. **FAX.** Signatures may be provided by fax, provided that the signator shall immediately provide his/her original signature to the other party through his or her counsel by U.S. Mail or other expeditious delivery.

**Signatures follow on page 7**

**09-Apr-2004 2004-0023695**

Has not been compared with  
original

**SANTA CRUZ COUNTY RECORDER**

RECORDED AT THE REQUEST OF

Richard E. Alderson, Trustee of the  
Richard E. Alderson 1987 Inter Vivos Trust

AND WHEN RECORDED RETURN TO:

Sara Clarenbach, Esq.  
Newman, Marcus & Clarenbach, LLP  
331 Capitola Avenue, Suite K  
Capitola, CA 95010

I  
I  
I  
}  
}

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**FIRST AMENDMENT TO EASEMENT AGREEMENT AND GRANT OF EASEMENT**

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THIS AGREEMENT is made and entered into and is effective on the last of the dates set forth below in the County of Santa Cruz, State of California, by and between RICHARD E. ALDERSON as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust (hereinafter "Alderson") and JOHNNY C. BAKER and JOYCE A. BAKER as Trustees of the Baker Family Trust dated October 8, 1991 (hereinafter "Bakers"), with reference to the following:

A. The parties hereto entered into an Easement Agreement and Grant of Easement (hereinafter "2000 Easement Agreement") on August 7, 2000 which recorded on August 9, 2000 in Santa Cruz County, as Instrument No. 2000-0038467 of Official Records of Santa Cruz County, a true copy of which is attached hereto and incorporated herein by this reference as Exhibit 1.

B. The parties now desire to amend the 2000 Easement Agreement as follows.

NOW, THEREFORE, in consideration of the mutual promises of the parties, they hereby agree as follows:

1. **BAKERS TO ALTER PERFORITED DRAINAGE PIPE.** At their sole cost and expense, Bakers shall alter the course of the perforated drainage pipe which protrudes through the new wall from the Bakers' side of the wall to the Eaton's side: and which extends out to the front of the Eaton/Alderson/Eaton property. Bakers shall remove all of the perforated drainage pipe except that a section of pipe shall protrude through the wall onto the Alderson/Eaton property under the Eaton patio surface which patio surface Eatons will install. The perforated drainage pipe shall, within the shortest practicable distance, make a 45" angle to the west until it reaches the Carr property (Lot 46 which abuts the Alderson/Eaton property) where the pipe will make a 45" angle to the southwest, and then run southwesterly parallel to the Carr/Alderson/Eaton boundary on the Carr side of the boundary, until the pipe daylights at Sunset Drive. Carrs and Bakers are recording their own separate

Easement/Easement Agreement relative to the Bakers' perforated drainage pipe which will be installed on the Carr property. Bakers shall obtain any permits which are necessary to alter the course of the perforated drainage pipe and shall also, at their sole cost and expense, obtain any engineering services which may be necessary to accomplish the alteration in the drainage pipe. The parties agree that the existing hole at the south end of the wall, which acts as a vent and clean out, may be covered by a removable air-permeable cover; but otherwise shall remain accessible at all times. Bakers shall arrange with Eatons a mutually acceptable time for the above procedure, in view of the winter weather and the Eatons' construction plans in their backyard.

2. **LIMITED ENCROACHMENT FOR PERFORATED DRAINAGE PIPE.** Effective upon completion of the steps set forth in paragraph 1 above, the parties amend the following provisions from the 2000 Easement Agreement, at unnumbered page 2, paragraph 1:

In addition, a perforated drainage pipe conducting water from the above-described retaining wall will be constructed underground along and located within 5' inside of the boundary between Lot 45 and Lot 46 (depending upon the discovery of existing underground utilities or improvements) as shown on Exhibit A, on the Carr (Lot 46) side of the boundary after the perforated drainage pipe has exited the Alderson/Eaton property as described in the Settlement Agreement and Release of All Claims to which this document is an Exhibit.

The parties further amend the following provision from the 2000 Easement Agreement, at unnumbered page 2, paragraph 2:

In addition, Richard E. Alderson, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust, hereby grants to Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated October 8, 1991, an exclusive easement for an underground perforated drainage pipe to extend out of the downhill side of the wall and then a 45° angle to the west until the pipe enters the Carr property (Lot 46). As shown on Amended Exhibit 2 (2004), the sole purpose of said perforated drainage pipe is to conduct water from behind the retaining wall off the Baker property in an efficient manner.

ADN 046-183-13  
046-183-16

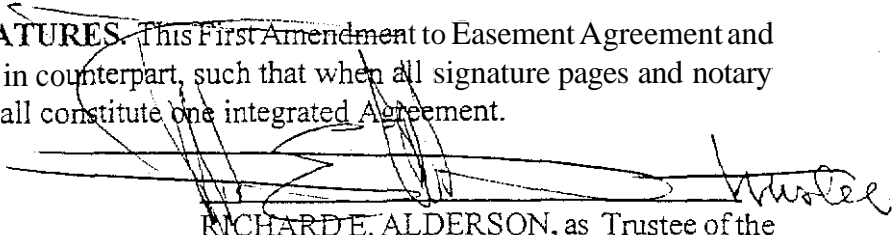
3. **PERMANENT SURVEY MARKERS.** Permanent survey markers have been placed at each corner of the common Baker-Alderson/Eaton property line to mark the two property corners at the locations which the Eatons' surveyor has determined.

4. **NO FURTHER CHANGES TO THE 2000 EASEMENT AGREEMENT.** In all other respects, the 2000 Easement Agreement remains unchanged and in full force and effect.

5. **COUNTERPART SIGNATURES.** This First Amendment to Easement Agreement and Grant of Easement may be executed in counterpart, such that when all signature pages and notary blocks are affixed, the Agreement shall constitute one integrated Agreement.

DATED:

3/21/04

  
RICHARD E. ALDERSON, as Trustee of the  
Richard E. Alderson 1987 Inter Vivos Trust

DATED: \_\_\_\_\_

\_\_\_\_\_  
JOHNNY C. BAKER, Individually, and  
as Trustee of the Baker Family Trust Dated  
October 8, 1991

DATED: \_\_\_\_\_

\_\_\_\_\_  
JOYCE A. BAKE?, Individually, and  
as Trustee of the Baker Family Trust Dated  
October 8, 1991

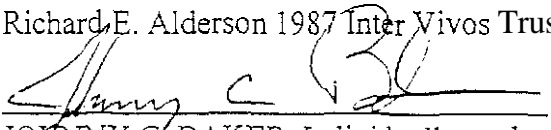
H:\sc\eaton\doc\1st amend to esmnt agmt.final.3.12.04.wpd

5. **COUNTERPART SIGNATURES.** This First Amendment to Easement Agreement and Grant of Easement may be executed in counterpart, such that when all signature pages anti notary blocks are affixed, the Agreement shall constitute one integrated Agreement.

