

CALIFORNIA COASTAL COMMISSION

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Filed: 9/30/2011
180th Day: Waived
270th Day: 6/26/2012
Staff: Charles Posner - LB
Staff Report: 3/29/2012
Hearing Date: April 11, 2012
Commission Action:



W22a

STAFF REPORT: REGULAR CALENDAR

APPLICATION NUMBER: 5-11-133

CO-APPLICANTS: City of Avalon & Santa Catalina Island Company

AGENTS: Fernando Avila (City) & Mark Bradshaw (SCI Co.)

PROJECT LOCATION: Pebbly Beach Road (one-mile segment between Crescent Avenue & Pebbly Beach), City of Avalon, Santa Catalina Island, Los Angeles County.

PROJECT DESCRIPTION: The Pebbly Beach Road Rockfall Mitigation Plan Project involves the installation of rockfall barriers (i.e., k-rails, debris fences and wire mesh draperies) along the inland side of the road and on the hillsides above the road in order to increase public safety and improve public access for pedestrians, bicyclists and vehicles. Some of the native vegetation on the hillsides will be trimmed to a height of eighteen inches. Invasive non-native plants will be removed as part of the project.

LOCAL APPROVAL: City of Avalon City Council Resolution No. 11-09, April 19, 2011.

MOTION & RESOLUTION: Page Three (Approval with Conditions).

SUMMARY OF STAFF RECOMMENDATION

Staff is recommending **APPROVAL** of the coastal development permit with special conditions. The special conditions, which begin on Page Three, require the co-applicants to: a) install the development outside of the bird breeding season, b) implement best management practices to minimize adverse impacts to water quality and marine habitat, c) protect native plants, remove invasive non-native plants, and restore native vegetation in appropriate locations, d) record the proposed public access easement for the portion of Pebbly Beach Road that crosses private property and open the road for public pedestrian, bicycle and vehicular access by January 31, 2013, e) maintain the approved development, f) comply with the requirements of the resource agencies, g) assume the risks of the development, and f) record a deed restriction on the private property subject to the permit. In addition, Special Condition One imposes a future development restriction in order to protect public access. The co-applicants agree with the recommendation.

TABLE OF CONTENTS:

Motion and Resolution for Approval	3
Special Conditions	3
Project Description	10
Environmentally Sensitive Habitat Areas (ESHA)	11
Marine Resources – Water Quality	14
Public Access and Recreation	17
Deed Restriction	18
Visual Resources	18
Hazards	19
Unpermitted Development	19
California Environmental Quality Act (CEQA)	20
Local Coastal Program (LCP)	21
Substantive File Documents	22
Standard Conditions	22
Exhibits 1-8 Attached	

STAFF NOTE:

Pursuant to Section 30601.3(a) of the Coastal Act, the Commission may process and act upon a consolidated coastal development permit application if: (1) the proposed project requires a coastal development permit from both the City of Avalon under its certified local coastal program and the Commission, AND (2) the co-applicant, the City of Avalon and the Commission, which may agree through its Executive Director, consent to consolidate the permit application.

The entire project is within the City limits of Avalon and above the high water line. However, one segment of the proposed project is within the City of Avalon's local coastal program (LCP) jurisdiction, and another segment is in an uncertified area which the City of Avalon annexed from the County of Los Angeles after the 1981 certification of the City's LCP. In order to allow the permitting of the project to proceed more efficiently, the City and the co-applicant have requested that the Commission process one coastal development permit for the entire project, including the segment within the City's permit jurisdiction. Pursuant to Section 30601.3(b), the Commission's standard of review under a consolidated coastal development permit application is Chapter 3 of the Coastal Act, with the appropriate local coastal program used as guidance.

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution to **APPROVE** the coastal development permit application with special conditions:

MOTION: *"I move that the Commission approve with special conditions Coastal Development Permit 5-11-133 per the staff recommendation."*

The staff recommends a **YES** vote. Passage of the motion will result in **APPROVAL** of the coastal development permit application with special conditions, and adoption of the following resolution and findings, as set forth in this staff report or as modified by staff prior to the Commission's vote. The motion passes only by an affirmative vote of a majority of Commissioners present.

I. Resolution: Approval with Conditions

The Commission hereby **APPROVES** a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act and the certified City of Avalon Local Coastal Program. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

II. Special Conditions**1. Permit Compliance - Future Development Restriction**

- A. This permit is only for the development described in Coastal Development Permit 5-11-133. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions. Any deviation from the approved plans must be submitted for review by the Executive Director to determine whether an amendment to this coastal development permit is required.
- B. Except as provided in Public Resources Code Section (PRC) 30610 and applicable regulations, any future development as defined in PRC Section 30106, including, but not limited to, a change in the density or intensity of use land, shall require an amendment to Coastal Development Permit 5-11-133 from the California Coastal Commission or an additional coastal development permit from the California Coastal Commission or from the applicable certified local government. Any future permanent restriction or permanent closure of public access—including, but not limited to, public pedestrian, public bicycle or public vehicle access—over and across any part of Pebbly Beach Road constitutes development pursuant to PRC Section 30106 and shall require an additional coastal development permit from the California Coastal Commission or from the applicable certified local government.

2. Project Timing – Breeding Birds

In order to prevent disturbance to breeding birds, no work shall occur during the period between February 15 and August 31. If an active nest is located, all work within three hundred (300) feet of the nest (or within 500 feet for raptor nests) shall be postponed until such nest is vacated and juveniles have fledged and when there is no attempt of a second nesting.

3. Protection of Marine Resources

In order to minimize adverse environmental impacts and the unpermitted deposition, spill or discharge of any liquid or solid into Avalon Bay or the sea, the permittees shall implement the following staging and construction (BMPs) best management practices:

- A. Project implementation shall not occur during periods of rain or when soils are saturated.
- B. Machinery or construction materials are prohibited at all times in the subtidal and intertidal zones.
- C. Staging and storage of construction machinery and storage of debris shall not take place on any beach.
- D. Sand from the beach, cobbles, or shoreline rocks shall not be used for construction material.
- E. Netting, sandbags, tarps and/or other forms of barriers shall be installed between the shoreline and work areas and equipment storage areas to prevent any unpermitted material from entering Avalon Bay or the sea.
- F. The storage or stockpiling of soil, silt, other organic or earthen materials, or any materials and chemicals related to the construction shall not occur where such materials/chemicals could pass into the waters of Avalon Bay or the sea. Stockpiled fill shall be stabilized with geofabric covers or other appropriate cover.
- G. Spills of construction equipment fluids or other hazardous materials shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.
- H. Construction vehicles operating at the project site shall be inspected daily to ensure there are no leaking fluids. If there are leaking fluids, the construction vehicles shall be serviced immediately. Equipment and machinery shall be serviced, maintained and washed only in confined areas specifically designed to control runoff and prevent discharges into Avalon Bay or the sea. Thinners, oils or solvents shall not be discharged into sanitary or storm sewer systems.
- I. Washout from concrete trucks shall be disposed of at a location not subject to runoff and more than fifty feet away from all storm drains, open ditches and surface waters.
- J. All floatable debris and trash generated by construction activities within the project area shall be disposed of as soon as possible or at the end of each day.

- K. All grading and excavation areas shall be properly covered and sandbags and/or ditches shall be used to prevent runoff from leaving the site, and measures to control erosion must be implemented at the end of each day's work.
- L. In the event that lead-contaminated soils or other toxins or contaminated material are discovered on the site, such matter shall be stockpiled and transported off-site only in accordance with Department of Toxic Substances Control (DTSC) rules and/or Regional Water Quality Control Board (RWQCB) regulations.
- M. The permittees shall properly dispose of all demolition and construction debris resulting from the proposed project at an appropriate location, either off-island, at the Santa Catalina Island Seagull Sanitation Systems facility, or an on-island location approved by the Executive Director.
- N. At the end of the construction period, the permittees shall inspect the project area and ensure that all debris, trimmings, trash and construction materials have been removed from the area and taken to an appropriate location.

The permittees shall include the requirements of this condition on all plans and contracts issued for the project. The permittees shall implement and carry out the project staging and construction plan during all staging and construction activities.

4. Restoration of Native Vegetation – Monitoring Plan

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicants shall submit, for review and written approval of the Executive Director, a restoration and monitoring plan for the project area that includes the areas where k-rails, debris fences and wire mesh draperies are permitted to be installed, as well as the areas in between the draperies. The restoration and monitoring plan shall be prepared by a qualified Resource Specialist and shall include the following provisions for vegetation trimming, removal of invasive non-native plants, planting of native plants, and monitoring:

- A. Vegetation trimming.
 - 1) Education of the workers. The workers shall be trained by the Resource Specialist to recognize sensitive species using a quick plant ID guide developed by the Resource Specialist.
 - 2) The qualified Resource Specialist shall be on-site to supervise all vegetation trimming and installation of draperies and barriers.
 - 3) All native plants shall be protected in place to the greatest extent possible
 - 4) Special care shall be used to protect and preserve to the greatest extent possible the listed native plant species (Catalina Island live-forever, *Dudleya virens* subsp. *hassei*; Santa Catalina Island bedstraw, *Galium catalinense* subsp. *catalinense*; Catalina crossoma, *Crossoma californica*; Catalina silver lace, *Constancea nevinii*; and decumbent goldenbush, *Isocoma menziessi* var. *decumbens*).

- 5) Collection of seeds and cuttings of decumbent goldenbush shall be collected during the trimming phase. The seeds and cuttings shall be taken immediately to the Catalina Island Conservancy Native Plant Nursery and seed bank facility for storage.
- B. Removal of invasive non-native plants (fennel, *Foeniculum vulgare*; English ivy, *Hedera helix*; flax leaf broom, *Genista linifolia*).
- 1) Fennel, English ivy, flax leaf broom shall be eradicated to the greatest extent feasible.
 - 2) Requirement does not include removal of non-native annual grasses due to the difficulty of accessing the steep slopes and the potential risk of increased erosion, as these grasses help stabilize soil on the steep slopes.
 - 3) Invasive non-native plant removal shall commence simultaneously with vegetation trimming and the installation of the draperies.
 - 4) Removal of invasive non-native plants shall occur outside of the bird breeding season that occurs between February 15 and August 31.
 - 5) Invasive non-native plants shall be removed manually. The use of herbicides shall be strictly limited to manually dabbing the stumps of freshly-cut invasive non-natives.
 - 6) Removal of invasive non-native plants may be done in phases in order to reduce the potential for increased erosion of the hillsides.
- C. Planting native plants.
- 1) The restoration plan shall identify appropriate areas for planting native plants, including the areas where invasive non-native plants were removed.
 - 2) Planting of appropriate native plants shall be done to prevent erosion.
 - 3) Native plants appropriate for the specific location shall be planted in the form or container stock or seeds (See Botanical Survey Report for Pebbly Beach Road Project, by Catalina Island Conservancy, August 24, 2011).
 - 4) Planting of appropriate native plants may be done in phases.
 - 5) The planting of native plants shall occur outside of the bird breeding season that occurs between February 15 and August 31.
- D. Monitoring
- 1) The permittees shall actively monitor the project site for five years following the commencement of the project. Invasive non-native plant removal and native plant planting shall occur as necessary during this time. At the end of five years, no more than five percent (5%) of the project area shall be covered with invasive non-native plants, including fennel, English ivy, flax leaf broom, but not including non-native grasses.
 - 2) Each year, for a minimum of five years from the date of permit issuance, the permittees shall submit, for the review and approval of the Executive Director, an

annual vegetation monitoring report prepared by a qualified Resource Specialist. The annual monitoring report must cover the status of the listed native plant species (see above) and native plant communities and the percent cover of invasive non-native plants in the project area. The annual report shall also include photographic documentation of plant species and communities in the project area.

The permittees shall implement the restoration and monitoring plan in accordance with the final plan approved by the Executive Director. Any proposed changes to the approved final plan 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 pursuant to the requirements of the Coastal Act and the California Code of Regulations.

5. Conformance with the Requirements of the Resource Agencies

The permittees shall comply with all requirements, requests and mitigation measures from the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and the environment. Any change in the approved project that may be required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. No changes to the approved development shall occur without a Commission amendment to this coastal development permit or a new coastal development permit, unless the Executive Director determines that no amendment or new permit is required.

6. Maintenance Program

By acceptance of this permit, the permittees agree that the development (i.e., k-rails, debris fences and wire mesh draperies) approved by this coastal development permit shall be maintained on an ongoing basis in their approved locations. In the event that any portion of the k-rails, debris fences or wire mesh draperies become damaged or unattached to the hillside, the permittees shall submit a plan for repair or removal to the Executive Director. The Executive Director shall determine if the proposed repairs or removal from the hillside shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

7. Assumption of Risk

By acceptance of this permit, the applicants, on behalf of (1) themselves; (2) their successors and assigns and (3) any other holder of the possessory interest in the development authorized by this permit, acknowledge and agree (i) that the site may be subject to hazards from rockfall, landslides, storm waves, flooding and erosion; (ii) to assume the risks to the applicants 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 any injury or damage due to such hazards; and (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 (v).

8. Recording of the Proposed Easement and the Opening of Pebbly Beach Road

- A. Prior to January 31, 2013, or within such additional time as the Executive Director may grant for good cause, the co-applicants shall submit to the Executive Director, for review and approval, evidence that the landowner of the Easement Property (the Santa Catalina Island Company) and the City of Avalon have recorded the proposed Easement Agreement (attached as **Pages 3-9 of Exhibit #6 of the Staff Report dated March 29, 2012**) and effectively transferred the Easement Property for public access to the City of Avalon which allows the general public uninterrupted pedestrian, bicycle and vehicular access along the Pebbly Beach road right-of-way within the City limits of Avalon, consistent with the terms of its project description as proposed by the Santa Catalina Island Company in its letter to the Commission dated July 27, 2011, attached as **Exhibit #6 of the Staff Report dated March 29, 2012**.
- B. Prior to January 31, 2013, or within such additional time as the Executive Director may grant for good cause, the co-applicants shall submit to the Executive Director, for review and approval, evidence that Pebbly Beach Road is open for public use by pedestrians, bicyclists and vehicles.

