

8120 PUESTA DEL SOL

Elliott Family

# GREG ELLIOTT

## PROPERTY OWNER



















NEAL MAGUIRE

# PROJECT TIMELINE

- April 2021: Application submitted
- June 2021: Application complete
- August 2021: Planning Director approval
- May 2022: Planning Commission unanimous (4-0) approval



# JANUARY 2021 ARBORIST WORK



# REBUTTAL









# COUNTY OF VENTURA

Resource Management Agency

Planning Division

800 South Victoria Avenue, L1740

Ventura, CA 93009

(805) 654-2488

Date Issued: 11/19/2009

## ZONING CLEARANCE (COASTAL) ZC09-1014

Assessor's Parcel No.: 008-0-170-345

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**PROPERTY OWNER:**

WHITE DOUGLAS M-JALE

**Mailing Address**

8128 PUESTA DEL SOL

CARPINTERIA CA

93013

Telephone:

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**APPLICANT:**

JIM HANNIFIN

**Mailing Address**

248 SOUTH MILLS ROAD

VENTURA

93105

Telephone:

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**PROPOSED USE/STRUCTURES**

1st - Principal      Principal Dwelling

1st - Accessory

2nd - Principal

2nd - Accessory

3rd - Principal

3rd - Accessory

**EXISTING PRINCIPAL USE/STRUCTURES**

Principal Dwelling w/attached parking

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**ZONING CLEARANCE TYPE**

Construction

**EXISTING ACCESSORY USE/STRUCTURES**

**PROJECT DESCRIPTION:**

Zoning Clearance ZC09-1014 is for the re-inforcement of existing pilings under an existing beachfront single family residence. No new development is being proposed and the proposed repairs do not require a Coastal Planned Development Permit. This is confirmed by Kim Rodriguez and Winston Wright.



## **AGREEMENT TO INSTALL AND MAINTAIN DRIVEWAY APRON**

This Agreement is made between GMB Elliott Family LLC, Greg Elliott ("Grantee") and the Rincon Point Property Owners Association ("Grantor") with reference to the following facts:

- A. Grantee is the owner of certain improved real property in the County of Ventura described in Exhibit A attached thereto, known as 8120 Puesta del Sol, Carpinteria, CA ("Grantee's Property").
- B. Grantor is owner of certain real property located adjacent to and northerly of Grantee's Property ("Grantor's Property"), a portion of which is improved with a paved roadway known as Puesta del Sol Road.
- C. Grantee wishes to install and maintain a concrete driveway apron on that portion of Grantor's Property immediately bordering Grantee's Property lying between said paved roadway and Grantee's Property ("Driveway Apron Area").
- D. The parties wish to agree among themselves as to the maintenance of said Driveway Apron Area on Grantor's Property and to define the rights and obligations of the parties in connection therewith.

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

- 1. **Grant of License.** Grantor hereby grants to Grantee a nonexclusive license to install and maintain a concrete driveway apron on Grantor's Property adjacent to Grantee's Property between the paved roadway known as Puesta del Sol and Grantee's Property.
- 2. **Removal, Modification, or Maintenance.** Upon written notice to Grantee by Grantor, Grantee agrees within a period of 60 days of such written notice to remove, modify, or perform such maintenance the concrete apron Grantee has installed as Grantor in his discretion may request in writing. If the Grantee does not comply with such written request within said 60 day period, the Grantor may have such work performed at Grantee's expense. Grantee agrees to payment of all costs associated with compliance, whether performed by Grantee or by Grantor.
- 3. **Termination of Agreement.** At any time after the execution of this Agreement, either party, or, if applicable, its successor in interest in ownership of the real property described in Exhibit A and B, may terminate this Agreement granted by written notice to the other party, or, if applicable, its successor in interest. Upon such notice being given, this Agreement shall terminate sixty (60) days following delivery of said notice. Grantee shall be obligated, if requested in writing, for such removal or modification as Grantor may request in writing.