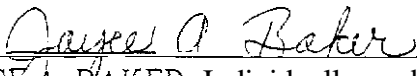
DATED: \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. ALDERSON, as Trustee of the  
Richard E. Alderson 1987 Inter Vivos Trust

DATED: 3-19-04

  
\_\_\_\_\_  
JOHNNY C. BAKER, Individually, and  
as Trustee of the Baker Family Trust Dated  
October 8, 1991

DATED: 3-19-04

  
\_\_\_\_\_  
JOYCE A. BAKER, Individually, and  
as Trustee of the Baker Family Trust Dated  
October 8, 1991

H:\seleton\doc\1st amend to esmnt agmt.final.3.12.04.wpd

STATE OF Hawaii )  
 ) ss:  
COUNTY OF Hawaii )

On March 26, 2004, before me, one Rosario, a Notary Public in and for said County and State, personally appeared Richard E. Alderson, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust personally known to me (or probed to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

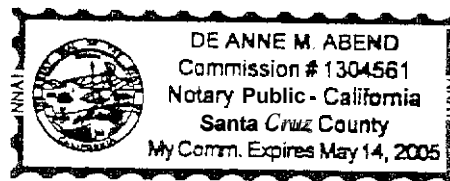
L. S. [Signature]  
NOTARY PUBLIC, State of Hawaii  
My Commission Expires: 12-13-2006

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SANTA CRUZ )

On March 19, 2003, before me, DeAnne M Abend, a Notary Public in and for said County and State, personally appeared Johnny C. Baker Individually, and as Trustee of the Baker Family Trust Dated October 8, 1991 ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

DeAnne M Abend  
NOTARY PUBLIC

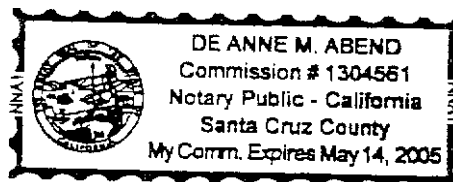


STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF SANTA CRUZ )

On March 1, 2004, before me, DeAnne M Abend, a Notary Public in and for said County and State; personally appeared Joyce A. Baker Individually, and as Trustee of the Baker Family Trust Dated October 8, 1991 ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity, and that by her signature on the instrument the person or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DeAnne M Abend  
NOTARY PUBLIC



Recorded at the Request of:

John M. Gallagher, Esq.

When Recorded Mail to:

John M. Gallagher, Esq.  
Bossa, Williams, Sachs, Attack & Gallagher  
P O Box 1822  
Santa Cruz CA 95061-1822

Recorded  
Official Records  
County Of  
SANTA CRUZ  
RICHARD W. BEDAL  
Recorder

REC FEE 31.00  
CC CONF .00  
LC CONF .00

03:16PM 05-Aug-2000 BLS  
Page 1 of 9

2000-0038467

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EASEMENT AGREEMENT AND GRANT OF EASEMENT

EXHIBIT

EXHIBIT 1 PAGE 1 OF 9

EASEMENT AGREEMENT AND GRANT OF EASEMENT

Richard E. Alderson, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust  
is the owner of the following described real property in the County of Santa Cruz, State of  
California:

COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA:

BEING LOT 45, AS THE SAME IS SHOWN AND DESIGNATED ON  
THAT CERTAIN MAP ENTITLED, "MAP OF SUNSET BEACH  
SUBDIVISION, BEING A PART OF SAN ANDREAS RANCHO, SANTA  
CRUZ COUNTY, CALIFORNIA. SURVEYED BY W. H. WILLIAMS  
JUNE 1929". FILED FOR RECORD IN THE OFFICE OF THE COUNTY  
RECORDER ON JULY 26, 1929, IN MAP BOOK 25, PAGE 5. SANTA  
CRUZ COUNTY RECORDS.

APN: 046-183-16

Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated  
October 8, 1991, are the owners of the following described real property in the County of  
Santa Cruz, State of California:

COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA:  
LOTS 47 AND 48, AS SHOWN ON THE MAP ENTITLED "MAP OF  
SUNSET BEACH SUBDIVISION, BEING A PART OF SAN ANDREAS  
RANCHO, SANTA CRUZ COUNTY, CALIFORNIA" FILED FOR  
RECORD JULY 26, 1929 IN VOLUME 25 OF MAPS AT PAGE 5, SANTA  
CRUZ COUNTY RECORDS.

APN: 046-183-13

The above-described property of Richard E. Alderson Trustee of the Richard E.  
Alderson 1987 Inter Vivos Trust, is shown on the Corner Record of Lot Survey performed  
for Johnny and Joyce Baker by Jeff A. Roper, Civil Engineer & Land Surveyor, as Lot 45  
on the exhibit attached hereto and incorporated by reference herein as Exhibit A. The above

EXHIBIT

EXHIBIT 1 PAGE 2 OF 9

described properties of Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated October 8, 1991, are shown on the exhibit attached as Exhibit A as Lots 48 and 47. Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated October 8, 1991 want to construct a new retaining wall to replace an existing and failing retaining wall along the western boundary of Lot 47 as shown on Exhibit A and the eastern boundary of Lot 45 as shown on Exhibit A. While the retaining wall will be constructed inside the western boundary of Lot 47, a portion of the footing for said retaining wall needs to be constructed inside the eastern boundary of Lot 45. Said footing will be constructed underground and 3 feet inside the eastern boundary of Lot 45. In addition, a perforated drainage pipe conducting water from the above-described retaining wall will be constructed underground along and located 2 to 3 feet inside the boundary between Lot 45 and Lot 46 (depending upon the discovery of existing underground utilities or improvements) as shown on Exhibit A.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Richard E. Alderson, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust, does hereby grant to Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated October 8, 1991, an exclusive easement for a portion of the footing of the retaining wall, said footing to be constructed underground and 3 feet inside the eastern boundary of Lot 45 as shown on Exhibit A where said boundary meets with the western boundary of Lot 47 as shown on Exhibit A. In addition, Richard E. Alderson, as Trustee of the Richard E. Alderson 1987 Inter Vivos Trust, hereby grants to Johnny C. Baker and Joyce A. Baker, as

EXHIBIT G

②

44

EXHIBIT 1 PAGE 3 OF 9

Trustees of the Baker Family Trust dated October 8, 1991, an exclusive easement for an underground perforated drainage pipe to be 2 to 3 feet inside and along the boundary between Lot 45 and Lot 46 (depending upon the discovery of existing underground utilities or improvements) as shown on Exhibit A, the sole purpose of said perforated drainage pipe being to conduct water from the retaining wall off the property in an efficient manner. The aforesaid easements for the footing of the retaining wall and for the underground perforated drainage pipe shall be appurtenant to and for the benefit of the real property owned by Johnny C. Baker and Joyce A. Baker, as Trustees of the Baker Family Trust dated October 8, 1991 and shall include the right to construct, repair and maintain the footing for the retaining wall and the underground perforated drainage pipe in accordance with their purpose. Johnny C. Baker and Joyce A. Baker individually and as Trustees of the Baker Family Trust dated October 8, 1991 agree that: (1) they shall be responsible for obtaining all permits for the construction of the above referenced improvements at their sole cost and that they and their successors and assigns shall be forever responsible for the repair and maintenance of the above described easement and improvements; (2) that they will indemnify and fully defend any owner or tenant of the Alderson property for liability arising from the described easement or improvements; (3) that they will restore the Alderson property to the same condition it was in before each and every construction, repair, or maintenance of the subject improvements.