9. Condition Compliance

Within sixty (60) days of Commission action on this coastal development permit application, or within such additional time as the Executive Director may grant for good cause, the applicants shall satisfy all requirements specified in the conditions hereto that the applicants are required to satisfy prior to issuance of this permit. Failure to comply with this requirement may result in the institution of enforcement action under the provisions of Chapter 9 of the Coastal Act.

10. Liability for Costs and Attorneys Fees

The permittees shall reimburse the Coastal Commission in full for all Coastal Commission costs and attorneys fees -- including (1) those charged by the Office of the Attorney General, and (2) any court costs and attorneys fees that the Coastal Commission may be required by a court to pay -- that the Coastal Commission incurs in connection with the defense of any action brought by a party other than the applicants against the Coastal Commission, its officers, employees, agents, successors and assigns challenging the approval or issuance of this permit. The Coastal Commission retains complete authority to conduct and direct the defense of any such action against the Coastal Commission.

11. Generic Deed Restriction-- Santa Catalina Island Company Parcel(s)

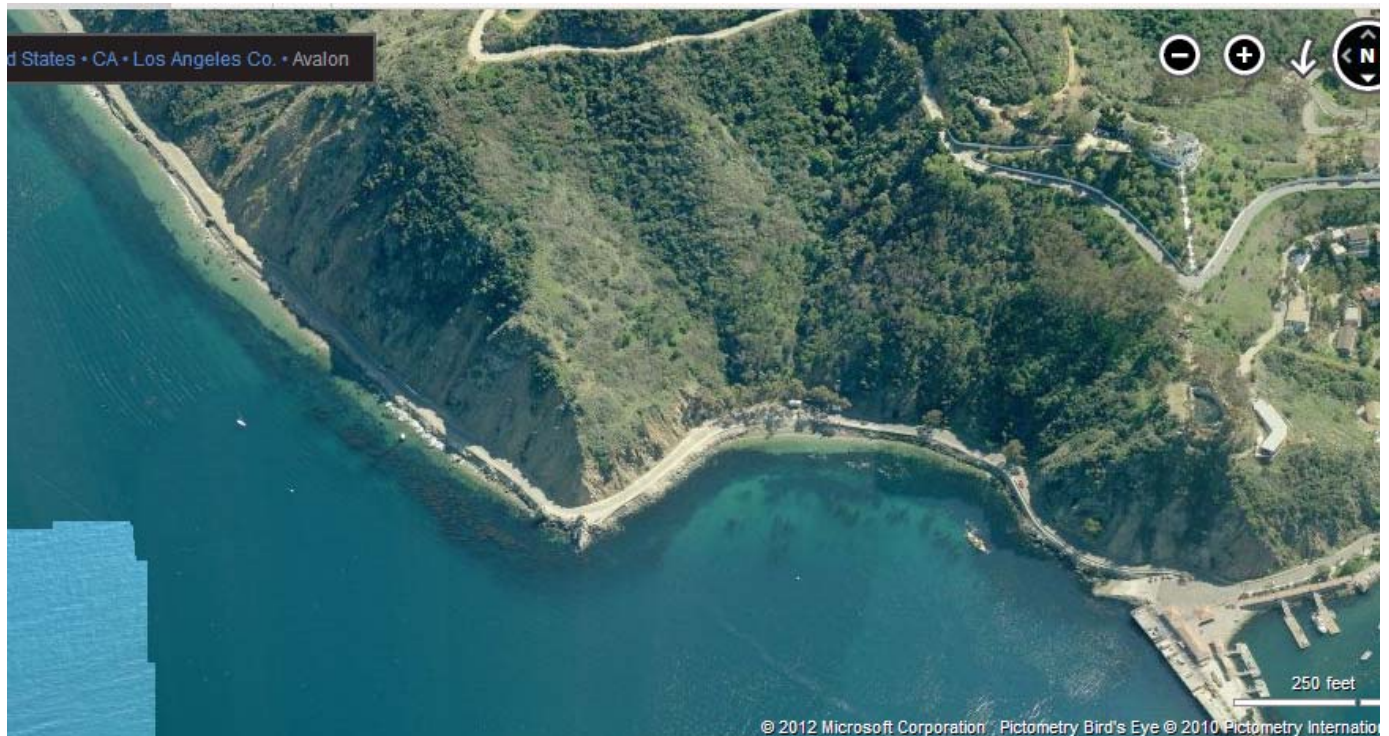
PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the co-applicant, Santa Catalina Island Company, shall submit to the Executive Director for review and approval documentation demonstrating that the co-applicant, Santa Catalina Island Company, has executed and recorded against the parcel(s) owned by Santa Catalina Island Company that are governed by this permit, including the Pebbly Beach Road parcel(s) subject to the proposed Easement Agreement, a deed restriction, in a form and content acceptable to the Executive Director: (1) indicating that, pursuant to this permit, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property; and (2) imposing the special conditions of this permit as covenants, conditions and restrictions on the use and enjoyment of the Property. The deed restriction shall include a legal description of the entire parcel or parcels owned by Santa Catalina Island Company governed by this permit, including the Pebbly Beach Road parcel(s) subject to the proposed Easement Agreement, and a graphic depiction of those parcels. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this permit shall continue to restrict the use and enjoyment of the subject property so long as either this permit or the development it authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property.

III. Findings and Declarations

The Commission hereby finds and declares:

A. Project Description

The proposed project is the Pebbly Beach Road Rockfall Mitigation Plan. The project involves the installation of rockfall barriers (i.e., k-rails, debris fences, rock bolts, and wire mesh draperies) along the inland side of Pebbly Beach Road, and on the hillsides above the road, in order to increase public safety and improve the safety of public access for pedestrians, bicyclists and vehicles (See Exhibits). The proposed project also includes a restoration component that involves the manual removal of invasive non-native plants from the project area. In order to protect sensitive native vegetation found in the project area, the implementation of the proposed project will be supervised by a qualified Resource Specialist. Areas where invasive non-native plants are removed will be planted with appropriate native plants. Also, seeds and cuttings of rare native plants will be collected for use in the Catalina Island Conservancy Native Plant Nursery.



Pebble Beach Road – Lover's Cove, City of Avalon, California.

The purpose of the proposed project is to increase public safety by preventing rocks from tumbling off of the steep hillsides onto the roadway, so that the shoreline road can be opened for use by the general public. Because of the risks to public safety caused by the eroding hillsides, the applicants have restricted the use of Pebbly Beach Road to persons in vehicles with hard tops. No pedestrian, bicyclists or golf carts are being allowed to access the segment of the road east of Cabrillo Mole. The co-applicants (the City of Avalon and the Santa Catalina Island Company) state that the road will be reopened to the public after the implementation of the proposed project (Exhibits #6&7).

The proposed project extends along a one-mile segment of Pebbly Beach Road, between Crescent Avenue and the Pebbly Beach industrial area (Exhibit #2). The Santa Catalina Island Company owns

the segment of Pebbly Beach Road that extends eastward from Cabrillo Mole (Exhibit #3). The City owns the right-of-way between Cabrillo Mole and Crescent Avenue. The Santa Catalina Island Company has proposed to grant the City an easement for public access and utilities over its segment of the roadway (Exhibit #6). The proposed project is expected to commence in September 2012 and take about five months to complete. In order to prevent disturbance to breeding birds, no work will occur during the period between February 15 and August 31. The project staging area will be situated in the Pebbly Beach industrial area.

The consulting geologists (Zeiser Kling Consultants, Inc.) state that the rockfall conditions that exist along Pebbly Beach Road are generally caused by natural fractures and weathering processes within the rock as well as the steep gradient (60 to 80 percent grade) and heights of the slopes. Their report states that rockfall is a condition that progressively worsens over time. The consulting geologists identified several mitigative options, including road closure, rock nets, rock fences, soldier piles and lagging walls, and grading of hillsides. The project currently proposed by the applicants would allow the road to be opened to the public, while at the same time, minimizing adverse impacts to the environment.

In order to reduce the danger of rockfall on the road, the applicants propose to place three-foot high k-rails and six-to-ten foot high barrier fences at the bottom of the slopes along inland side of the road (Exhibit #3). Draperies, consisting of wire mesh, will be bolted to the steep eroding hillsides and rock outcropping where geologists have identified the greatest risk of rockfall (Exhibit #5). In addition, areas with rockfall chutes will be protected with engineered rockfall barriers similar to debris fences (Exhibit #4). The strength and size of each barrier is dependant on the steepness of the slope and the size of potential boulders. The slopes without risk of rockfall will remain in their natural state. Cranes will be used to lift the draperies and anchors up from the road and onto the steep slopes. Approximately 328 cubic yards of rocks and soil will be removed from various points along the road in order to allow the installation of the rockfall barriers, but landforms will not be modified and no grading will occur on hillsides (Exhibit #3). Approximately 30,600 square feet of vegetated hillside area will be affected by the trimming necessary for the installation of the draperies. The roots and lower twelve-to-eighteen inches of above-ground growth from each native plant on the subject site will remain in place.

B. Environmentally Sensitive Habitat Areas (ESHA)

The hillsides in the project area contain environmentally sensitive habitat areas. Section 30240 of the Coastal Act requires that environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values.

Section 30240 of the Coastal Act states:

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas.

(b) Development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade such areas, and shall be compatible with the continuance of such habitat areas.

Section 30240 of the Coastal Act prohibits projects that involve significant disruption of habitat values. Projects that involve significant disruption of habitat values are typically those that propose permanent development within ESHA or in buffer areas that protect ESHA, resulting in development that would cause a significant adverse effect on sensitive species or habitat that provides foraging and/or nesting opportunities.

In the present proposal, the project will not result in the loss of sensitive species or habitat, nor will it impact habitat values such as nesting or foraging in the project site. While there will be temporary impacts to some native vegetation (i.e., trimming), the permit is conditioned to protect sensitive habitat areas while the proposed project is implemented. Therefore, as conditioned, the proposed project will not cause a significant adverse effect on sensitive species or habitat values and can be found consistent with Section 30240.

The proposed project will temporarily affect the vegetation on some of the hillsides where the rockfall barriers are proposed to be installed. Approximately 30,600 square feet of vegetated hillside area will be affected. However, most of this area is already subject to disturbance by erosion. Installation of the draperies involves the trimming of woody shrubs that are taller than eighteen inches. The native plants will not be removed in their entirety; the roots and twelve-to-eighteen inches of above ground vegetative growth, including blades and leaves that carry on photosynthesis will remain in place.

The Commission's staff ecologist has reviewed the project and based on her review finds that the trimming of the vegetation in this manner will not significantly disrupt any habitat value because the vegetation will be able to grow back through the wire mesh once the draperies are bolted to the hillside. In addition, the slopes will be more stable and erosion will be reduced once the draperies are installed. This will benefit the vegetation. The applicants have provided photographs which show plants that have grown through the wire mesh in other similar projects (Exhibit #8). Vegetation can be observed growing through wire mesh draperies that were installed on the inland side of Pacific Coast Highway in Malibu.

In order to reduce adverse impacts to the sensitive habitat in the project area, the applicants have agreed to implement the following mitigation measures:

- In order to prevent disturbance to any birds that may nest nearby, no work will occur between February 15 and August 31.
- A qualified Resource Specialist will be present during the vegetation trimming, and workers will be trained to recognize sensitive species.
- Areas that are situated between the authorized construction areas will be marked as "no-entry" to prevent inadvertent disturbance of habitat.
- Construction BMPs will be implemented to prevent deposition, spill or discharge of any liquid or solid into the sea.
- A qualified Resource Specialist will identify invasive non-native plants in the project area and direct workers to remove the invasive non-native plants as part of the proposed project.
- Seeds and cuttings of native plants will be collected during the trimming phase.

- Native plants will be planted in the areas where invasive non-native plants have been removed during fall and winter months (September through February) when additional irrigation will not be necessary.

The applicants have submitted two biology reports that have been prepared by the Resource Specialists at the Catalina Island Conservancy. These reports are entitled: Biological Review of the Pebbly Beach Road Cliff Stabilization Plan and Rockfall Mitigation Plan (“Biological Review”)(August 24, 2011) and Botanical Survey Report for Pebbly Beach Road Project (“Botanical Survey”)(August 24, 2011). The vegetative communities that were surveyed on the hillsides that will be affected by the proposed project consist primarily of Island Chaparral, Southern Coastal Bluff Scrub habitat, and Coastal Sage Scrub habitat. Southern Coastal Bluff Scrub habitat is identified as rare by the California Department of Fish and Game. No streams or riparian vegetation will be affected by the project. The Catalina Island Conservancy botanists have concluded that the proposed project would have no significant impact on these habitat areas because no trees or other native plants will be removed, no grading is proposed on the hillsides, and the wire mesh drapery will not prevent the native vegetation from re-growing. The botanists state that most, if not all, of the individual native plants are expected to survive and re-grow to eventually cover the draperies with native vegetation because the roots and twelve-to-eighteen inches of above ground vegetative growth will remain in place. Thus, over time, the expectation is that the native vegetation will cover the draperies. Once the non-native plants are removed and the native vegetation grows through the wire mesh, the habitat value will be improved because of the increased stability of the substrate and surrounding vegetation.

