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CALIFORNIA COASTAL COMMISSION

South Coast Area Office
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 Long Beach, CA 90802-4302
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RECORD PACKET COPY

Filed: January 6, 2000
 49th Day: February 24, 2000
 180th Day: July 4, 2000
 Staff: ALK-LB *AK*
 Staff Report: January 18, 2000
 Hearing Date: February 12-15, 2000
 Commission Action:

**STAFF REPORT: REGULAR CALENDAR****APPLICATION NUMBER:** 5-99-423**APPLICANT:** David E. Evans**AGENT:** None**PROJECT LOCATION:** 16291 (A-8) Surfside Avenue, Seal Beach, Orange County

PROJECT DESCRIPTION: Partial demolition of an existing 2-story single-family residence and construction of a new 2,683 square foot, 35' high (plus 4'6" high covered stairwell), 3-story single-family residence with an attached 442 square foot 2-car garage, a 419 square foot roof deck and 472 square feet of seaside deck/patio areas. The decks and patio will extend 10-feet seaward, beyond the property boundary, into land that is leased by the Surfside Colony to the applicant.

LOCAL APPROVALS RECEIVED: City of Seal Beach Approval-in-Concept dated November 10, 1999; City of Seal Beach Height Variation Application No. 99-4; City of Seal Beach Planning Commission Resolution No. 99-34 dated October 20, 1999; Surfside Colony, Ltd. Architectural Committee approval dated October 9, 1999.

SUBSTANTIVE FILE DOCUMENTS: Coastal Development and Administrative Permits P-73-1861, P-75-6364, 5-86-676, 5-87-813, 5-95-276, 5-97-380, 5-98-098, 5-98-412 and 5-99-356-A1; Consistency Determinations CD-028-97 and CD-067-97; and Preliminary Foundation Soils Exploration prepared by Geo-Etka, Inc. (Job No. F-8965-99) dated August 30, 1999.

SUMMARY OF STAFF RECOMMENDATION:

Staff recommends that the Commission **approve** the proposed development subject to three special conditions. The major issue of this staff report concerns development on a beach that could be affected by geologic hazards and flooding. Special Condition No. 1 requires the recordation of assumption-of-risk deed/lease restrictions. Special Condition No. 2 requires the recordation of future improvements deed/lease restrictions. Special Condition No. 3 requires conformance of the design and construction plans to all recommendations contained in the preliminary foundation soils exploration. Commission staff does not recommend a special condition related to future shoreline protective devices due to the presence of a wide sandy beach at the subject site.

STAFF RECOMMENDATION:

The staff recommends that the Commission **APPROVE** the permit with special conditions.

MOTION:

I move that the Commission approve CDP No. 5-99-423 pursuant to the staff recommendation.

Staff recommends a **YES** vote. Passage of this motion will result in adoption of the following resolution and findings. The motion passes only by affirmative vote of majority of the Commissioners present.

RESOLUTION:

I. APPROVAL WITH CONDITIONS

The Commission hereby **GRANTS** a permit, subject to the conditions below, for the proposed development on the grounds that the development will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, is located between the sea and first public road nearest the shoreline and is in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse effects on the environment within the meaning of the California Environmental Quality Act.

II. STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit amendment is not valid and development shall not commence until a copy of the permit amendment, signed by the permittee or authorized agent, acknowledging receipt of the permit amendment and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit amendment will expire two years from the date this permit is reported to the Commission. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit amendment must be made prior to the expiration date.
3. **Compliance.** All development must occur in strict compliance with the proposal as set forth in the permit amendment, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. **Inspections.** The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.

6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

III. SPECIAL CONDITIONS

1. Assumption-of-Risk, Waiver of Liability, and Indemnity Deed Restriction

- A) By acceptance of this permit, the applicant and any landowner acknowledges and agrees (i) that the site may be subject to hazards from waves, storm waves, flooding and erosion; (ii) to assume the risks to the applicant and the property, that is the subject of this permit, of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards, (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from injury or damage due to such hazards; (v) to agree to include a provision in any subsequent sublease or assignment of the development authorized by this permit requiring the sublessee or assignee to submit a written agreement to the Commission for the review and approval of the Executive Director, incorporating all of the foregoing restrictions identified in (I) through (iv).
- B) **PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant and landowner shall execute and record a deed restriction and/or lease restriction as applicable, in a form and content acceptable to the Executive Director incorporating all of the above terms of subsection A of this condition. The deed restriction and lease restriction shall include a legal description of the applicant's and landowner's parcels. The deed restriction and lease restriction shall run with the land, binding all successors and assigns, and shall be recorded free of prior liens that the Executive Director determines may affect the enforceability of the restriction. The deed restriction and lease restriction shall not be removed or changed without a Commission amendment to this coastal development permit.

2. Future Development

- A) This permit amendment is only for the development described in Coastal Development Permit No. 5-99-423. Pursuant to Title 14, California Code of Regulations, section 13250(b)(6), the exemptions otherwise provided in Public Resources Code, section 30610(a) shall not apply. Accordingly, any future improvements to the single family house described in this permit, including but not limited to repair and maintenance identified as requiring a permit in Public Resources Code, section 30610(d) and Title 14, California Code of Regulations, sections 13252(a)-(b), shall require an amendment to Permit No. 5-99-423 from the Commission or shall require an additional coastal development permit from the Commission or from the applicable certified local government.

- B) **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant and landowner shall execute and record a deed restriction and/or lease restriction as applicable, in a form and content acceptable to the Executive Director, reflecting the above restrictions on development. The deed restriction and lease restriction shall include legal descriptions of the applicant's and landowner's parcels. The deed restriction and lease restriction shall run with the land, binding all successors and assigns, and shall be recorded free of prior liens that the Executive Director determines may affect the enforceability of the restriction. The deed restriction and lease restriction shall not be removed or changed without a Commission amendment to this coastal development permit.

3. **Conformance of Design and Construction Plans to Foundation Soils Exploration**

- A. All final design and construction plans, including foundations, grading and drainage plans, shall be consistent with all recommendations contained in the Preliminary Foundation Soils Exploration prepared by Geo-Etka, Inc. dated August 30, 1999. **PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit, for the Executive Director's review and approval, evidence that an appropriately licensed professional has reviewed and approved all final design and construction plans and certified that each of those final plans is consistent with all of the recommendations specified in the above-referenced geologic evaluation approved by the California Coastal Commission for the project site.
- B. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

IV. **FINDINGS AND DECLARATIONS**

The Commission hereby finds and declares:

A. **Project Location and Description**

The lot is located at A-8 Surfside Avenue in the private community of Surfside Colony, in the City of Seal Beach, Orange County, California (Exhibits 1 and 2). The subject site is a beachfront lot located between the first public road and the sea. The proposed development is in an existing private, gated residential community, located south of the Anaheim Bay east jetty. The proposed project is consistent with development in the vicinity and prior Commission actions in the area. There is a wide, sandy beach between the subject property and the mean high tide line.

The proposed project includes the partial demolition of an existing 2-story single-family residence and construction of a new 2,683 square foot, 35' high (plus 4'6" covered stairwell), 3-story single-family residence with an attached 442 square foot 2-car garage, a 419 square foot roof deck and 472 square feet of additional deck/patio areas. The decks and patio will extend 10-feet seaward, beyond the property boundary, into land that is leased by the Surfside Colony to the applicant (Exhibit 3).

B. Hazards

Section 30253 of the Coastal Act states, in part:

New development shall:

(1) Minimize risks to life and property in areas of high geologic, flood, and fire hazard.

(2) Assure stability and structural integrity, and neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.

Flooding and Wave Uprush

The subject site is located at the southern end of Surfside Colony, a private beachfront community in the City of Seal Beach (Exhibit 1). The northern end of Surfside is subject to uniquely localized beach erosion due to the reflection of waves off the adjacent Anaheim Bay east jetty. These reflected waves combine with normal waves to create increased wave energy that erodes the beach in front of Surfside Colony more quickly than is typical at an unaltered natural beach. Since the erosion is the result of the federally owned jetty, the U.S. Army Corps of Engineers has periodically replenished the beach. The beach nourishment provides Surfside a measure of protection from wave hazards. However, when the beach erodes, development at Surfside Colony may be exposed to wave uprush and subsequent wave damage.

The especially heavy wave action generated during the 1982-83 El Nino winter storms caused Surfside Colony to apply for a coastal development permit for a revetment to protect the homes at Surfside's northern end. The Commission approved Coastal Development Permit No. 5-82-579 for this revetment, and Coastal Development Permit No. 5-95-276 for the repair of the revetment. The Commission also approved Consistency Determinations CD-028-97 and CD-67-97 for the most recent beach nourishment at Surfside performed by the U.S. Army Corps of Engineers completed in July 1997.

The revetment and widened beach protect the northern end of Surfside Colony from wave uprush. However, a wide sandy beach provides the only protection for the central and southern areas of Surfside Colony, in which the subject property is located. No revetment protects this southern lot. At present, the beach material placed at the northern end of Surfside is naturally transported to the central and southern beach areas, thereby serving as the primary source of material for the wide sandy beach in front of the subject property.