EXHIBIT E

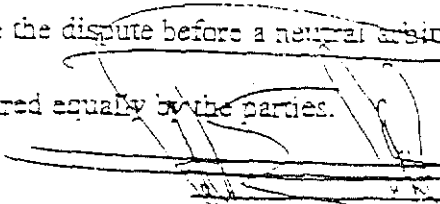
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EXHIBIT 1 PAGE 4 OF 9

Richard E. Alderson, individually and as Trustee of the Richard E. Alderson 1987 Intervivos Trust and John C. Baker and Joyce A. Baker, individually and as trustees of the Baker Family Trust dated October 8, 1991 agree for themselves and for their successors and assigns that should any dispute arise regarding the easement or the construction, maintenance, or repair of the easement improvements, that they shall engage a neutral mediator in an attempt to resolve the dispute before proceeding to arbitrate or litigate the dispute. In the event that mediation is unsuccessful, the parties agreed that they shall enter into binding arbitration to resolve the dispute before a neutral arbitrator. The costs of any mediator or arbitrator shall be shared equally by the parties.


Dated: 7/31/00

  
Richard E. Alderson, as Trustee of the  
Richard E. Alderson 1987 Inter Vivos Trust

Dated: 8-7-00

  
John C. Baker, individually and as trustees  
of the Baker Family Trust dated October 8,  
1991

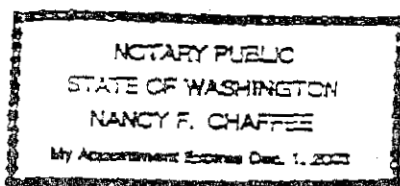
Dated: 8-7-00

  
Joyce A. Baker, individually and as trustees  
of the Baker Family Trust dated October 8,  
1991

STATE OF WASHINGTON )  
COUNTY OF San Juan ) ss.

On 7/3/10 before me, Nancy F. Chaffee Notary Public,  
personally appeared Richard E. Alderson, as Trustee of the Richard E. Alderson 1987  
Inter Vivos Trust personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.



Nancy F. Chaffee  
Notary Public, State of Washington

(Seal)

EXHIBIT G

EXHIBIT 1 PAGE 6 OF 9

(5)

47

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

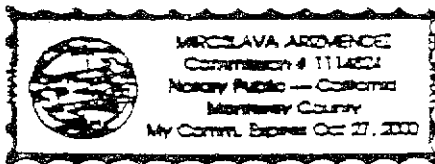
County of Monterey } SS.

On August 7, 2000 before me, Miroslava Arizmendez

personally appeared Johnny C. Baker

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Miroslava Arizmendez  
 Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Encumbrance Agreement & Grant of

Document Date: 8-7-00 Number of Pages: 5

Signer(s) Other Than Named Above: Joyce A. Baker

### Capacity(ies) Claimed by Signer

Signer's Name: Johnny C. Baker

- ☒ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: SUF

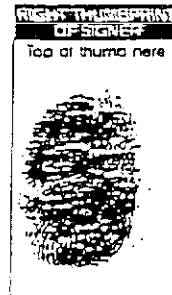


EXHIBIT G

IT 1 PAGE 7 OF 9

48

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

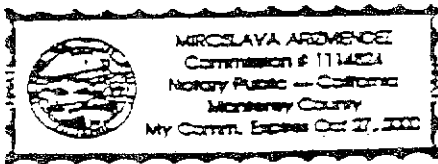
State of California

County of Monterey } ss.

On August 7, 2000 before me, Miroslava Arzomendez  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Joyce A Baker  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Miroslava Arzomendez  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Easement Agreement & Grant of Easement

Document Date: 8-7-2000 Number of Pages: 5

Signer(s) Other Than Named Above: Johnny C. Baker

### Capacity(ies) Claimed by Signer

Signer's Name: Joyce A. Baker

- ☒ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer is Representing: Self

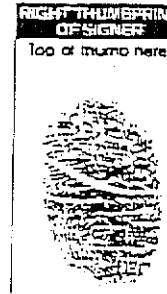


EXHIBIT G

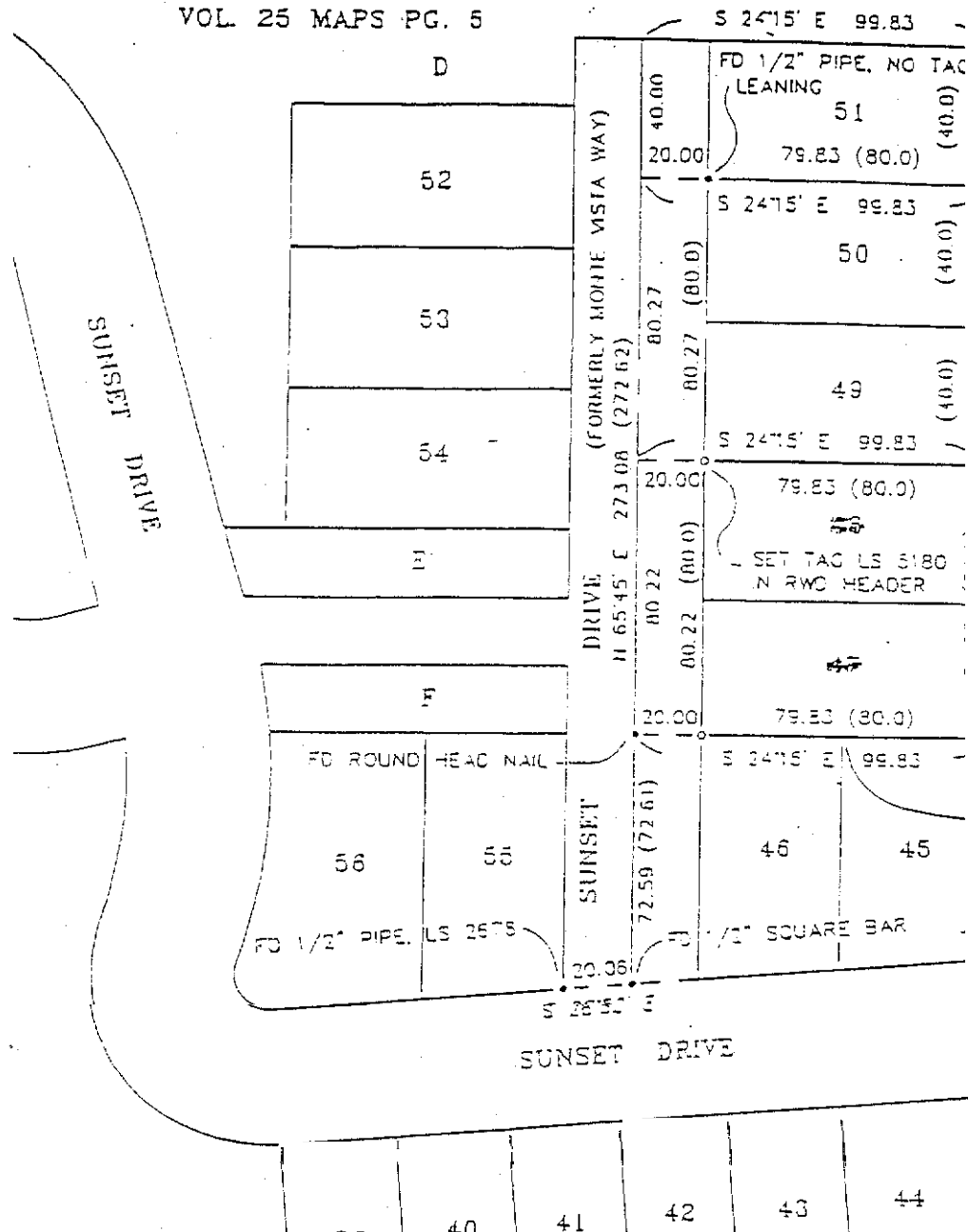
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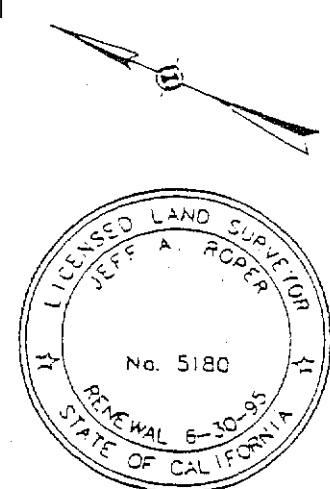
EXHIBIT