The Biological Review also states that no active or inactive bird nesting or roosting sites exist in the areas to be affected by the proposed project. Also, the Biological Review did not find any bats or other protected species of animals on the project site, and no guano has been observed. The Catalina Island Conservancy biologists state that there are no significant risks to nesting birds because the project is being scheduled to avoid bird nesting season (February 15 to August 31). This timing restriction will also protect bats during their maternity period which runs May through August.

The Commission finds that the proposed project will have only minimal and temporary impacts to ESHA, none of which rise to the level of a significant disturbance of habitat values, and that these temporary impacts can be adequately mitigated by conditions of the coastal development permit. Special Condition Two states that no work shall occur during the period between February 15 and August 31 in order to prevent disturbance to breeding birds. Special Condition Two also states that if an active nest is located, all work within three hundred feet of the nest (or within five hundred feet for raptor nests) shall be postponed until such nest is vacated and juveniles have fledged and when there is no attempt of a second nesting. As conditioned, the proposed project will not adversely affect breeding birds or bats.

The applicants have already proposed to schedule the project for September through January. The Commission’s staff ecologist has reviewed the proposed project and based on her review finds that this time frame also happens to be the best time to trim and plant because it occurs during fall and winter months when temperatures are lower and when Southern California receives the most precipitation. Plants should be trimmed after they have flowered and when growth is minimal; fall trimming is recommended because this is when both of these criteria are best met. Fall planting is also recommended because planting in the fall enables roots to be established throughout the rainy season before plants are stressed from the low-to-no precipitation pattern of Southern California summers.

The proposed project's temporary impacts to the native vegetative communities can be adequately mitigated by the ongoing management and monitoring of the project site as proposed by the applicants and conditioned by this coastal development permit. Special Condition Four requires the applicants to direct a qualified Resource Specialist to prepare a detailed restoration and five-year monitoring plan for the project area. The restoration and monitoring plan shall include specific provisions for vegetation trimming, removal of invasive non-native plants, planting of native plants, and monitoring. The condition requires that the qualified Resource Specialist shall train the workers and be on-site to supervise all vegetation trimming so that all native plants will be protected to the greatest extent possible. In addition, the applicants, with supervision by the Resource Specialist, are required to enhance the habitat values by removing invasive non-native plants from the project area and then replanting the areas where non-native plants have been removed with appropriate native plants. Invasive non-native plant removal will be done by hand and in phases, outside of the bird breeding season, in order to reduce the potential for increased erosion of the hillsides. Only as conditioned will the environmentally sensitive habitat areas be protected against significant disruption of habitat values as required by Section 30240 of the Coastal Act.

Special Condition Five requires the permittees to comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and the environment.

The proposed rockfall hazard mitigation project is permitted in ESHA because it involves only minor and temporary impacts that will be fully mitigated by the special conditions of the coastal development permit. Therefore, the Commission finds that the project, as conditioned, is consistent with Section 30240 of the Coastal Act because the proposed development, as conditioned, has been sited and designed to prevent impacts which would significantly disrupt sensitive habitat areas, and will be compatible with the continuance of such habitat areas. Thus, no significant impacts will occur to ESHA.

C. Marine Resources – Water Quality

The Coastal Act contains policies that address development in or near coastal waters. The proposed project is located near coastal waters at Santa Catalina Island (See Exhibits). No work is proposed in the water. All work will occur on Pebbly Beach Road and on the hillsides inland above the road. Sections 30230 and 30231 of the Coastal Act require the protection of biological productivity, public recreation and marine resources. Section 30240 of the Coastal Act requires that the proposed project shall be sited and designed to prevent impacts which would significantly degrade environmentally sensitive habitat areas. The intertidal and subtidal areas around the island contain environmentally sensitive habitat areas which shall be protected from the adverse impacts of development. The permit is conditioned to protect these marine resources.

Section 30230 of the Coastal Act states:

Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all

species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

Section 30231 of the Coastal Act states:

The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, and minimizing alteration of natural streams.

Due to the project's location near coastal waters, it is necessary to ensure that construction activities will be carried out in a manner that will not adversely affect recreation, water quality or marine resources. The potential adverse impacts to water quality and marine resources include discharges of contaminated runoff and sedimentation during construction and as a result of grading along the side of the road and the use of heavy equipment (fuel and oil leaks). The proposed project includes the implementation of specific best management practices to mitigate the potential adverse impacts of the project. The proposed best management practices include provisions to prevent discharges into the water during construction (e.g., sand bagging, runoff diversions, and silt curtains).

In order to prevent adverse impacts to marine waters from construction activities, the Commission is imposing Special Condition Three, which requires that specific mitigation measures be implemented in order to ensure that water quality, biological productivity and marine resources are protected as required by Sections 30230, 30231 and 30240 of the Coastal Act.

Special Condition Three requires the permittees to implement the following best management practices in order to minimize potential adverse environmental impacts:

- Machinery or construction materials are prohibited at all times in the subtidal and intertidal zones.
- Staging and storage of construction machinery and storage of debris shall not take place on any beach.
- Sand from the beach, cobbles, or shoreline rocks shall not be used for construction material.
- Netting, sandbags, tarps and/or other forms of barriers shall be installed between the water and work areas and equipment storage areas to prevent any unpermitted material from entering the water.
- The storage or stockpiling of soil, silt, other organic or earthen materials, or any materials and chemicals related to the construction shall not occur where such materials/chemicals could pass into the water. Stockpiled fill shall be stabilized with geofabric covers or other appropriate cover.

- Spills of construction equipment fluids or other hazardous materials shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.
- Construction vehicles operating at the project site shall be inspected daily to ensure there are no leaking fluids. Equipment and machinery shall be serviced, maintained and washed only in confined areas specifically designed to control runoff and prevent discharges into Avalon Bay or the sea. Thinners, oils or solvents shall not be discharged into sanitary or storm sewer systems.
- Washout from concrete trucks shall be disposed of at a location not subject to runoff and more than fifty feet away from all storm drains, open ditches and surface waters.
- All floatable debris and trash generated by construction activities within the project area shall be disposed of as soon as possible or at the end of each day.
- All grading and excavation areas shall be properly covered and sandbags and/or ditches shall be used to prevent runoff from leaving the site, and measures to control erosion must be implemented at the end of each day's work.
- In the event that lead-contaminated soils or other toxins or contaminated material are discovered on the site, such matter shall be stockpiled and transported off-site only in accordance with Department of Toxic Substances Control (DTSC) rules and/or Regional Water Quality Control Board (RWQCB) regulations.
- The permittees shall properly dispose of all demolition and construction debris resulting from the proposed project at an appropriate location, either off-island, at the Santa Catalina Island Seagull Sanitation Systems facility, or an on-island location approved by the Executive Director.
- At the end of the construction period, the permittees shall inspect the project area and ensure that all debris, trimmings, trash and construction materials have been removed from the area and taken to an appropriate location.

Only as conditioned will the proposed project ensure that marine resources and water quality be protected as required by Sections 30230, 30231 and 30240 of the Coastal Act.

D. Public Access and Recreation

One of the basic goals stated in the Coastal Act is to maximize public access and recreation along the coast. The proposed project is conditioned to conform with the following Coastal Act policies which protect and encourage public access and recreational use of coastal areas.

Section 30210 of the Coastal Act states:

In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.

Section 30211 of the Coastal Act states:

Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization, including, but not limited to, the use of dry sand and rocky coastal beaches to the first line of terrestrial vegetation.

Section 30213 of the Coastal Act states:

Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred...

The purpose of the proposed project is to increase public safety so that Pebbly Beach Road can be opened for use by the general public. Because of the risks to public safety caused by the eroding hillsides, the applicants have restricted the use of Pebbly Beach Road to persons in vehicles with hard tops. The Santa Catalina Island Company owns the segment of Pebbly Beach Road that extends eastward from Cabrillo Mole (Exhibit #3). The City owns the right-of-way between Cabrillo Mole and Crescent Avenue. No pedestrian, bicyclists or golf carts are currently being allowed to access the segment of the road east of Cabrillo Mole. The applicants state that the road will be reopened to the public after the implementation of the proposed project, which includes the Santa Catalina Island Company granting the City an easement for public access (Exhibits #6&7).

Pebbly Beach Road is one of the two primary overland transportation routes out of the City of Avalon. The road runs along the shoreline and has historically provided excellent and continuous public access to the sea for visitors and residents of the island, including Lover's Cove and Pebbly Beach, for the past several decades. The road is currently only open to the public who access the road in vehicles with hard tops. The proposed project will not interfere with public access along the shoreline, except for the temporary disruptions that may occur during the completion of the permitted development. The proposed project will take place primarily during the fall and winter when there are fewer visitors to the island, which will further reduce any adverse impacts to access.

Special Condition Eight requires the co-applicant (the Santa Catalina Island Company) to carry out its proposal to dedicate an easement over its portion of Pebbly Beach Road to the City of Avalon, which the City shall accept, for public access. The easement will provide the public with pedestrian, bicycle and vehicular access along the portion of Pebbly Beach Road within the Avalon city limits, thereby providing maximum access to recreational opportunities along the coast. Special Condition Eight also

requires the applicants to open the road to the public for pedestrians, bicyclists and vehicles by January 31, 2013, or within additional time granted by the Executive Director for good cause. As conditioned, the proposed project is consistent with the public access and recreation policies of the Coastal Act.

In addition, Special Condition One is imposed in order to prevent any future development from occurring (and affecting public access) without a coastal development permit or amendment to this permit. The future development restriction (Special Condition One) applies equally to both co-applicants. To ensure that the public and any prospective future owners of the property are made aware of the applicability of the conditions of this coastal development permit, the Commission imposes one additional condition (Special Condition Eleven) which requires the private property co-applicant (Santa Catalina Island Company) to record a deed restriction against its private property, referencing all of the special conditions of this permit and imposing them as covenants, conditions and restrictions on the use and enjoyment of the property.

Special Condition Eleven applies only to the co-applicant, the Santa Catalina Island Company, because the Commission does not typically impose this condition on public property since there is an inherent public interest in keeping public property, especially a public road, open for public access. Thus, the Special Condition Eleven does not apply to the City property governed by this permit. To ensure maximum access along Pebbly Beach Road, however, the Commission is imposing the Special Condition Eleven on the privately-owned Santa Catalina Island Company parcels so that the public has adequate notice that any future use restrictions or closures of public access along its portion of Pebbly Beach Road will require Commission review (as stated in Special condition One). As conditioned, this permit ensures that any prospective future owner of any of Santa Catalina Island Company's parcels governed by this permit will receive actual notice of the restrictions and/or obligations imposed on the use and enjoyment of the land in connection with the authorized development. As conditioned, the proposed project is consistent with the public access and recreation policies of the Coastal Act.

E. Visual Resources

Section 30251 of the Coastal Act states:

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...

Section 30251 of the Coastal Act requires that the scenic and visual resources of coastal areas be considered and protected as a resource of public importance. In addition, public views to and along the ocean and scenic coastal areas shall be protected. The proposed project involves the installation of debris fences and draperies on the hillsides above Pebbly Beach Road. The proposed project will not block any views to or along the ocean, but the development may be visible from the road and the sea. The visual impact, however, will be minimal because most of the rockfall barriers will be located at the base of the hillsides near the road and next to existing road cuts. The proposed draperies are comprised of wire mesh and are transparent from a distance. Furthermore, the wire mesh draperies allow the vegetation to re-grow and hide much of the wire mesh from view. The applicants have submitted photographs of similar hillside stabilization projects which show that the draperies are obscured by vegetation (Exhibit #8).

The applicants do not propose to treat the wire mesh or rockfall barriers with paint or plastic coverings because they want to avoid the release of such substances into the environment as the structures age. In order to ensure that the structures are properly maintained to prevent unsightly dangling of mesh or damaged barriers on the hillsides, the Commission imposes Special Condition Six. Special Condition Six requires that the k-rails, debris fences and wire mesh draperies approved by this coastal development permit shall be maintained in their approved locations. In the event that any portion of the k-rails, debris fences or wire mesh draperies become damaged or unattached to the hillside, the permittees are required to develop a plan for repair or removal and to submit the plan to the Executive Director for approval. Therefore, as conditioned, the proposed project will not block any existing public views or result in any significant change to visual resources, and is consistent with Section 30251 of the Coastal Act.

F. Hazards

The Coastal Act states that new development must minimize risks to life and property and not create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area.

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.

The proposed project is designed to minimize risks to life and property, and it will not create or 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. The project does not involve any landform alteration.

No development in the ocean or near the shoreline can be guaranteed to be safe from hazard. All development located in or near the ocean have the potential for damage caused by wave energy, floods, seismic events, storms and erosion. The proposed project is located adjacent to the Pacific Ocean and is susceptible to natural hazards. In addition, the proposed project will take place on steep hillsides above a road that is endangered by rockfall and erosion. The Commission routinely imposes conditions for assumption of risk in areas at high risk from hazards. Special Condition Seven ensures that the permittees understand and assume the potential hazards associated with the development.

G. Unpermitted Development

After receiving reports of closure of Pebbly Beach Road to pedestrians, Commission enforcement staff sent the City of Avalon letters on March 25, 2010 and June 29, 2010 informing the City that: (1) restriction of public access to Pebbly Beach Road constitutes development under the Coastal Act and City's LCP, (2) pursuant to Coastal Act Section 30600 and provisions of the City's LCP, any person wishing to perform or undertake any development in the coastal zone is required to obtain a coastal development permit authorizing such development, and (3) no coastal development permits have been

issued for the development. Staff's letters requested that the City address the road closure through the coastal development permit process. In response to staff's letters, the co-applicants submitted this application for a coastal development permit to authorize safety measures to be implemented in conjunction with reopening of Pebbly Beach Road to pedestrians and bicyclists, and the formalization of public access on the road.