Though beach erosion occurs at Surfside Colony, the continuing federal replenishment program maintains a beach that is at least 750 feet wide at the proposed project site. Consequently, a seawall is not deemed necessary. Therefore, the Commission finds that a future shoreline protective device special condition is not required for the development approved by permit number 5-99-423. This decision is consistent with prior Commission actions in the subject area, including 5-99-356A1 (Mattingly) and 5-98-412 (DiLuigi).

While a seawall is not required at the subject site, the presence of a wide sandy beach does not preclude wave uprush damage and flooding from occurring at Surfside during extraordinary circumstances. Strong storm events like those that occurred in 1994 and

1997 can cause large waves to flood Surfside. However, the Foundation Soils Report prepared by Geo-Etka, Inc. did not identify wave uprush or flooding as a potential development concern at the subject site.

The proposed project has decks and a patio area which encroach ten feet seaward beyond the subject site's seaward property line onto a ten foot wide strip of land owned by Surfside Colony, Ltd. (which serves as the homeowners' association). Surfside Colony leases its property to the applicant and adjacent homeowners for construction of patios. The proposed development is consistent with existing development in Surfside Colony. However, while the proposed project will not be located any further seaward than other residences in the area, the subject site is still subject to significant wave hazards, as described previously. Therefore, the Commission finds it necessary to require the recordation of an assumption-of-risk deed restriction and lease restriction by the applicant and Surfside Colony, Ltd. (Special Condition No. 1). With this standard waiver of liability condition, the applicant and Surfside Colony, Ltd. are notified that the lot and improvements are located in an area that is potentially subject to flooding and wave uprush hazards that could damage the applicant's property. The applicant and Surfside Colony, Ltd. are also notified that the Commission is not liable for such damage as a result of approving the permit for development. In addition, the condition insures that future owners and lessors of the property will be informed of the risks and the Commission's immunity of liability.

The assumption-of-risk condition is consistent with prior Commission actions for homes in Surfside since the 1982-83 El Nino storms. For example, the Executive Director issued Administrative Permits 5-97-380, 5-98-098, and more recently Coastal Development Permits 5-98-412 (Cox) and 5-99-356A1 (Mattingly) with assumption-of-risk deed restrictions for improvements to existing homes. In addition, the Commission has consistently imposed assumption-of-risk deed restrictions on construction of new homes throughout Surfside, whether on vacant lots or in conjunction with the demolition and replacement of an existing home (Exhibit 4).

Therefore, the Commission finds that extraordinary hazards exist from wave up-rush and flooding at the subject site and requires, per Special Condition No. 1, that assumption-of-risk deed and lease restrictions be recorded by the applicant and Surfside Colony, Ltd. for the development that is approved by this permit on the applicant's and Surfside Colony, Ltd.'s property.

Foundation Design

The proposed project requires reconstruction of the existing foundation system. The proposed structure will be supported by existing driven wood piles and new concrete caissons or piles tied together with grade beams. The approximate pile depth is expected to be 20 feet. A Preliminary Foundation Soils Exploration prepared by Geo-Etka, Inc. (Job No. F-8965-99) dated August 30, 1999 was submitted by the applicant. The report indicates that the site is suitable for the proposed development. The Preliminary Foundation Soils Exploration includes certain recommendations to increase the degree of stability of the proposed development. The recommendations included in the Soils Exploration address foundation design, earth pressure, seismic conditions, demolition and tree removal, and grading.

In order to assure that risks are minimized, the geotechnical consultant's recommendations must be incorporated into the design of the project. As a condition of approval (Special Condition No. 3), the applicant shall submit grading and foundation plans signed by the geotechnical consultant indicating that the recommendations

contained in the Preliminary Foundation Soils Exploration have been incorporated into the design of the proposed project.

As conditioned by both Special Conditions No. 1 and No. 3, the Commission finds that the proposed project is consistent with Section 30253 of the Coastal Act which requires that geologic and flood hazards be minimized, and that stability and structural integrity be assured.

C. Public Access

Section 30212 of the Coastal Act states, in relevant part:

(a) Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects except where:

(2) adequate access exists nearby...

The subject site is a beachfront lot located between the nearest public roadway and the shoreline in the private community of Surfside (Exhibit 2). A pre-Coastal (1966) boundary agreement between Surfside Colony and the California State Lands Commission fixes the boundary between state tide and submerged lands and private uplands in Surfside (Exhibit 5). As a result of this boundary agreement, Surfside Colony, Ltd. owns a strip of the beach, up to 80-feet in width, adjacent to the homes fronting the ocean. The beach seaward of this area is available for lateral public access.

The proposed project has decks and a patio area which encroach ten feet seaward beyond the subject site's seaward property line onto a ten foot wide strip of land owned by Surfside Colony, Ltd. (which serves as the homeowners' association). Surfside Colony leases its property to the adjacent homeowners for construction of patios. Enclosed living area is not allowed to encroach past the individual homeowner's seaward property line onto Surfside Colony land. The applicant has obtained a lease from Surfside Colony, Ltd. for the proposed encroachment (Exhibit 6).

In past permits, the Commission has consistently allowed the seaward property line of individually owned beachfront lots in Surfside to serve as the enclosed living area stringline. The Commission has also consistently allowed the seaward edge of the ten-foot wide strip of land owned by Surfside Colony, Ltd. to serve as the deck stringline. These stringlines serve to limit encroachment of development onto the beach. The proposed development would conform to these stringlines.

The proposed project would not result in direct adverse impacts, either individually or cumulatively, on vertical or lateral public access. In addition to the beach seaward of the fixed boundary between State and private lands, public access, public recreation opportunities and public parking exist nearby in Sunset Beach, an unincorporated area of Orange County at the southeastern end of Surfside. In addition, the proposed project provides parking consistent with the standard of two parking spaces per residential dwelling unit, which the Commission has regularly used for development in Surfside. To guarantee that the future development of the property can be evaluated for consistency with Section 30212 of the Coastal Act, the Commission finds it necessary that the applicant and landowner, prior to issuance of this permit, record a future improvement deed and lease restriction per Special Condition No. 2.

Therefore, as conditioned, the Commission finds that the proposed development would not result in significant adverse impacts on public access nor public recreation. Thus, the Commission finds that the proposed development, as conditioned, would be consistent with Section 30212 of the Coastal Act.

D. Height and Views

Section 30251 of the Coastal Act states, in relevant part:

The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas...

The existing home is approximately 25' high. The proposed development will increase the height of the building to 35' high with a 4'6" high covered stairwell (Exhibit 3). The City of Seal Beach approved the proposed covered roof access structure (CRAS) through Height Variation 99-4, adopted by the Planning Commission as Resolution No. 99-34. The Commission typically has limited residential development in Surfside, except for chimneys and roof access staircase enclosures, to a 35-foot height limit. This is to minimize the visual effect of a large wall of buildings along the beach that results when homes are constructed to maximize use of the City established building envelope. The approved project would be consistent with the 35-foot height limit and with heights of other homes in Surfside.

A fence surrounding Surfside Colony, as well as several rows of existing homes, currently block public views from Pacific Coast Highway (State Route 1), the first public road paralleling the beach. The subject site is not visible from the highway. Thus, the approved development on the subject site would not further degrade views from Pacific Coast Highway. In addition, since the approved development will not encroach seaward past existing homes in Surfside Colony, no existing public views along the shoreline would be blocked by the approved development. Therefore, the approved development is consistent with Section 30251 of the Coastal Act.

E. Local Coastal Program

Section 30604 of the Coastal Act provides for the issuance of coastal development permits directly by the Commission in regions where the local government having jurisdiction does not have a certified local coastal program. The permit may only be issued if the Commission finds that the proposed development will not prejudice the ability of the local government to prepare a Local Coastal Program, which conforms with the Chapter 3 policies of the Coastal Act.

On July 28, 1983, the Commission denied the City of Seal Beach Land Use Plan (LUP) as submitted and certified it with suggested modifications. The City did not act on the suggested modifications within six months from the date of Commission action. Therefore, pursuant to Section 13537(b) of the California Code of Regulations, the Commission's certification of the land use plan with suggested modifications expired. The LUP has not been resubmitted for certification since that time.

The proposed development, as conditioned, is consistent with the Chapter Three policies of the Coastal Act. Therefore, the Commission finds that the proposed development as

conditioned would not prejudice the ability of the City to prepare a certified coastal program consistent with the Chapter Three policies of the Coastal Act.

F. California Environmental Quality Act

Section 13096 of Title 14 of the California Code of Regulations requires Commission approval of Coastal Development Permits to be supported by a finding showing the permit, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California Environmental Quality Act (CEQA). Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment.

