

CALIFORNIA COASTAL COMMISSION

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Filed: 4/12/01
 49th Day: 5/31/01
 180th Day: 10/09/01
 Staff: PE-LB
 Staff Report: 5/24/01
 Hearing Date: 6/13/01
 Commission Action:



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STAFF REPORT: REGULAR CALENDAR

APPLICATION NUMBER: 5-01-190 (Calvary Church and City of Los Angeles Department of Recreation and Parks)

APPLICANTS: Calvary Church of Pacific Palisades;
 City of Los Angeles Department of Recreation and Parks

AGENTS: Mark C. Allen III, Dan Barnett, Geosoils Consultants, Peter Brandow AIA; Donald Cunningham, Marilyn Tamuri, VTN Assoc., Jim Wadsworth, Charles Yelverton,

PROJECT LOCATION: 701 Palisades Drive, Pacific Palisades, City of Los Angeles, Los Angeles County

DESCRIPTION OF PROPOSED PROJECT: The proposed project would allow construction of a 32,400 square-foot sports field, a 390-foot long three sided retaining wall, up to 23-foot high (maximum) at the west slope, three feet high at the driveway ends; 33 parking spaces; and grade 16,400 cubic yards, extending outside the urban limit line established in the original permit and into 1.25 acres of public park land dedicated to the City of Los Angeles as a condition of the underlying permit A-381-78A. The sports field would permanently occupy approximately 15,000 square feet of public parkland.

SUMMARY OF STAFF RECOMMENDATION

About half the sports field, most of the retaining wall, the cut slopes, brow ditch, energy dissipaters and vegetation removal will be located outside the urban limit line established by permit A-381-78A which created the subdivision on which both lots are located. Permit A-381-78A allowed subdivision of 1200 acres for 740 dwelling units but limited grading outside the urban limit line to "paved or unpaved pathways and other incidental improvements for low intensity recreation." The Commission required the area outside the urban limit line to be dedicated to State Parks (or, as later amended, the City of Los Angeles Department of Recreation and Parks) finding: "for it is only with the dedication of these lands for permanent reservation of visual and landform resources and for public recreational use that the Commission can find the development of the four tracts on the balance most protective of significant coastal resources."

The applicants propose that the field would be open to organized groups from the nearby Pacific Palisades Community on 32 late afternoons a year, and for three one-week half-day soccer camps during the summer months. In addition the City Department of

Recreation and Parks can request use by organized youth groups on up to 6 additional weekend days a year.

The proposed project extends grading outside the urban limit line, but the extension could be allowable if the grading and development outside the urban limit line is for park purposes. Staff is recommending that the Commission approve the permit with conditions requiring the co-applicants to actively maintain a debris wall required by the City of Los Angeles to protect players on the field from "mud flows" and rocky debris, assume the risk of personal injury and property damage due to canyon wall instability, revegetate manufactured slopes with native, fire resistant plants, predominately of the coastal sage scrub or walnut woodland community, replace walnut woodland lost to grading, fence and protect an intermittent stream and its associated riparian vegetation during construction, control erosion and other construction impacts, have the field be available until 9:00 p.m. after school hours or after church services end, and on Saturdays from 9:00 am to 9:00 p.m.. Rules and requirements imposed on the field shall be consistent with the requirements the City now imposes on public schools that use City funds and/or lands to improve playing fields. Staff recommends that the applicants shall operate the field as a public facility open to individuals and organized youth groups from neighborhoods throughout the City according to the City's policies for public parks elsewhere in the City of Los Angeles.

LOCAL APPROVALS RECEIVED:

1. City of Los Angeles Planning Department Case No. ZA 85-1219 (CUZ)(PAD); Plan Approval.
2. City of Los Angeles Department of Building and Safety, log 30714 Geologic review letter, signed by Dana Prevost and Theodore Gilmore. July 10, 2000.
3. City of Los Angeles Board of Building and Safety, July 26, 2000, Board File 000085, Approval of Export of 10,000 Cubic Yards.
4. City of Los Angeles Board of Recreation and Park Commissioners, October 6, 1999 approved report of General Manager to (1) approve the shared use agreement of a portion (1.25 acres) of Santa Ynez Canyon Park for 25 years to Calvary Church of Pacific Palisades with a 25-year lease renewal option; (2) authorize the President and Secretary of Board to sign the shared use agreements between the Calvary Church and the Department after approval by the Cultural Affairs Department of the design of the sports field and all other City approvals.

SUBSTANTIVE FILE DOCUMENTS:

1. A-381-78 (Headland Properties and Gateway Associates) as amended through A-381-78A11, including A-381-78A, A3, A5, A7 and A8

2. Commissioners: Santa Ynez Canyon Park, agreement for shared use of a portion of Santa Ynez Canyon Park by Calvary Church of the Pacific Palisades, Oct. 6, 1999
3. City of Los Angeles Department of Recreation and Parks, Report of the General Manager concerning the shared use agreement of a portion (1.25 acres) of Santa Ynez Canyon Park for 25 years to the Calvary Church of Pacific Palisades with a 25-year lease renewal option.
4. City of Los Angeles, Case No. ZA 85-1219(CUZ)(PAD) Conditional Use Permit for plans to permit the addition of a vacant 1.25 acre parcel of land leased from the Los Angeles Department of Recreation and Parks to an existing church and school site for use as an athletic field (Parcel A and portion of Parcel B, PMLA 5372.
5. Geosoils Consultants Inc., Geologic and Geotechnical Engineering Report, Proposed Sports Field and Parking Area, Parcel Map 5372, Lot 1, 701 Palisades Drive, Pacific Palisades, for Calvary Church, April 21, 2000, W.O. 3910B
6. GeoSoils Consultants Inc. 2001, "Response to California Coastal Commission geologic review memorandum, dated March 28, 2001, regarding GeoSoils Consultants, Lot 1, Parcel Map 5372, 701 Palisades Drive, Pacific Palisades, California for Calvary Church", 6 p. geologic report dated 12 April 2001 and signed by D. D. Yoakum (GE 918) and R. F. Ruberti (CEG 1708
7. Mark Johnsson, Senior Staff Geologist, California Coastal Commission, 25 April 2001: Review of geotechnical response to CCC comments, Calvary Church
8. Mark Johnsson, Senior Staff Geologist, California Coastal Commission, 28 March 2001: Geologic Review Memorandum, Regarding GeoSoils Consultants, "Lot 1, Parcel Map 5372, 701 Palisades Drive, Pacific Palisades, California for Calvary Church"
9. GeoSoils Consultants Inc. 2001, "Response to California Coastal Commission
10. Wolfe, Scott, Biological Survey, Proposed Sports Field at the Calvary Church of the Pacific Palisades, VTN ref. No. 6158 October 5, 2000
11. 5-00-484 (LA City Dept Recreation and Parks); A5-VEN-01-008, (LA City Dept Recreation and Parks); 5-91-286, as amended (LA City Dept Recreation and Parks), 5-85-076 (Jonathan Club)

I. MOTION, STAFF RECOMMENDATION AND RESOLUTION

Staff recommends that the Commission make the following motion and adopt the following resolution.

MOTION: *I move that the Commission approve the Coastal Development Permit No. 5-01-190 pursuant to the staff recommendation.*

STAFF RECOMMENDATION OF APPROVAL:

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

RESOLUTION TO APPROVE THE PERMIT:

The Commission hereby approves the coastal development permit number 5-01-190 on the grounds that the development authorized by the permit, subject to the conditions described below, will be in conformity with the policies of Chapter 3 of the Coastal Act and will not prejudice the ability of the local government to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act. . Approval of the permit amendment 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 amended development on the environment, or 2) there are no feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the amended development on the environment.

II. 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 this permit is reported to the Commission. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit 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.

III. **SPECIAL CONDITIONS**

1. **ASSUMPTION-OF-RISK, WAIVER OF LIABILITY, AND INDEMNITY DEED RESTRICTION APPLICABLE TO CALVARY CHURCH.**

- A. By acceptance of permit, the co-applicant, Calvary Church, acknowledges and agrees (i) that the site may be subject to hazards, including slope wash, mud flows and rock falls; (ii) that Calvary Church will assume the risks to the applicants, employees, students, the public and visitors to the property that is the subject of this permit amendment of injury or damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards, (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from injury or damage due to such hazards or from the use of a sports field approved in this permit; (v) to agree to include a provision in any subsequent sublease or assignment of the right to use the development authorized by this permit requiring the sublessee or assignee to submit a written agreement to the Commission for the review and approval of the Executive Director, incorporating all of the foregoing restrictions identified in (i) through (iv).
- B. **PRIOR TO ISSUANCE OF THIS AMENDED COASTAL DEVELOPMENT PERMIT**, Calvary Church shall execute and record a (1) a deed restriction pertaining to the entire property known as Parcel A, Parcel 5372 and (2) a lease restriction pertaining to the 1.25-acre portion of Parcel B, Parcel 5372 that will be leased to the co-applicant Calvary Church. The deed and lease restrictions shall be recorded in a form and content acceptable to the Executive Director incorporating all of the above terms of subsection A of this condition. The restrictions shall include a legal description of each landowner's entire parcel and the land subject to interim and the 25-year lease. Both the deed restrictions and the lease restriction shall run with the land, binding all successors and assigns, and shall be recorded free of prior liens that the Executive Director determines may affect the enforceability of the restriction. This deed restriction shall not be removed or changed without a Commission amendment to this coastal development permit.

**2. ASSUMPTION-OF-RISK, WAIVER OF LIABILITY, AND INDEMNITY DEED
RESTRICTION APPLICABLE TO CITY OF LOS ANGELES.**

- A. By acceptance of coastal development permit, the co-applicant, City of Los Angeles acknowledges and agrees (i) that the site may be subject to hazards, including slope wash, mud flows and rock falls; (ii) that the City will assume the risks to the applicants, employees, students, the public and visitors to the property that is the subject of this permit amendment of injury damage, or death from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards, (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from injury or damage due to such hazards or from the use of a sports field approved in this permit; (v) to agree to include a provision in any subsequent sublease or assignment of the right to use the development authorized by this permit requiring the sublessee or assignee to submit a written agreement to the Commission for the review and approval of the Executive Director, incorporating all of the foregoing restrictions identified in (i) through (iv).
- C. **PRIOR TO ISSUANCE OF THIS AMENDED COASTAL DEVELOPMENT PERMIT**, the co-applicant, City of Los Angeles, shall provide a written agreement pertaining to the 1.25-acre portion of Parcel B, Parcel 5372 that will be leased to the co-applicant Calvary Church. The form and content of the agreement shall be acceptable to the Executive Director incorporating all of the above terms of subsection A of this condition. The agreement shall include a legal description of each landowner's entire parcel and the land subject to the interim lease and to and the 25-year lease. The written agreement shall run with the land, binding all successors and assigns, and written agreement shall not be amended or changed without a Commission amendment to this coastal development permit.

**3. CONFORMANCE OF DESIGN AND CONSTRUCTION PLANS TO
GEOTECHNICAL REPORT**

- A. All final design and construction plans, grading and drainage plans, and foundation plans shall be consistent with all recommendations contained in Geosoils Consultants Inc., Geologic and Geotechnical Engineering Report, Proposed Sports Field and Parking Area, Parcel Map 5372, Lot 1, 701 Palisades Drive, Pacific Palisades, for Calvary Church, April 21, 2000, W.O. 3910B and GeoSoils Consultants Inc. 2001, "Response to California Coastal

Commission geologic review memorandum, dated March 28, 2001, regarding GeoSoils Consultants, Lot 1, Parcel Map 5372, 701 Palisades Drive, Pacific Palisades, California for Calvary Church", geologic report dated 12 April 2001 and signed by D. D. Yoakum (GE 918) and R. F. Ruberti (CEG 1708, and the requirements of the City of Los Angeles Department of Building and Safety, log 30714 Geologic review letter, signed by Dana Prevost and Theodore Gilmore, July 10, 2000.

- B. The permittee shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

4. MAINTENANCE AGREEMENT

- A. Calvary Church and City of Los Angeles and their successors in interest shall remove material from behind the debris wall at the end of each major storm and that it shall periodically inspect, clear and repair the drains and debris walls as required in the letter of approval from the City Engineering Geologist and the City Geotechnical Engineer Log #30714 dated July 10, 2000. All debris and detritus shall be removed to an approved landfill outside the Coastal Zone.
- B. **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicants, Calvary Church and the City of Los Angeles shall execute and record a deed restriction and a lease restriction, in a form and content acceptable to the Executive Director incorporating all of the above terms of this condition. The deed restriction and the lease restriction shall include a legal description of each applicant's entire parcel. The recorded restrictions shall run with the land, binding all successors and assigns, and shall be recorded free of prior liens that the Executive Director determines may affect the enforceability of the restriction. This deed restriction shall not be removed or changed without a Commission amendment to this coastal development permit.

5. **PROTECTION OF PUBLIC ACCESS TO LOWER COST RECREATIONAL OPPORTUNITIES**

Through the acceptance of this coastal development permit, the City and Calvary Church (Calvary) shall agree to operate the playing field on Parcel 5372 (Parcel A) according to the following provisions:

A. When it does not conflict with planned school events, outside of normal school and church hours after 4:00 p.m. and until 9:00 p.m.; on Saturdays, from 9:00 a.m. until 9:00 p.m. and on Sundays between 1:00 p.m. and 9:00 p.m., the playing field shall be available as a public park, available for use on a non-exclusive and citywide basis to persons and groups of all ethnic backgrounds, regardless of economic status, community of residence or the race, age, gender or beliefs of the members of the groups requesting use of the facility. As such, the City park-operation policy shall allow the project site to be used by individuals and by groups for organized events and programs in a manner consistent with other City parks.

