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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION TWO

CITY OF SANTA CLARITA, Plaintiff and Appellant, v. CANYON VIEW LIMITED et al., Defendants and Appellants.	B320230 (Los Angeles County Super. Ct. No. PC058773)

APPEALS from a judgment of the Superior Court of Los Angeles County. Stephen P. Pfahler, Judge. Affirmed in part and reversed in part.

Horvitz & Levy, Stephen E. Norris, Dean A. Bochner, John B. Sprangers; Burke Williams & Sorensen, Stephen A. McEwen and Brian I. Hamblet for Plaintiff and Appellant.

Murphy & Evertz, John C. Murphy, Douglas J. Evertz, Bradford B. Grabske; Greines, Martin, Stein & Richland, Robin Meadow and Jeffrey Gurrola for Defendants and Appellants.

This appeal arises out of a controversy over a large solar power installation (the solar facility) spanning two properties in Santa Clarita. Almost all of the solar facility is located on a hillside in the Canyon View Estates mobilehome park (the mobilehome park), but roughly one and a half solar panels were placed across the property line on a neighboring parcel of land (the adjacent property).

After the solar facility was completed, plaintiff City of Santa Clarita (the City) sued the owners of both properties and the solar facility (collectively the landowners),[1] alleging that the solar facility is a nuisance.

The trial court agreed with the City, but also found that the landowners proved their equitable estoppel defense. Deciding that the City and the landowners each "b[ore] some responsibility for the current predicament[,]" the trial court fashioned a permanent injunction that gave something to both sides: It

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[1] Defendants are Canyon View Limited; Canyon View Solar, Inc.; Canyon View Solar, L.P. (Canyon View Solar); American Diversified Properties (American Diversified); Kerry Seidenglanz (Kerry); and Kerry's brother Mark Seidenglanz (Mark). Kerry and/or Mark are principals in each of the corporate defendants. Because the individual defendants share the same last name, we refer to them by their first names to avoid confusion. No disrespect is intended.

allowed the City to compel demolition of the solar facility upon compensating the landowners for their installation and removal costs.

Neither side accepted the judgment, resulting in this appeal. The City filed its appeal first, challenging the trial court's equitable estoppel findings and the payment condition in the injunction. The landowners responded with a cross-appeal contending that the solar facility is not a nuisance and, in the alternative, that equitable estoppel provides a complete defense to the City's lawsuit.

We find that the City failed to prove its nuisance claim as to the portion of the solar facility inside the mobilehome park, but succeeded as to the few solar panels on the adjacent property. And, because the City is not equitably estopped from requiring the removal of those panels, it need not reimburse the landowners for their costs to install or demolish them.

FACTS AND PROCEDURAL BACKGROUND

I. Development of the Mobilehome Park

In the 1970s, Kerry and his family purchased the parcels of land that would become the mobilehome park. At the time, the property was located in unincorporated land in the County of Los Angeles (the County).

In 1980, Kerry applied to the County for a conditional use permit (CUP) to develop the property as a mobilehome park. Four years later, the County issued the final CUP, allowing the permittee to build a total of 460 mobilehome lots in the park. Among other things, the CUP required that "[n]ot less than 50 percent of the subject property shall be maintained as open space."

In approving the CUP, the County expressly found that "[t]he [mobilehome park] project meets the performance criteria[] for urban hillside development as follows: [¶] . . . [¶ . . . ¶] At least 50 percent of the subject property will be maintained as open space."

Once the County signed off on the CUP, the California Department of Housing and Community Development (HCD) assumed regulatory authority over the mobilehome park.[2] (See Health & Saf. Code, §§ 18207 & 18300, subd. (a).) HCD subsequently issued a building permit for construction of the mobilehome park.

In 1987, the City incorporated and inherited the CUP from the County.

The following year, HCD approved a grading map for the mobilehome park which allowed hillside grading to spill over onto a small portion of the adjacent property. When work began, the landowners "realized that [they] were grading o[utside of] properties that [they] owned." To avoid neighborly disputes, Kerry and his family acquired the adjacent property through American Diversified.[3]

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[2] Pursuant to the Mobilehome Parks Act (Health & Saf. Code § 18200 et seq., "Mobilehome Parks Act"), a city may elect to assume regulatory authority over a mobilehome park. (Health & Saf. Code, §§ 18207 & 18300, subd. (b).) Because the City never elected to do so, HCD retains permitting jurisdiction in mobilehome parks within city limits.