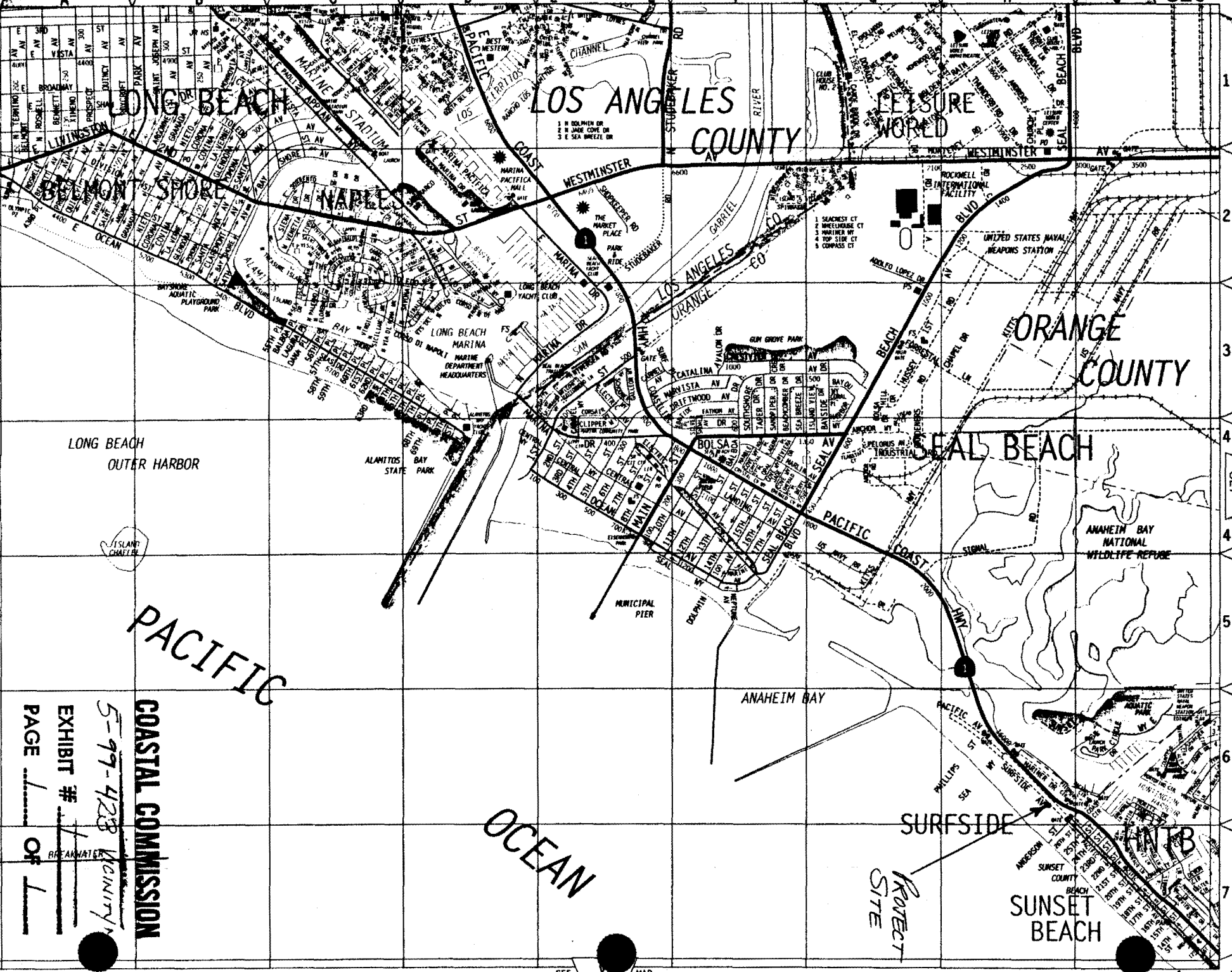
The proposed project is located in an urban area. All infrastructures necessary to serve the site exist in the area. As conditioned, the proposed project has been found consistent with the hazard, public access and scenic view policies of Chapter 3 of the Coastal Act. Mitigation measures requiring assumption-of-risk and future improvement deed/lease restrictions and conformance with geotechnical recommendations will minimize any significant adverse effects that the activity may have on the environment.

As conditioned, no feasible alternatives or feasible mitigation measures are known, beyond those required, which would substantially lessen any identified significant effect which the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned is consistent with CEQA and the policies of the Coastal Act.

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LA 825

SEE MAP



LONG BEACH

LOS ANGELES COUNTY

PLEASURE WORLD

ORANGE COUNTY

SEAL BEACH

PACIFIC OCEAN

OCEAN

PROTECT SITE

SUNSET BEACH

ORANGE CO.

SEE 827 MAP

MAP

COASTAL COMMISSION
 5-99-428
 EXHIBIT # 1
 PAGE 1 OF 1
 MAJORITY

SEE MAP

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CALIFORNIA
COASTAL COMMISSION

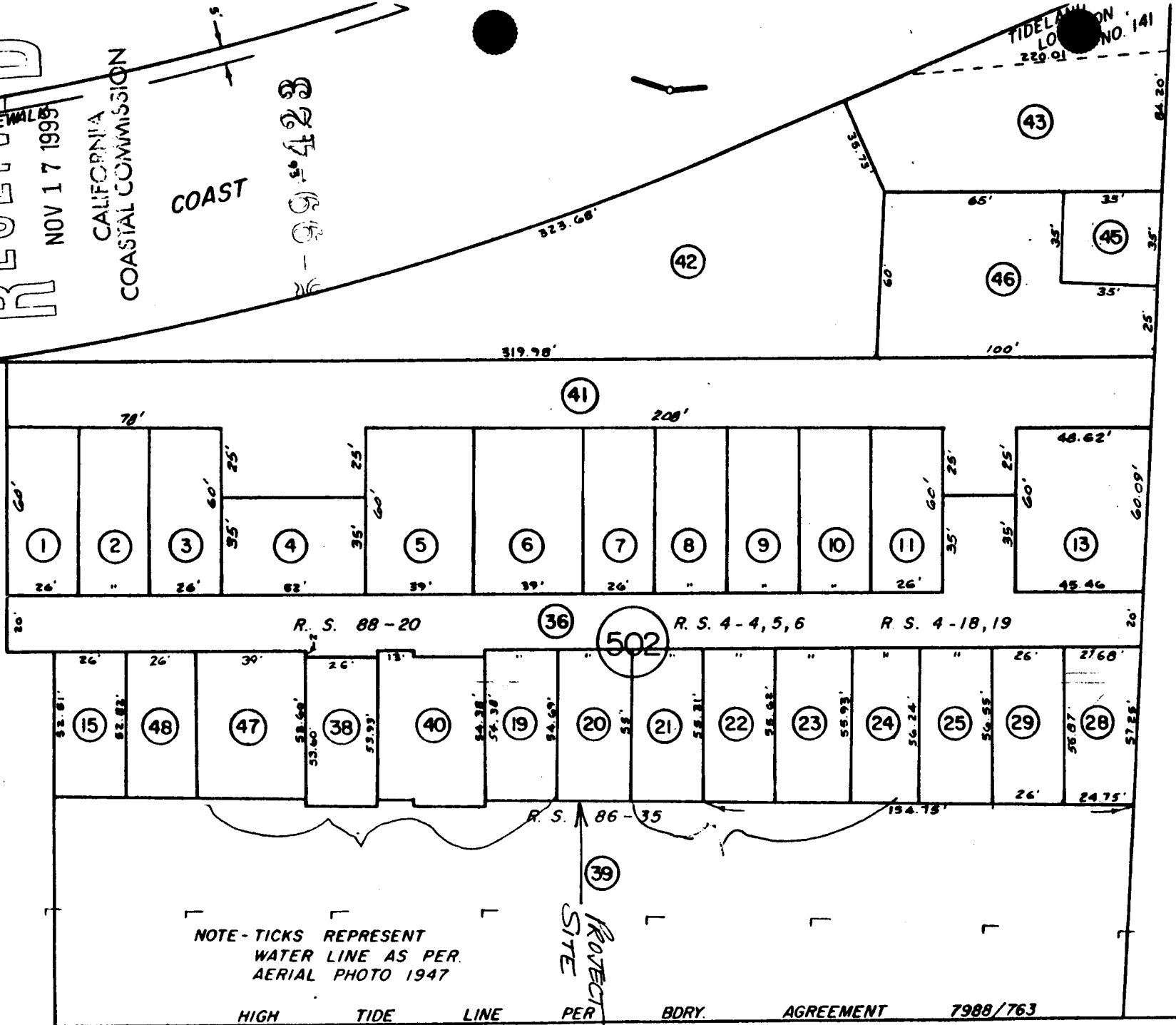
S.W. LINE OF SIDEWALK

COAST

5-99-423

TIDELAND
LOCATION NO. 141
229.01

49



NOTE - TICKS REPRESENT
WATER LINE AS PER
AERIAL PHOTO 1947

HIGH TIDE LINE PER BDRY. AGREEMENT 7988/763

TIDELAND LOCATION NO. 141 R.S. 3-45 NOTE ASSESSOR'S BLOCK 8
PARCEL NUMBERS
SHOWN IN CIRCLES

COASTAL COMMISSION

5-99-423

EXHIBIT # 2

PAGE 1

MARCH 1974

46

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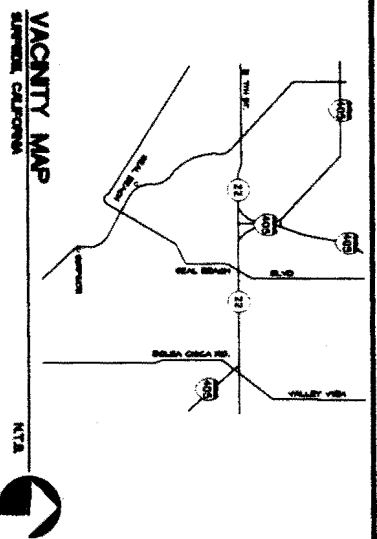
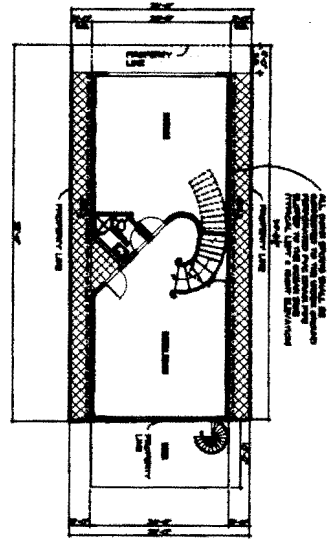
ANDERSON