1) Schedule: On or before August 15 of each year the co-applicant Calvary shall prepare a schedule of planned school team events for the coming school year and provide such a schedule to the City. At the end of each subsequent month, the applicants may update the schedule for months more than two months away from the date of the update. The result of the schedule will be a schedule of "planned school events."

2) During the hours during which the playing field is available as a public park and is not being used for a scheduled "planned school event", the public shall have the use of the Calvary parking lot, a pay telephone, and restrooms. If, during such times, the field is not being used by an organized group that has been authorized by the City to use the field at that time, the field may be used by any member of the public. The City or any visiting organized group shall be responsible for clean up of the parking lot, restrooms and field after each use.

3) Any notice of events provided to neighbors pursuant to CUZ case ZA 85-1219, shall not contain the identity of the community of origin of the visitors.

4) Age limits shall not be applied in granting reservations, except that Calvary and the City may restrict the type of activities to games suitable to younger or smaller teenagers or children, consistent with the smaller field.

5) The applicants may require groups using the facility to provide appropriate supervisory staff to assure order and safety.

6) Approval of the Calvary of which groups or members of the public may use the field is not be required and shall not be sought by the City. The City should

approve the groups that want to use the field in accordance with its generally applicable laws and policies."

7) Installation of restrooms and telephones. This permit authorizes the installation of outside phone kiosks and portable restroom facilities, in the numbers necessary to serve the playing field, as approved by the City of Los Angeles and the Health Department. Any new structure shall be located within the urban limit line, the area authorized for grading and development by the underlying permit 381-78 as amended. If such are installed, the access rights of the public shall be limited to the facilities constructed in exercising this permit.

8) The co-applicants, the City of Los Angeles, Calvary Church and their designees shall comply with all applicable laws, ordinances and regulations pertaining to the use of City park land.

9) The co-applicants may enforce the restrictions in the City of Los Angeles conditional use permit having to do with bells; whistles, cheering, number of spectators or other noise related restrictions.

6. LANDSCAPING PLAN

Prior to issuance of a coastal development permit, the co-applicants shall submit landscaping plan, prepared by a licensed landscape architect or a qualified resource specialist, for the review and approval of the Executive Director. The landscaping and erosion control plans shall be reviewed and approved by the consulting engineering geologist to ensure that the plans are in conformance with the consultants' recommendations and by the Los Angeles City Fire Department to assure that the planting does not increase fuel load or exacerbate any fire hazard. The plans shall incorporate the following criteria:

A. LANDSCAPE PLAN

1. As part of the landscaping plan prepared to conform with this condition, the applicant shall identify an area of no less than 700 square feet on Calvary Church property or on the leasehold established with this permit that has soils, slope and exposure suitable for establishing a California walnut woodland (*Juglans californica v. californica*.) The area shall be planted with California walnuts along with the installation of other vegetation pursuant to this condition and maintained with these trees.
2. All graded & disturbed areas on the subject site shall be planted and maintained for erosion control purposes within (60) days of receipt of the final inspection of the drainage devices and retaining wall. All landscaping

on cut and graded slopes shall consist of native drought resistant plants as listed by the California Native Plant Society, Santa Monica Mountains Chapter, in their document entitled Recommended List of Plants for Landscaping in the Santa Monica Mountains, dated October 4, 1994.

3. The plants chosen for stabilization and screening shall include Scrub Oak, Toyon and Mexican Bush Elderberry, if possible, from seed stock or cuttings originating in the Santa Monica Mountains. Invasive, non-indigenous plant species that tend to supplant native species shall not be used.
4. The playing field shall be landscaped with drought tolerant grasses. Bermuda grass and other invasive grasses shall not be employed.
5. All cut and fill slopes shall be stabilized with planting at the completion of final grading. Planting should be of native plant species indigenous to the Santa Monica Mountains using accepted planting procedures, consistent with fire safety requirements. Such planting shall be adequate to provide 90 percent coverage within two (2) years, and this requirement shall apply to all disturbed soils;
6. The 12-23 foot high, 272 foot long retaining wall on the western side of the sports field shall be screened with appropriate native plants;
7. Plantings will be maintained in good growing condition throughout the duration of the use approved in this permit and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with applicable landscape requirements;
8. The permittees shall undertake development in accordance with the final approved plan. Any proposed changes to the approved final plan shall be reported to the Executive Director. No changes to the approved final plan shall occur without a Coastal Commission-approved amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.

B) Monitoring.

Five years from the date final inspection of the retaining wall, the co-applicants shall submit for the review and approval of the Executive Director, a landscape monitoring report, prepared by a licensed Landscape Architect or qualified Resource Specialist, that certifies the on-site landscaping is in conformance with the landscape plan approved pursuant to this special condition. The monitoring report shall include photographic documentation of plant species and plant coverage.

If the landscape monitoring report indicates the landscaping is not in conformance with or has failed to meet the performance standards specified in the landscaping plan approved pursuant to this permit, the applicant, or successors in interest, shall submit a revised or supplemental landscape plan for the review and approval of the Executive Director. The revised landscaping plan must be prepared by a licensed Landscape Architect and shall specify measures to remediate those portions of the original plan that have failed or are not in conformance with the original approved plan.

7. EROSION AND DRAINAGE CONTROL

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit, for review and written approval of the Executive Director, a plan for erosion and drainage control. The erosion and drainage control shall be reviewed and approved by the consulting engineering geologist to ensure that the plans are in conformance with the consultants' recommendations. The erosion and drainage control plan shall include:

A. **Grading Plan.** The plan shall delineate the areas to be disturbed by grading or construction activities and shall include any temporary access roads, staging areas and stockpile areas, as well as areas to be preserved.

1. Limitation: The creek habitat shall be clearly delineated with visible hazard fencing 25 feet outside of (above) the break in the top of the slope. No stockpiling or equipment storage shall occur within the creek, the creek banks or within presently brush-covered areas.
2. Pursuant to this condition, areas approved for stockpiling and areas reserved from disturbance shall be mapped and published on final construction plans, as shall erosion control methods indicated below.

B. EROSION CONTROL DURING CONSTRUCTION.

1. During construction, erosion on the site shall be controlled to avoid adverse impacts on adjacent properties and public streets. The following temporary erosion control measures shall be used during construction, and shall appear in writing on the job-site plans:
 - (a) temporary sediment basins (including debris basins, desilting basins or silt traps),
 - (b) temporary drains and swales, sand bag barriers, silt fencing, stabilize any stockpiled fill with geofabric covers or other appropriate cover,
 - (c) install geotextiles or mats on all cut or fill slopes, and

- (d) close and stabilize open trenches as soon as possible.
2. The plan shall include, at a minimum, the following components:
- (a) A narrative report describing all temporary run-off and erosion control measures to be used during construction and all permanent erosion control measures to be installed.
 - (b) A site plan showing the location of all temporary erosion control measures.
 - (c) A schedule for installation and removal of the temporary erosion control measures.
 - (d) A site plan showing the location of all permanent erosion and drainage control measures.
 - (e) A schedule for installation and maintenance of the permanent erosion and drainage control measures.
 - (f) A written review and approval of all erosion and drainage control measures by the applicant's engineer and/or geologist.
 - (g) A written agreement indicating where all excavated material will be disposed and acknowledgement that any construction debris disposed within the coastal zone requires a separate coastal development permit.
3. **JOB INTERRUPTION.** The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including, as necessary, all methods noted above. These temporary erosion control measures shall be monitored and maintained until grading or construction operations resume.
- C. **BEST MANAGEMENT PRACTICES.** Following construction, erosion and run-off from the site shall be controlled to avoid adverse impacts on adjacent properties and public streets and on water quality. The new parking lot shall be retrofitted with filtration, structural and/or non-structural Best Management Practices (BMP's) designed to minimize pollutant loads contained in runoff prior to entering the storm water conveyance system and to maintain post-development peak runoff rate and average volume from the site at levels similar to pre-development conditions, to the extent feasible. The BMPs shall include, but are not limited to:
- (a) Design elements that serve to minimize directly connected impervious area and maintain permeable space within the development shall be incorporated where feasible. Options include the use of alternative design features such as concrete grid driveways and/or pavers for walkways, and/or porous material for or near walkways and driveways;

- (b) Sweep parking lot(s) with a vacuum regenerative sweeper on a monthly basis;
- (c) Installation of catch basin inserts or vegetative or other media filtration devices effective at trapping and/or mitigating contaminants such as petroleum hydrocarbons, heavy metals and particulates, in addition to trash and large debris. Selected BMP's (or suites of BMP's) shall be designed to treat, infiltrate or filter the stormwater runoff from each runoff event up to and including the 85th percentile, 24-hour runoff event for volume based BMP's and/or the 85th percentile, 1 hour event, with an appropriate safety factor, for flow-based BMP's;
- (d) Routine maintenance, including inspection and regular cleaning of approved BMPs, to ensure their effectiveness prior to, and during, each rainy season from October 15th through April 31st of each year. Debris and other water pollutants contained in BMP device(s) will be contained and disposed of in a proper manner on a regular basis. All BMP traps/separators and/or filters must be cleaned prior to the start of the winter storm season, no later than October 15th each year. The BMP's shall be maintained to uphold their functionality.
- (e) **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicants shall submit, for the review and written approval of the Executive Director, a plan indicating the type(s) of BMPs to be installed, sizing specifications where applicable, and the locations where the BMPs will be installed.

D. **COMPLIANCE.** The permittees shall undertake development in accordance with the approved final plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without a Commission amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

8. COASTAL DEVELOPMENT PERMIT AMENDMENT REQUIRED FOR CHANGE IN TERMS OF LEASE.

With exception of any changes deemed necessary to comply with special conditions imposed by the Commission, an amendment to this permit 5-01-190 shall be required at the time of any amendment to the terms of the lease

authorizing this development. Any extension of the lease that is subject to this permit shall require a new coastal development permit.

IV. FINDINGS AND DECLARATIONS:

The Commission hereby finds and declares:

A. HISTORY OF THE REQUEST.

On January 9, 2001, the co-applicants, Calvary Church of the Palisades and the Los Angeles City Department of Recreation and Parks, submitted an application to build a privately operated ball field located on land partly on land leased from the City that would allow a limited amount of use by groups that were not associated with the lessee, Calvary Church of the Palisades. The Executive Director informed the applicants that the proposed project was an amendment to Coastal Development Permit A-381-78, which the Commission granted to Headlands Properties (also known as Palisades Highlands) in 1978 for grading roads and utilities to accommodate a 230 unit residential tract in the Santa Monica Mountains, in a then undeveloped 1200 acre holding in the Pacific Palisades district to the City of Los Angeles. In an 1980 amendment to the permit, A-381-78A, the Commission approved four tracts, established the total number of dwelling units at 740, allowed massive grading within an urban limit line, the construction of this church, (described as an "institutional" site), two sites for commercial development (2 acre total), and required the dedication of almost 1000 acres of public open space, the area outside the urban limit line, to State Parks. On January 26, 2001, the Executive Director initially determined that staff was unable to accept the application because it undermined the intended effect of the underlying permit by extending grading outside the urban limit line.

On February 7, 2001, one of the applicant's representatives, Mark Allen, requested that the Executive Director's determination be appealed to the Commission. Upon review of the condition that established the urban limit line, the Director determined that even though the proposed project would extend grading outside the urban limit line, the extension could be allowable if the grading and development outside the urban limit line are for park purposes. Therefore the Commission staff accepted the application, although filing was delayed pending the provision of documentation concerning the transfer of title to the City. Commission staff has determined that the application should be processed as a new permit because neither applicant was associated with the underlying subdivision permit.

B. APPLICANTS' PROPOSAL

The applicant proposes to construct a 32,400 square foot sports field on the slope adjacent to Calvary Church and school; erect a 165-foot long, 23-foot high, (maximum)

retaining wall; install 33 parking spaces; and to grade 16,400 cubic yards. The applicant's church and school lies on about seven and a half acres on the western side of Palisades Drive, which is located in the bottom of Santa Ynez Canyon. West of the school, there is a 400 foot high 1.5:1-- 2:1 slope that lies on a 108 acre park dedicated as a condition of the underlying Permit A-381-78A. The applicant proposes to notch the sports field into the hillside, and also extend it over the school parking, which it will replace elsewhere on its land. The field will be elevated about five feet above the existing driveway. The hillside will be supported by a retaining wall. The 33 parking spaces lost as a result of the project will be replaced elsewhere on the church site within the urban limit line. Much of the grading and the lowering of the height of the field is a result of conditions imposed by the City of Los Angeles to protect views from a 75 unit condominium (also approved in the underlying Permit A-381-78A) that is located on the east side of the canyon.

Fifteen thousand square feet of the sports field, 273 feet (the highest segments) of the 350 ft. long retaining wall, the cut slopes, the brow ditch, the energy dissipators and most of the vegetation removal are proposed outside the urban limit line established by the underlying Permit A-381-78A. The underlying permit was effectively approved in 1978 for the authorization of four-tract subdivision for up to 740 residential units, two-acre commercial site and a seven-acre institutional site, grading for all streets and lots, grading, installation of drainage, and utilities with conditions.

The underlying permit restricted development outside the urban limit line. It stated in part that "outside of the urban limit line: minor grading may be performed to re-contour previously graded land; paved or unpaved pathways and other incidental improvements for low intensity recreation may be constructed"¹. The permit also required that the land outside the urban limit line be dedicated in fee to the California Department of Parks and Recreation (or after amendment A-381-78-A9, dedicated to the City of Los Angeles Department of Recreation and Parks). Finally the permit required² that the applicant

¹ A-381-78, Condition 1(c). Subject to the review and approval of the Executive Director, in areas outside of the urban limit line: minor grading may be performed to re-contour previously graded land; paved or unpaved pathways and other incidental improvements for low intensity recreation may be constructed; minor facilities to provide public or utility services which do not require significant grading may be installed if alternative locations are not feasible; vegetation within 100 feet of any residential structure may be removed or altered for fire protection purposes.