To ensure that unpermitted restrictions on public access are lifted and public access to Pebbly Beach Road is restored in a timely manner, Special Condition Nine requires that the applicants satisfy all conditions of this permit which are prerequisite to the issuance of this permit within sixty days of Commission action, or within such additional time as the Executive Director may grant for good cause. Special Condition Eight requires that the applicants to record the proposed easement agreement and open the road to the public by January 31, 2013, or within such additional time as the Executive Director may grant for good cause.

Although development has taken place prior to Commission action on this permit application, consideration of the application by the Commission is based solely upon Chapter 3 policies of the Coastal Act with the City of Avalon LCP used as guidance. Commission action on this permit application does not constitute a waiver of any legal action with regard to the alleged violation nor does it constitute an admission as to the legality of any development undertaken on the subject site without a coastal development permit or permit amendment.

H. California Environmental Quality Act (CEQA)

Section 13096 of the California Code of Regulations requires Commission approval of coastal development permit application to be supported by a finding showing the application, 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 City of Avalon is the lead agency for the purposes of CEQA review. On March 15, 2011, the City of Avalon certified a Mitigated Negative Declaration for the Pebbly Beach Road Rockfall Mitigation Project. Furthermore, the proposed project has been conditioned in order to be found consistent with the Chapter 3 policies of the Coastal Act. Mitigation measures, in the form of special conditions, require the applicants to: a) install the development outside of the bird breeding season, b) implement best management practices to minimize adverse impacts to water quality and marine habitat, c) remove non-native plants and plant appropriate native plants in their place, d) record the proposed public access easement and restore public pedestrian, bicycle and vehicular access along Pebbly Beach Road, e) maintain the approved development, f) comply with the requirements of the resource agencies, and g) assume the risks of the development.

As conditioned, there are no feasible alternatives or additional feasible mitigation measures available which would substantially lessen any significant adverse effect which the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned to mitigate the identified impacts, is the least environmentally damaging feasible alternative and complies with the applicable requirements of the Coastal Act to conform to CEQA.

I. Local Coastal Program

The Commission's standard of review for the proposed development is the Chapter 3 policies of the Coastal Act. The City of Avalon certified LCP is advisory in nature and may provide guidance.

The Commission certified the City of Avalon LCP on May 21, 1981. The proposed project, which supports public access and recreation along Pebbly Beach Road and to Lover's Cove and Pebbly Beach, is consistent with the City of Avalon certified LCP.

The City of Avalon certified LCP sets forth the following relevant policies:

- | | |
|---------------------------|--|
| Access Policy 1: | Constantly monitor and improve transportation from the mainland to Avalon to assure affordable and efficient transportation to residents and visitors alike and continue to minimize private automobile use in Avalon. |
| Access Policy 8: | East slope development shall be restricted to 150' above mean high tide line to insure public access of Lover's Cove. |
| ESHA Policy 3: | Existing air and water quality in Avalon shall be a primary concern in any new development or potentially impacting activity. |
| ESHA Policy 4: | Streams, canyons and riparian, and other environmentally sensitive areas shall be protected, and where possible shall be designated as a park. |
| Marine Resource Policy 1: | Identify and control existing sources of runoff into the harbor and surrounding coves. |
| Marine Resource Policy 2: | Require new developments adjacent to the water to use the best mitigation measure available for controlling runoff. |
| Hazard Policy 3: | Locate new developments to avoid hazards. |
| Visual Resource Policy 1: | Establish pedestrian walkways to scenic vista points and identify them with tiled inlays, flags or the like. |
| Visual Resource Policy 4: | Allow no development along the shoreline which in any way restricts the view of the water from the adjacent pedestrian walk. |
| Visual Resource Policy 6: | Identify scenic roadways for preservation of view scapes. |
| Public Works Policy 5: | Require stringent runoff mitigating measures in any new development. |

As conditioned, the proposed development is consistent with Chapter 3 of the Coastal Act and the certified LCP for the area.

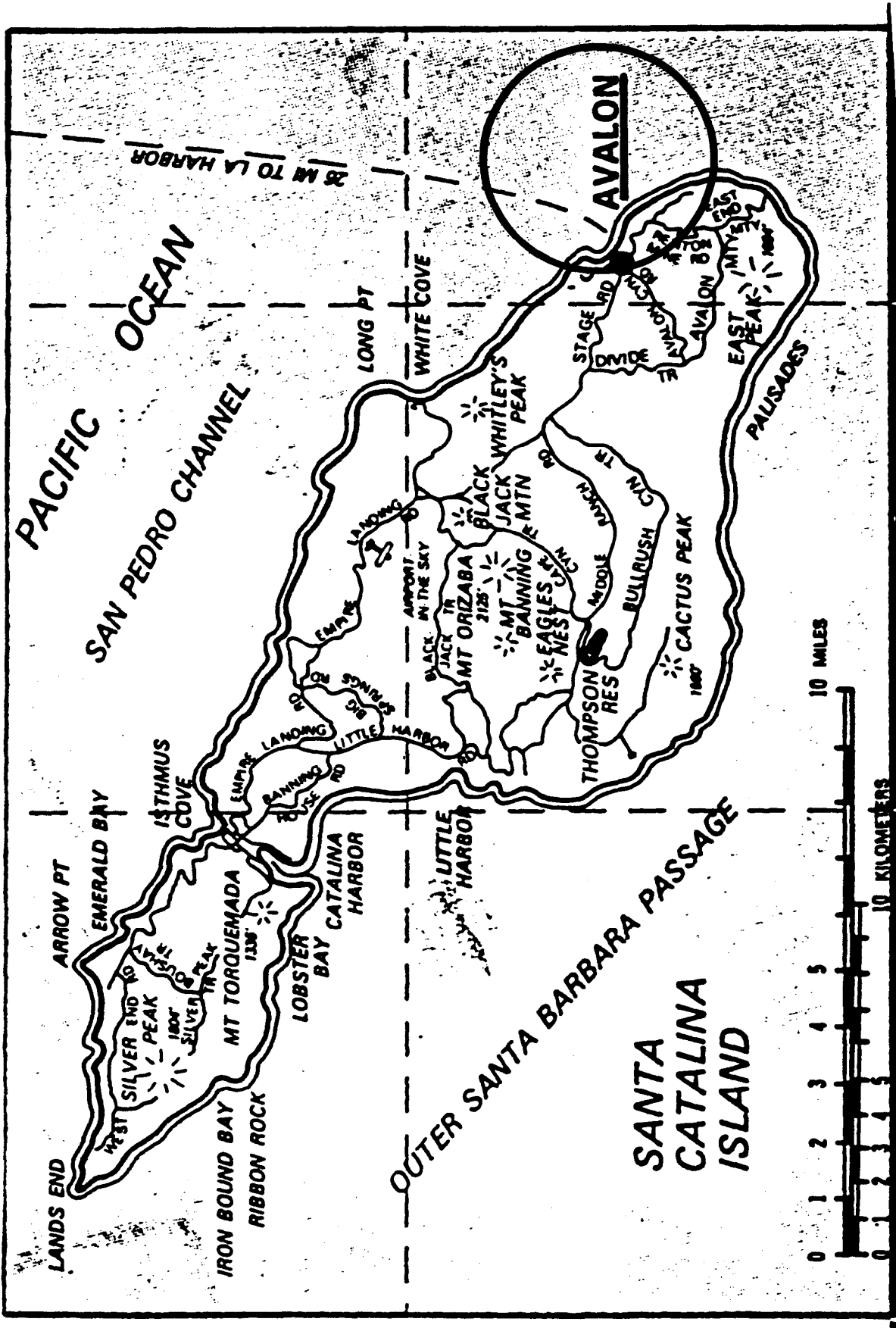
APPENDIX

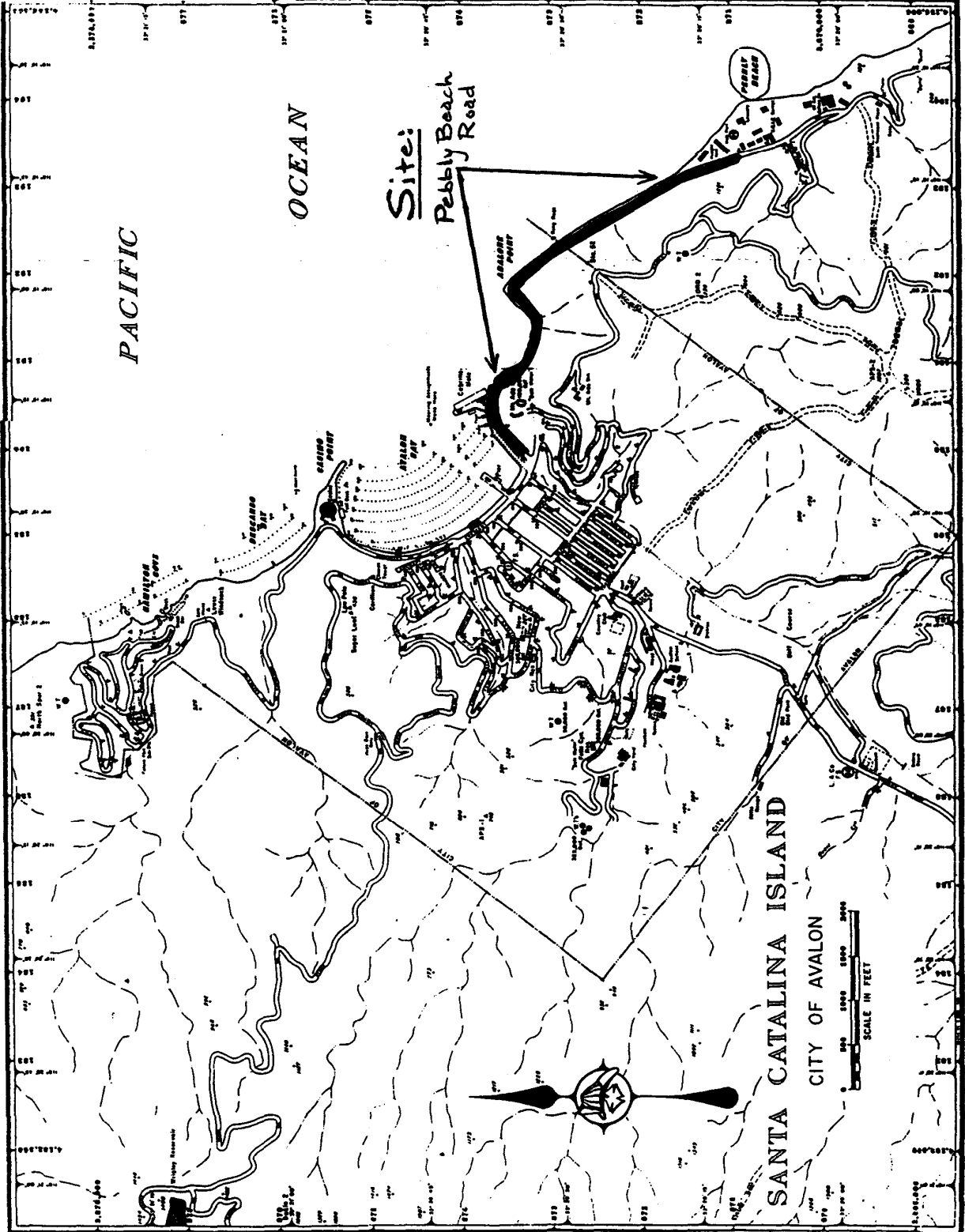
SUBSTANTIVE FILE DOCUMENTS:

1. City of Avalon certified Local Coastal Program (LCP), May 21, 1981
2. Biological Review of the Pebbly Beach Road Cliff Stabilization Plan and Rockfall Mitigation Plan, by Catalina Island Conservancy (August 24, 2011).
3. Botanical Survey Report for Pebbly Beach Road Project, by Catalina Island Conservancy (August 24, 2011).
4. City of Avalon certified Mitigated Negative Declaration for the Pebbly Beach Road Rockfall Mitigation Project (SCH# 2011031043), 3/15/2011.
5. Preliminary Geotechnical Evaluation of Rockfall Potential Along Portions of Pebbly Beach Road, City of Avalon, California, by Zeiser Kling Consultants, Inc. (PN)5132-00), 9/22/2006.