[3] American Diversified remained the owner of the adjacent property until after the City filed the instant lawsuit. Sometime during this litigation, the adjacent property was transferred to Canyon View Limited.

After construction started on the mobilehome park, the City received a complaint from a resident. The City's subsequent investigation "disclosed that the development of the [mobilehome park] project is occurring in compliance with approvals and entitlements that it has previously received, and that—regardless of whether or not the same project would today receive approval from the City—there are no legal or procedural grounds upon which to challenge those previous approvals or to prevent the project from proceeding."

In 1990, the mobilehome park opened with a total of 449 mobilehome lots. Today, the park is owned by Canyon View Limited.

II. The Landowners Build the Solar Facility

In 2015, Kerry began exploring the idea of building the solar facility to provide electrical power to the mobilehome park. The following year, through Canyon Solar L.P., he engaged a contractor to purchase and install the solar facility.

The solar facility would span 2.8 acres of hillside along the northern perimeter of the mobilehome park, consisting of 6,580 ground-mounted solar panels and related equipment. Construction would proceed in two phases, with 50 percent of the total solar panels built in each phase. The project would cost 4.1 million dollars.

In September 2016, the contractor went to City Hall and spoke to employees in the City's Planning Department. He "gave them the specifics of the project and [told them] that [he] was trying to pull a solar permit for Canyon View Estates mobile[]home park and gave them the address." The city employees responded that "they don't have jurisdiction" and that the contractor "would need to go to HCD to pull the permit."

In March 2017, HCD approved building permits for the solar facility. Phase one of construction was completed in August. At this point, all of the solar panels were located within the boundaries of the mobilehome park. Phase two, which included the one and a half solar panels installed on the adjacent property, was completed in December. On December 29, 2017, the solar facility began supplying power to the mobilehome park.

III. The City Investigates the Solar Facility and Eventually Discovers the Nuisance

Once preconstruction work began on the solar facility in February 2017, the City began receiving complaints from residents. A code enforcement officer was dispatched to visit the site. After some back and forth, the code enforcement officer told Kerry that John Caprarelli (Caprarelli), the City Building Official, "had confirmed that any permits in mobile[]home parks would be in the jurisdiction of [the] HCD and not the City."

In June 2017, Caprarelli received additional complaints about the solar facility. After reviewing the HCD permits, he concluded "that the City did not have authority to enforce building codes" for the solar facility. Later that month, Caprarelli attended a Homeowner's Association meeting at the mobilehome park. Caprarelli told concerned residents that the City "did not have jurisdiction to require the builder to . . . go through [its local] building permit process."

In October 2017, the City Manager fielded yet more resident complaints at a City Council meeting. He reaffirmed that "the City . . . does not have local control or permitting authority over solar panels in mobile home parks," and directed the aggrieved residents to attempt "recourse . . . through HCD[.]"

Around that same time, David Peterson (Peterson), a Planning Department employee, was assigned to investigate the solar facility project. Upon receiving site maps of the project from HCD, Peterson noticed that they did not define the boundaries of the mobilehome park. To determine which parcels the solar facility was on, he overlaid lot lines onto the HCD site map, and discovered that roughly one and a half solar panels were located on the adjacent property. Peterson confirmed that no building permits had ever been issued for those solar panels.

Peterson also discovered the CUP. In early 2018, he obtained a physical copy of the CUP and supporting documents. After reviewing the case file, he determined that it contained no evidence supporting the County's original finding that the mobilehome park satisfied the CUP's open space requirement.

In July 2018, the City issued notices of violation informing the landowners that the solar facility violated the City's zoning and building codes, constituted a nuisance, and would have to be torn down. Kerry met with city officials and offered to apply for permits to resolve any compliance issues. The officials responded "that the time to get permits has passed and no permits will be issued."

IV. The Lawsuit

In September 2018, the City filed a lawsuit to abate the nuisance caused by the solar facility. As relevant to this appeal, the City alleged that the solar facility constituted a nuisance per se because it violated (1) the CUP, by reducing the amount of open space within the mobilehome park; and (2) section 105.1 of the Building Code (incorporated into the City's municipal code at section 18.01.010), which requires a landowner to obtain building permits for solar panels.