RECEIVED
 JAN 6 2000

CALIFORNIA
 COASTAL COMMISSION

**EVANS RESIDENCE
 RENOVATION**

AT
 LOT NO. A-8
 SURFSIDE, CALIFORNIA 90743



SQUARE FOOTAGE SUMMARY

BLDG. DEPARTMENT AND COUNTY / JURISDICTION AREA	100 SQ. FT.
FIRST FLOOR	100 SQ. FT.
THIRD FLOOR	100 SQ. FT.
TOTAL FLOOR AREA	200 SQ. FT.
ROOF AREA	100 SQ. FT.
OTHER AREA	0 SQ. FT.
TOTAL AREA	300 SQ. FT.

CONSULTANTS

ARCHITECT	EVANS & YELP
ENGINEER	EVANS & YELP
LANDSCAPE ARCHITECT	EVANS & YELP
PLANNING	EVANS & YELP
OTHER	EVANS & YELP

PROJECT DATA

LOT NO.	A-8
BLDG. CODE	100 SQ. FT.
OWNER	MRS. JULIE EVANS

INDEX OF DRAWINGS

1	INDEX, FINAL DATA, VACANCY MAP, SITE PL.
2	FIRST AND SECOND FLOOR PLAN
3	THIRD FLOOR AND ROOF PLAN
4	EXTENSION ELEVATIONS- FRONT & LEFT
5	EXTENSION ELEVATIONS- FRONT & RIGHT

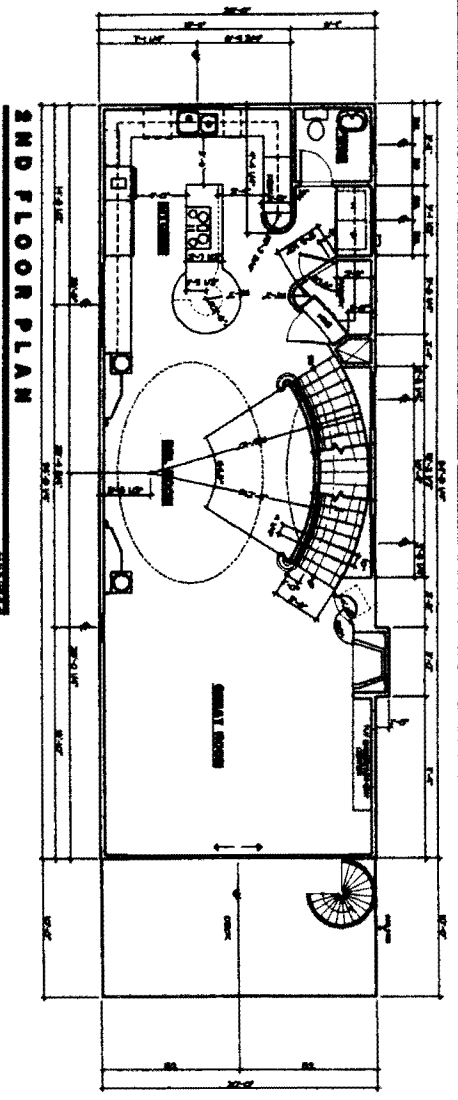
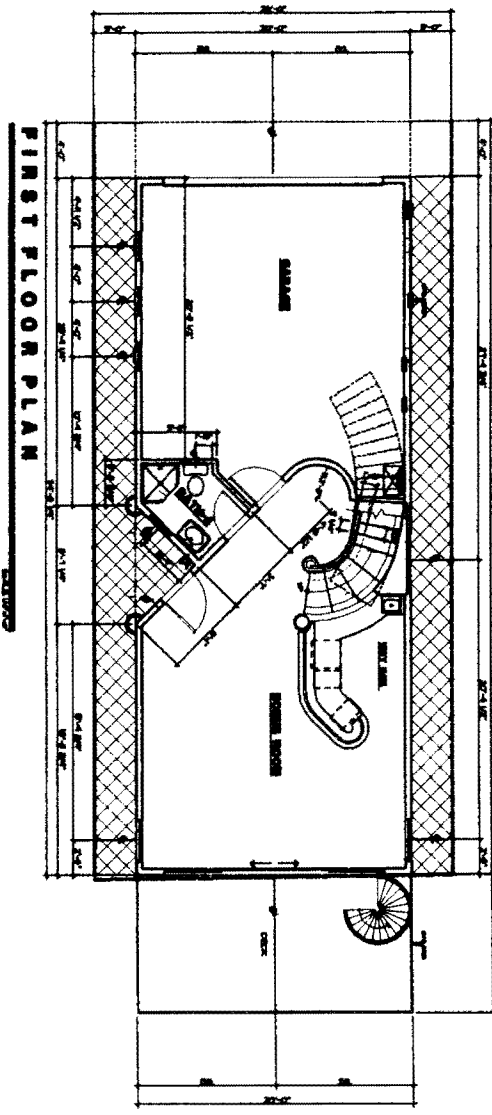
OWNERS
 MR. DAVID EVANS
 MRS. JULIE EVANS
 A-8 SURFSIDE
 SURFSIDE, CA 90743
 TEL. (562) 998-0040

DATE: 12/29/99
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO. 423

EVANS & YELP
 ARCHITECTS & ENGINEERS
 11111 BAYVIEW BLVD.
 SUITE 100
 BAYVIEW, CA 94026

PROJECT TITLE / SHEET TITLE:
MR. AND MRS. EVANS RESIDENCE
 A-8 SURFSIDE, SURFSIDE, CA 90743
 PROJECT DATA / TITLE SHEET

ROOHLAN ASSOCIATES, INC.
 COASTAL COMMISSION
 5-9-00
 423 PROJECT PLANS



FIRST FLOOR PLAN

2ND FLOOR PLAN

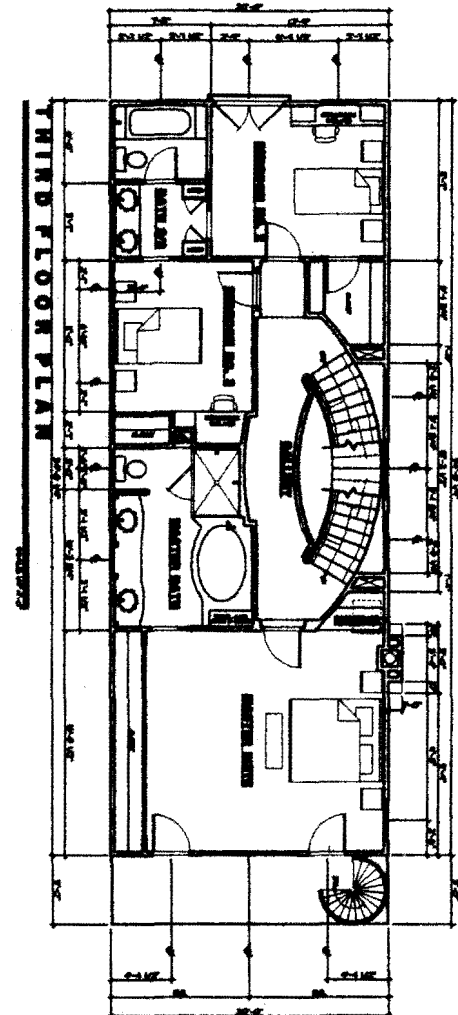
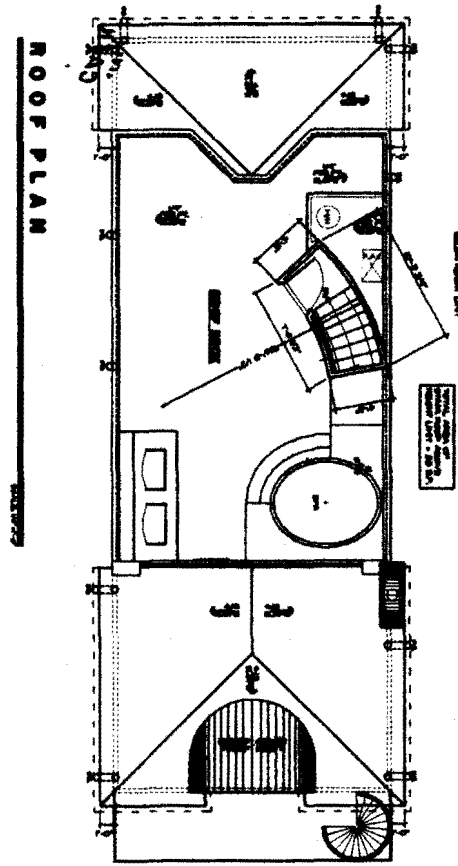
DATE: 12/20/88
 SCALE: 1/4" = 1'-0"
 DRAWN BY: J.E.
 CHECKED BY: J.E.
 200 100 0010