STANDARD CONDITIONS:

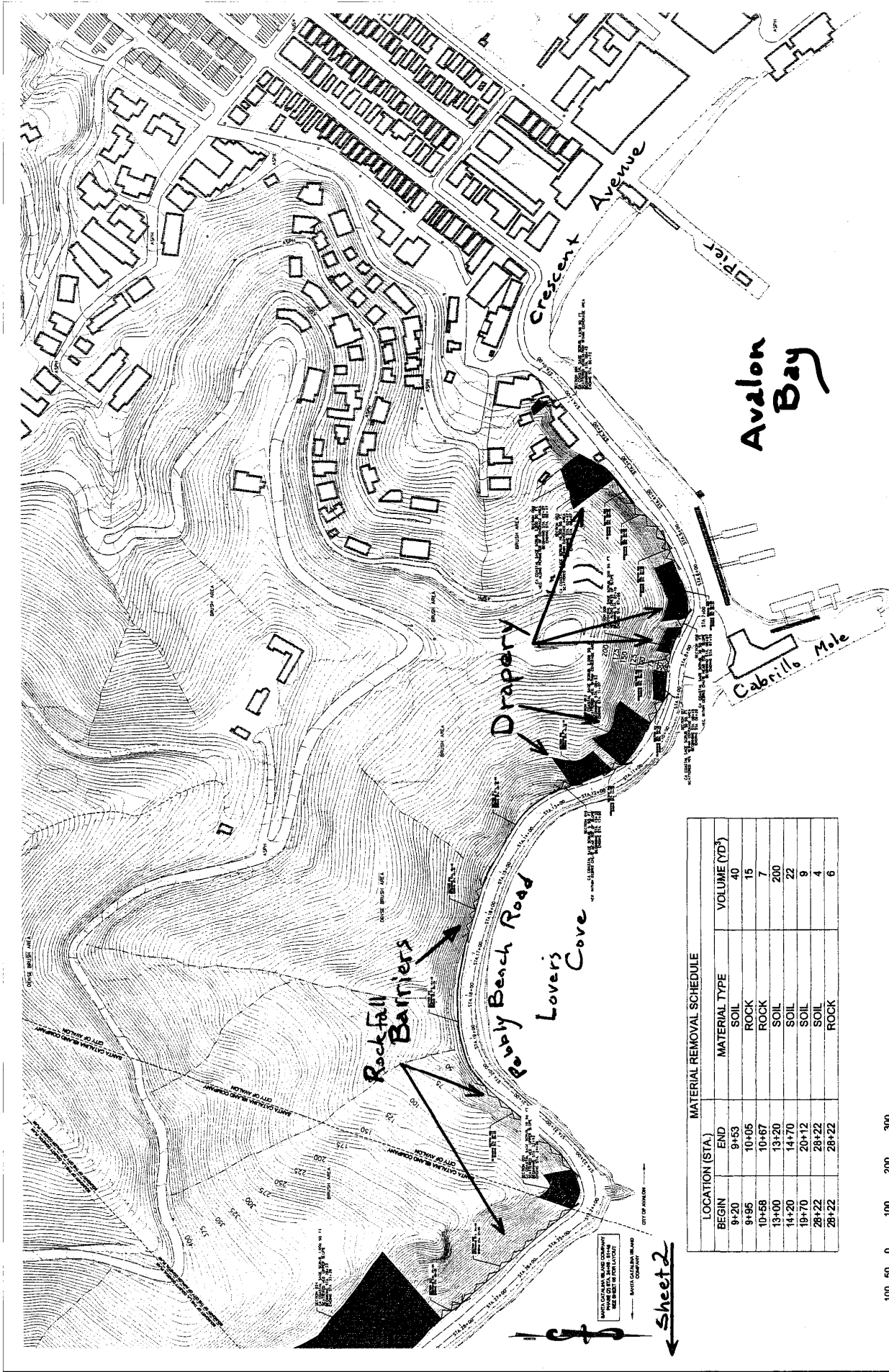
1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. 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.
5. 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.





COASTAL COMMISSION
 5-11-133

EXHIBIT # 2
 PAGE 1 OF 1



MATERIAL REMOVAL SCHEDULE

LOCATION (STA.)		MATERIAL TYPE	VOLUME (YD ³)
BEGIN	END		
9+20	9+53	SOIL	40
9+95	10+05	ROCK	15
10+58	10+67	ROCK	7
13+00	13+20	SOIL	200
14+20	14+70	SOIL	22
19+70	20+12	SOIL	9
28+22	28+22	SOIL	4
28+22	28+22	ROCK	6



CITY OF AVALON

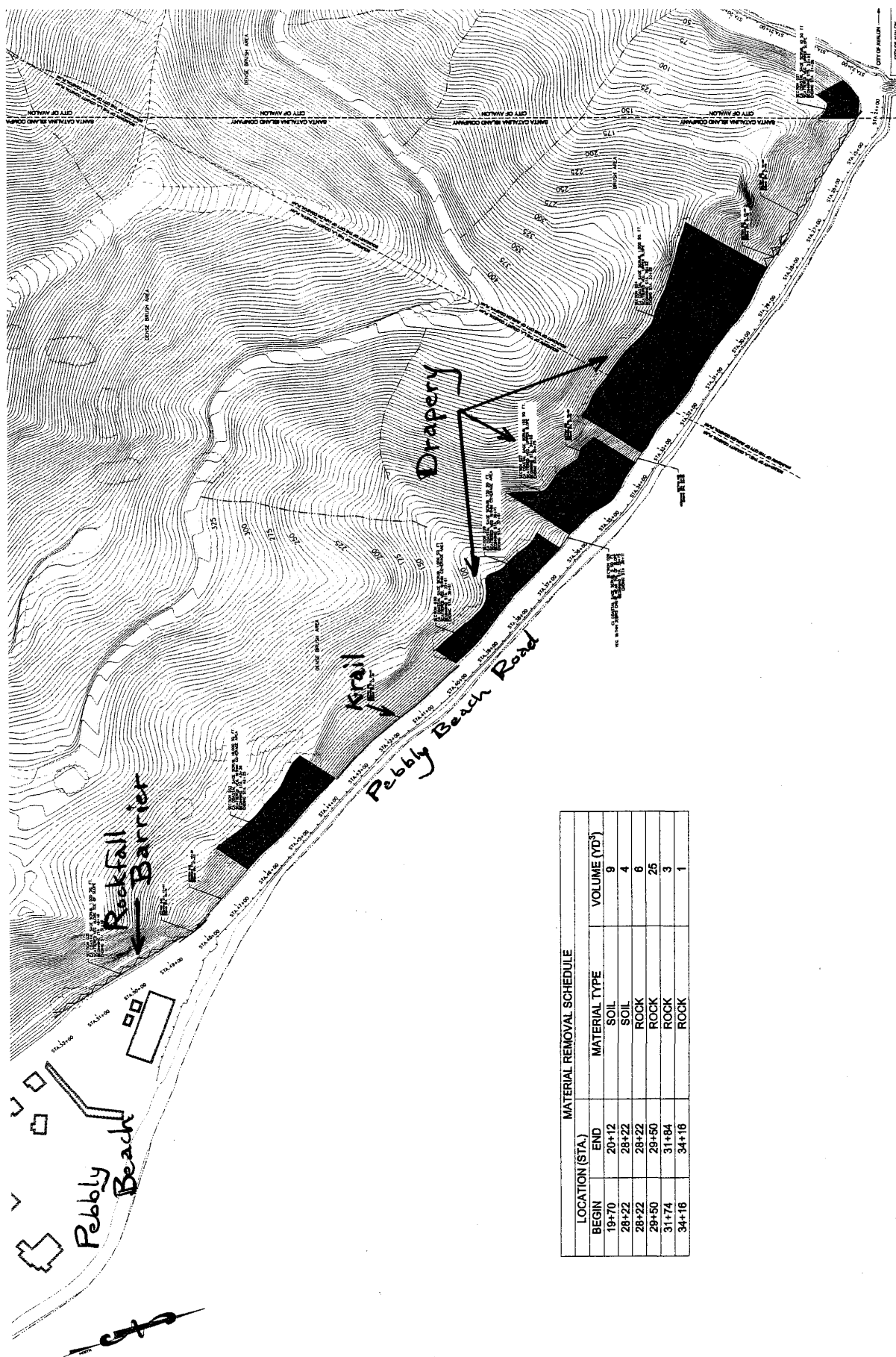
STA. 0+00 - 24+06

VEGETATION AND EARTHWORK PHASE (1)

COASTAL COMMISSION

EXHIBIT # 3
PAGE 1 OF 2

5-11-133



SANTA CATALINA ISLAND COMPANY
 STA. 24+06 - 51+46

VEGETATION AND EARTHWORK PHASE (2)

SANTA CATALINA ISLAND COMPANY

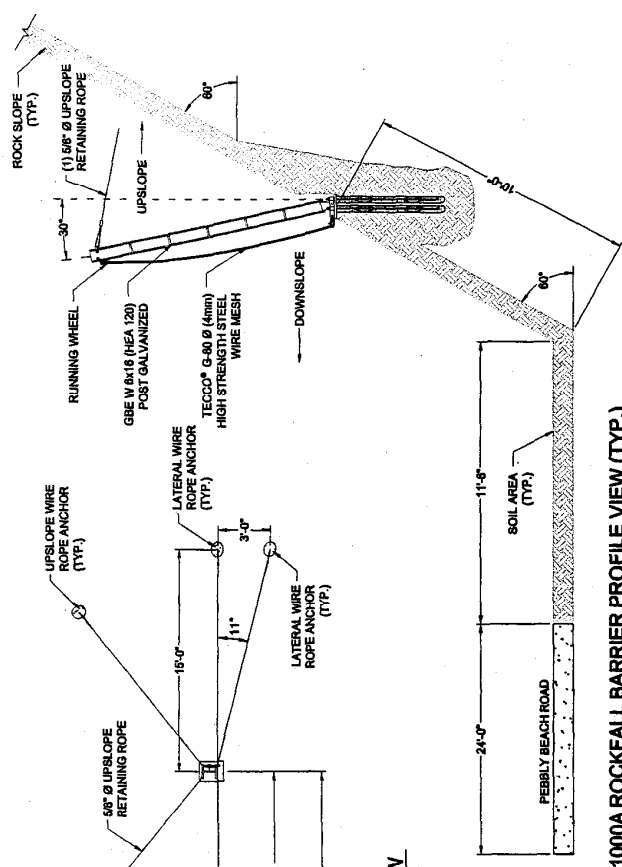
MATERIAL REMOVAL SCHEDULE

LOCATION (STA.)		MATERIAL TYPE	VOLUME (CY)
BEGIN	END		
19+70	20+12	SOIL	9
28+22	28+22	SOIL	4
28+22	28+22	ROCK	6
29+50	29+50	ROCK	25
31+74	31+84	ROCK	3
34+16	34+16	ROCK	1



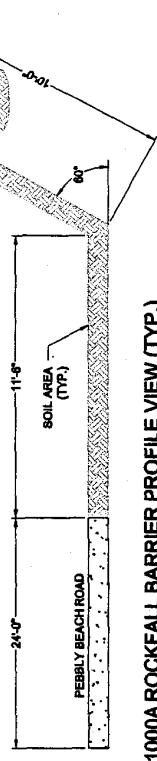
COASTAL COMMISSION

5-11-133

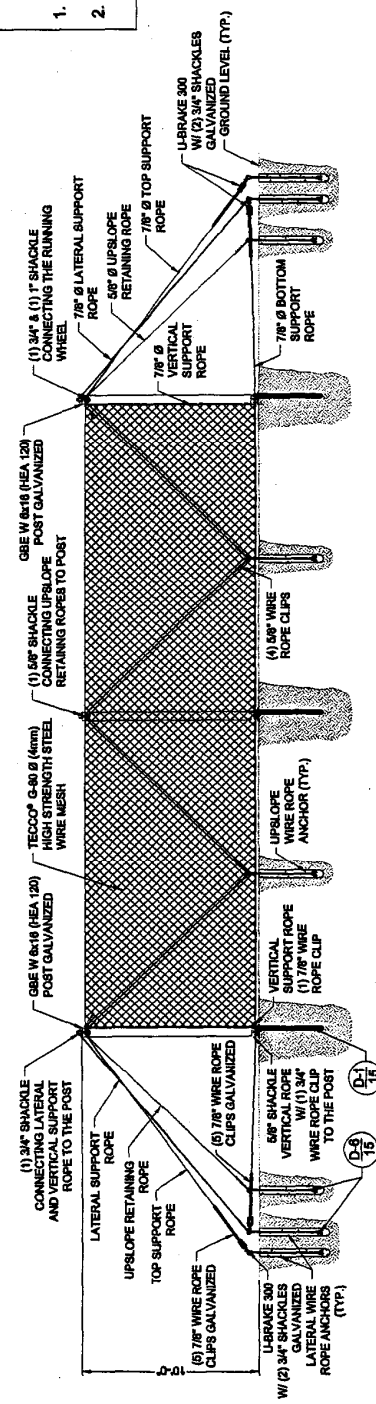


L-1 GBE-1000A ROCKFALL BARRIER PLAN VIEW
SCALE: N.T.S.

D-1 GBE-1000A ROCKFALL BARRIER PROFILE VIEW (TYP.)
SCALE: N.T.S.



- NOTES:**
1. GBE-1000A PRODUCT DETAILS SEE SHEET 13.
 2. POST AND ANCHOR FOUNDATIONS SEE SHEET 15.



L-2 GBE-1000A ROCKFALL BARRIER ELEVATION VIEW
SCALE: N.T.S.