The parties raised a wide variety of issues surrounding these claims; in particular, with respect to the alleged CUP violation, both sides advanced different theories about the meaning of the term "open space." The City contended that "the . . . private residential yards" attached to individual lots in the mobilehome park "do[] not constitute open space within the meaning of the CUP[.]" Under this theory, the solar facility decreased the open space within the mobilehome park to 30.3 percent.

The landowners countered that the County's "express finding that the [m]obilehome [p]ark project complied with the CUP's 'open space' condition[,]" combined with the number of mobilehome lots approved by the CUP, "establish[es] the County's intent in counting 'private yards' toward open space." Under this rubric, the solar facility only reduced open space within the mobilehome park to 53 percent.

V. Trial and Judgment

In April 2021, the matter proceeded to a bench trial. The landowners introduced the opinion of Matthew E. Webb (Webb), "as an expert witness on land use and entitlement matters." Among other things, Webb testified that "if private yards didn't count" as open space, then "the maximum" number of mobilehome yards "the County could have approved and . . . [still] made a 50 percent [open space] finding" would be 330. He said that, under the City's contrary definition of open space, "you would actually have to remove 119 of the 449 mobile home units to get into compliance with the 50 percent" requirement. Thus, Webb agreed that "the arguments that have been raised by the City" effectively claimed that "the County made a mistake with its original approvals[.]"

In its trial brief, the City summarized Webb's testimony by saying that he found its "open space interpretation [to be] unreasonable because it would require the [c]ourt to conclude that the County erred in approving [the] CUP[.]" The City confirmed that "[t]hat is precisely what [we] contend[.]" And the City asserted that its position was wholly reasonable given the "numerous errors" the County made "during and after its consideration of the project[.]"

In June 2021, the trial court released its statement of decision. Both sides objected to it and requested clarification on several issues.

In January 2022, the trial court issued its final statement of decision. It found that the City "demonstrated by sufficient evidence" its claim that the landowners' "installation and maintenance of solar panels on the open hillside of the" mobilehome park "violated [the] CUP . . . by further reducing the amount of required open space" inside the park. To arrive at this conclusion, the court first conducted a lengthy inquiry into what the term "open space" meant at the time of the CUP's approval, based on the relevant County laws then in place. This analysis led it to adopt the City's definition of open space. In so doing, the court determined that the County erred in approving the CUP.

The trial court further found that the solar panels on the adjacent property "were constructed without local building permits and are . . . in violation of Building Code section 105.1[.]"[4]

The trial court concluded that "[t]hese violations of the Municipal Code constitute public nuisances for which the City is

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[4] The trial court "d[id] not find any other violations of the Municipal Code[.]"

entitled to injunctive relief." However, the court also determined that the landowners "presented sufficient evidence supporting a finding of equitable estoppel." Specifically, the court found that "[t]he City [had] repeatedly represented . . . that the City had no jurisdiction over the subject mobile[]home park or the proposed solar [facility] and that HCD permits were sufficient[,]" and that the landowners "justifiabl[y] reli[ed] . . . on the City's representations" in spending "over $4 million" to buy and install the facility.

Given the unique circumstances of the case, the trial court found that "an all or nothing approach" to the remedy would be "neither fair nor equitable." Therefore, it crafted a permanent injunction directing the landowners to "either (a) demolish and remove the[] solar [facility] at the [mobilehome park] . . . and [the adjacent property], or (b) permit the City to do so." If the landowners chose to have the City remove and take possession of the equipment comprising the solar facility, the City would pay them 4.5 million dollars. If the landowners instead opted to remove and retain possession of the equipment themselves, the City would pay only 4 million dollars.

On March 9, 2022, the trial court entered judgment in favor of the City.

VI. Appeal

The City timely appealed, and the landowners' cross-appeal followed.

DISCUSSION

I. Applicable Law

Civil Code section 3479 defines a nuisance as "[a]nything which is injurious to health, including, but not limited to, the illegal sale of controlled substances, or is indecent or offensive to

the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property . . . ." "'A nuisance may be a public nuisance, a private nuisance, or both. [Citation.]' [Citation.]" (*People ex rel. Trutanich v. Joseph* (2012) 204 Cal.App.4th 1512, 1524.) "A public nuisance is one which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal." (Civ. Code, § 3480.)