² A-381-7A, Condition 3. **Restrictions.** Concurrent with the recordation of final maps as noted in 2a, 2b, 2c and 2d above, the applicant shall record an instrument covering such parcels in a form approved in writing by the Executive Director. Such instrument shall be considered a covenant running with the land in favor of the people of the State of California, shall be recorded free of prior liens and encumbrances except tax liens and shall bind the applicant and all successors in interest. Such instrument shall provide specifically as follows:

record a deed restriction to prevent development outside of the urban limit line except as permitted by this permit or for park purposes. In 1989, the applicant dedicated the canyon sides of lower Santa Ynez Canyon, a total of 272 acres, to the Los Angeles City Department of Recreation and Parks for park purposes. Other land in upper Santa Ynez Canyon and along the ridgelines was accepted by the California Department of Parks and Recreation and incorporated into the Topanga State Park or accepted by the Home Owners Association as firebreaks.

In describing the dedications, the Commission consistently described the dedicated land as dedicated for "public park purposes." The full text of the Commission's original adopted findings and conditions is found in Exhibit 20.

C. PUBLIC ACCESS AND RECREATION.

The Coastal Act provides for maximum access to coastal resources for all the people of the State. It provides for protection of public recreational opportunities. The conversion public recreation land to a privately operated park, with limited shared use, raises significant issues with Sections 30210, 30211 30220 and 30221 of the Coastal Act as well as issues of consistency with the Commission's previous actions on the underlying permit.

Applicant's Request

In 1999 one of the co-applicants, Calvary Church, approached the City of Los Angeles Department of Recreation and Parks with a proposal to lease what the Church viewed as vacant City land that lay adjacent to its site. Calvary proposed to develop the site with a playing field for its associated school.

Discussions with neighboring property owners and with other youth groups such as the American Youth Soccer Organization (AYSO) ensued. When it considered the terms of the lease, the staff of the Department of Recreation and Parks (DRP) received objections from neighbors concerning: 1) the potential noise of a playing field, 2) the lights from a playing field, and 3) the visual impact of a large flat field as seen from the condominium on the east side of Palisades Drive. The Zoning Administrator heard similar objections when she considered the Conditional Use Permit. These and other concerns are reflected in

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- a. Prevent further division of such dedication parcels for any purposes except for park purposes outside of the urban limit line.
 - b. Prevent development outside of the urban limit line except as permitted by this permit or for park purposes.
 - c. Waive all claims against the public for damages due to flood, fire or geologic instability which may arise as a consequence of approval of development within the permitted tracts.

conditions of the lease/Joint Use Agreement and in the conditions of the Conditional Use Permit. (Exhibit 10) These conditions limit the number of "City sponsored" events to six a year, require advance notice to neighbors concerning the scheduling and identity of any "City sponsored" groups, and require that if there is a conflict between groups requesting to use the field, groups from the Pacific Palisades should have preference.³ (See

³ **EXCERPT FROM THE SHARED USE AGREEMENT BETWEEN THE CITY DRP AND CALVARY:**

4) Calvary shall enjoy exclusive and uninterrupted use of the property and field except as otherwise expressly provided in paragraph 5, below:

5) Public use of the playing field

The field shall be open to the public uses specified in section 5A below and to such other and further uses pursuant to section 5b below as may be approved by Calvary and which are not inconsistent with Calvary's use of its property.

A. Specified Annual Public Uses

1. **May, April, June:** The field ought to be available to the YMCA youth soccer league for practices on Friday afternoons from 4:00 p.m. to 6:00 p.m.
2. **June July, August:** The field shall be available to YMCA youth specialty soccer camps for one week each month, Monday to Friday for half-day sessions (i.e., 9:00 am to 1:30 p.m.)
3. **September, October, November December:** The field shall be available to AYSO Region 69 "K" league for practices on Friday afternoons from 4:00 p.m. to 6:00 p.m. until dark in November and December.
4. Additionally the field shall be available two Saturday afternoons each year, 12:00 p.m. to 5:00 p.m. to Cub Scout packs for physical fitness and sports achievement requirements. The field shall be available only to Cub Scout packs in the Pacific Palisades community including packs in public as well as private schools.
5. **January, February, March:** Because of the potential for cold and inclement weather, no public uses are specified. Any use shall be in the sole discretion of Calvary.
6. The above named groups in the above-specified annual public uses do not have an exclusive or vested right to use the field. In the event that an above specified user will not use the field or fails to comply with all the Calvary rules and regulations for public use of the field, Calvary may substitute another group to use the field so long as such substitute group agrees to comply with all the Calvary rules and regulations for public use of the field.

Calvary reserves the right to modify the specified annual public uses should they conflict with Calvary's private use of the field, in which event Calvary shall endeavor to accommodate the specified annual public uses by permitting them to occur at some other time which does not conflict with Calvary's use of the field.

B. Additional public uses.

In addition to the specified Annual Public Uses enumerated above, the City may request the use of the field for any youth athletic events or practices during non-school hours and for no time earlier than 9:00 am or later than 6:00 p.m. up to six (6) days per year. The field will not be available until 1:00 p.m. on Sundays. (The public uses herein contemplated are limited to youths that are under the age of 15.) Such a request shall be in writing and shall provide advance notice of at least ten (10) business days prior to the date of the requested use. If (1) no school activities are anticipated for the requested date and time, (2) the requested use does not otherwise conflict with Calvary's enjoyment of its property and the field and (3) the

Appendix) The six events are limited to youths under the age of 15. (Agreement, para. 5B.) The agreement between Calvary and the City states that all users of the field must comply with Calvary's rules and regulations for use of the field. (Agreement para. 5.A.6 and 5.B). However, neither the agreement nor the permit application states what Calvary's rules and regulations are. The agreement requires Calvary to approve six events, "if no school activities are anticipated for the requested date and time" and if "the requested use does not otherwise conflict with Calvary's enjoyment of its property and the field." (Agreement para. 5.B). It appears that Calvary could schedule activities during all non-school hours and thereby foreclose the "six events" referred to in the agreement with the City. The agreement with the City does not allow any use by the public, or other organized groups, during January, February, or March except at "the sole discretion of Calvary." (Agreement para. 5.A.5). (Exhibit 10)

Apart from the "six events", the agreement allows use on Friday evenings in April, May and June from 4 to 6 p.m. by YMCA youth soccer league; and on Friday evenings in November and December by AYSO region 69 "K" league from 4 p.m. to dark. (Agreement para. 5.A.1. and 5.A.3). The agreement also allows use of the field two Saturday afternoons each year by Cub Scout packs only from the Pacific Palisades community.

requesting user agrees to comply with all the Calvary rules and regulations for public use of the field, approval for such a use shall not be unreasonably withheld.

[Other conditions addressed repairs, approvals and funding of repairs, maintenance, inspection insurance, liability, restoration, cancellation and notice, granted an option to extend the lease to Calvary, and indicated that the agreement shall be controlled by and construed under the state laws. On October 6, 1999, the Board approved this agreement, conditional upon the applicant Calvary Church receiving all other necessary approvals]. In response to public comment, the Board added the following "additional covenants:"

- A. No artificial lighting or illumination shall be permitted for the field except to the extent required by applicable law.
- B. Prior to each public use, the City shall provide notice to the local homeowners association and local community groups shown on Exhibit B attached hereto.
- C. No more than 100 non-participant spectators shall be permitted to attend each event of public use and no permanent seating shall be installed at the field.
- D. In the event the City receives multiple requests for public use, priority shall be given to public uses proposed by local residents or local groups.
- E. No loudspeakers or other sound amplification shall be permitted for events and the field
- F. Any public use during non-school hours shall occur between the hours of 9:00 am and 6:00 p.m. on up to six days a year.
- G. Any proposed improvements shall be subject to all approval processes customarily employed by the City including without limitation community meetings zoning and other city approvals.
- H. For the months of January February and March, no public uses are specified because of the potential for cold and inclement weather. Any use during such months shall be at the sole discretion of Calvary.

(Agreement para. 5.A.4). The agreement also states that if one of the groups authorized to use the field fails to comply with Calvary's rules, Calvary may substitute another group. (Agreement para. 5.A.6). Finally, the Agreement gives Calvary the right to modify the specified uses in paragraph 5.A. of the agreement with the City, if they conflict with Calvary's private use of the field, and requires that Calvary endeavor to find some other time when the use can be accommodated that does not conflict with Calvary's use. (Agreement para. 5.A). Therefore, it appears that none of the specified public uses in the agreement are guaranteed, but that rather, that Calvary could expand its non-school use of the field so that no other times are available for other groups. (Exhibit 10)

On January 28, 2000, the Zoning Administrator approved the conditional use permit for the project and found the development exempt from CEQA. In addition to standard City conditions that address grading and construction issues, the Zoning Administrator imposed the following conditions:

1. All the terms and conditions of the shared use agreement with the City of Los Angeles Department of Recreation and Parks.
2. No permanent seats or bleachers shall be erected.
3. Except for low-level security lighting the athletic field shall be not be lit at night.
4. Except for those events which are part of the school's organized athletic program, no outdoor events shall be permitted to occur simultaneously.
5. No amplified sound shall be permitted on any portion of the project.
6. The use of whistles, bells and chimes shall be modulated so as not to be a disturbance to the neighborhood.
7. The school shall develop a calendar which includes dates and times for athletic events ... related to the school's normal physical education program and the special public events outlined in the shared use agreement for distribution ... within the first 30 days of each fall semester. The calendar shall be distributed to neighbors within 500 feet of the site and to any other person who has requested in writing to be put on a mailing list designated for the purpose ... Inasmuch as there may [be changes]... The school may modify the schedule at the beginning of each athletic season. The modified schedule shall be provided to neighboring property owners.
8. All persons transporting students and other participants shall load and unload them within the subject property... [and not from the street].
9. The retaining walls erected at the northerly and southerly edges of the athletic field shall be landscaped as shown on the landscape plan attached to the file as Exhibit B. All landscaping shall be comprised of drought resistant and fire retardant materials.

Calvary justifies its near exclusive use of the land saying that the public will be served by "freeing up" demand on the other local park, Palisades Park, where the Calvary school team now practices. City staff notes that the entire City is deficient in playing fields. In the Headlands/Pacific Highlands development, 73 acres of land donated by the developer of the underlying project as its Quimby requirement is devoted to a debris basin and is otherwise too steep to develop with playing field or recreation centers, although there is a primitive trail that connects with other Santa Ynez Canyon trails. As a result, both of the City's requirements and the Commission's requirements the City obtained 474 acres. These areas however were not suitable for urban recreation, such as playing fields.

The City does have other models for shared use. (Exhibit 12.) In those models the City has developed parks on school property in exchange for being able to operate supervised parks that are available for use by the public and/or organized groups during non-school hours. City contracts give City staff right of access to telephones, and require that restrooms be available. They require that City staff have keys to an office. The applicant's representative states that Calvary officials have discussed these issues with the groups that they have identified to share the facility. At the Calvary site, there is a restroom accessible from the driveway and a pay telephone that can be made available to people using the field. The restroom is normally locked. However, availability of these rest rooms and telephones are not part of the City's contract with the Calvary or required in the shared use agreement between the Calvary and the City.

When the applicants submitted the application, they indicated that the playing field would be a privately operated field that would be available to certain specified groups a limited number of times a year. When Commission staff questioned whether a private field could be considered "low intensity public recreation" or an appropriate use for a public park property, the representative of the Calvary responded (1) that they believed the land was not dedicated for public park purposes (a mis-apprehension) and (2) Calvary believes that a new federal law requires approval of the project. The City did not respond, but did begin to examine its record.

Purpose of Dedication. In approving the amended project A-381-78A in May of 1980, the Commission found that:

"The major issues in its previous action (July 1979) were the density of the project as it affected the traffic impact on access to the coast, the extent of grading and alteration of natural landforms as it affected scenic habitat and recreational resources and the provision of housing opportunities for persons of low and moderate incomes. ... Approval of this amendment authorizes an increase in the number of units ... in all cases the balance of the 968 acre Phase II site would be either dedicated as open space or dedicated for park purposes."

The Commission based its action on Sections 30210 and 30220 of the Coastal Act that require maximum public access and recreational support and in addition, Section 30250

and 30252 that require the Commission to review the location and intensity of development with respect to its impacts on public access. (Complete findings attached Exhibit 20). In describing the scope of its approval, which involved more units than a strict application of the General Plan "slope density formula", the Commission found:

The conditions require permanence of stated obligations (dedications, construction of facilities) phased with the development of associated tracts. However, it is the intent of this Commission that this permit be considered a comprehensive and final approval, and not be voidable once any portion of the approved development is undertaken unless the applicant fails to comply with the conditions. As the development plan is integrated, so are the dedications required by the conditions. For it is only with the dedication of these lands for permanent preservation of visual and landform resources and **for public recreational use** [emphasis added] that the Commission can find the development of the four tracts on the balance most protective of significant coastal resources. The dedication of these lands also provides a conclusion to the issue of continuing development in the area. With the approval of this amendment, with the dedication of open space areas outside the last four tracts, the Commission and the applicant have achieved a compromise beneficial both to the public and to the developer, resolving once and for all the major Coastal Act issues of location and intensity of development, traffic impacts, amount of grading and provision of low and moderate cost housing. Therefore it is intended that once any portion of the permit is exercised or an offer of dedication made, that the entire development and dedication plan proceed to completion as expeditiously as possible. (Page 8, adopted findings A-381-78A.)

The Commission imposed conditions to limit the build-out in order to reduce traffic impacts and to preserve watershed land intact. The Commission also encouraged the development of commercial and institutional uses on the site to reduce trips. However, once it had required dedications in order to preserve the hillsides from future development the Commission required that the land be dedicated to a public agency for park purposes. The identified recipient was the State Department of Parks and Recreation. The permit was later modified to allow dedication to the City of Los Angeles. The original permit, which runs with the land, required 1) dedication to a public agency and 2) restriction of use to open space and park purposes. Since the land was dedicated to a *public* entity and, the only use allowed, except for open space, is as a park, the only allowable use of the land, except for open space, is as a *public park*.