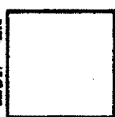
PROJECT TITLE / SHEET TITLE:
MR. AND MRS. EVANS RESIDENCE
 44 SUFFER, SUFFER, CA 92748
 1ST / 2ND FLOOR PLAN

ROOHAN ASSOCIATE, INC.
 1000 10th St.
 San Diego, CA 92161
 (619) 551-1111

COASTAL COMMUNITY
 5-423 PROTEEC
 PLANS
 EXHIBIT # 3
 PAGE 2 OF 6



DATE	12/28/88
SCALE	1/4" = 1'-0"
DRAWN BY	J.E.
CHECKED BY	J.E.
NO. OF SHEETS	6
SHEET NO.	3
PROJECT NO.	423
CLIENT	MR. AND MRS. EVANS
ARCHITECT	ROOMAN ASSOCIATES, INC.
DATE OF PLAN	12/28/88
PROJECT NAME	MR. AND MRS. EVANS RESIDENCE
PROJECT ADDRESS	140 SERRA, SERRA, CA 94742
PROJECT TYPE	THIRD FLOOR / ROOF / ROOF DECK PLAN



ROOMAN ASSOCIATES, INC.
ARCHITECTS
140 SERRA, SERRA, CA 94742
TEL: (415) 435-1100

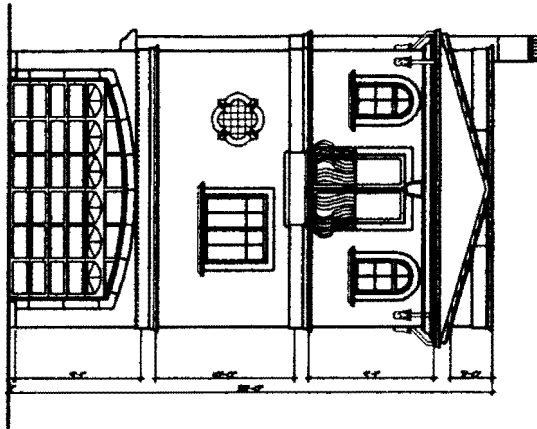
PROJECT NO. / SHEET NO.
MR. AND MRS. EVANS RESIDENCE
140 SERRA, SERRA, CA 94742
THIRD FLOOR / ROOF / ROOF DECK PLAN

ROOMAN ASSOCIATES, INC.
ARCHITECTS
140 SERRA, SERRA, CA 94742
TEL: (415) 435-1100

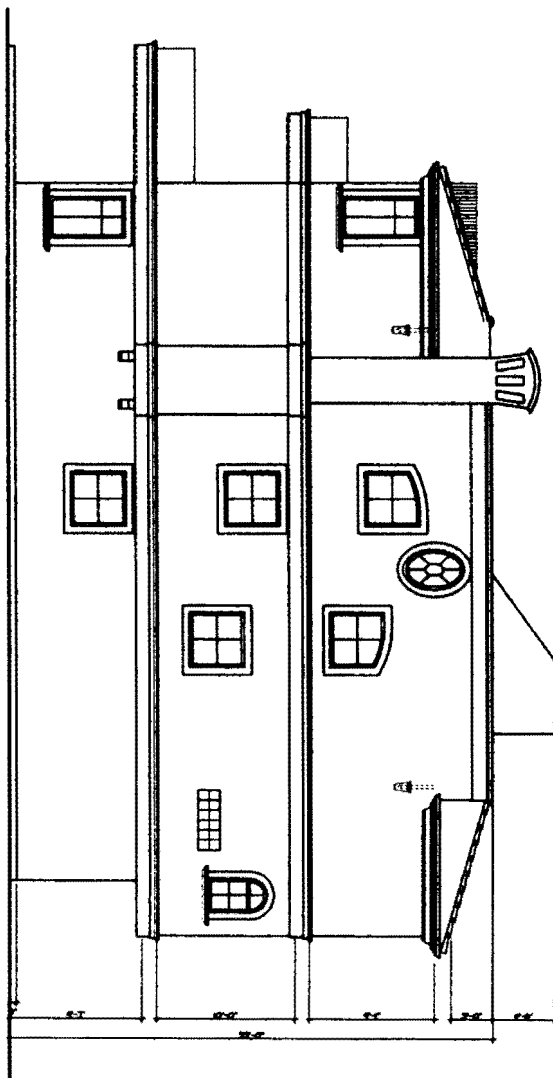
COASTAL COMMISSION
423 PROJECT PLANS

EXHIBIT # 3
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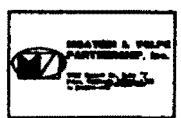
FRONT ELEVATION



LEFT ELEVATION



DATE	12/27/77	
BY	W.A.P.	
CHECKED	W.A.P.	
SCALE	AS SHOWN	
PROJECT	MR. AND MRS. EVANS RESIDENCE	
SHEET	4	
TOTAL SHEETS	6	
REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISED	
2		
3		
4		

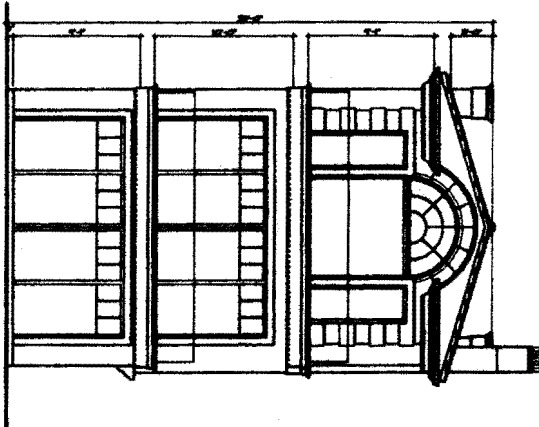


PROJECT TITLE / SHEET TITLE
MR. AND MRS. EVANS RESIDENCE
 4-4 SURFIDE, SURFIDE, CA 90740
 EXTERIOR ELEVATIONS - FRONT & LEFT