"[A] nuisance per se arises when a legislative body with appropriate jurisdiction, in the exercise of the police power, expressly declares a particular object or substance, activity, or circumstance, to be a nuisance.' [Citation.]" (*Urgent Care Medical Services v. City of Pasadena* (2018) 21 Cal.App.5th 1086, 1093.) "[T]o rephrase the rule, to be considered a nuisance per se the object, substance, activity or circumstance at issue must be expressly declared to be a nuisance by its very existence by some applicable law." (*People v. ConAgra Grocery Products Co.* (2017) 17 Cal.App.5th 51, 114.)

"[W]here the law expressly declares something to be a nuisance, then no inquiry beyond its existence need be made[.]" (*People v. ConAgra Grocery Products Co., supra,* 17 Cal.App.5th at p. 114; see also *City of Dana Point v. New Method Wellness, Inc.* (2019) 39 Cal.App.5th 985, 989 [""Nuisances *per se* are so regarded because no proof is required, beyond the actual fact of their existence, to establish the nuisance."' [Citations.]"].)

II. Standard of Review

"We review factual issues underlying the trial court's issuance of the injunction to abate a public nuisance under the substantial evidence standard. Issues of pure law are subject to

de novo review." (*City of Claremont v. Kruse* (2009) 177 Cal.App.4th 1153, 1164.)

III. Analysis

The key issue in this appeal is whether the solar facility constitutes a nuisance per se. Because the solar facility spans two properties which are each governed by different regulatory authorities and/or instruments, we address each property separately.

A. *The Mobilehome Park*

The vast majority of the solar facility—consisting of about 99.98 percent of its 6,580 solar panels—is located in the mobilehome park. The mobilehome park is subject to the CUP, which, as described above, requires that the landowners maintain at least 50 percent of the property as open space. Failure to comply with this requirement would violate the City's municipal code. (See, e.g., Santa Clarita Mun. Code, §§ 17.06.180(A) ["Only legally established uses and development, authorized by a permit . . . may be used on a property. All other uses and activities are not permitted . . ."], 17.06.180(E) [if the use of property subject to a CUP "violate[s] . . . the conditions of approval, . . . then the approval shall be deemed null and void"].) And that violation would constitute a public nuisance per se. (Gov. Code, § 38771 ["By ordinance the city legislative body may declare what constitutes a nuisance"]; see also, e.g., City of Santa Clarita Mun. Code, § 23.30.040(A) ["Designated public nuisances include . . . [a] violation of any provision of applicable law including . . . [this] Municipal Code"].)

Applying these principles, we conclude that the portion of the solar facility in the mobilehome park does not constitute a public nuisance per se, because it does not violate the CUP's open

space requirement. As approved, the CUP allows 460 mobilehome lots, each with a private yard. If these private yards *are* considered open space, then over 50 percent of the mobilehome park would have been retained as open space at the time the County approved the CUP. Conversely, if the private yards *are not* considered open space, the mobilehome park would have had less than 50 percent open space from its inception. And since the County expressly found that the mobilehome park project complied with the CUP's 50 percent open space requirement, it must have considered the mobilehomes' private yards to be open space.

Under this rubric, 50 percent of the land within the mobilehome park remains as open space after construction of the solar facility. Therefore, the solar facility does not violate the CUP's open space requirement, and the City's abatement action fails as to the 99.98 percent of the facility located in the mobilehome park.[5]

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[5] Because the City failed to prove that this portion of solar facility violated local law, we need not reach the broader questions of whether the Mobilehome Parks Act or the Solar Rights Act precludes the City from enforcing CUP violations within the mobilehome park. Moreover, because the City failed to establish the landowners' liability for nuisance as to the portion of the solar facility in the mobilehome park, the parties' arguments about the landowners' equitable estoppel defense are moot as to that part of the facility. (See *Sturgell v. Department of Fish & Wildlife* (2019) 43 Cal.App.5th 35, 43 ["'In general, it is a court's duty to decide '"'actual controversies by a judgment which can be carried into effect, and not to give opinions upon moot questions or abstract propositions, or to declare principles or rules of law which cannot affect the matter in issue in the case before it."'" [Citation.]'"].)