STA. 04+90 - 05+50

SECTION (006) GBE-1000A ROCKFALL BARRIER

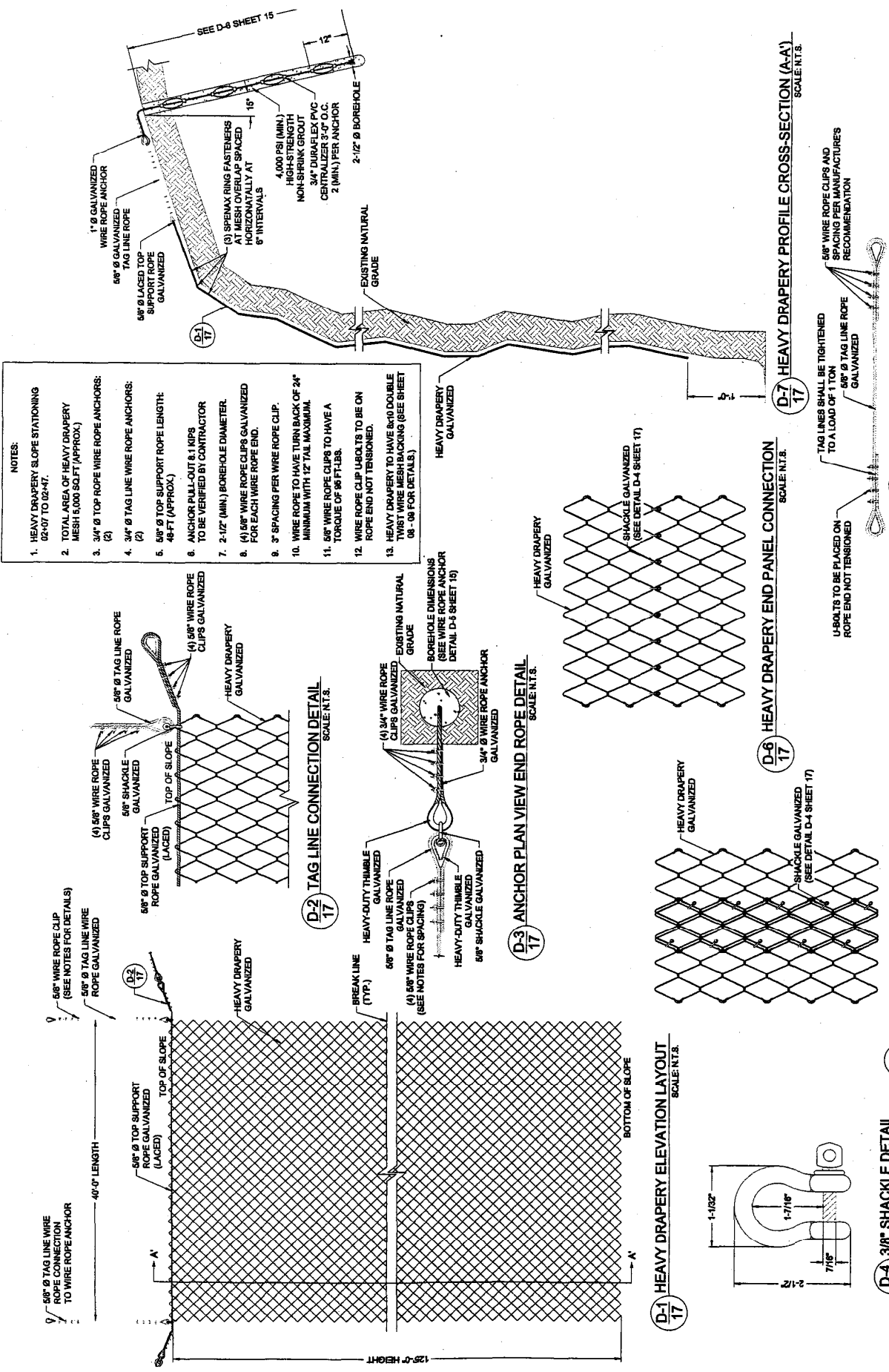
COASTAL COMMISSION

Barrier Fence

S-11-133

EXHIBIT # **4**

PAGE **1** OF **1**



SECTION (002) HEAVY DRAPERY
 STA. 02+07 - 02+47

Drapery

COASTAL COMMISSION
 5-11-133

EXHIBIT # 5
 PAGE 1 OF 1



SANTA CATALINA ISLAND COMPANY

July 27, 2011

Mr. Charles Posner
California Coastal Commission
200 OceanGate, Suite 1000
Long Beach, CA 90802-4302

RE: Coastal Permit Application No. 5-11-133 – Reason for the Project

Dear Mr. Posner:

Pebble Beach Road (Road) has historically served as a personal vehicle route and the main commerce delivery route going into and back out of the City of Avalon (City) from the Pebble Beach industrial and residential areas, as the main route to the only gas station located in the Pebble Beach industrial area, and as a tourist route.

The Santa Catalina Island Company (SCICo) owns and maintains the portion of the Road from Abalone Point to the heliport. The City owns and maintains the portion from Abalone Point through Lovers' Cove to Crescent Avenue.

Rockfall has been an ongoing problem along the Road between its intersection with Crescent Avenue within the City and the heliport area. Most of the rockfall tends to be relatively small, but large rocks have fallen on occasion, particularly after rain storms.

In November 2006 SCICo contracted with Zeisler Kling Consultants to perform a study of rockfall risk to the public and provide recommendations for mitigating public safety concerns. Based on the consultant's recommendations, K-rail was placed at various locations and pedestrian, bicycle, golf cart and open vehicle use was restricted on SCICo's portion of the Road which was also closed periodically during periods of heightened rockfall risk.

The use restrictions on the Road have caused inconvenience to local residents, economic losses to businesses located along the Road, an unwanted increase in traffic on the alternate route, and a reduction in tourist use of the Road for sightseeing which is believed to have negatively impacted visitor interest generally and hence the local economy. The Project would mitigate the public safety risk and thereby allow reopening of the Road to the public without restriction except when heightened rockfall risk conditions exist. In addition to expected beneficial effects on local businesses and the enhanced convenience of residents and visitors, reopening the Road will improve coastal access.

SCICo will grant the City an easement over the roadway and adjacent shoulders for public street and highway purposes and for underground utilities. The City will also obtain an easement on adjacent hillsides for maintenance and stabilization.

COASTAL COMMISSION

5-11-133

EXHIBIT # 6

PAGE 1 OF 2

Please let me know if you require further information concerning the benefits of the Project.

Sincerely,



Mark Bradshaw
Architect/Project Manager

cc: Randall Herrel
John Anglin

COASTAL COMMISSION

5-11-133

EXHIBIT # 6

PAGE 2 OF 9

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$0.00

This is a conveyance of an easement and the consideration is less than \$100.00, R & T 11911.

EASEMENT AGREEMENT

(Pebble Beach Road)

This Easement Agreement ("Agreement") is made this 7th day of March, 2011 by and between the Santa Catalina Island Company, a Delaware corporation ("SCICo"), and the City of Avalon, a municipal corporation ("City"). SCICo and City are collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

A. SCICo is the owner of real property located in the County of Los Angeles, State of California generally described as a portion of Pebble Beach Road, including the paved roadway, the seaward and upland unpaved shoulders of Pebble Beach Road, the road bed and riprap (the paved roadway, unpaved shoulders, road bed and riprap herein collectively called the "Road") and adjacent upland hillsides ("Hillsides"). The Road and Hillside are described as Parcel 1 and Parcel 2, respectively, in Exhibit A attached hereto and incorporated herein by reference and are herein collectively called the "Easement Property".

B. By the terms of that certain Improvement and Dedication Agreement executed by City, the Avalon Community Improvement Association and SCICo dated March 7, 2011 ("Dedication Agreement"), SCICo has offered to dedicate, and City has accepted the dedication of, easements on, over and across the Easement Property as set forth herein.

C. This Agreement is entered into pursuant to the Dedication Agreement, the provisions of which are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, it is agreed as follows:

1. Grant of Easements. SCICo hereby grants to City:

COASTAL COMMISSION
5-11-133

EXHIBIT # 6

PAGE 3 OF 2

EXECUTION VERSION
EXHIBIT C

- (a) an easement for public street and highway purposes over and across the Road, which purposes shall include transit by vehicles, bicycles and pedestrians, and for the maintenance, repair and replacement of the roadway, shoulders, road bed, riprap and other roadway improvements and appurtenances ("Road Easement");
- (b) an easement over the Hillsides for maintenance, repair, and stabilization ("Hillside Easement"); and
- (c) an easement over, under and across the Road for the installation, maintenance, repair and replacement of public utility lines, pipes and other facilities and appurtenances (collectively "facilities"), including sewer, water, electricity, natural gas, telephone and data transmission facilities ("Utility Easement"). All facilities shall be underground. City shall not interfere with other existing easements in connection with its use of the Utility Easement. SCICo may require that the Utility Easement be restricted to a portion of the Road designated by SCICo to avoid such interference.

The Road Easement, Hillside Easement and Utility Easement are sometimes collectively called the "Easements" below.

2. Nature of Easements. The Easements are in gross and are non-exclusive. Nothing herein is intended as a grant or dedication of the fee interest in the Easement Property.

3. Rights of Others. SCICo reserves the right to use, and to grant to third parties the right to use, the Easement Property for uses and purposes which will not materially interfere with the Easements. Absent an express written grant by SCICo of use rights to third parties, all use by members of the public shall be deemed to be use under the Easements to which Section 4(a) shall be applicable.

4. Indemnity.

- (a) Subject to Section 4(b), each of the Parties hereby indemnifies and agrees to hold the other Party, its affiliated companies, and the officers, directors, stockholders, members, agents and employees ("affiliates") of such other Party and its affiliated companies harmless from, all judgments, damages, liabilities, and costs of defense, including reasonable attorneys' fees ("Liabilities") to the extent determined by final judgment to have been proximately caused by the indemnifying Party's negligence, strict liability or willful misconduct with respect to the indemnifying Party's or the public's use of the Easements and Easement Property, including without limitation Liabilities for wrongful death, personal injuries, and property damage suffered by the indemnifying Party's employees or members of the public. The term "affiliated companies" means all entities controlling, controlled by or under common control with a Party.
- (b) The indemnity set forth in Section 4(a) shall apply according to its terms only if and to the extent that the Party seeking indemnity under Section 4(a) is not entitled to coverage under the City's liability insurance or, if the City has failed to maintain liability insurance satisfying the requirements of Section 5,

EXECUTION VERSION
EXHIBIT C

the party seeking indemnity would not have been entitled to coverage under the required liability insurance had it been in force, and shall not be enforceable if a court of competent jurisdiction holds by final judgment that the liabilities were caused by the sole ordinary negligence, gross negligence or willful misconduct of the party seeking indemnity.

- (c) The foregoing waiver, indemnity and obligation to defend shall survive termination of this Agreement and the Easements with respect to all occurrences prior to termination.

5. Insurance. Once the rockfall mitigation work is complete, the City shall at its sole cost and expense procure and maintain in effect, without interruption, and whether or not available at a commercially reasonable cost, broad form commercial general liability insurance with limits of not less than \$20 million per occurrence and \$20 million aggregate, against liabilities arising from or in any manner related to the Easement Property or City's or the public's use of the Easement Property until the Easements have terminated. Separation of insured language shall not be modified. Contractual liability coverage shall be provided. The policy limits shall not limit City's indemnification obligations under Section 4(a). Such insurance shall name SCICo, its directors, offices, employees and agents ("Affiliates") as additional insureds by endorsement on a form reasonably satisfactory to SCICo, shall have a deductible or self-insured retention amount not exceeding \$25,000 and shall be primary and non-contributing with any insurance maintained by SCICo. Such insurance policy or policies shall provide that not less than thirty (30) days' notice of cancellation or of any material change in such policy or policies shall be given to SCICo. City shall also maintain such worker's compensation and employer's liability insurance as is required by applicable law with respect to its use of the Easement Property. The Parties mutually waive the subrogation rights of their respective worker's compensation and employer's liability insurers. City shall provide to SCICo concurrently with the execution of this Agreement once the rockfall mitigation work is complete, and thereafter at least twenty (20) days prior to the expiration of any policy term, a certificate of insurance or duplicate originals of the policies, if requested by SCICo, and the required additional insured endorsement, evidencing the uninterrupted maintenance of the required coverages. If there is a lapse in the required liability coverage by cancellation, expiration or otherwise, or City fails to provide the necessary evidence of uninterrupted coverage, SCICo shall have the right, in addition to all other rights and remedies, upon not less than twenty-four (24) hours written notice to City, to procure the required insurance and City shall reimburse SCICo promptly upon demand for the cost thereof ("SCICo insurance procurement right"). The required limits of the commercial general liability insurance can be satisfied by any combination of underlying, excess or umbrella coverage which follow form or provide coverage not more restrictive than the underlying coverage. Unless otherwise agreed to by the Parties, the required commercial general liability insurance can be provided through Public Agency Risk Sharing Authority of California (PARSAC) or other California joint powers risk pools, provided that PARSAC shall use all reasonable efforts to maintain a confidence level of eighty-five percent (85%) or better and that other joint powers risk pools providing insurance use all reasonable efforts to maintain a confidence level of eighty-five percent (85%) or better, or by private sector insurers who maintain a Best's Insurance Guide rating of "A" or better and a Best's financial size category of "VIII" or larger. If PARSAC or other joint powers risk pool is providing commercial general liability insurance under this Agreement and fails to maintain a confidence level of seventy percent (70%) or better at any time or a confidence level of eighty-five percent (85%) or better for two (2) or more consecutive coverage periods, SCICo may, by written notice to City ("replacement notice"), require that City replace its joint powers insurance which has failed to meet the foregoing confidence level requirements with either private sector commercial general liability insurance meeting the requirements of this Section 5 or with other joint

EXECUTION VERSION
EXHIBIT C

powers risk pool liability insurance having a current confidence level of eighty-five percent (85%) or better and meeting the requirements of this Section 5, such replacement insurance to be in force and evidence thereof to be delivered to SCICo, within one hundred twenty (120) days after the end of the final coverage period of City's then existing insurance, taking into consideration the notice of cancellation provisions of such insurance which are not shortened by this Agreement. City shall give cancellation or non-renewal notice to the issuer of its joint powers insurance promptly upon receipt of the replacement notice but shall not be required to incur any monetary penalty to cancel insurance during the then existing coverage period unless SCICo agrees to reimburse City therefor. If the above insurance replacement requirements are violated by City, SCICo, in addition to all other rights and remedies, shall have the SCICo insurance procurement right set forth above. The City represents that as of the date of the Agreement, PARSAC maintains a confidence level of greater than eighty-five (85%) percent. All private sector insurers must be admitted in California. Coverage can be provided under blanket policies. If any aggregate limit is reduced because of losses paid to below 75% of the limits required by the Agreement, within ten (10) days of such occurrence City shall notify SCICo and provide additional insurance reasonably satisfactory to SCICo to restore the required limits to 100% of the required minimum limits. In order to satisfy the commercial general liability insurance requirements set forth above, the liability memorandum of coverage issued by PARSAC or other joint powers risk pool shall provide coverage which in all material respects is at least equivalent to the coverage provided by the Liability Memorandum of Coverage for PARSAC dated May 27, 2010 and effective July 1, 2010, a copy of which PARSAC has previously provided to SCICo, the cover page of which is attached hereto as Exhibit B and incorporated herein by reference. If PARSAC or other joint powers risk pool is providing coverage, the evidence of insurance required by the foregoing provisions shall be in the form of the then applicable form of memorandum of coverage and shall include a written attachment naming SCICo and its Affiliates as additional covered parties, shall expressly state that the coverage provided is primary and not contributing with any insurance of SCICo, and shall contain an express subrogation waiver for the benefit of SCICo and its Affiliates.