PAGE 8 9

SUNSET BEACH SUBDIVISION  
VOL. 25 MAPS PG. 5

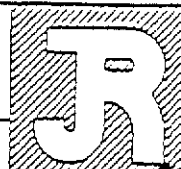


FD 1/2" PIPE, NO TAG  
FD 1/2" PIPE, LS 6270  
FD. 2X2 HUB W/TACK  
REPLACED WITH 1/2"  
PIPE, LS 5180  
SET TAG LS 5180  
IN CONC. @ BASE  
RETAINING WALL  
3/4" PIPE, LS 2880  
@ BASE RETAINING WALL  
BEARS S 8° E 0.30'  
1' STRIP PER 25 M. S.



CORNER RECORD  
OF LOT SURVEY FOR  
JOHN AND JOYCE BAKER

LOTS 47 & 48 SUNSET BEACH SUB. 25 M S  
SAN ANTONIO RANCHO SANTA CRUZ COUNTY  
APN 46-183-13



JEFF A. ROPER  
CIVIL ENGINEER AND LAND SURVEYOR

125 CHANDLER LANE  
WATSONVILLE, CALIFORNIA 95076  
(408) 724-4818

EXHIBIT

8905 DATE JUNE 1989 SHEET 2 OF 9

8

50

EXHIBIT 1 PAGE 9 OF 9

Baker lots

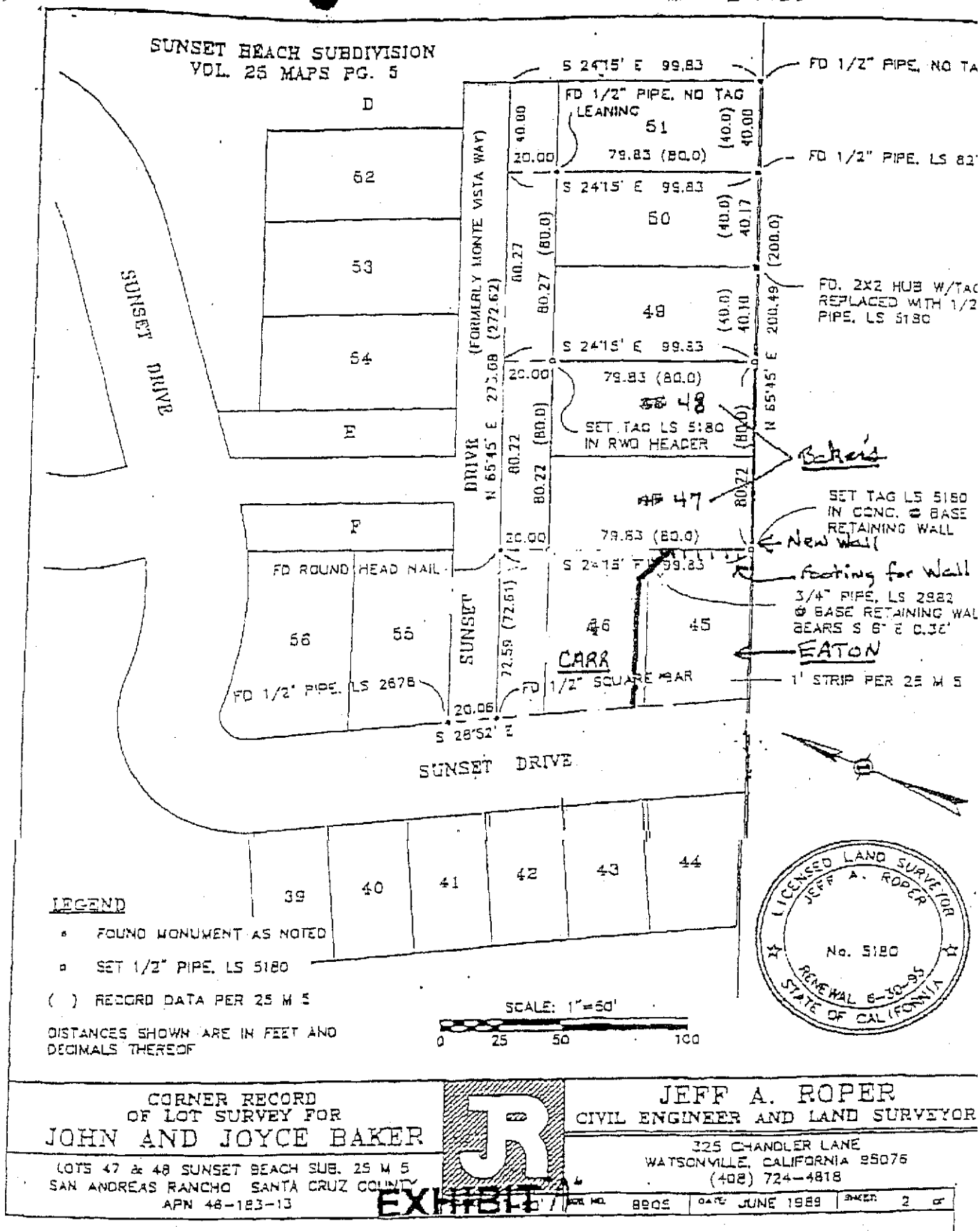


EXHIBIT G

AMENDED EXHIBIT 2 (2004) PAGE 1 OF 1

51

NEW  
TRELLIS

NEW  
FOUNTAIN

EXISTING  
WALL

NEW  
FLAGSTONE



NEIGHBORS

ARCH  
TAKEN  
DOWN



COLOR SAMPLE BOARD  
52

EXHIBIT H

CORNER  
LOT  
NEIGHBOR



PROJECT  
SITE



53  
NEIGHBORHOOD CONTEXT

EXHIBIT K

## SIZE & SHAPE

Your budget and the physical limitations of your site influence the size and shape of your garden pool, but aesthetics and maintenance should be part of your planning as well. Larger pools require more work

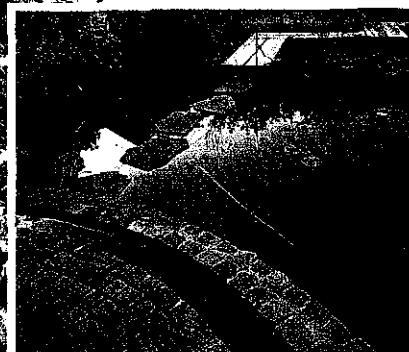
and expense up front, but they may provide more enjoyment and require less upkeep over time. It is easier for a large pool to achieve a balanced ecosystem, which in turn allows fish and plants to contribute much of the maintenance themselves.

First-time pool builders tend to make a pool that is too small, in part

because they underestimate how much water it takes to fill even a modest-sized pool (see page 26-27 for guidelines on estimating pool capacity). Try to look at garden pools that have already been installed to get a mental picture of how large a pool your site can accommodate.

Take along a tape measure so that you can check the dimensions of the pools you examine.