Documents indicate that the land was dedicated for park purposes. In 1981 the applicant recorded a deed restriction limiting the use of several parcels, including Parcel A, Gateway (the subject property) to public recreation. Palisades Resources also recorded a second document offering to dedicate the land to the California Department of Parks and Recreation and, failing acceptance by the Department of Recreation and Parks, to the City. In 1981, The City adopted Ordinance 155203 allowing it to accept the land for park

or recreational purposes. (Exhibit 16) According to the City, the offer to dedicate Parcel A to the City stated:

The above grant is made and the real property herein described is dedicated for the purpose that the real property herein described be used either for public park purposes or for open space purposes and for no other purpose or purposes whatsoever. By acceptance of this dedication grantee shall be deemed to covenant with grantor to use the real property herein described solely for park purposes or for open space purposes. Such restriction shall be a covenant running with the land hereby dedicated. (Exhibits 13,14)

Development on dedicated parkland outside the urban limit line as a private sports field, that allows only a very limited amount of public use, is not consistent with the Commission's prior actions or with the Coastal Act.

A reading of the record in general indicates that the Commission contemplated a mountain park developed with trails, perhaps a few picnic tables and not a playing field. But if the applicants construct an urban park in a mountain setting, there is nothing in the record that can allow this conversion to a use that excludes the public during non-school hours. The Commission finds that it has approved parks in other areas that required limitations and/or supervision. Most recently, it approved a skate park in Venice for one of the applicants, the City of Los Angeles Department of Recreation and Parks. In that case, the Commission imposed and the City accepted a condition requiring that the City open the park to all groups throughout the City.

If the Commission finds the grading consistent with its prior approval, it must base that finding on the proposed use as a park. A public park, by definition is open to the public. It cannot approve use predominantly private use of public park land that was dedicated to the City as a result of the state's action on the underlying permit.

The Commission notes that in Amendment 8, when the applicant asked for and received permission to extend grading eastward of the urban limit line in order to provide parking for the church and to construct a buttress fill to protect it from possible failure of the slope behind it, the applicant agreed to open the parking area to the general public on weekends "for beach use." Calvary has complied with this condition. Since the parking area is already open to the public without restrictions, it would be inconsistent to prevent the public from picnicking or otherwise use the playing field when organized teams have not signed up. Moreover, the staff can find nothing in the Coastal Act or the Municipal Code that would allow use of a City Park only by neighborhood groups, excluding others.

The Commission notes that the intent of the underlying permit was to protect the sloping watershed land from all grading and open it only to low intensity uses. However, it did make an exception for public park use. Significant public use is required to determine that

the field is a "public park" and therefore allowed pursuant to Permit A-381-78A and the deed restrictions applicable to the site that establish the following restrictions:

- (a) "Prevent further division of such dedication parcels for any purposes except for park purposes outside of the urban limit line.
- (b) Prevent development outside of the urban limit line except as permitted by this permit or for park purposes.

In order to find that the intended use of the field is a public park, the public must have significant and frequent access to the land, and the land must be open to all members of the public. The amount of public use proposed by the applicants is not adequate to determine that the field is a "public park" because it reserves the field for primarily private use by Calvary Church. However, if the applicants operate the field in compliance with Condition 5, a substantial amount of public use of the field is provided, and therefore the Commission can conclude that the field is a "public park." The proposed Condition requires in part::

A. When it does not conflict with planned school events, outside of normal school and church hours after 4:00 p.m. and until 9:00 p.m.; on Saturdays, from 9:00 a.m. until 9:00 p.m. and on Sundays between 1:00 p.m. and 9:00 p.m., the playing field shall be available as a public park, available for use on a non-exclusive and citywide basis to persons and groups of all ethnic backgrounds, regardless of economic status, community of residence or the race, age, gender or beliefs of the members of the groups requesting use of the facility. As such, the City park-operation policy shall allow the project site to be used by individuals and by groups for organized events and programs in a manner consistent with other City parks.

1) Schedule: On or before August 15 of each year the co-applicant Calvary shall prepare a schedule of planned school team events for the coming school year and provide such a schedule to the City. At the end of each subsequent month, the applicants may update the schedule for months more than two months away from the date of the update. The result of the schedule will be a schedule of "planned school events."

2) During the hours during which the playing field is available as a public park and is not being used for a scheduled "planned school even", the public shall have the use of the Calvary parking lot, a pay telephone, and restrooms. If, during such times, the field is not being used by an organized group that has been authorized by the City to use the field at that time, the field may be used by any member of the public. The City or any visiting organized group shall be responsible for clean up of the parking lot, restrooms and field after each use.

3) Any notice of events provided to neighbors pursuant to CUZ case ZA 85-1219, shall not contain the identity of the community of origin of the visitors.

4) Age limits shall not be applied in granting reservations, except that Calvary and the City may restrict the type of activities to games suitable to younger or smaller teenagers or children, consistent with the smaller field.

5) The applicants may require groups using the facility to provide appropriate supervisory staff to assure order and safety.

6) Approval of the Calvary of which groups or members of the public may use the field is not be required and shall not be sought by the City. The City should approve the groups that want to use the field in accordance with its generally applicable laws and policies."

.7) Installation of restrooms and telephones. This permit authorizes the installation of outside phone kiosks and portable restroom facilities, in the numbers necessary to serve the playing field, as approved by the City of Los Angeles and the Health Department. Any new structure shall be located within the urban limit line, the area authorized for grading and development by the underlying permit 381-78 as amended. If such are installed, the access rights of the public shall be limited to the facilities constructed in exercising this permit.

8) The co-applicants, the City of Los Angeles, Calvary Church and their designees shall comply with all applicable laws, ordinances and regulations pertaining to the use of City park land.

9) The co-applicants may enforce the restrictions in the City of Los Angeles conditional use permit having to do with bells; whistles, cheering, number of spectators or other noise related restrictions.

This condition would result in a significant increase in the number of weekend days per year from six to any fall and late spring and summer weekends when both days were not used by Calvary. In addition this condition will increase the availability to organized groups authorized by the City on weekday evenings after school is out and when Calvary does not have organized school use of field. If as a result of the liberalization of these restrictions the field could be used by the public at least one weekend day a week and on more than one weekday evening, it would be possible to determine that (there is a substantial amount of public use and therefore it can be considered a public park). Secondly the City condition granted priority to children in a specific neighborhood. While as a matter of practice, children's groups from nearby neighborhoods would be the most likely to request to use the field, the Commission cannot find a rule that explicitly grants priority to groups from one neighborhood of Los Angeles and does not include groups from other neighborhoods in the City consistent with operation of land as a public park. Palisades neighbors argue that fields are in short supply. In fact playing fields are in short supply Citywide. The Commission finds that in order for it to find that the field is a public park and the use is consistent with its prior action, the field should be available to anyone (during reasonable hours), on a first come, first serve basis, when its not being used by Calvary or by an organized group authorized by the City.

As conditioned, the applicant would be required to identify all hours after 4:00 p.m. to 9:00 p.m. and Saturdays, and Sundays before 9:00 p.m. and after 1:00 p.m. when there is no scheduled school event, when the park would be open to the general public.

As conditioned to maintain the area as a public park during daylight hours, except during school hours or when a school event is scheduled, open to all without discrimination as to race age gender neighborhood of residence, religion, the project will be consistent with Coastal Act policies protecting public access and public recreation. Also, only as conditioned to allow increased use as a public park, can the Commission determine that the project is consistent with the prior permit and recorded deed restriction that are

applicable to the property. Only as so conditioned can the permit be found consistent with the access and recreation policies of the Coastal Act.

C. VISUAL IMPACTS -- LANDFORM ALTERATION,

When the underlying project was approved in 1980, the newly adopted Coastal Act contained policies that were much more restrictive concerning land form alteration than previous interpretations of applicable County and City rules. Sections 30251, and 30253, discourage landform alteration and Section 30240 protects environmentally sensitive habitat. These policies were based on studies that indicated several reasons to preserve natural landforms: protection of watershed, protection of natural vegetation, protection of public views and assurance of safety and of geologic stability. The final permit established a limit of grading, called the urban limit line. Within the urban limit line, grading and landform alteration, and construction of buildings and roads could take place. Outside the urban limit line, no grading could take place except for park purposes, and vegetation removal was limited to thinning for fire control within 100 feet of residential structures. The institutional site (where the church is now located) was identified on a seven-acre site that had been graded and disturbed, and the Commission found that intense development could occur within this area without requiring additional landform alteration.

Sections 30251 of the Coastal Act states:

Section 30251

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. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.

This project is located on land called the "Gateway" the relatively narrow part of Santa Ynez Canyon in the southerly end of the project. In approving the amended permit, the Commission made findings regarding the visual impacts of the approved landform alterations in the "Gateway," which is located between ridges that rise up from what had been Santa Ynez Creek, are most relevant to the present amendment request. The findings state:

b. Alteration Natural Landforms ... The developed portions of the Gateway property under the project approved here would be limited to relatively flat area

adjacent to Palisades Drive. Grading will be minimized and no material alteration of natural landforms will occur. There are no views to or along the ocean from anywhere in the area to be developed on the Gateway tract; and hillside areas will be left virtually untouched. ...

The project is visually compatible with both the surrounding areas adjacent to Sunset Boulevard, which contains existing residential and commercial development, and with the Palisades Highlands to the north; the Commission finds that the minimal landform alterations involved are mitigated by the permanent preservation of far larger areas in a natural state. With these conditions, the Commission finds that development on the Gateway would be consistent with the policies of the Coastal Act.

Although the amended permit allows for a significantly greater graded area, it is more protective of the undeveloped areas, as they will be dedicated to park purposes. Thus on the balance the Commission finds that the project is protective of natural landforms and as conditioned is consistent with the Sections 30240 and 30252 of the Coastal Act.

Visual impacts of proposed playing field. The testimony at the City hearing on this matter concentrated on view impacts. Residents of the other Gateway development, a 75-unit condominium on the east side of Palisades Drive, objected to the playing field because it would be visible from their units and would displace a natural hillside in the viewshed from their units and from Palisades Drive. In response, the City required the applicants to lower the level of the field so that it would be hidden behind Calvary from the condominium residents, and incidentally from travelers on Palisades Drive. The City findings also required that the applicants plant vines over the 20-23 foot high retaining wall to reduce its visual impact. In response to concerns about invasive plants, the applicants now state that they will use plants that are not invasive in hillside areas. However, the applicant proposes to use bougainvillea, which will be highly visible next to the hillside.

Calvary Church is 50 feet above finished grade, and the school is 42 feet above finished grade. The church and the school exceed the length of the retaining wall. There will be no visible cut slope above the field. The wall varies in height—it is 23 feet high only a very small portion of its length. With landscaping, using plants consistent in color and with the existing native plant community, the visual impact of the field will be minimal. As the Commission has conditioned this permit to use native plants to reduce impacts on habitat, the landscaping will be consistent in form and color with the native vegetation. The landscaping and, if the landscaping covers the wall, the wall will not have significant visual impacts because native plants are consistent in color and form with the native chaparral now found on the hillside. At its proposed elevation, screened by the church, and as conditioned, to use landscaping that is visually consistent with the chaparral on the natural hillside, the project will be visually compatible with the surrounding hillside and will be consistent with Section 30251 of the Coastal Act.

D. SAFETY OF DEVELOPMENT

A second reason to leave natural landforms alone is to assure the safety and stability of development. Cutting at the toe of a 400-foot high hill in the Santa Monica Mountains can result in collapse of the hill. The rocks in the hillsides are sedimentary rocks of varying strength. Slope failures are common. Any grading at the toe of a very high slope can be hazardous because it can remove the support of the slope. On several occasions during the development and operation of the underlying project, landslides have occurred. A major slide blocked Palisades Drive in the late 1980's. A slide during construction of Tract 31935 buried an archaeological site. Later, in response to the history of landsliding, the City required the developer to remove sediments that were perched up near the ridge line and which might impact the development in Tract 32184, and construct a buttress fill. Finally, the retaining wall supporting the 75-unit condominium development located across the street from this project failed during construction. The developer was required to replace the wall with a new, redesigned wall.

Section 30253 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.

One reason the Commission originally imposed an urban (grading) limit line on the project was to minimize risks to life and property consistent with Section 30253. The staff initially rejected this amendment application because it involved landform alteration outside the urban limit line established in the underlying permit. Over the years, the Commission has allowed the line to be adjusted several times. However, the applicant asserted each time that changes in project design were necessary to increase the safety of development that the Commission had already approved within the urban limit line. In the case of an earlier amendment to the church site, the reasons given were to allow for parking for an already approved development and for buttress fills to support the hillside behind it that could otherwise fail and damage the church. In this case, the expansion is proposed to allow for a new use, a playing field for the church school.

In rejecting the application for amendment, staff expressed concern that cutting into the toe of the hillside could represent a hazard. In response to these issues, the applicant for

the present amendment provided a geology report concerning the proposed playing field and the land inland of the playing field. The consultant states that a buttress fill and a wall at the toe of the slope will allow the cut that is proposed at the toe of the slope to occur without jeopardizing the safety of the hillside. City geologists approved the report but required a waiver to indemnify the City in case of slope failure or debris flow.

The hillside is located on the north and west of the field. In a geology report prepared in support of the project, the geologist, GeoSoils Consultants, identified slopewash, colluvium, and Martinez formation sedimentary rock with a southwest tending dip. The report concluded that natural slope range from the gradient of 1½: 1 to 2:1 (horizontal vertical) with total vertical height up to 400 feet. A slope stability analysis was performed on the slope. The results are indicate a factor of safety above minimum code values.