6. Effective Date and Termination.

- (a) This Agreement and the Easements shall take effect upon the execution of this Agreement and shall remain in full force and effect until 5:00 p.m. on _____, _____. [Date to be inserted is 35th anniversary of execution date of Easement Agreement] whereupon this Agreement and the Easements shall terminate automatically, subject to subsections (b) and (c).
- (b) The Easements are subject to termination by SCICo by written notice to City in the event City is in default of any of its obligations under this Agreement and City fails to cure such default within thirty (30) days after receipt of written notice of default from SCICo, provided, however, that if the cure of such default reasonably requires more than thirty (30) days, SCICo shall not have the right to terminate the Easements so long as City commences curing the default within said thirty (30) day period and thereafter diligently completes such cure.
- (c) City shall have the right to relinquish and thereby terminate all of the Easements upon not less than sixty (60) days prior written notice to SCICo.
- (d) Upon termination, the City shall promptly execute and deliver to SCICo a duly acknowledged termination of easement, in form reasonably satisfactory to SCICo, to evidence the termination of the Easement(s).

7. Use and Closure of Road Easement.

- (a) The use of the Road Easement shall be in accordance with City ordinances and other applicable laws, but no such City ordinance shall expand the City's rights or limit the City's obligations under this Agreement.
- (b) SCICo shall have the right to close the Road temporarily or to impose temporary use restrictions, or require City to close the Road temporarily or to impose temporary use restrictions, when necessary or advisable, in SCICo's reasonable discretion, for safety reasons, for repairs and maintenance, for wide load transit, or for other uses by SCICo which are incompatible with concurrent unrestricted use by the public. Such closures or imposition of use restrictions are anticipated to be only occasional, and the duration thereof shall be only as long as is reasonably necessary; and such closures or imposition of use restrictions shall be made by SCICo only after reasonable prior notification to the City's Public Works Department and Fire Department. If City elects to close the Road, such closure shall not affect SCICo's rights to use of the Road. In the event SCICo materially breaches the provisions of this Section 7(b), and such breach remains uncured for a period of ten (10) days after receipt of written notice of breach from City, City shall have the right to recover from SCICo, as City's sole and exclusive remedy, liquidated damages in the amount of One Million Dollars (\$1 million) or such lesser amount as is expended by the Avalon Community Improvement Agency on rockfall mitigation work pursuant to the Dedication Agreement, and the Road Easement and Hillside Easement shall terminate.

8. Maintenance.

- (a) City shall provide, at least as frequently as weekly, street sweeping services for the Road at City's expense.
- (b) SCICo shall provide at its expense, through a licensed contractor selected by SCICo who satisfies the insurance requirements set forth below, the first \$37,250 of maintenance and repair work on the Road per calendar year, prorated for the partial calendar years at the beginning and end of the term of the Road Easement, provided that City shall pay all Road maintenance and repair expense occasioned by the use of the Utility Easement. Such contractor shall have commercial general liability insurance, with products/completed operations coverage, having limits of not less than \$1 million per occurrence and aggregate, shall cause City and SCICo to be named as additional insureds (by endorsement if requested by City or SCICo), and shall provide to City and SCICo upon request evidence that such insurance is in force.
- (c) SCICo and City shall share equally the cost of inspections and maintenance of the Hillside up to a maximum of \$20,000 each per calendar year.
- (d) Except as provided in subparagraphs (a)-(c), inclusive, above, neither City nor SCICo shall have obligations to maintain or repair the Easement Property; provided that if repair of the Easement Property is required by any law,

EXECUTION VERSION
EXHIBIT C

ordinance, regulation, judgment, or governmental order ("Applicable Laws"), SCICo and City (City's contribution obligation can be satisfied by the Avalon Community Improvement Agency) shall each bear one-half of the repair costs in excess of the amounts required to be paid under subsection (b) or (c) unless the parties agree to share the excess cost in a different proportion; provided further that if a party's one-half share of the reasonably estimated excess costs required by Applicable Laws exceeds \$500,000, but such repair work would not be required or the repair cost would be reduced by more than fifty percent (50%) if the Road were closed to the public, then either party shall have the right to elect to close the Road to the public (in which case the Road Easement shall terminate) unless the other party agrees to pay both its own one-half share of the excess costs and that portion of the other party's one-half share of the excess costs over \$500,000. Closure of the Road and termination of the Road Easement pursuant to this Section 8(d) shall not relieve City, the Avalon Community Improvement Agency or SCICo of its obligation to pay the cost of any work required by Applicable Laws which is not avoided by closure of the Road.

9. No Assignments. Without SCICo's prior written consent, neither this Agreement nor the Easements can be assigned or otherwise transferred by the City, in whole or in part, directly or indirectly, by operation of law or otherwise, and any such purported assignment or transfer shall be void.

10. Covenants Running With the Land. This Agreement shall bind and, subject to Section 9, inure to the benefit of the parties hereto and their respective successors and assigns, and the covenants herein shall be deemed covenants running with the land.

11. Force Majeure. The parties shall be relieved of their obligations hereunder for so long as, and to the extent that, performance is prevented by fire, flood, earthquake, other act of God, war, act of terrorism, civil disturbance, labor strike or unrest, unavailability of materials or labor at a commercially reasonable cost, unavailability of governmental permits, or other event beyond a party's reasonable control; provided that the foregoing shall not relieve a party of its financial obligations under this Agreement or relieve City of its obligation to provide the insurance required by Section 5.

12. Notices. Any notice which is required or permitted to be given under this Agreement shall be in writing and shall be delivered in person (including delivery by commercial delivery service such as FedEx), to the addresses below or sent by registered or certified mail, postage prepaid, and addressed as set forth below.

If to SCICo:

Santa Catalina Island Company
Post Office Box 737
150 Metropole Avenue
Avalon, California 90704
Attention: Chief Executive Officer

If to City:

City of Avalon
Post Office Box 707

COASTAL COMMISSION

5-11-133

EXHIBIT # 6

PAGE 8 OF 9

EXECUTION VERSION
EXHIBIT C

410 Avalon Canyon Road
Avalon, California 90704
Attention: City Manager

13. Miscellaneous. This Agreement and the Dedication Agreement contain the entire agreement of the parties hereto on the subjects addressed herein, all prior or contemporaneous agreements, letters of intent, understandings or representations, warranties, promises or understandings being merged herein. This Agreement can be amended only by a writing executed by both parties hereto, their successors and assigns. The parties agree to execute and deliver such other instruments and take such other actions as shall be reasonably necessary to carry out the provisions of this Agreement. Both parties participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity herein, such ambiguity shall be resolved in a reasonable fashion and without reference to any principle of construction requiring that ambiguities be construed strictly against the party who may have caused same to exist. If any action is brought to construe or enforce this Agreement or the Dedication Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys' fees. In the event a court of competent jurisdiction determines that any provision of this Agreement is unenforceable as illegal or contrary to public policy, it shall be automatically amended to the extent necessary to render it enforceable provided that can be done without frustrating the intent of the parties as expressed herein, but otherwise shall be severed from the remaining provisions which shall remain in effect. Termination of this Agreement shall not relieve either party of any obligation or liability incurred or accrued prior to termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Santa Catalina Island Company

by: _____
title: _____

by: _____
title: _____

City of Avalon

by: _____, City Manager

Attest:

by: _____, City Clerk

COASTAL COMMISSION
5-11-133

EXHIBIT # 6
PAGE 9 OF 9

RESOLUTION NO. 11-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVALON ADOPTING A NEGATIVE DECLARATION FOR THE PEBBLY BEACH ROAD ROCKFALL MITIGATION PROJECT

WHEREAS, Pebbly Beach Road is a road owned by the Santa Catalina Island Company extending east and south from the developed portions of the City of Avalon ("City"); and

WHEREAS, the slopes immediately adjacent to Pebbly Beach Road are vulnerable to erosion, which periodically causes rocks to tumble onto the roadway; and

WHEREAS, the falling of rocks presents a potential public safety hazard, which led to the closure of Pebbly Beach Road to pedestrian and golf cart traffic; and

WHEREAS, the City and the Santa Catalina Island Company desire to re-open the roadway in order to provide benefits including, but not limited to, recreational opportunities and easing access by residents and tourists alike to the facilities located at the southern terminus of Pebbly Beach Road; and

WHEREAS, in order to re-open the roadway, the Pebbly Beach Road Rockfall Mitigation Project (the "Project") proposes to install various rockfall mitigation devices on the slopes adjacent to the roadway, thereby reducing public safety hazards; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA") (Pub. Res. Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs, tit. 14 § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, City staff reviewed the Project and prepared an Initial Study pursuant to CEQA; and

WHEREAS, on the basis of the Initial Study, which concluded that the Project will not have significant impacts on the environment with mitigation, the City determined that a Negative Declaration ("ND") should be prepared for the Project, and an ND was prepared pursuant to CEQA and the State CEQA Guidelines; and

WHEREAS, the City distributed a Notice to Intent to Adopt a Negative Declaration on March 16, 2011; and

WHEREAS, the City provided copies of the draft ND and Initial Study to the public and the State Clearinghouse for a thirty-day review and comment period beginning on March 16, 2011 and ending on April 15, 2011 pursuant to Public Resources Code section 21091(b); and

WHEREAS, as contained here, the City has endeavored in good faith to set forth the basis for its decision on the proposed Project; and

COASTAL COMMISSION
5-11-133

EXHIBIT # 7
PAGE 1 OF 3

WHEREAS, all of the findings and conclusions made by the City pursuant to this Resolution are based upon the oral and written evidence before it as a whole; and

WHEREAS, the City Council has reviewed the ND, Initial Study, and all other relevant information contained in the record regarding the Project; and

WHEREAS, on April 19, 2011, at its regularly-scheduled meeting, the public was afforded an opportunity to comment on the Project and the ND/Initial Study, and the City Council discussed and considered the Project and the ND/Initial Study; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred;

NOW THEREFORE, the City Council does hereby resolve as follows:

SECTION 1. Compliance with the California Environmental Quality Act. As the decisionmaking body for the Project, the City Council has reviewed and considered the information contained in the ND, Initial Study, and administrative record, on file with the City and available for review at City Hall, 410 Avalon Canyon Road, Avalon, California. The City Council finds that the ND and Initial Study have been completed in compliance with CEQA and the State CEQA Guidelines.

SECTION 2. Findings on Environmental Impacts. In the City's role as the lead agency under CEQA, the City Council finds that the ND and Initial Study contain a complete and accurate reporting of the environmental impacts associated with the Project. The City Council further finds that the documents have been completed in compliance with CEQA and the State CEQA Guidelines. The City further finds that all environmental impacts of the Project are not significant. The City Council further finds that there is no substantial evidence in the record supporting a fair argument that the Project may result in significant environmental impacts, and that any comments received regarding the Project have been examined and determined to not modify the conclusions of the ND or the City Council. The City Council finds that the ND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment of the City Council.

SECTION 3. Adoption of Negative Declaration. The City Council hereby approves and adopts the ND prepared for the Project.

SECTION 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Avalon, located at 410 Avalon Canyon Road, Avalon, California. Mr. Steven Hoefs, City Manager, is the custodian of the record of proceedings.

SECTION 5. Notice of Determination. Staff is directed to file a Notice of Determination with the County of Los Angeles and the State Clearinghouse within five (5) working days of approval of the Project.

COASTAL COMMISSION

5-11-133

EXHIBIT # 7

PAGE 2 OF 3

SECTION 6. Execution of Resolution. The Mayor of the City of Avalon shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 19th day of April, 2011.

Ayes: Rikato, Winslow, and Ponce

Noes: None

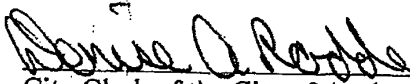
Absent: None

Abstain: Kennedy and Morrow



Mayor of the City of Avalon

ATTEST:



City Clerk of the City of Avalon

COASTAL COMMISSION

5-11-133

EXHIBIT # 7

PAGE 3 OF 3

SANTA CATALINA ISLAND COMPANY

RECEIVED
South Coast Region

Aug 15, 2011

AUG 31 2011

Mr. Charles Posner
California Coastal Commission
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302

CALIFORNIA
COASTAL COMMISSION

RE: Coastal Permit Application No. 5-11-133 – Visual Treatments

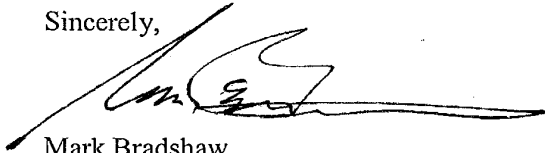
Dear Mr. Posner:

We wish not to paint any of the netting along Pebbly Beach Road but leave it in its manufactured state. It is our belief that due to the harsh conditions with the ocean directly on one side of the road and direct sun and direct weather exposure on the face of the hillsides on the other side of the road, within the first year after installation any finish application on the metal mesh will be totally lost. Leaving the wire mesh unfinished would save on installation time and unnecessary expenditures to the project which the local harsh elements will achieve the desired end results in a very short period of time. Add to that the expected plant growth through the netting and the mesh will disappear completely making the hillsides look natural again.