If your visions are larger than your budget, or time is limited, it is perfectly acceptable to construct a pool in stages. Draw up plans for your ultimate pool, then build the first stage using flexible EPDM liner. When you decide to expand, you can attach additional sections of liner to the existing one (see page 39).

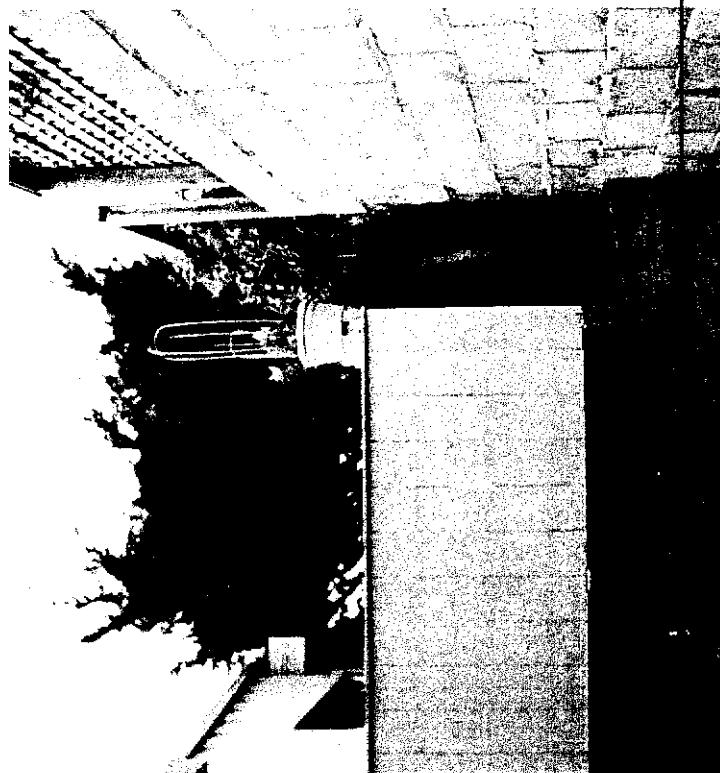
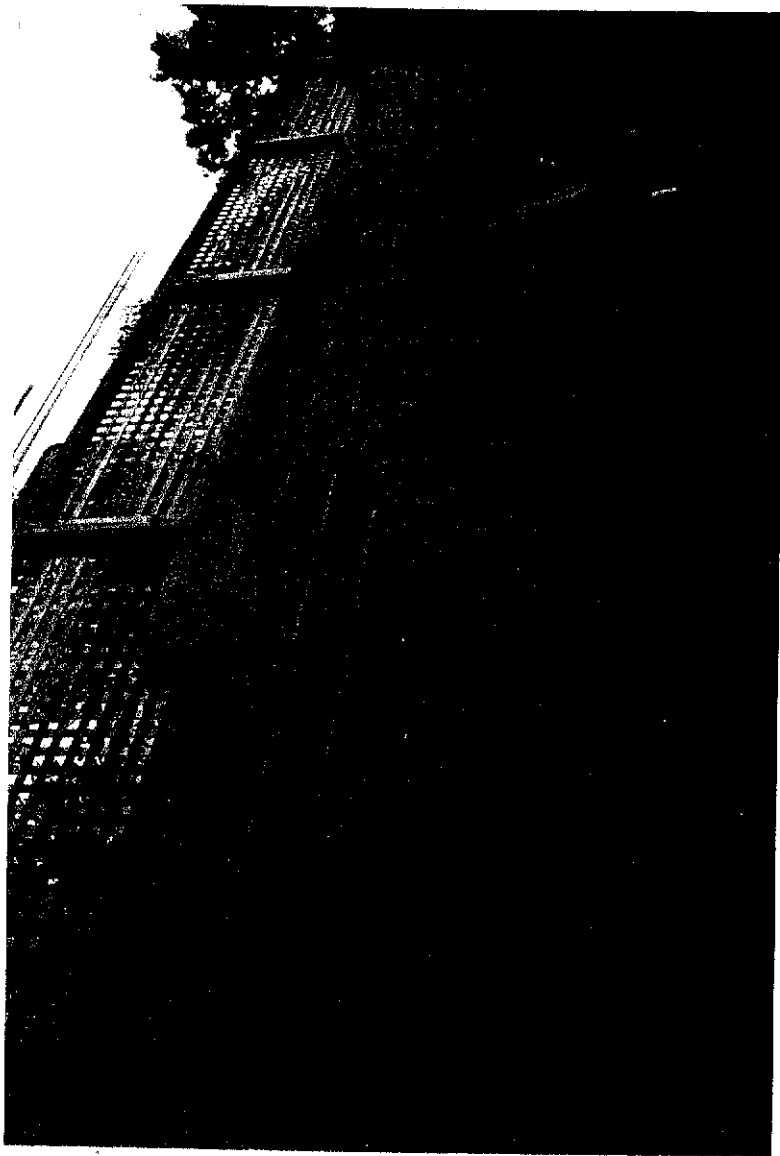


ABOVE: Small cobblestones lead to large rock steps, culminating at a zigzagging wood bridge. The contrast of materials, shapes, and sizes creates an interesting and enjoyable setting.

LEFT: Against a rustic stucco wall, water falls from scalloped bowls into a blue-rimmed pool bedecked with bougainvillea.

EXHIBIT H





**CYPRESS ENVIRONMENTAL AND LAND USE PLANNING**  
**P.O. BOX 1844**  
**APTOS CALIFORNIA**  
Email: [kimt@cvlressenv.com](mailto:kimt@cvlressenv.com)

December 15, 2004

Joan Van der Hoven  
County of Santa Cruz Planning  
701 Ocean Street, 4th Floor  
Santa Cruz, CA 95060

**SUBJECT: COASTAL ZONE PERMIT APPLICATION 04-0419  
FOR APN 46-183-16 (ALDERSON/EATON)**

Dear Joan.

This mailing responds to your letter to Susanna Eaton dated November 8, 2004 requesting three professional investigations be completed before the project can be re-noticed for hearing by the Zoning Administrator. The requested investigations have been completed as documented by the following enclosures:

- New survey and survey report for the rear (east) property line by Mid Coast Engineers, dated December 8, 2004;
- Ifland Engineer's analysis of the structural impact of the proposed fountain on the Baker's retaining wall;
- Review letter from the Baker's consulting engineer, Andrew Petersen, *stating* agreement with Ifland's structural analysis; and
- Ifland Engineer's analysis of the fountain's impact on drainage improvements for the existing retaining wall.

A new survey to re-establish the exact location of the rear property line had to be conducted at the Eaton's expense because previously set survey stakes along ~~the~~ property line were removed by unknown perpetrators. The new survey, conducted on December 6, ~~set~~ new *stakes*. The enclosed report, dated December 8, shows the western face of the retaining wall is located 3"- 5.5" inside the Baker's property ~~line~~ that adjoins Eatons. Therefore the only portion of the wall that extends onto the Eaton property is the footing for the wall for which the Bakers have been granted an easement. In recognition of the exact location of the wall, the Eatons will be making a minor modification to their project to ensure that the fountain will not encroach within ~~any~~ minor area of the Baker property. A copy of the minor modification will be submitted to you in January 2005.