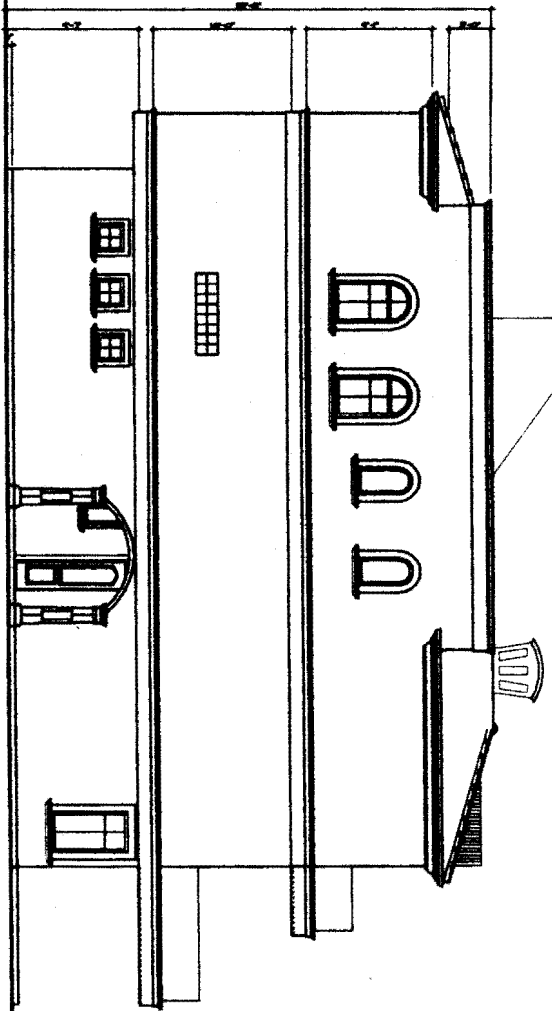


COMMISSION
 423 PROJECT
 PLANS

REAR ELEVATION



RIGHT ELEVATION



DATE	12/28/72
SCALE	1/4" = 1'-0"
PROJECT	123
NO. OF SHEETS	6
SHEET NO.	5
BY	AA
CHECKED	AA
APPROVED	AA

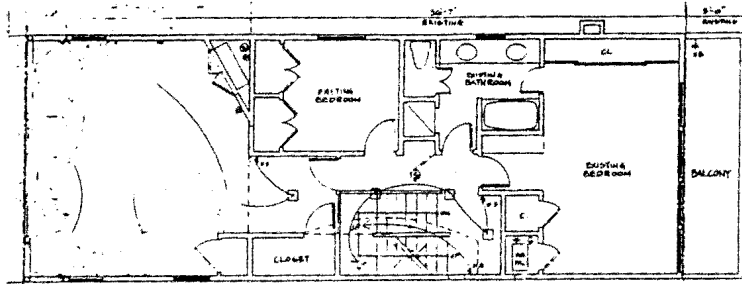


ROYER & VALPE
PARTNERSHIP, INC.
1000 S. GARDEN ST.
SUNNYVALE, CALIF. 94086

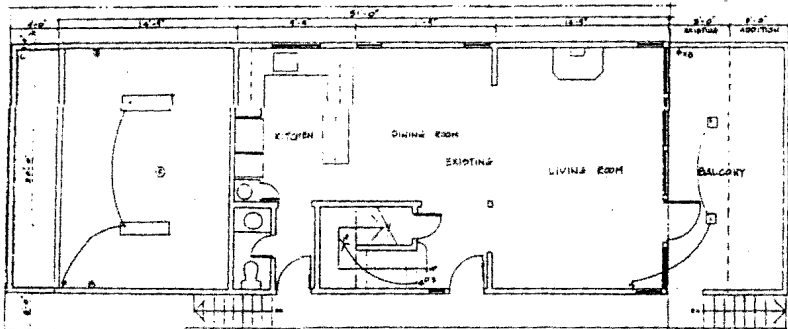
PROJECT TITLE / SHEET TITLE
MR. AND MRS. EVANS RESIDENCE
173 SUFFER, SUFFER, CA 90245
EXTERIOR ELEVATIONS- REAR & RIGHT
DATE: 12/28/72

R ROYER & VALPE
ASSOCIATES, INC.
1000 S. GARDEN ST.
SUNNYVALE, CALIF. 94086
TEL: (415) 961-1010

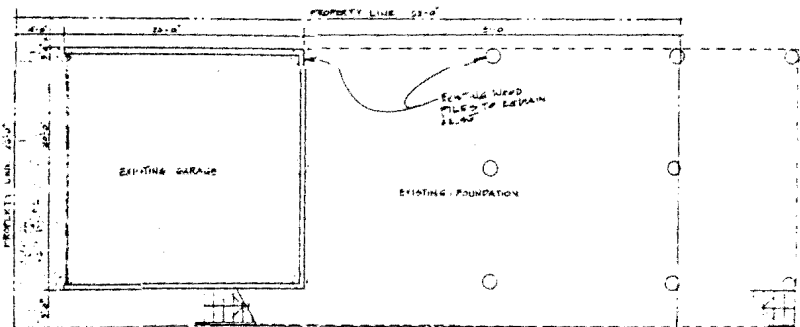
COMMISSION
#23 PROJECT
PLANS



SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

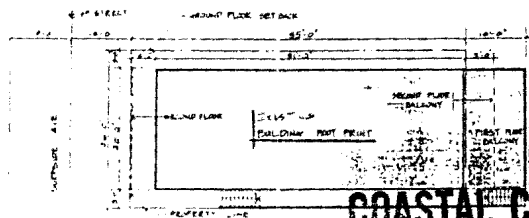


FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"



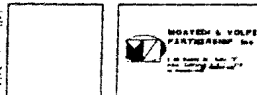
GARAGE/FOUNDATION PLAN
SCALE 1/8" = 1'-0"

NOTE: EXISTING EXTERIOR STRUCTURE
ENTRANCE & RAMPING SYSTEMS
AND FLOORING SHALL REMAIN
AND BE REFINISHED FOR NEW
RAMPING SYSTEMS



COASTAL COMMISSION
① 19-423 PROJECT
PLANS

EXHIBIT # 3



PROJECT FILE: 19-423
MR. AND MRS. EVANS RESIDENCE
A 1.5 STORY SINGLE-FAMILY RESIDENCE
DEMOLITION PLAN

RAJMOONANI ASSOCIATES, INC.
2182 Ocean Dr. Suite 101
Oceanside, CA 92054

SURFSIDE PERMITS WITH ASSUMPTION-OF-RISK DEED RESTRICTIONS

Site	Permit #	Project Description	Exceeds Height*
A-2	5-92-450	New SFD on vacant lot	Yes
A-6	5-86-676	Addition to existing SFD	Yes
A-20	5-90-860	Demo. SFD, Construct new SFD	Yes
A-21	5-87-813	Addition to existing SFD	
A-24	5-87-045	Demo. SFD, Construct new SFD	Yes
A-26	5-87-115	Construct new SFD	Yes
A-36	5-92-165	Demo. SFD, Construct new SFD	
A-44	5-88-152	Demo. SFD, Construct new SFD	
A-45	5-99-356-A1	Addition to existing SFD	Yes
A-47	5-98-412	New SFD on vacant lot	No
A-62	5-87-436	New SFD on vacant lot	Yes
A-62	5-84-068	New SFD on vacant lot	Yes
A-64	5-85-441	Demo. SFD, Construct new SFD	No
A-71	5-82-714	Demo. SFD, Construct new SFD	
A-86	5-85-474	New SFD on vacant lot	Yes
A-87	5-85-474	New SFD on vacant lot	Yes
A-88	5-85-474	New SFD on vacant lot	Yes
A-98	5-98-098	New SFD on vacant lot	Yes
A-100	5-84-790	Demo. SFD, Construct new SFD	Yes

* Where it is known that the plans on file indicate that a chimney or covered roof access structure exceeds the 35 foot height limit.

SFD = Single-Family Dwelling

COASTAL COMMISSION

5-99-423 DEED REST.

EXHIBIT # 4

PAGE 1 OF 1

STATE LANDS DIVISION

1807 13TH STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-3271

*Mike D
Dove*

RECEIVED

NOV 6 1975

November 3, 1975

South Coast Regional Commission

File Ref.: YC-75

South Coast Regional
Conservation Commission
P. O. Box 1450
Long Beach, CA 90801

Attention: Mr. David Gould

Dear Mr. Gould

In reply to your phone request for State boundary line data along the Pacific Ocean at Surfside, Orange County, I refer you to a Record of Survey filed August 23, 1966, in Book 86 R.S., pages 35, 36 and 37, Orange County Recorder's Office.

A copy of the State Lands Commission Minute Item #33, meeting of April 28, 1966, is enclosed for your information.

Sincerely,

Donald J. Brittnacher

DONALD J. BRITTNACHER
Senior Boundary
Determination Officer

DJB:ls

Enclosure

WV

COASTAL COMMISSION
5-99-423 BOUNDARY AGREEMENT

EXHIBIT # 5
PAGE 1 OF 3

MINUTE ITEM

4/28/65

33. APPROVAL OF BOUNDARY AGREEMENT BETWEEN STATE OF CALIFORNIA AND SURFSIDE COLONY, LTD., A CALIFORNIA CORPORATION, ALONG THE ORDINARY HIGH WATER MARK OF THE PACIFIC OCEAN, VICINITY OF SURFSIDE, ORANGE COUNTY - W.O. 5850, B.L.A. 74.

After consideration of Calendar Item 11 attached, and upon motion duly made and unanimously carried, the following resolution was adopted:

THE EXECUTIVE OFFICER IS AUTHORIZED TO EXECUTE AN AGREEMENT WITH THE SURFSIDE COLONY, LTD., FIXING THE ORDINARY HIGH WATER MARK AS THE PERMANENT BOUNDARY ALONG THE PACIFIC OCEAN BETWEEN STATE TIDE AND SUBMERGED LANDS AND PRIVATE UPLANDS, SAID BOUNDARY LINE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 IN BLOCK A, AS SHOWN ON "RECORD OF SURVEY SURFSIDE COLONY", FILED IN BOOK 4, PAGE 19 OF RECORD OF SURVEYS, COUNTY OF ORANGE, SAID BLOCK A BEING IN FRACTIONAL SECTION 24, TOWNSHIP 5 SOUTH, RANGE 12 WEST, S.B.M.; THENCE S. 49° 26' 59" W. 77.55 FEET TO A POINT ON THE MEAN HIGH TIDE LINE OF 1937, WHICH POINT IS THE TRUE POINT OF BEGINNING OF THIS BOUNDARY LINE AND WHICH IS ALSO SHOWN ON "MAP OF EXISTING HIGH TIDE LINE SURVEYS OF THE PACIFIC OCEAN" PREPARED FOR SURFSIDE COLONY, LTD., BY PETERSEN & HENSTRIDGE, LAND SURVEYORS, IN MARCH 1966; THENCE FROM SAID TRUE POINT OF BEGINNING ALONG THE FOLLOWING COURSES: N. 43° 45' 11" W. 1069.03 FEET, N. 48° 53' 37" W. 1004.50 FEET, N. 49° 52' 36" W. 957.14 FEET AND N. 56° 15' 04" W. 6.74 FEET TO THE END OF THIS BOUNDARY LINE, WHICH ENDING POINT BEARS S. 00° 02' 00" E. 358.85 FEET AND S. 56° 15' 04" E. 20.32 FEET FROM THE QUARTER CORNER BETWEEN SECTIONS 13 AND 24, T. 5 S., R. 12 W., S.B.M.