6.2 debris containment. The City of Los Angeles approved report dated December 10, 1981 recommended that a 20 plus foot structural setback be provided from the toe of slope. The setback consists of the existing 20 ft road way that extends along the west end of the project site and serves as the catchment and drainage area for any debris or runoff accumulating from upslope areas. The construction of the proposed sports field and parking area retaining wall essentially creates a larger containment area for the debris or runoff accumulation. Also no occupancy structures are proposed.

We recommend that the backfilled retaining or shoring walls constructed the toe of the slope have a minimum freeboard of six inches to prevent nuisance slope materials from topping over the wall. The freeboard portion of the wall, which will serve as an impact wall, should be designed with an equivalent fluid pressure of 125pcf. In the event of a larger debris flow or runoff, the material will flow over the wall and into the enlarged containment area (i.e., sports field and parking area).

The City geologist approved this report and the wall, the buttress fills and drains that were proposed. The first condition of the City report however is what is commonly known as a slide waiver. The City approval states, in part:

The proposed improvements are in an area that has been designated as a debris containment area. Approval to use the parking area for potential debris containment was provided in the referenced request for modification.

1. The owners shall record a sworn affidavit with the office of the County Recorder which attests to the knowledge that the proposed parking area and sports field, located west of the church and school buildings, is located in an area subject to slides or unstable soil and that they agree to take responsibility for any maintenance, repair or damage to property that may result.

The City required a three-foot minimum debris wall on top of the retaining wall to protect children on the field or visitors in the revised parking area from mudflows.

Staff reviewed the report and the senior staff geologist requested some additional information, regarding stability and bedding planes. The applicant provided supplemental information, correcting some errors of nomenclature. After analyzing both reports, the senior staff geologist wrote:

The revised set of slope stability analyses demonstrates that the slopes above the proposed development will be grossly stable. The presence of extensive slope wash deposits indicates that they are subject to periodic debris flows and/or rock fall, which could pose a hazard. In my opinion, this hazard will be adequately mitigated against by condition of the City of Los Angeles, Department of Building and Safety letter of 10 July 2000. As pointed out in that letter, the proposed development is in an area that has been designated as a debris containment area. Accordingly, maintenance of the debris fence and the periodic removal of accumulated material will be necessary. I recommend that such maintenance be attached as a special condition to any Coastal Development Permit issued.

Recommendations regarding the design of the retaining walls and grading have been provided in several reports and letters submitted by the applicant, as referenced in the above noted final reports. Adherence to the recommendations contained in these reports is necessary to ensure that the proposed sports field will not be subject to debris flow or slope failure. Only as conditioned to 1) construct the retaining wall and the debris wall consistent with the consultant's recommendations and the City conditions, and 2) to maintain the debris wall, can the Commission find that the development is consistent with Section 30253 which requires the Commission to approve the development only if it can find that is safe from natural hazards.

The safety of this development depends on the accuracy of the geologic investigation, which is the responsibility of the applicant, and the proper design installation and maintenance of the retaining wall and the debris wall which are also the applicant's responsibility. However, these reports are commissioned by the applicant and ultimately the conclusion of the report and the decision to construct the project relying on the report is the responsibility of the applicant. The geotechnical evaluations do not guarantee that future erosion, landslide activity, or land movement will not affect the stability of the proposed project. A report does not guarantee that the applicant or its successors in interest will maintain the drains and the debris wall. Because of the inherent risks to development situated at the toe of a 400 foot 1.5:1 -- 2:1 slope the Commission cannot absolutely acknowledge that the design of the retaining wall will protect the property during future storms, erosion, and/or landslides. Therefore, the Commission finds that the proposed project is subject to risk from debris flow, landslides and/or erosion and that the applicant should assume the liability of such risk.

The applicant may decide that the benefits of development outweigh the risk of harm, which may occur from the identified hazards. However, neither the Commission nor any other public agency that permits development should be held liable for the applicant's decision to develop. Therefore, the applicant is required to expressly waive any potential claim of liability against the Commission for any damage, injury or economic harm suffered as a result of the decision to develop. The assumption of risk, when recorded against the property as a deed or lease restriction, will show that the applicant is aware of and appreciates the nature of the hazards which may exist on the site and which may adversely affect the stability or safety of the proposed development.

Special Condition #1 requires recordation of a deed/lease restriction whereby the land owner and the lessee each assume the risk of extraordinary erosion and/or geologic hazards of the property and excepts sole responsibility for the removal of any structural or other debris resulting from landslides, slope failures, or erosion onto and from the site. The deed restriction will provide notice of potential hazards of the property and help eliminate false expectations on the part of potential buyers of the property, lending institutions, and insurance agencies that the property is safe for an indefinite period of time and for further development indefinitely in the future.

The Commission also requires that a second deed/lease restriction be recorded assuring the maintenance of the debris wall for the life of the field approved in this project. The City geologists and the Commission staff geologist judged this debris wall necessary to protect the safety of the users of the field from rocks landslides and debris that might tumble off the hill. Only as conditioned to maintain the wall can the Commission find that the project can be approved consistent with Section 30253.

F. RUN OFF AND EROSION CONTROL MEASURES

Storage or placement of construction materials, debris, or waste in a location subject to erosion and dispersion via rain or wind could result in possible acceleration of slope erosion and landslide activity. Special Condition #4 requires the applicant to dispose of all demolition and construction debris at an appropriate location outside of the coastal zone and informs the applicant that use of a disposal site within the coastal zone will require an amendment or new coastal development permit. The applicant shall follow both temporary and permanent erosion control measures to ensure that the project area is not susceptible to excessive erosion.

The applicant is building the field out over a 34-car parking lot and increasing an existing lot by 33 spaces. Run-off from parking lots is a major cause of stream and ocean pollution. During construction, it is possible during construction to install devices, to reduce the amount of pollutants in the runoff or to undertake practices which would also reduce the number of pollutants entering the Santa Ynez Canyon drain and following it through its underground channel to the Lake Shrine, a nearby meditation park, located on Sunset and to the ocean. The applicant has submitted a drainage plan demonstrating the

permanent erosion control measures; the Commission requires a complete erosion control plan for both permanent and temporary measures. Therefore, prior to issuance of the coastal development permit, the applicant shall submit, for the review and approval of the Executive Director, a temporary and permanent erosion control plan that includes a written report describing all temporary and permanent erosion control and run-off measures to be installed and a site plan and schedule showing the location and time of all temporary and permanent erosion control measures (more specifically defined in Special Condition #4).

Material flowing off the site will enter Santa Ynez Canyon Drain and from there flow to the ocean. Silt and contaminants deposited on the site would enter the ocean. To prevent these occurrences, the applicant is required to 1) install temporary erosion control measures, 2) assure that there be no direct impact on the stream bed found on the property caused by either the temporary erosion control measures or the proposed grading, 3) design a permanent plan to carry runoff off the site such that the BMP's are designed to accommodate the 85th percentile, one hour event, and 4) assure that the drainage plan includes measures to assure that the run-off from the new parking spaces and repaired drive contain measures to improve and control the water quality of the run-off. As conditioned, the project will not cause pollution and impair water quality and is consistent with the marine resources policies of the Coastal Act.

G. NATURAL RESOURCES AND HABITAT

In the Commission's original approval, there are some findings addressing the protection of undisturbed habitat and the undisturbed nature of the hillsides, especially in the Gateway. (See above. In its original action, the Commission limited removal of vegetation to areas within the urban limit line. The exception was for purposes of fire clearance within 100 feet of residential structures. There was very little analysis of the kind of habitat or its value, although some of the letters alleged that there were five endangered species in the area. The principal finding seemed to be based on a characterization of the slopes as an important watershed—the Los Angeles basin and the City of Santa Monica obtain a large proportion of their drinking water from ground water, and a finding that if the slopes were not cleared, more habitat would remain. The findings for approval of the underlying permit state:

The project would result in permanent alteration of approximately 145 acres of the 185 acres in Tracts 31935 and 32184. A firm urban limit line is to be established with permanently preserved buffer areas designed to protect the integrity of the local wildlife systems from both construction and residential impacts.

The project will result in alteration of only approximately 25 acres out of the total 122-acre Gateway property. The substantial acreage left intact will protect the integrity of local wildlife systems from construction and residential commercial impacts. Based upon this fact, the Commission finds this project does not involve

any significant disruption of habitat values and is compatible with the continuance of surrounding habitat areas so that it is consistent with the policies of Section 30240 of the Coastal Act. (Findings A-381-78A, See Exhibit 20)

In preparing a coastal development permit for the work described in this project, the applicant had a vegetation survey prepared. On the applicant's property, surveyors found only grasses, weeds and introduced trees. However, on the City property outside the urban limit line, there were four mature walnut trees, constituting the remainder of a walnut woodland, a form of habitat that is increasing rare in California. While a review of an aerial photograph indicates that immediately adjacent to the church structures, there has been some unauthorized clearance and pioneered roads, the hillside outside the immediate area still supports a remnant Walnut Woodland and a variety of associated plants. The report discounted the value of the plants on the City property, but did indicate that walnut woodland, like many other assemblages of native plants, is increasingly rare in California. (Exhibit 8)

The applicants' report distinguishes the plants found on the applicant's site which were characterized as "remnants of the original plant community on the site" from the plants outside the urban limit line, characterized as "the City property adjacent to the site." It stated:

"Vegetation on the City property adjacent to the project site is a likely indicator that prior to disturbance the site could have been most closely characterized as California walnut woodland (Sawyer, 1995) the nature conservancy habitat program rank for this community is S-2.1. (Sawyer, 1995) This ranking indicates the community has less than 10,000 acres present statewide and is considered "very threatened." The specific nature of the California walnut woodland on this site is characterized by a lack of large trunk diameter trees, an overstory height of approximately 15 feet, and a fairly even mix of four shrub tree species, California walnut, *Juglans californica*, Coast wedgeleaf ceanothus, *Ceanothus cuneatus fascicularii*, Toyon, *Heteromeles arbutifolia* and Lemonade Berry, *Rhus integrifolia*. Mexican elderberry, *Sambucus mexicana*, is also present in some numbers. The understory is largely absent, due to the prolonged absence of fire and dense growth and shade from the dominant continuous over story.

There is a small detention basin adjacent to the site to the south. ...Upstream of the detention desilting basin is a grove of mature Coast live oaks along a small drainage course. The oaks form a continuous overstory. This area shows evidence of raking and regular maintenance, although significant leaf and branch litter was present. The understory of the oaks included poison oak, *Toxicodendron diversilobum*, Black berry, *Rubus* sp., Soft chess, *Bromus horaceus*, Purple sage, *salvia leucophyllia* and wild cucumber. No evidence of wet soils, waterborne debris or obligate wetland plant species was seen.

The report concluded that the site does not have "special value". It recommends that the development should avoid disturbance of the adjacent oaks and the adjacent streambed. It advises that introduction of a non-native invasive plant species adjacent to the native plants in the streambed and the introduction of non-native invasive plant species adjacent to the native plant communities should be prohibited.

The streambed is very close to the grading. Without active measures to protect the area during construction, grading, equipment storage or siltation could adversely impact the streambed and its vegetation. There is a remnant of Santa Ynez Creek at various locations along Palisades Drive. Plants that are found along streams, including oaks and walnuts are termed "riparian". The assemblage is rare in California. The applicant does not identify an area in which it would be possible to replace the four walnut trees, the "scrub oak" and the Toyon and the Mexican elderberries that are within the footprint of the field. The trees are found on gently sloping area at the toe of the much steeper main hillside. They are mature trees --the walnuts cover about 700 square feet of land.

The applicant does not propose to replace these particular plants. The applicant has hired a landscape architect, who has provided a landscaping plan that will replant some coast live oaks, but use bougainvillea, a non-native vine and a ceanothus cultivar at the edge of the wall.

The Commission finds that the measures proposed by the applicant for streambed protection and replacement of the vegetation of the site are not adequate. The area described as "City property" in this report was dedicated as a park in order to protect the watershed land, which includes vegetation.

Section 30240 of the Coastal Act states:

Section 30240.

(a) Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those 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 those areas, and shall be compatible with the continuance of those habitat and recreation areas.

Section 30250 of the Coastal Act requires, among other things, that new development shall not have significant adverse effects on coastal resources.

Section 30230 of the Coastal Act requires that marine resources shall be maintained and states: "Special protection shall be given to areas and species of special biological or ecological significance."

This project is located within partially within a recreation area and adjacent to a streambed, which an environmentally sensitive habitat area. The walnut woodland is not an environmentally habitat sensitive area but represents a resource of special biological or ecological significance as defined by Section 30230. The applicant does not propose to replace the trees that are proposed to be removed, or to use compatible plants in revegetating the compacted buttress fill. The Commission finds that unless the applicant takes measures to prevent damage to the streambed due to construction it cannot find the project consistent with Sections 30230, 30240 and 30250 of the Coastal Act. Similarly, the applicant shall use Toyons, Sambucus and other native shrubs to screen the wall and to plant in the buttress fill behind the wall. To prevent damage during construction to areas outside the footprint of the field, the Commission requires that the edge of the upper stream bank (the stream is located in a small feeder canyon and is not proposed to be graded) be fenced 25 feet outside the break in upper slope prior to construction, that stockpiling and equipment storage take place outside of the stream banks and within the disturbed area of the property, and that those areas be identified prior to issuance of the permit. Finally the applicant shall take measures to prevent runoff and compaction in the riparian area and stream on and adjacent to the site and that such measures shall be identified prior to issuance of the coastal development permit.

The project will also destroy several mature walnut trees, which are coastal resources that must be protected under Section 30250 and which are species of "special biological or ecological significance" due to their relative scarcity, and therefore are entitled to special protection under Section 30230. Therefore, the Commission requires that the applicants identify a location close to the field where no less that 700 square feet of walnut woodland can be installed, agree to install said woodland at the same time as they undertake initial grading of the field, and to maintain the woodland as long as the field is in use.