Ifland Engineers ~~was~~ retained to provide both a structural engineering analysis and a draiiiage system impact analysis of the improvements proposed by Application 04-0419. Both analyses

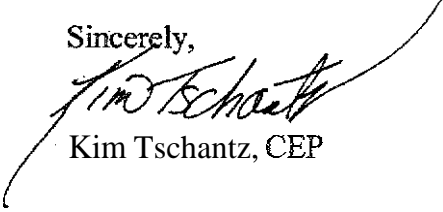
*Environmental Planning and Analysis, Land Use Consulting and Permitting*

conclude that **the** improvements will not result in any impacts. The Baker's engineer has reviewed Ifland's **structural** computations and associated **report** and concurs with the Ifland analysis. In fact, as stated in the Ifland **report**, the proposed fountain will place smaller loads on the retaining wall than **the** original planter design approved by the Bakers and included in their County approved building plans for the wall.

Ifland's second analysis concludes that the fountain will not cause any damage **to** draiiage improvements installed to benefit **the** Baker's retaining wall. The landscaping improvements proposed by **the** Eatons will be too distant from buried drainage **pipes** in their property to affect any drainage system.

These analyses and their enclosed reports address **all** of the concerns stated by the Zoning Administrator and in your letter to Mrs. Eaton. Once the minor project modifications **are** submitted to you in **January**, **the** Eatons would like their project to re-noticed and re-scheduled for public hearing. Please let us know when a new hearing date has **been** set. **Thank** you.

Sincerely,



Kim Tschantz, CEP

Enclosures: 4

cc: **Susanna** and Ray Eaton



**Civil Engineering & Structural Design**  
 1100 Water Street, Suite 2  
 Santa Cruz, CA 95062  
 831.426.5313 Fax 831.426.1763  
 www.iflandengineers.com

## MORANDUM

**TO:** Susanna Eaton  
 93 Sunset Cr., Watsonville, CA 95076  
**RE:** Home at same address

**FROM:** Jeff Marlin

**PROJECT #:** 04101

**DATE:** November 4, 2004

Dear Susanna:

At your request, I have reviewed plans for a retaining wall (signed May 25, 2000) that was constructed adjacent to your north lot line. I understand that Santa Cruz County Planning & Zoning had concerns about whether the construction of a fountain on your patio would affect the drainage system for the retaining wall. According to the plans for the wall (and on site observations made by Kim Tschantz) the retaining wall is drained by a 4" perforated pipe which extends the full length of the wall and penetrates the wall near each end. Because the proposed fountain is to be constructed approximately in the center of the wall, the drain lines are well away (approximately 10'-15') from the work area and should not be disturbed. As long as the drain lines are not inadvertently damaged, the proposed improvements should not adversely affect drainage of the retaining wall.

Sincerely,

Jeff Martin  
 Ifland Engineers, Inc.

**ANDREW H. PETERSEN**

Consulting Engineer  
PO Box 986  
Capitola, Ca 95010  
Phone (831) 685-2006  
**Fax (831) 685-2007**

November 12, 2004

Ms. Susanna Eaton  
93 Sunset Dr.  
Watsonville, CA 95076

Reference: Review of Pond Calculations

File: Baker 1073Eaton Ltr. November **12, 2004**

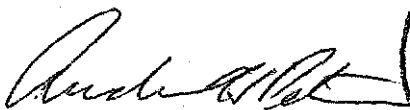
Dear Ms. Eaton:

I have reviewed **the** calculations submitted to you by Jeff **Martin** of Ifland Engineers for a pond to be attached to the retaining wall I designed for the Bakers.

In my opinion, the pond, **as** engineered by Jeff **Martin**, will not negatively impact the designed retaining wall. This is because I had originally **allowed** for a planter **box** at the front of the retaining wall.

Thank **you**.

Yours **truly**,



Andrew H. Petersen  
License No. C21810



AHP:em

cc: John and Joan Baker



**Civil Engineering & Structural Design**

1100 Water Street, Suite 2

Santa Cruz, CA 95062

831.426.5313 Fax 831.426.1763

www.iflandengineers.com

**FOR INDUM**

**TO:** Susanna Eaton  
93 Sunset Dr., Watsonville, CA 95076  
**RE:** Home at same address

**FROM:** Jeff Martin  
**PROJECT #:** 04101  
**DATE:** November 4, 2004

Dear Susanna:

At your request, we have reviewed plans for a planter that was to be constructed atop the footing of a retaining wall along the east property line of your lot. Although you provided the original wall & planter plans to us we do not have a soils report for the site nor the calculations for the design of the wall. As such, we cannot be certain about the adequacy of the original design. However, your question was whether an alternative to the planter consisting of a 10' x 4 1/2' x 2' pond and attached fountain was feasible.

We have calculated the weight per foot of wall and the resulting overturning moment imposed by the original planter design from the original plans and compared those values to the loads that would be imposed by the new design. While the fountain and pond will (at the most) weigh 22% more per lineal foot than the planter, the new design incorporates a new footing which bears on soil in front of the wall footing. The new design will therefore distribute some of the load away from the existing footing. The result is that the new design will place less load and less overturning force on the wall than the original design would have. Moreover, the new fountain occupies only 10 lineal feet of wall while the original planter was to be continuous along the wall for the entire 40'.

While we are not able to determine the overall adequacy of the wall as originally designed or as modified, we are able to verify that the pond and fountain will place smaller loads on the wall than the original planter design.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Martin", is written over a horizontal line.

Jeff Martin  
Ifland Engineers, Inc

**IFLAND ENGINEERS, INC.**

**1100 Water Street, Suite 2  
SANTA CRUZ, CALIFORNIA 95062  
(831) 426-5313 FAX (831) 426-1763**

JOB 5 USANNA EATON # 04101

OF

DATE \_\_\_\_\_

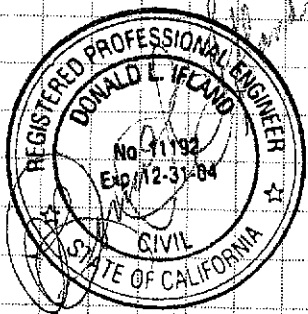
DATE \_\_\_\_\_

2 = 1-0

ORIGINAL DESIGN

Vape to wall = 1240 pLF

APPL TO WALK = 2017 LNF/P



## New Design

$$V_{\text{APPL TO WALL}} = 104^{\text{m}} \text{ p.e.f}$$
$$M_{APOL \text{ TO WALL}} = (1065 \text{ PLF})(.5') = 533 \text{ LB.FT/FT}$$

00 NEW FOUNTAIN MILL

ADDLY LESS VERTICAL

LOAD (1065 PLF < 1240 PLF)