Attached are photos taken from various netting projects around the nation that show how well plant growth and exposure to the outdoor elements will blend the metal mesh naturally. We expect nothing less than that type of occurrence to take place after we install similar netting along our roadside.

Please let me know if you require further information concerning the visual treatments of the Project.

Sincerely,



Mark Bradshaw
Architect/Project Manager

cc: Randall Herrel
John Anglin

COASTAL COMMISSION
5-11-133
EXHIBIT # 8
PAGE 1 OF 16



Helgoland Island, Germany

Installation of netting material, note existing vegetation cut back but not required to be completely removed.



COASTAL COMMISSION

Helgoland Island, Germany

Next summer after installation, vegetation starting to grow back and in areas that previously didn't have growth.



Jenner California
Photo's taken 6 years after installation

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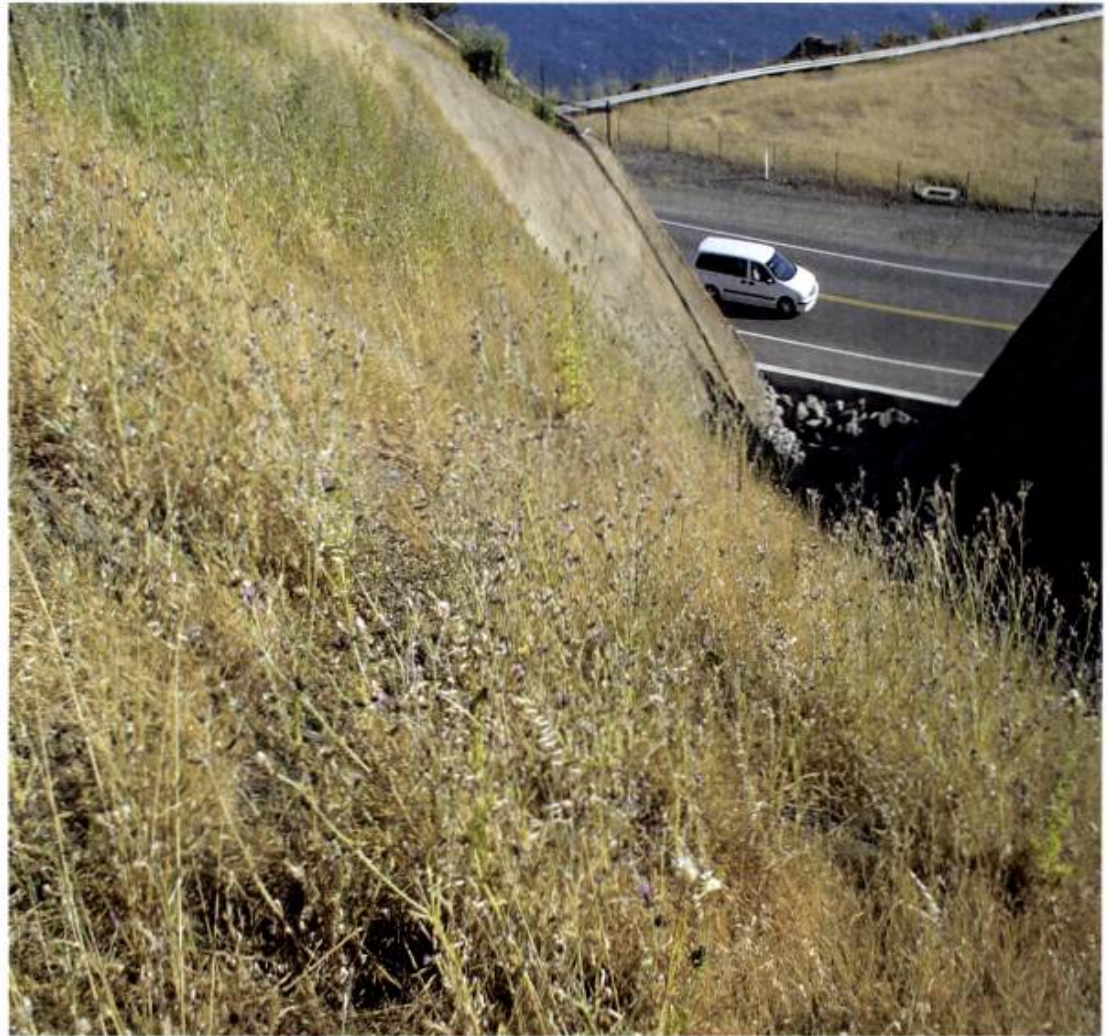
EXHIBIT # 8
PAGE 4 OF 16



Jenner California
6 years after installation

COASTAL COMMISSION

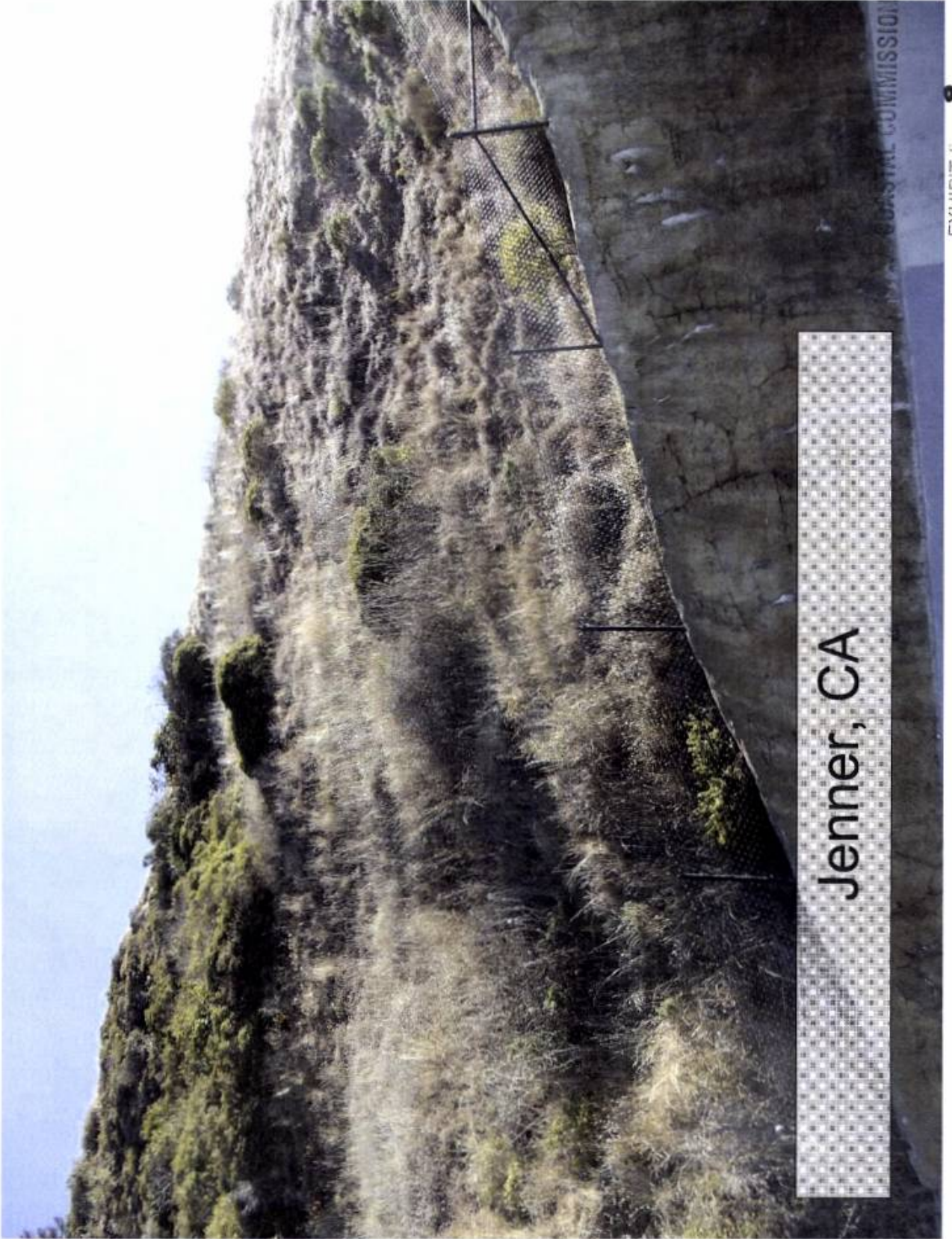
EXHIBIT # 8
PAGE 5 OF 16



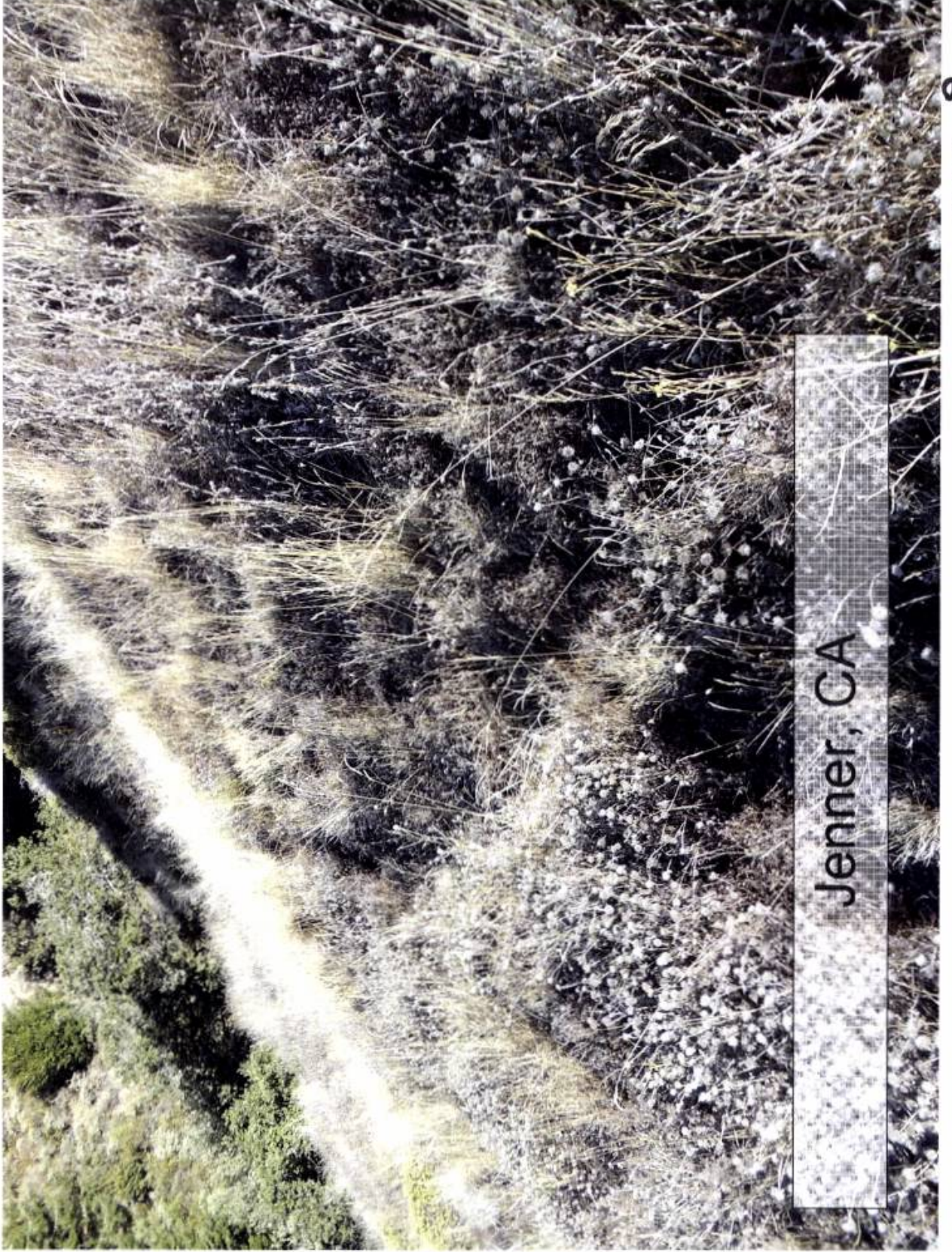
Jenner California
6 years after installation

COASTAL COMMISSION

EXHIBIT # 8
PAGE 6 OF 16



Jenner, CA





Jenner, CA



Daville Kentucky
Draping and anchoring metal netting material over the rock cliff

COASTAL COMMISSION

EXHIBIT # 8
PAGE 10 OF 16



Daville Kentucky
6 months after installation, metal netting is practically invisible



Daville Kentucky
6 months after installation vegetation is starting to grow through metal netting

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EXHIBIT # 8
PAGE 12 OF 16



Daville Kentucky
Additional views of cliff side after 6 months

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EXHIBIT # 8
PAGE 13 OF 16



Gwynedd Pennsylvania
Constructed in March 2010, photo taken June 2010

COASTAL COMMISSION

EXHIBIT # 8
PAGE 14 OF 16



Gwynedd Pennsylvania
Close up of vegetation growing through metal netting by June 2010



Gwynedd Pennsylvania
Metal net staked along top of ridge and netting conforming to cliff side

COASTAL COMMISSION

EXHIBIT # 8
PAGE 16 OF 16