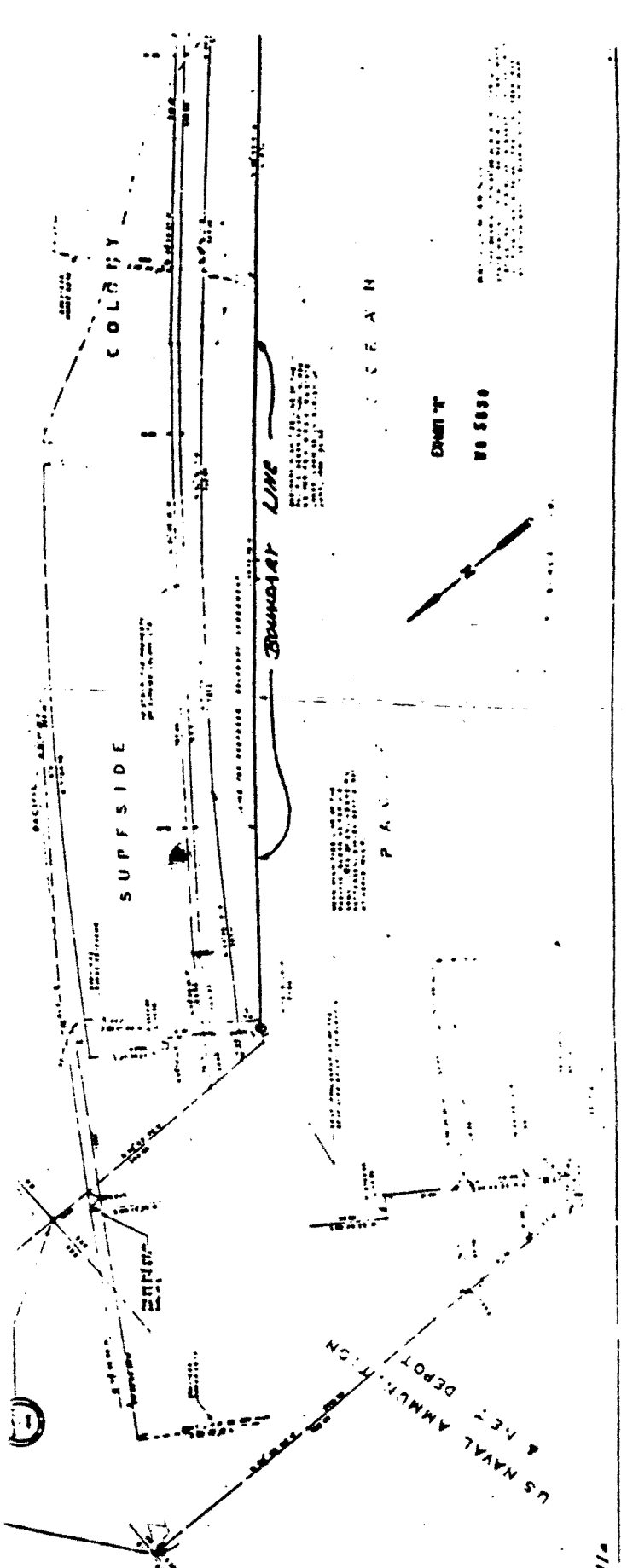
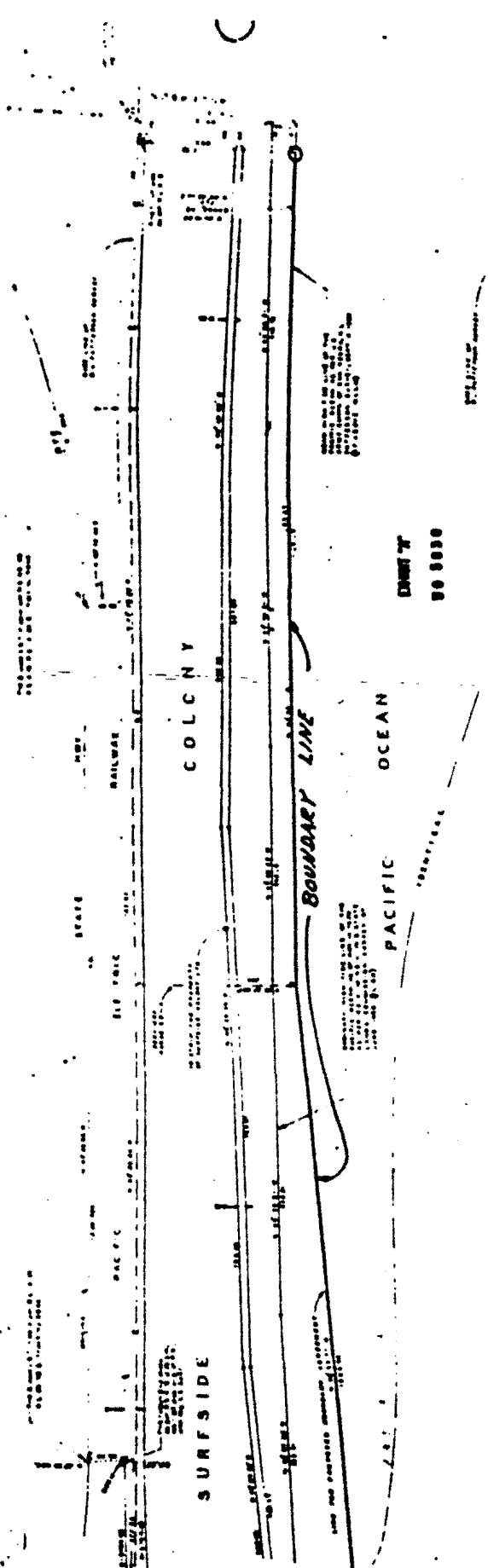
Attachment
Calendar Item 11 (1 page)

COASTAL COMMISSION
5-99-423 BOUNDARY AGREEMENT

EXHIBIT # 5
PAGE 2 OF 3

SURFSIDE COLONY LTD.

MAP OF EXISTING HIGH TIDE LINE SURVEYS OF THE PACIFIC OCEAN
IN THE UNINCORPORATED TERRITORY OF ORANGE COUNTY, PART OF
FRACTIONAL SECTION 24, TOWNSHIP 3 SOUTH, RANGE 12 WEST, 3 B.M.



COASTAL COMMISSION
5-99-423 BOUNDARY AGREEMENT
3 of 3
EXHIBIT # 5

RECEIVED

DEC 16 1999

CALIFORNIA
COASTAL COMMISSION

Surfside Colony, Ltd.

P.O. BOX 235 • SURFSIDE, CALIFORNIA 90743

OFFICE (562) 592-2352 • FAX (562) 592-2687



December 1, 1999

State of California
Coastal Commission

Att: Ms. Anne Kramer

Dear Ms. Kramer:

Subject: EVANS RESIDENCE/SURFSIDE COLONY

Please be advised that the Board of Directors and the Architectural Committee of Surfside Colony, Ltd. have reviewed and approved the plans for a deck addition and other additions at the Evans residence commonly referred to as A-8. Surfside Colony.

If there is any other information you might require. please let us know.

Very truly yours,

Judith Norton
Administrative Manager

cc: Board of Directors
Architectural Committee

COASTAL COMMISSION
5-99-423 LEASE

EXHIBIT # 6
PAGE 1 OF 6

92.00/yr.

A-ROW FRONTAGE LEASE

THIS LEASE, made and entered into this 14 day of November, 1994, in the County of Orange, State of California, by and between SURFSIDE COLONY, LTD, ("Surfside"), a California corporation, and David [Signature] ("Lessee").

1. Premises. Surfside does hereby lease to Lessee and Lessee leases from Surfside that certain real property (the "Premises") adjacent to that real property known as A 8 (the "Adjacent Property"), which Adjacent Property has been improved with an existing single-family residence (the "Residence"). The Premises consists of a strip of land ten feet (10') in depth extending between the westerly extensions of the northerly and southerly lot lines of the Adjacent Property.

2. Use. The Premises shall be used solely for the construction of an unroofed deck to be attached to the Residence in a manner which will permit the prompt removal of such deck. In addition, Lessee may install upper decks or roof overhangs protruding from the Residence on either or both of the second or third stories of the Residence, provided said upper decks or overhangs shall be constructed in such a manner as to be readily removable if demanded by Surfside. Such deck or roof overhang shall not extend more than five feet into the Premises and shall not extend beyond the sidewalls of the Residence. The term "unroofed deck" means both unenclosed decks and decks enclosed by windscreens. Below grade decks will not be permitted. There will be no retaining walls. No decks or other structures, i.e. spas, may be built on the Premises except with the prior approval of the Board of Directors of Surfside (the "Board"), or an Architectural Committee appointed by the Board, and in accordance with such regulations as Surfside may issue from time to time. Additionally, any deck shall be built in accordance with such building regulations as the City of Seal Beach may issue from time to time. A copy of the existing Surfside unroofed deck regulations is attached hereto as Exhibit A and by this reference made a part hereof.