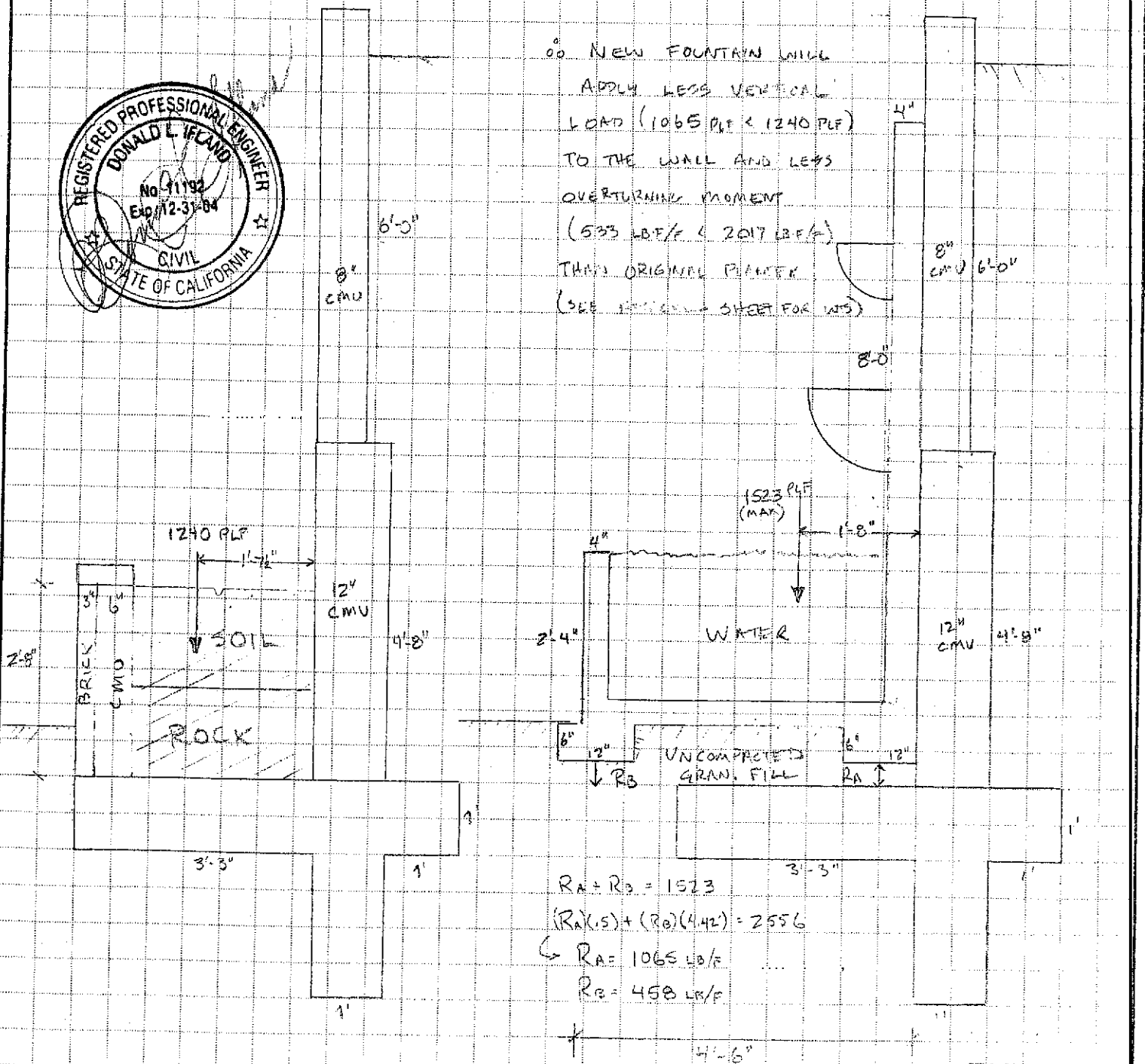
TO THE WALL AND LEFT

OVERTURNING MOMENT

(533 L.B.F./F L 2017 L.B.F./F)

THIS ORIGINAL PLATE

(SEE REVERSE SHEET FOR WTS)


$$R_A + R_B = 1523$$
$$(R_A)(1.5) + (R_B)(4.42') = 2556$$

→  $R_A = 1065 \text{ LB/F}$

$R_B = 458 \text{ LB/F}$

IFLAND ENGINEERS, INC.  
1100 Water Street, Suite 2  
SANTA CRUZ, CALIFORNIA 95062  
(831) 426-5313 FAX (831) 426-1763

JOB SUSANNA EATON #04101  
SHEETNO. 2 OF  
CALCULATED BY JLM DATE 11/14/04  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_

SLAB BRIDGING TO FOOTINGS

$$W_{\text{WATER}} = (2 \text{ ft}) (62.4 \text{ PCF}) = 124.8 \text{ PLF/FT}$$

$$M_{\text{MAX}} = \frac{W L^2}{8} = \frac{(124.8 \text{ PLF/FT}) (3.93 \text{ FT})^2}{8} = 228.8 \text{ FT-LB / LF WALL}$$

CAPACITY OF BOTTOM SLAB (1) #4 BARR CENTERED IN 4" SLAB

$$\rho = 0.146 / (4.12) = 0.008 \quad f_y = 40,000$$
$$f'_c = 3500$$

$$\phi M_n = \phi \rho f_y b d^2 (1 - 1.59 \rho f_y / f'_c)$$

$$= (0.85) (0.008) (40000) (12) (2)^2 (1 - 1.59 (0.008) (40000) / 3500)$$

$$= 1087 \text{ FT-LBS} > 228.8$$

SLAB CIVIL BRIDGE BETWEEN FOOTINGS

Job #04101  
 Susanna Eaton  
 93 Sunset Dr.  
 Watsonville, CA

Original Planter Design

Weight per LF	width (ft)	depth (ft)	unit wt (pcf)	weight/LF	arm to face (ft)	moment about face (ft*lbs)
Soil	2.42	2.5	100	604	1.21	730
Drain Rock	2.42	1.25	100	302	1.21	365
6"CMU Block	0.5	2.92	150	219	2.66	582
Brick Facing	0.25	2.92	120	88	3	263
Brick Top	0.92	0.25	120	28	2.83	78
				1240		2017
Neglects any weight from plants or water				weight		effective arm (ft)
				1240		1.63

New Fountain Design

Weight Per LF	width (ft)	depth (ft)	unit wt (pcf)	weight/LF	arm to face (ft)	moment about face (ft*lbs)
Back Wall	0.33	8	150	396	0.17	65
Back Footing	1	0.5	150	75	0.50	38
Slab	4.5	0.33	150	223	2.25	501
Front Footing	1	0.5	150	75	4.33	325
Front Wall	0.33	2	150	99	4.17	413
Water	3.833333		62.4		2.25	1075
				1346		2416

Shell Weight	weight	arm to face (ft)	moment about face (ft*lbs)
Large shell	78.72	1.08	85
water	50.33	0.54	27
Small shell	35.09	0.67	23
water	12.97	0.33	4
	177.11		140
	total weight		total moment
	1523.26		2556
		effective arm	1.6782024

Ra 1065  
 Rb 458.26  
 moment 2556.495

EXHIBIT



# Mid Coast Engineers

Civil Engineers and Land Surveyors

70 Penny Lane, Suite A - Watsonville, CA 95076

Phone: (831) 724-2580

Fax: (831) 724-8025

e-mail: [mce@midcoastengineers.com](mailto:mce@midcoastengineers.com)

Richard A. Wadsworth  
Civil Engineer

Arthur L. Bliss  
Civil Engineer

Stanley O. Nielsen  
Land Surveyor

Lee D. Vaage  
Land Surveyor

Jeff S. Nielsen  
Land Surveyor

December 8, 2004

Kim Tschantz  
P.O. Box 1844  
Aptos, CA 95001

Re: Lands of Susanna Eaton / Lot 45 Sunset Beach Subdivision / Watsonville, CA

Dear Mr. Tschantz,

On 12/06/04 Mid Coast Engineers located the face of a concrete retaining wall at the rear of the above said Lot 45. The location of the wall is detailed on the accompanying sketch.