The City proffers three counterarguments against our conclusion. First, the City insists that the County's compliance finding was erroneous—and thus should be disregarded—because the County could not reasonably have counted the private yards as open space under local laws then in effect. This argument is fatally flawed, as it essentially constitutes an impermissibly belated attempt to challenge the CUP—a document which has been final for decades. (See former Gov. Code, § 65907 ["[A]ny action . . . to attack, review, or set aside, void, or annul any decision of matters listed in Sections 65901 [including conditional use permits] . . . , or to determine the reasonableness, legality, or validity of any condition attached thereto, shall not be maintained by any person unless the action or proceeding is commenced within 90 days . . . after the date of the decision."]; see also *Hawkins v. County of Marin* (1976) 54 Cal.App.3d 586, 593 (*Hawkins*) [the doctrine permitting collateral attacks against void judgments "should not be extended to those involving the review of conditional use permits allegedly not issued in conformity with statutory requirements"].)

Notably, the City does not argue that it is able to attack the CUP. Indeed, it admitted that it could not challenge the terms of the approved permit as early as 1988. And in its trial brief, the City argued that because the landowners "did not appeal or seek to amend the CUP conditions, [they] thereby forever waiv[ed] any argument that any one of the conditions in the 1984 CUP is invalid or unenforceable." The same is true for the City.

Second, the City contends that no deference is owed to the County's prior findings because the alleged CUP violation must be judged by the current condition at the mobilehome park, not by the conditions that existed there 40 years earlier. This

argument misstates the issue. Our analysis does not prevent the trial court from looking at the current state of the mobilehome park to determine whether the CUP has been violated. It simply prohibits the trial court from making that determination by adopting a new interpretation of the CUP's terms which directly contravenes the County's prior express findings.

And, in any event, the City has not established that the private yards currently in the mobilehome park are materially different from the yards approved by the County in 1984. The City's mere speculation that "the County may well have concluded that the rear yards would *not* be enclosed when it approved [the CUP] application" is not a basis to relitigate the approval of the CUP. (Italics omitted.)

Alternatively, the City points out that the County made no express finding as to whether private yards counted as open space, and claims that such a finding cannot be inferred.[6] Its primary authority for this proposition is inapt. In *Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506 (*Topanga I*), our Supreme Court held that, when determining whether to grant a zoning variance, the relevant local authority "must render findings sufficient both to enable the parties to determine whether and on what basis they should seek review and, in the event of review, to apprise a reviewing court of the

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[6] As yet another alternative to this argument, the City contends that any inferred findings about the County's open space calculations are not entitled to deference because they are contrary to then-effective County laws defining the term "open space." This amounts to another attack on the County's approval findings, which—even if completely erroneous—are final and binding. (*Hawkins*, *supra*, 54 Cal.App.3d at p. 593.)

basis for the board's action." (*Id.* at p. 514.) While this holding encourages localities to provide robust findings in support of their land use decisions, it does not preclude a reviewing court from drawing reasonable inferences from the available administrative record.

Moreover, *Topanga I* does not require a local agency to make "detailed . . . findings" concerning "the 'quality' of . . . open space in [a] project, i.e., what percentage of the open space consists of undisturbed natural areas and what percentage comprises . . . nonnatural areas." (*Topanga Assn. for a Scenic Community v. County of Los Angeles* (1989) 214 Cal.App.3d 1348, 1362.) Because the County was never obligated to place these details in the record, the City cannot use their mere absence as a sword to gut the otherwise readily inferable terms underlying the CUP's open space condition.

Lastly, the City argues that the landowners waived any argument based on the finality of the CUP by not pleading statute of limitations as an affirmative defense. But this is not a statute of limitations issue. The City brought a nuisance claim, and "there is no statute of limitations in an action brought by a public entity to abate a public nuisance." (*Beck Development Co. v. Southern Pacific Transportation Co.* (1996) 44 Cal.App.4th 1160, 1216.) The problem is that the City cannot prove its nuisance claim with respect to 99.98 percent of the solar facility without establishing a violation of the CUP's open space requirement. And it cannot do that without attacking the terms of the CUP, which have been final for decades.

Our ruling does not necessarily mean that the City is powerless to enforce violations of the CUP going forward. But it does mean that the City is bound to the terms of the CUP it

inherited from the County, including the County's express finding that the mobilehome park project complied with the open space requirement. The City cannot suddenly change the conditions of approval for the mobilehome park by coming up with new interpretations of the terms that are embodied in the CUP, an instrument on which the landowners have long relied.