3. Term. The date upon which Lessee commences use of the Premises as determined by Surfside in its sole discretion. Anything herein contained notwithstanding, this Lease may be terminated by either party hereto upon giving to the other thirty (30) days written notice of termination.

4. Plan Approval. The Board, or the Architectural Committee, will not permit the building of any deck upon the Premises until the complete plans and specifications for any such structure have been submitted to and approved in writing by such Board or Committee.

5. Existing Decks. In the event that the Premises have been improved by the construction of an existing deck or decks, Lessee need not submit the plans for such deck or decks to Surfside for approval. However such deck or decks must comply with the provisions of this Lease and the execution of this Lease by Surfside does not constitute approval or waiver of any non-conforming deck or decks.

COASTAL COMMISSION
5-99-423 LEASE

EXHIBIT # 6
PAGE 2 OF 6

6. Rental. The total annual rent shall be computed as follows:

To September, 1988	\$.60	per square foot of Premises
To September, 1993	.70	per square foot of Premises
To September, 1998	.80	per square foot of Premises
To September, 2003	.90	per square foot of Premises
To September, 2008	1.00	per square foot of Premises

provided, however, that in no event shall the annual rent be less than Fifty Dollars (\$50.00).

7. Restoration of Premises. Upon termination of this lease (including any termination by reason of the default of Lessee), Lessee shall remove any structures, decks, on-grade cement slabs, and foundations placed upon the Premises and restore the Premises to the same condition they were in prior to Lessee's coming upon the Premises and doing any work thereon; provided that if Surfside so notifies Lessee in writing not more than ten (10) days after termination of the Lease, Lessee shall not remove on-grade cement slabs, decks, structures, or foundations which may be useful to Lessor in its subsequent use of the Premises. All removal and restoration shall commence not sooner than ten (10) days after termination of the Lease and must be completed within thirty (30) days after the termination of this Lease.

8. Condemnation. In the event the Premises are condemned, Lessor shall be entitled to and shall receive the total amount of any award made with respect to the Premises, regardless of whether the award is based on a single award or a separate award as between the respective parties and, if and to the extent that any such award or awards shall be made to Lessee or to any person claiming through or under Lessee, Lessee hereby irrevocably assigns to Surfside all of its right, title and interest in and to any and all awards with respect to the Premises. No portion of any such award or awards shall be allowed to or paid to Lessee for any so-called bonus or excess value of this Lease by reason of the relationship between the rental payable under this Lease and what may at the time be deemed a fair rental for the Premises. Lessee shall be entitled to any portion of such award allocable to Lessee's deck. The word "condemnation" or "condemned" as used in this paragraph or elsewhere in this Lease shall mean the exercise of, or intent to exercise, the power of eminent domain in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority" herein), and shall include a voluntary sale by Surfside to any such condemning authority, either under the threat of condemnation or while condemnation proceedings are pending, and the condemnation shall be deemed to occur upon the actual physical taking of possession pursuant to the exercise of said power of eminent domain. This Lease shall be terminated as of that date.

9. Condition of Premises. Lessee acknowledges that it has inspected the Premises and that no statement or representation as to the past, present or future condition or suitability for building or other use thereof has been made for or on behalf of Surfside. Lessee agrees to accept the Premises in the condition in which they may be upon the commencement of the term hereof.

COASTAL COMMISSION

5-99-423-LEASE

EXHIBIT # 6

PAGE 3 OF 6

10. Holding Over. In the event that Lessee shall hold the Premises after the expiration of the term hereof with the consent of Surfside, express or implied, such holding over shall, in the absence of written notice by either party to the other, be a tenancy from month to month at a monthly rental payable in advance equal to the monthly rental payable during the term hereof and otherwise subject to all of the terms and provisions of this Lease. If Lessee fails to surrender the Premises upon the termination of this Lease despite demand to do so by Surfside, any such holding over shall not constitute a renewal hereof or give Lessee any rights with respect to the Premises, and Lessee shall indemnify and hold Surfside harmless from loss or liability resulting from such failure to surrender, including, without limitation, any claims made by any succeeding tenant founded on or resulting from such failure to surrender.

11. Compliance with Laws, Rules and Regulations. Lessee agrees to comply with all applicable laws, rules and regulations with respect to the use of the Premises and the Adjacent Property, including, without limitation, such rules and regulations as Surfside may adopt and issue from time to time.

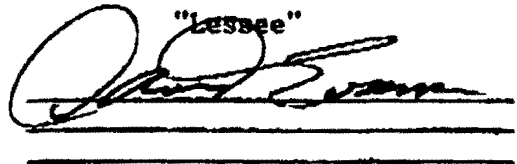
12. Waiver. The waiver by Surfside of any breach of the terms, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or conditions, or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Surfside shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Surfside's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Surfside, unless such waiver be in writing by Surfside.

13. Notice. Any notices or demands which are required to be given hereunder or which either party hereto may desire to give to the other shall be given in writing by mailing the same by registered or certified United States mail, postage prepaid, addressed to the parties at the addresses shown below or at such other addresses as the parties may from time to time designate by notice as herein provided or may be served personally to the parties at said addresses:

"Surfside"

Surfside Colony, Ltd.
 P. O. Box 235
 Surfside, CA 90743

"Lessee"



14. Entire Agreement. This Lease and the exhibit attached hereto and forming a part hereof set forth the covenants, promises, agreements, conditions and understandings between Surfside and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding on Surfside or Lessee unless reduced to writing and signed by them.

COASTAL COMMISSION
 5-99-423 LEASE

EXHIBIT # 6

PAGE 4 OF 6

15. Attorneys' Fees. In the event either party hereto shall bring suit to compel performance of, or recovery for breach of any covenant, agreement or condition herein written, the prevailing party shall, as a part of any judgment obtained, be entitled to reasonable attorneys' fees in addition to any other sums or judgment recovered therein.

16. Removal. Upon receipt of written notice from Surfside, Lessee shall remove any structure, deck or roof overhang installed on or above the Premises within thirty (30) days of the date of receipt of said written notice.

17. Assignment. This Lease shall not be assigned, subleased or transferred by operation of law, or otherwise, without the prior written consent of Surfside.

18. Remedies on Default. In the event Lessee shall default under or otherwise breach any of the terms or conditions of this Lease, Surfside shall have the right to terminate this Lease forthwith and to retake possession of the Premises. Waiver of any default or breach shall not be construed as a waiver of a subsequent or continuing default. Termination of this Lease shall not affect any liability by reason of any act, default or breach or occurrence prior to such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

SURFSIDE COLONY, LTD.
a California corporation

By [Signature]
President

By [Signature]
Secretary

LESSEE
[Signature]

COASTAL COMMISSION
5-99-423 LEASE

EXHIBIT # 6
PAGE 5 OF 6

EXHIBIT A

UNROOFED DECK STRUCTURAL REGULATIONS AND DRAWINGS
OF SURFSIDE COLONY, LTD.

1. An on-grade ten (10) foot cement slab below the first floor deck shall be permissible.

2. Unenclosed deck regulations:

- (a) A safety rail forty-two (42) inches in height as measured from the finished floor of the first floor deck is required around the entire deck;
- (b) Vertical uprights must be used in the construction of such safety rail. Such vertical uprights shall be 6 inches apart as measured from the center of one such upright to the center of the next immediate upright. No such vertical upright shall exceed 6 by 6 inches nor shall it exceed 3/4 inches in diameter;
- (c) Any glass panels extending from the finished floor of the deck shall consist of shatterproof glass for a minimum of eighteen (18) inches in height as measured from the finished floor of the deck.

3. Windscreen regulations:

- (a) No windscreen shall exceed eight (8) feet in height as measured from finished floor of the deck;
- (b) No portion of such windscreen shall be covered or roofed over in any manner;
- (c) Only vertical members of such windscreen may be attached to the residence;
- (d) No glass panels less than three (3) feet in width shall be used in the construction of such windscreen;
- (e) Vertical beams used in the construction of such windscreen shall not exceed four (4) by six (6) inches;
- (f) All portions of such windscreen above the required forty-two (42) inch safety railing height shall consist only of untinted glass and shall be maintained in a clean, transparent condition
- (g) All such glass sections shall consist of one-quarter (1/4) inch tempered plate glass or the equivalent thereof;
- (h) No material which in any way tends to obscure the glassed-in area shall be attached either to such windscreen or to the residence;
- (i) Such windscreen shall be maintained so as not to obscure the view of neighbors on either side of the residence;
- (j) A safety rail forty-two (42) inches in height as measured from the finished floor of the deck is required around the entire deck, except that in those instances where a deck enclosure is to be constructed of glass panels extending from the finished floor of the first floor deck, the required safety railing and vertical supports on 6 inch centers may be deleted when the vertical supports and glass enclosures meet the above specifications;
- (k) Any glass sections extending from the deck floor must consist of shatterproof glass for the first eighteen (18) inches in height as measured from the finished floor of the deck.

COASTAL COMMISSION

5-97-423 LEASE

EXHIBIT # 6