Sincerely,

Jeff S. Nielsen, L.S. 6832



Cc: Susanna Eaton

25 M 5

3" 47

EXISTING  
CONCRETE WALL

5' 1/2"

PROPERTY  
BOUNDARY

46

45

SKETCH SHOWING  
RETAINING WALL LOCATION  
LOT 45  
SUNSET BEACH SUBDIVISION  
SANTA CRUZ CO. CALIFORNIA

SUNSET DRIVE

Mid Coast Engineers  
70 Penny Lane Ste. A  
Watsonville, CA 95076-6020  
Phone (831) 724-2580

DATE 12/06'

LOB No. 032:

APN: 046-183-

NO SCALE.

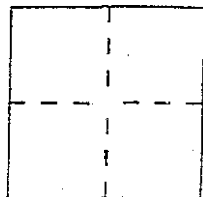
EXHIBIT

# CORNER RECORD

Document Number 507

City of \_\_\_\_\_ County of SANTA CRUZ, California

Brief Legal Description LOT 45 PER 25 M S



## CORNER TYPE

Government Corner ☐ Control ☐  
 Meander ☐ Property ☒  
 Rancho ☐ Other ☐  
 Date of Survey \_\_\_\_\_

## COORDINATES (Optional)

N. \_\_\_\_\_  
 E. \_\_\_\_\_  
 Zone \_\_\_\_\_ Datum \_\_\_\_\_  
 Elev. \_\_\_\_\_

Corner ☐ Left as found ☐ Found and tagged ☐ Established ☐ Reestablished ☒ Rebuilt ☐

Identification and type of corner found Evidence used to identify or procedure used to establish or reestablish the corner:  
SEE SHEET 2 OF 2

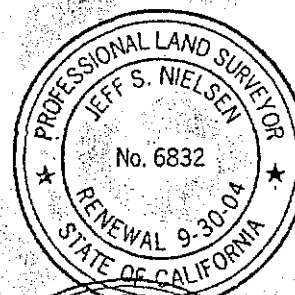
A description of the physical condition of the monument as found and as set or reset: \_\_\_\_\_

SEE SHEET 2 OF 2

## SURVEYOR'S STATEMENT

This Corner Record was prepared by me or under my direction in conformance with the Land Surveyors' Act on 10/07/03

Signed Jeff S. Nielsen L.S. Number 6832

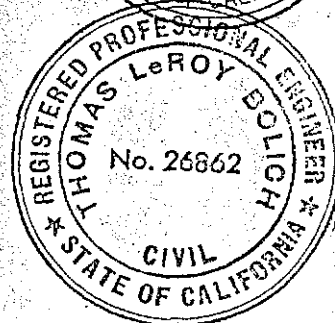


## COUNTY SURVEYOR'S STATEMENT

This Corner Record was received 10-27-03 and examined and filed 10-31-03

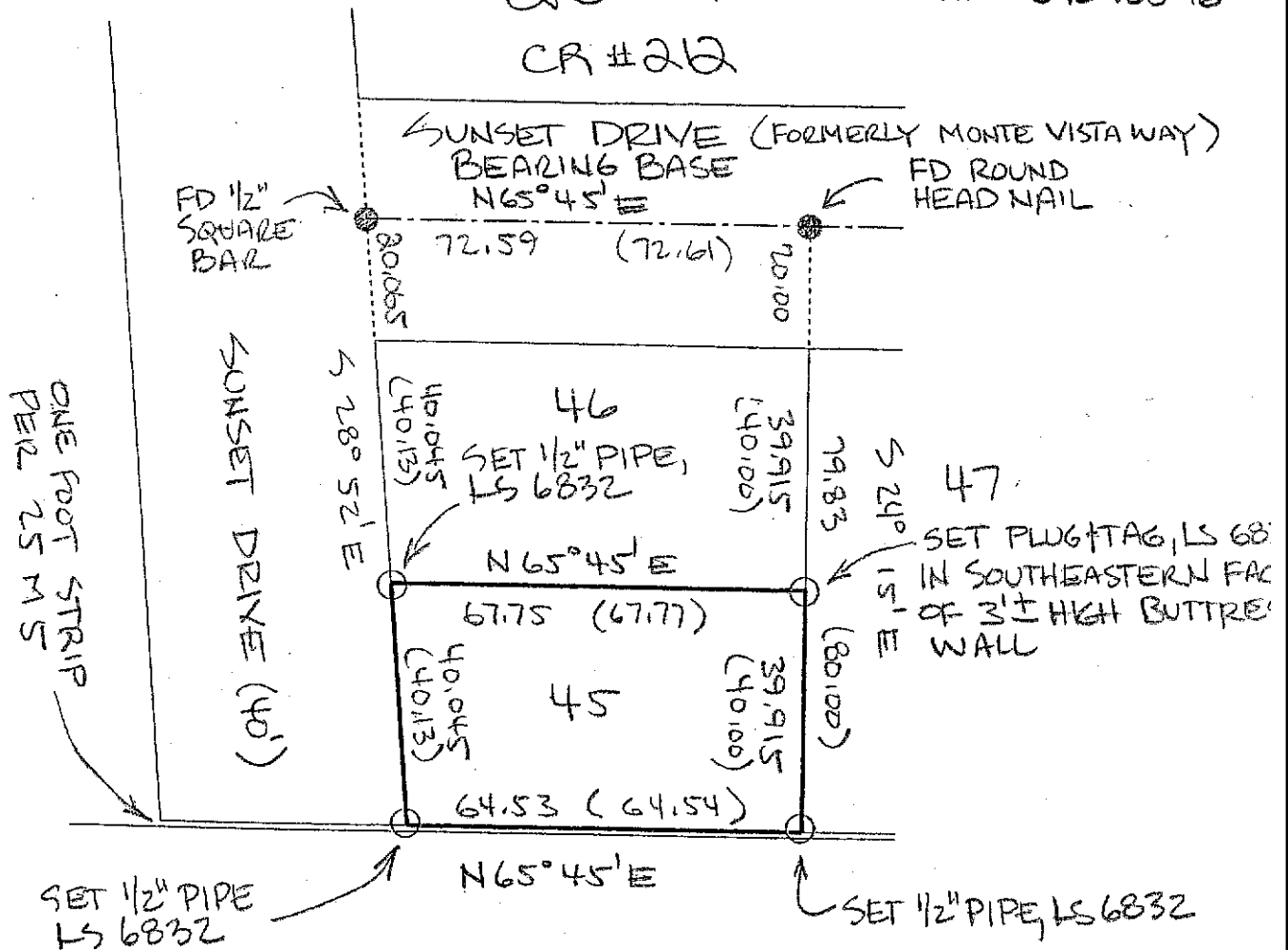
Signed Thomas L. Bolich Title COUNTY SURVEYOR  
THOMAS L. BOLICH, RCNO: 26862, EXP: 03-31-05

County Surveyor's Comment \_\_\_\_\_



DATE: 10/07/03  
 SCALE: 1"=30'  
 JOB No: 03238  
 APN: 046-183-16

25 M 5  
 CR #212



# LEGEND

- ( ) INDICATE RECORD DATA
- RECORD DATA EQUALS MEASURED DATA UNLESS SHOWN OTHERWISE.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- SURVEYED 09/30/03 AT THE REQUEST OF SUSANNA EATON.

CORNER RECORD  
 LOT 45  
 SUNSET BEACH SUB.  
 25 M 5  
 SANTA CRUZ CO. CA.

Mid Coast Engineers  
 70 Penny Lane Ste. A  
 Watsonville, CA 95076-6020  
 Phone (831) 724-2580

SHEET 2 OF 2

EXHIBIT 1