B. *The Adjacent Property*

Regarding the solar panels installed on the adjacent property, which constitute just 0.02 percent of the total solar facility, we agree with the trial court that the City proved its nuisance claim.

Under the City's municipal code, a building permit is required before the "install[ation] of an electrical . . . system[.]" (Building Code, § 105.1; Santa Clarita Mun. Code, § 18.01.010.) Any solar panels that were installed without first obtaining a building permit would be a nuisance per se. (Gov. Code, § 38771; see also, e.g., Santa Clarita Mun. Code, § 23.30.040(A).)

The record contains substantial evidence supporting the trial court's factual finding that the landowners never obtained a valid building permit for the solar panels on the adjacent property. The solar facility as a whole was constructed under the auspices of a building permit approved by HCD, the permitting authority for the mobilehome park. However, HCD is not authorized to approve building projects on other parcels of city land, including the adjacent property.

Although the City is the sole regulatory authority for the adjacent property, the landowners never tried to get a building permit to cover the portion of the solar facility installed on that land. The City was thus within its rights to demand removal of the nuisance caused by the unlawfully erected solar panels. (City

of Santa Clarita Mun. Code, § 23.30.060 ["All or any part of a use or the condition of any property . . . found to constitute a public nuisance, will be abated by rehabilitation, demolition, repair, cessation of use or a combination thereof . . ."].)

Further, the City is not equitably estopped from compelling removal of the portion of the solar facility on the adjacent property. The first element of equitable estoppel is that "'the party to be estopped[,]'" in this case, the City, "'must be apprised of the facts.'" (*Schafer v. City of Los Angeles* (2015) 237 Cal.App.4th 1250, 1261.) Here, the record shows that the City was never told that the solar facility would extend beyond the bounds of the mobilehome park. Although city officials made multiple statements disclaiming permitting authority over the mobilehome park, the City never denied jurisdiction over parts of the solar facility *outside* the park. The City did not even discover that any solar panels were slated for installation on the adjacent property until construction was almost completed, as neither the landowners nor their contractor had ever notified the City that the solar facility would extend beyond the mobilehome park's boundaries. Since at least one element of the landowners' equitable estoppel defense has not been met with respect to the adjacent property, the City does not have to compensate the landowners for removing the illegal solar panels from that property.

The landowners raise two counterarguments against our conclusion that the solar panels on the adjacent property constitute a nuisance. First, they contend that the City waived permitting authority over the entire solar facility by rejecting Kerry's offer to seek necessary permits *after* the facility had already been declared a nuisance. We disagree. The landowners

violated local law by installing solar panels on the adjacent property without a building permit. When the City later learned that illegal solar panels had been erected on that land, it did not have to offer the landowners an opportunity to ameliorate the structures' legal status before seeking abatement. To the contrary, the City was justified in declaring the solar panels a nuisance and demanding their removal.

Second, the landowners argue that the California Solar Rights Act of 1978 (Stats. 1978, ch. 1154, the "Solar Rights Act") precludes local governments from denying building permits for solar energy systems such as the solar facility. Thus, any remand to comply with the City's building permitting process would be futile.

Not so. While the Solar Rights Act does constrain the City's authority to deny building permits for solar energy systems, it does not outright preempt local regulation; the Act expressly provides local governments a role in permitting local solar installations. Upon receiving an application for a building permit for a solar energy system, a city may require prospective permittees to apply for a use permit upon finding that "the solar energy system could have a specific, adverse impact upon the public health and safety." (Gov. Code, § 65850.5, subd. (b).) And the city may ultimately deny that use permit—and thus block the installation of the solar energy system—if it finds that "the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact." (Gov. Code, § 65850.5, subd. (c).)

The landowners invite us to assume that, under this system, the City could never deny them a building permit for the

solar facility. But we decline to speculate about the outcome of a permitting process that has yet to occur.

DISPOSITION

The trial court's judgment that the solar facility constitutes a nuisance is reversed as to the portion of the facility inside the mobilehome park, but affirmed as to the solar panels installed on the adjacent property. Because the landowners did not prove their equitable estoppel defense with respect to the solar panels on the adjacent property, the City does not have to compensate the landowners to compel removal. Each party to bear their own costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS.

_____, J.
ASHMANN-GERST

We concur:

_____, P. J.
LUI

_____, J.
CHAVEZ