Only as conditioned to minimize habitat damage to the stream and replace the walnut woodland can the Commission find the project consistent with the habitat policies of the Coastal Act and with its intent in its action on the underlying permit.

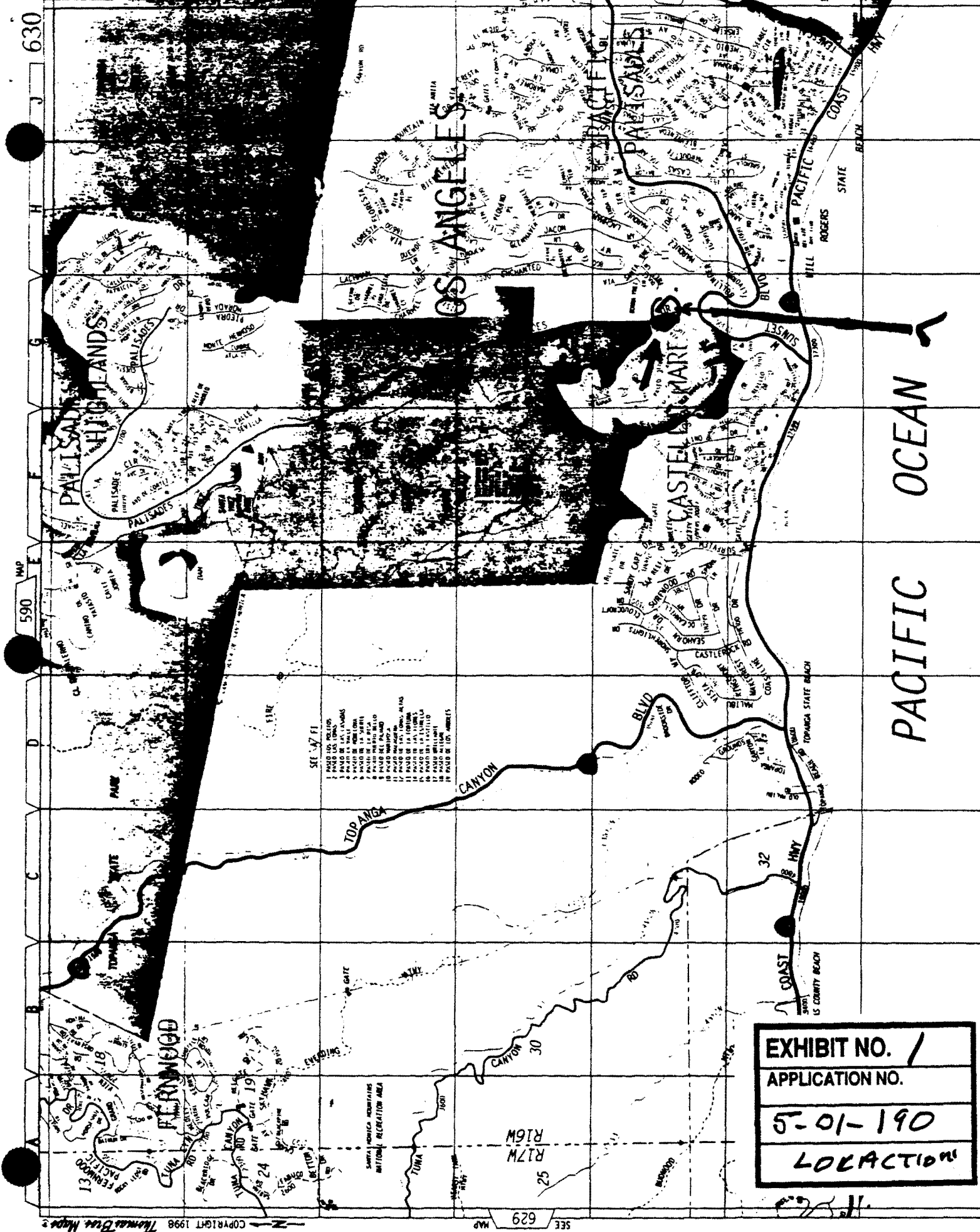
H. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section 13096 of the Commission's regulations requires Commission approval of Coastal Development Permit applications 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.

There are no other feasible alternatives or mitigation measures available other than those proposed by the applicants and by the Commission, which will lessen any significant adverse impact the activity, would have on the environment. The project, as conditioned, will not have any significant adverse impacts on the environment. Therefore, the Commission finds that the proposed project, as conditioned, is consistent with CEQA.

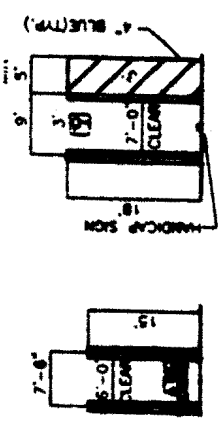
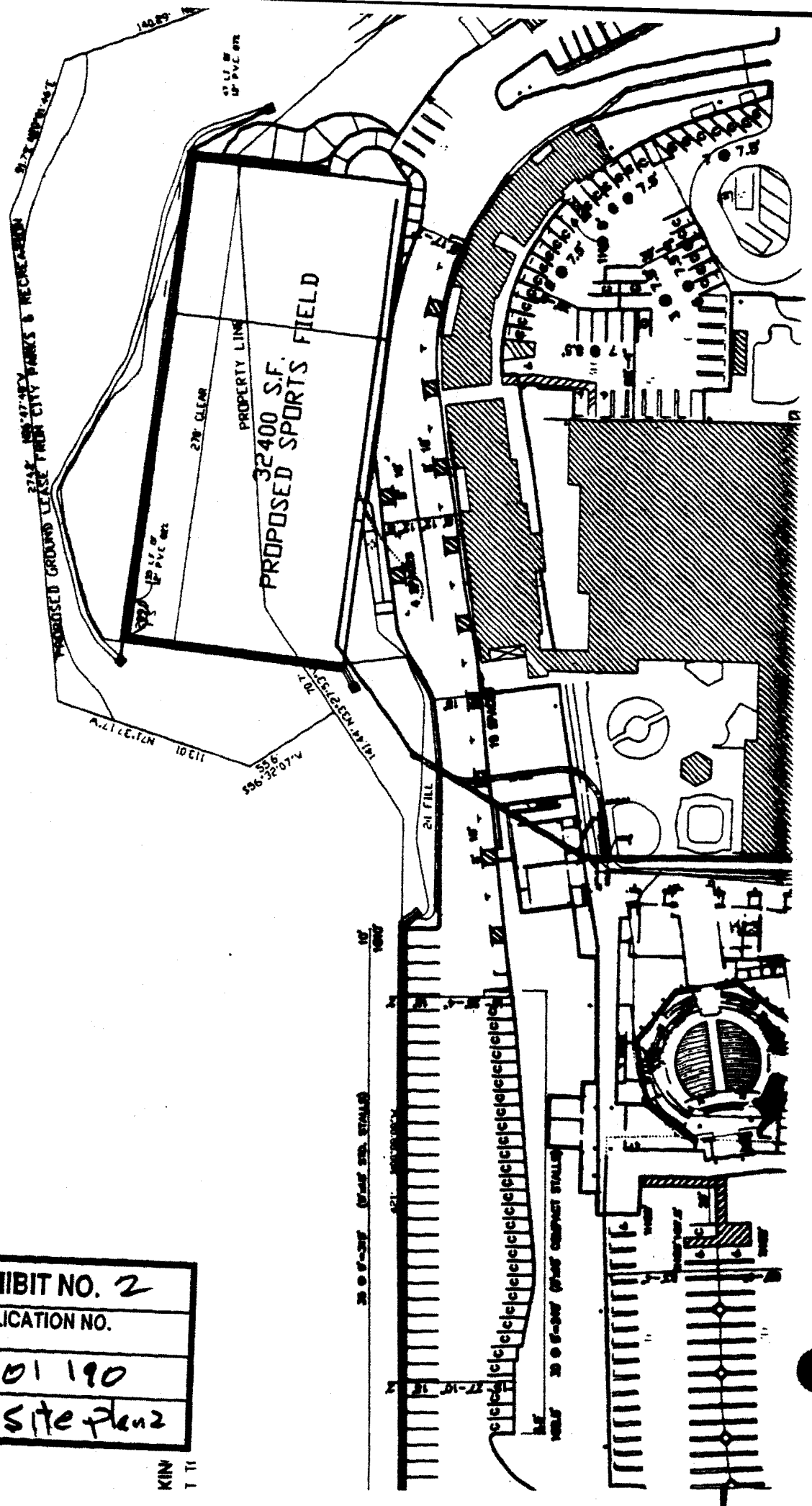




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 - 3 PASO DE SAN JUAN
 - 4 PASO DE LA BARRA
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| EXHIBIT NO. / |
| APPLICATION NO. |
| 5-01-190 |
| LOCATION 707 |

PACIFIC OCEAN



HANDICAP CUT
IMPACT CUT

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| EXHIBIT NO. 2 |
| APPLICATION NO. |
| 5-01190 |
| Site Plan 2 |

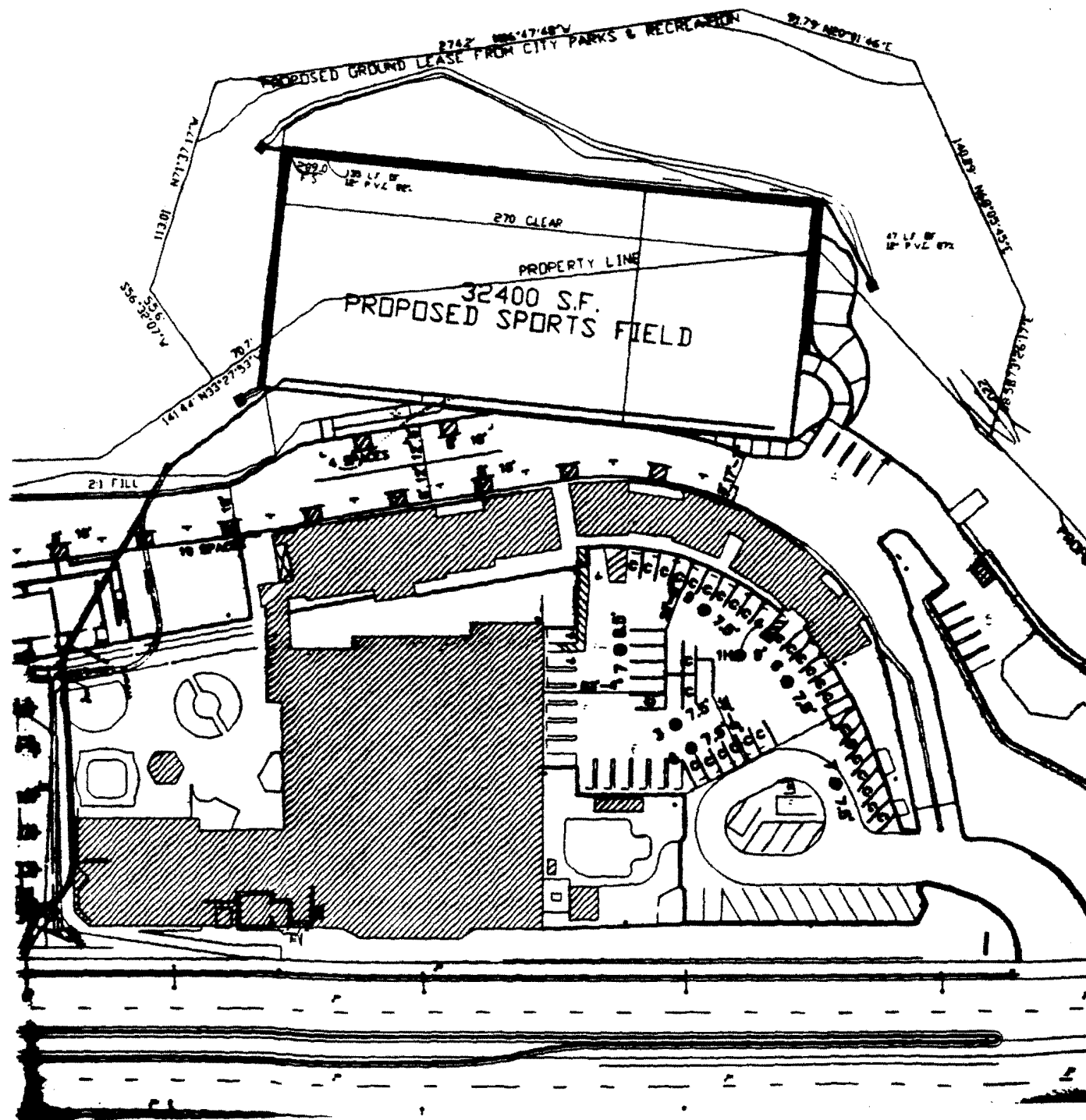
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EXHIBIT NO. 3

APPLICATION NO.

5-01-190

site plan (i)



PALISADES' HIGHLANDS
GATEWAY PLOT PLAN
EXHIBIT B-2

COASTAL COMMISSION

5-01-190

EXHIBIT # 4

PAGE ____ OF ____

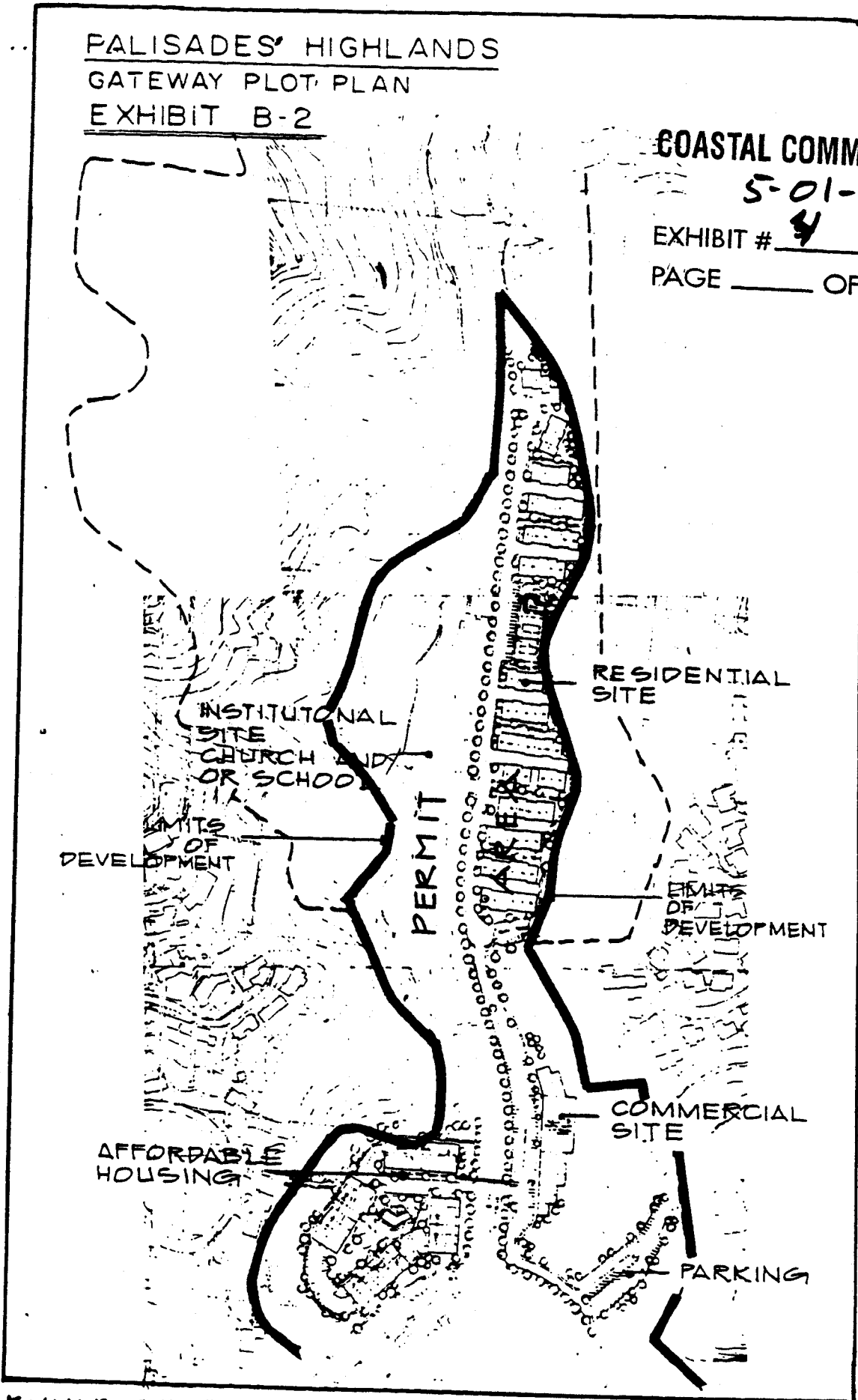


EXHIBIT "A"

OFFER OF DEDICATION AGREEMENT

PERMIT AREA

PALISADES HIGHLANDS
GATEWAY PLOT PLAN
EXHIBIT B-2

COASTAL COMMISSION

5-01-190

EXHIBIT # 5

PAGE _____ OF _____

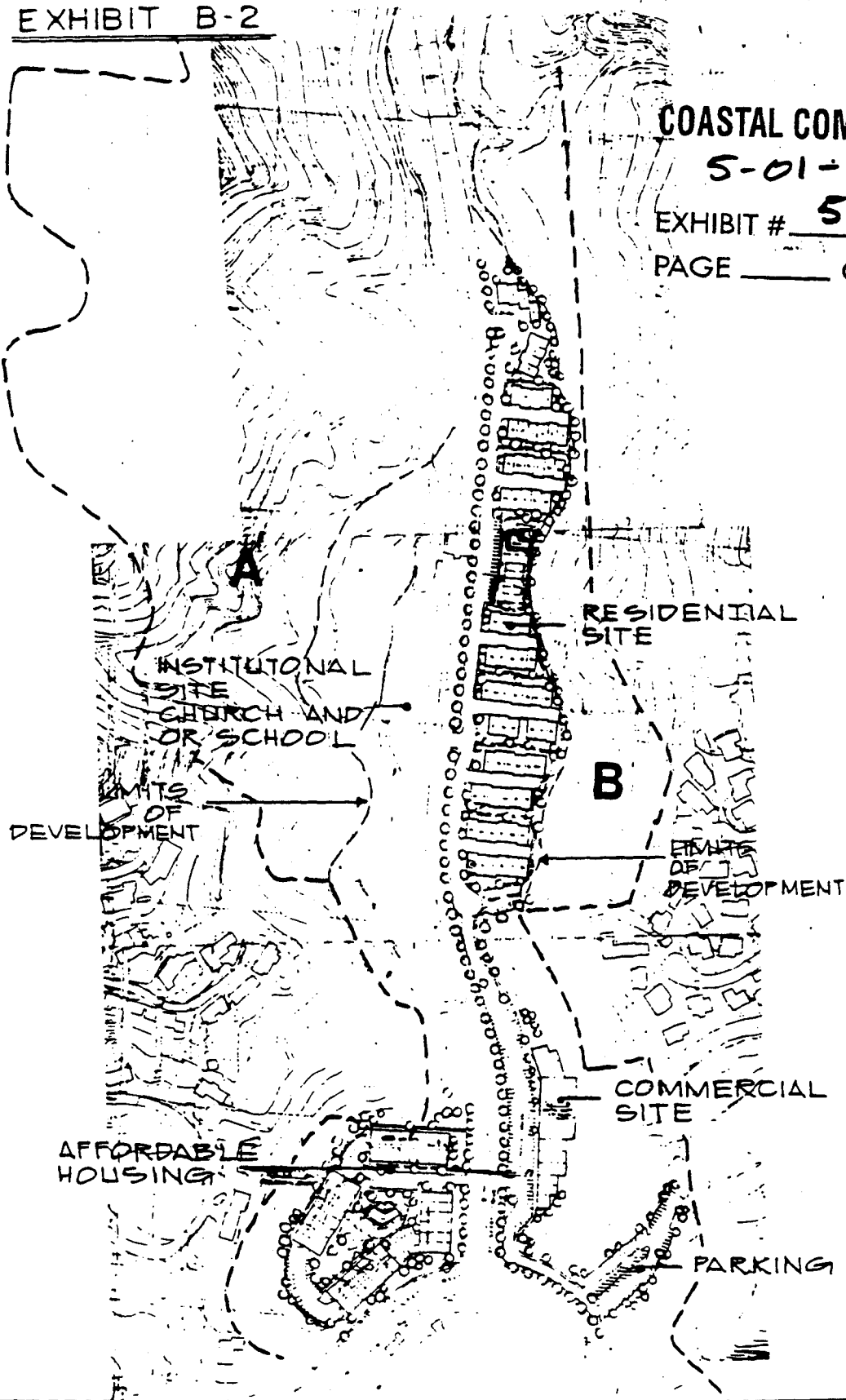
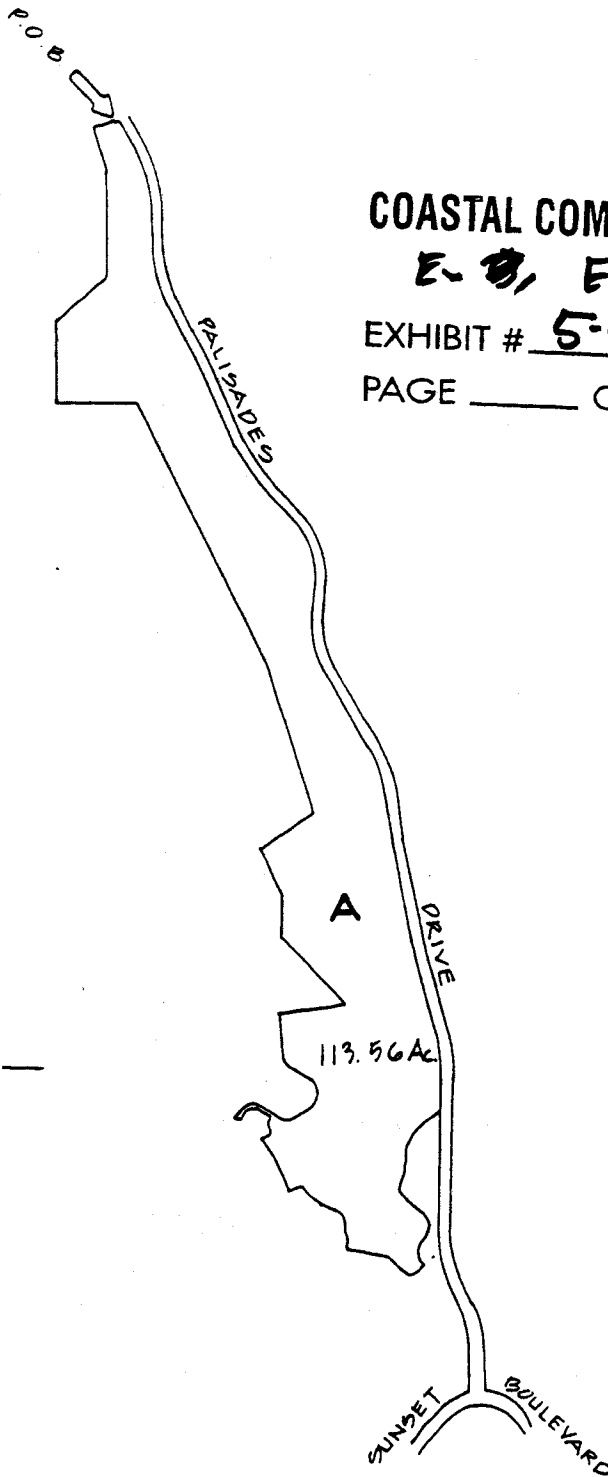


EXHIBIT "B"

DEDICATION AREA

OFFER OF DEDICATION



COASTAL COMMISSION

E-3, E-6

EXHIBIT # 5-01-190-76

PAGE _____ OF _____

SCALE: 1"=1000'
 DATE: 5-8-80
 W.O. 2532-23

PLAT TO ACCOMPANY LEGAL DESCRIPTION

"A"

- OFFER OF DEDICATION AGREEMENT
Palisades Resources, Inc

RECEIVED
South Coast Region

September 1, 2000

JAN 9 2001

CALIFORNIA
COASTAL COMMISSION

Mr. Peter Douglas, Executive Director
Attn: Ms. Pamela Emerson
Los Angeles Area Supervisor
California Coastal Commission
200 OceanGate, Suite 1000
Long Beach, CA 90802

Re: Request for Amendment to CDP 381-78 ("CDP") to Change the Urban Limit Line and Allow Grading for a Sports Field for Calvary Christian School, 701 Palisades Drive, Pacific Palisades, CA

Dear Ms. Emerson,

Calvary Church of the Pacific Palisades, dba Calvary Christian School ("Calvary"), and the City of Angeles Department of Recreation and Parks ("City"), jointly make this request for an amendment to the CDP to change the applicable Urban Limit Line ("ULL") to allow for the construction of a school sports' field and to allow the necessary grading needed for the construction of the field. Calvary and the City jointly make this request since the City owns the fee and Calvary will have a leasehold interest in the subject property.

A. Overview

Calvary operates a school serving approximately 430 children in preschool through 8th grade and desires to construct a middle school-sized sports field (the "Field") adjacent to its school to provide an on-site location for the school's athletic programs given the lack of available sports fields in the community. Although Calvary owns most of the land needed to construct the field, a small additional portion is needed from the City which is the adjacent property owner. The City's land was dedicated to them as part of the development of the Palisades Highlands and is outside the ULL. After long and complicated negotiations with the City, the community at large and the adjacent homeowners, Calvary and the City negotiated a Shared Use Agreement (the "Agreement"), providing for the long-term lease, at fair market value, of approximately 1/3 of an acre for the Field. The Agreement also provides for the shared use of the construction, of a larger 1.25-acre parcel (inclusive of the Field) for access and grading

COASTAL COMMISSION

5-01-1907

EXHIBIT # _____

PAGE 1 OF _____

purposes. As a condition of the lease, Section 5 provides for Calvary to make the field available for usage by the AYSO and YMCA organizations for soccer practices and camps, the Cub Scouts as well as specified use by the Department of Recreation and Parks. Section 19 prohibits artificial lighting, sound amplification and the installation of permanent seating.

The CDP includes an Urban Limit Line ("ULL") that you state follows Calvary's westerly property line, resulting in the City land being on the other side of the ULL. You have informed me that Conditions 1 and 2 of the CDP restrict grading and mandate unrestricted public usage outside the ULL. Condition 1 to the CDP states, "All grading, structural development, and subdivided lots shall be located entirely within the Urban Limit Line" The Dedication language in Condition 2 of the CDP permits only usage for park purposes beyond the ULL.

B. Amendment Request

The specific request is to amend the CDP as follows:

- 1) Relocate the ULL to be approximately coincident with the limits of grading as shown on the Sports Field Grading Plan dated August 23, 2000, prepared by VTN West, Inc., permitting Calvary to grade a portion of the Parcel for a sports field.
- 2) To provide public usage of the field as limited by the language contained in the Agreement.

C. Background

Prior to 1988, Calvary Church was located on Via de la Paz in the village of Pacific Palisades. For many years, it had desired to relocate but found it difficult to locate a suitable site. In 1988, Calvary reached agreement with the Headlands Corporation to acquire an approximate 7.5 acre parcel on Palisades Drive to relocate its church facility as well as to construct an elementary school. Due to the configuration of the land adjacent to the side of the canyon slope and the terms of the CDP which had been negotiated with Headlands, Calvary purchased the maximum amount of land available from Headlands.

Calvary then proceeded to construct an elementary school serving preschool through the 5th grade. After several years, it became apparent that Calvary's initial goal to limit its school to the 5th grade needed to be revised due to the community's demand for additional grades to serve children until they were ready to enter high school. Calvary then completed the second and final phase of its school building construction, adding room for grades 6th through 8th. While the addition of the middle school met the strong demand of the community, it presented the need to develop larger sports' facilities to serve the needs of the older and bigger middle school students. That need resulted in the plan for a sports

field to be constructed along the west side of Calvary's property with the addition of a small portion of land so that the field would be regulation-sized for middle school soccer and football, but less than one-third to one-half the size of a regulation-sized soccer or football field.

Calvary first contacted the City in August 1997 to inquire about land for a sports field. Concurrent with its City negotiations Calvary also sought input from the community. Meetings were held and input obtained from community leaders, i.e., Rubbell Helgeson, Frank Wilson, Randy Young and Kurt Toppel, as well as representatives from Councilwoman Miscikowski's office. Additionally, Calvary held numerous meetings and obtained input from residents in the adjacent Miramar Estates and Sea Ridge homeowner associations. Extensive negotiations occurred with the Sea Ridge leaders with Calvary making compromises to its plan that eventually resulted in a letter from the Sea Ridge Board in support of the field. Calvary met with YMCA Executive Director, Connie Maguire, and AYSO Regional Commissioner, Debbie Held, and extended the church and school's offer of complimentary usage of the field by their respective organizations. On three occasions Calvary appeared before the Pacific Palisades Community Council and, at their meeting of June 24, 1999, the council unanimously "approved the plan in concept and applauded Calvary's effort in promoting more availability of recreational space."

As a result of these long and complicated negotiations, which sought to balance the needs of the community at large for access to recreational areas against the needs of Calvary's use of the field in connection with the conduct of its school and church and the needs of Calvary's immediate neighbors, a compromise was reached regarding the amount of access to the Field and the conditions under which it would be operated. This agreement between Calvary, its immediate neighbors, the City, and the community reflects an effort to provide public access to property which was previously inaccessible and usable only as open space, and thus increase the usable recreational space available to the community and the public at large.

D. Entitlements

The following summarizes the entitlement status with the City.

1. Recreation & Parks Commission - Shared Use Agreement approved on 10/6/99
2. Planning Department - Conditional Use Permit approved on 1/28/00
3. Cultural Affairs Commission - Landscaping for retaining walls approved on 2/17/00
4. City Council - Approval forthcoming, awaiting minor language revision to the Agreement.

E. Engineering Design / Plan Check

1. Haul Route - Approved by the City on 6/27/00

2. Geotechnical/Soils Report - Approved by the City on 7/10/00
3. Grading Plan - Plan checked and ready to be approved by the City subject to some signoffs, including Planning Dept. which is awaiting State approval
4. Structural Design - Preliminarily designed, subject to revisions once the grading plan is approved
5. Landscape Design - Completed

F. Field Design

The proposed sports field is planned for an area along the westerly boundary of Calvary's property which presently is landlocked and has no public access. While the area is sufficiently flat to permit the construction of the sports field, the slope of the canyon walls quickly becomes too steep for use and, like most of the canyon north of Calvary's property is presently unusable as recreational space and is usable only as open space. After lengthy negotiations with Calvary's adjacent homeowners' associations and City representatives, the height of the field was established at a level that would conceal the field behind the existing school buildings and thus reduce the impact of noise from field activities. As a condition of the Agreement with the City, Calvary has agreed to provide public access to the field across its property and to make suitable arrangements for security, insurance and maintenance resulting from the agreed public uses. As a result, if an amendment to the CDP is granted, a portion of public land only usable as open space would become accessible to the public and available for recreational purposes in a manner which reflects a compromise between the needs of the community at large and the needs of Calvary and the adjacent homeowners.

As you will note from reviewing the Sports Field Grading Plan, the Field will be 120 feet x 270 feet. Most of the 32,400 sq. ft. Field, as it will be finally constructed, is located on Calvary's property with only 15,000 sq. ft. overlapping the City property and the present ULL. The terms of the Agreement with the City allow for an initial lease during construction of a 1.25-acre parcel to permit room for construction. Once construction is completed, the size of the leased parcel will be reduced to the actual size of the field pursuant to Paragraph 2.B(2) of the Agreement. The retaining walls will be landscaped with Boston Ivy and Creeping Fig which, in a reasonably short period, will substantially cover the walls and present a pleasing appearance to the adjacent neighbors. Additionally, these retaining walls and the necessary grading for the construction of the Field will enhance the stability of the natural slopes above the Field and will provide for an improvement in the drainage of the slope.

The construction of the Field will also increase fire safety in the area by providing better access to the property beyond the ULL by fire safety equipment and personnel, and the Field provides a potential landing area for helicopters for emergency purposes only.

G. Public Usage

In view of Condition 2 to the CDP which requires public usage of the property outside the ULL, and reflecting the principles used in Calvary's prior agreement with the Coastal Commission to make a portion of its parking lot available for beach goers during normal daylight hours (CDP A-381-78A6), Calvary engaged in extended negotiations with adjacent homeowner associations and community groups and was ultimately able to reach a compromise to satisfy the City's Department of Parks & Recreation demand for public use of the leased property even though that would mean that Calvary's private property bear the burden of public use and the nearby homeowners would also have to contend with additional traffic, noise and disruption due to the impact of the public uses. After considerable negotiations, and the helpful intervention of Councilwoman Miscikowski's office, Calvary was able to reach agreement with the City and adjacent homeowners to provide for the public uses which occur in all seasons of the year except the winter rainy season. Calvary will make its Field available for 47 public uses throughout the year by the AYSO, YMCA and Cub Scout organizations in addition to six public uses by the City of Los Angeles Department of Recreation & Parks. This required public usage is contained in Section 5 of the Agreement.

H. Environmental Benefits

Palisades Park, located in the heart of the Palisades' village, is the only unrestricted public park serving the community. On any given school day in the mid- to late-afternoon hours, the field is significantly impacted by local schools' athletic activities. A typical weekday in the fall would most likely include practices or games by Calvary's 'A' and 'B' flag football teams, the flag football teams of Corpus Christi and Village School, in addition to one or two AYSO soccer practices. Additionally, this fall the City is planning to have its own flag football league using this field. Calvary, located on Palisades Drive off the west end of Sunset Blvd., is located 2 miles from the village and its parents need to drive the boys and girls to the football practices, impacting village traffic during the area's peak times. By having its own field available for practices and games, Calvary will provide much needed relief to the public resources at Palisades Park and alleviate traffic in the village area and on Sunset Boulevard.

In furtherance of Calvary's environmental studies curriculum for its students, the administration and faculty want to enhance the proliferation of wild life along the school's adjacent hillside. To that end Calvary is interested in maintaining a water guzzler and salt lick in a shaded location suitable as a rest area for the deer and small mammals and would commit to do so with the construction of its field.

COASTAL COMMISSION

EXHIBIT # 7
PAGE 5 OF 6

Mr. Peter Douglas
Ms. Pamela Emerson
September 1, 2000
Page 6

I. Fundraising Effort

Given the late stage of the progress of this project, Calvary's school foundation has completed raising the estimated \$1.7 million to construct the sports field.

J. Conclusion

Specific questions regarding this request may be addresses to the following:

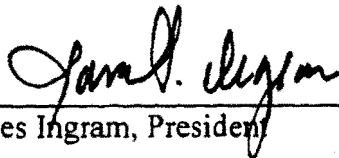
Calvary Church of Pac. Palisades
c/o Wadsworth Associates LLC
Attn: Jim Wadsworth, Principal
2716 Ocean Park Blvd. #1010
Santa Monica, CA 90405
Tel: (310) 314-2407

Dept. of Recreation & Parks
City of Los Angeles
Attn: Maureen Tamuri, Assistant General
Manager for Planning and Construction
200 N. Main Street, Room 709
Los Angeles, CA 90012
Tel: (213) 485-9999

Thank you, Ms. Emerson, for considering our request.

Respectfully,

Calvary Church of Pacific Palisades, Inc.



James Ingram, President

Dept. of Recreation & Parks
City of Los Angeles



Maureen Tamuri, Assistant General Manager

Copy (w/o submittals): Councilwoman Cindy Miscikowski

Submittals

1. Legal Description for the approximate 1.25-acre parcel dated August 22, 2000, prepared by VTN West, Inc.
2. Sports Field Grading Plan dated August 23, 2000, prepared by VTN West, Inc.
3. Calvary Christian School Sports Field digital rendering.
4. City of Los Angeles Building & Safety Haul Route Approval dated 7/26/00.
5. City of Los Angeles Soils/Geology approval dated 7/10/00.
6. Geologic and Geotechnical Engineering Report dated 4/21/00, prepared by GeoSoils Consultants, Inc.
7. Conditional Use Agreement ZA 85-1219 Approval of Plans dated 1/28/00.
8. Shared Use Agreement draft dated 9/__/99.
9. Pacific Palisades Community Council minutes of June 14, 1999.

COASTAL COMMISSION

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EXHIBIT # 7

PAGE 6 OF 6



VTN West, Inc.
PLANNERS ENGINEERS SURVEYORS

Lloyd A. Poindexter, P.E.
William D. Egerdahl, P.E.
William S. Kish, L.S.
R. Eric Taylor

October 5, 2000

COASTAL COMMISSION

5-01-190

EXHIBIT # 8

PAGE 1 OF 3

Mr. Peter Douglas, Executive Director
Attn: Ms. Pamela Emerson
Los Angeles Area Supervisor
California Coastal Commission
200 Oceangate, Suite 1000
Long Beach, CA 90805

RE: Biological Survey, Proposed Sports Field at the Calvary Church of the Pacific Palisades
VTN Ref. No. 6158-5

Dear Ms. Emerson,

Per your request, we did a biological field investigation and literature search of the proposed sports field site at the Calvary Church in Pacific Palisades. We understand this survey is necessary for the Church and the City to use as a part of their application to the California Coastal Commission for a Coastal Development Permit (CDP). The findings, below, are a result of this investigation. Note that exhibits and photos made for the CDP filing may be used to reference this report so no additional exhibits have been made to accompany this text.

SITE DESCRIPTION

The project site for development is a total of approximately 0.7 acres, located on the east facing side of Santa Ynez Canyon, approximately 1400 feet north of Sunset Boulevard in the Pacific Palisades. Most of the site is within the property currently built and used as the Calvary Church and School. The remainder of the site is a small portion of the hillside owned by the City of Los Angeles Department of Recreation and Parks and is designated Open Space by the City. The Church and School grounds include several buildings, parking lots, landscaping and small playgrounds. The church and school site front on Palisades Drive, a four lane collector road built on what once was the streambed of Santa Ynez Canyon. This streambed was replaced with a large concrete box culvert which is located beneath the roadbed of Palisades Drive.

Regional Setting - Regionally, the church portion of the project site is part of a complex of residential, commercial and this institutional use clustered at the bottom of Santa Ynez Canyon in the Santa Monica Mountains. These developed areas are surrounded by a peninsula of mostly natural habitat of approximately 300 acres that extends into the developed area of Pacific Palisades. The biological value of this 300 acres has been severely degraded by the removal of surface water and riparian habitat as a result of the channelization of the creek and construction of Palisades Drive (built in the late 1960's), the presence of surrounding development on three sides and introduction of non-native species such as the stand of Canary Island Pines, *Pinus canariensis*, adjacent to this site. This habitat area is connected to the larger area of natural habitat of the Santa Monica Mountains to the north only along the sides of Santa Ynez Canyon.

6946 Van Nuys Boulevard, Suite 100, Van Nuys, California 91405-3963

TEL 818.779.8740

FAX 818.779.8750

E-MAIL vtnwest@aol.com

Mr. Peter Douglas
California Coastal Commission

COASTAL COMMISSION

VTN Ref. No. 6158-5

5-01-190

EXHIBIT # 8

PAGE 2 OF 3

Site Vegetation - Most of the vegetation on the site are non-native species typical of disturbed sites. The major species encountered during a site visit on August 21, 2000, were:

Ricinus communis - castor bean
Marah macrocarpus - wild cucumber
Marrubium vulgare - horehound
Nicotiana glauca - tree tobacco
Bermuda sp. - bermuda grass
Heteromeles arbutifolia - toyon
Malva parviflora - cheeseweed
Brassica nigra - black mustard
Mimulus aurantiacus - sticky monkeyflower
Juglans californica - California walnut
Cercocarpus betuloides - birchleaf mountain mahogany
Quercus berberidifolia - scrub oak.
Cortaderia selloana - pampas grass
Sambucus mexicana - Mexican elderberry

There was no dominant over story or evident dominant plant community. Most of the area is trampled and bare. Most plants existed as individuals. Eleven small trees/shrubs were observed within the grading area. These included three Toyon (*Heteromeles arbutifolia*) with multiple trunks three inches in diameter at breast height (DBH), three California Walnut (*Juglans californica*) trees with multiple trunks at 7 inches DBH, three Mexican elderberry (*Sambucus mexicana*) trees with multiple trunks at 9 inches DBH, one Birchleaf Mountain Mahogany (*Cercocarpus betuloides*) shrub at 2 inches DBH, and one scrub oak (*Quercus berberidifolia*) at 3 inches DBH. We suspect these species are remnants of the original plant community from this site. The soils were alluvial and one evident rock outcropping of conglomerate was seen. The rock outcroppings were carefully searched for presence of Santa Monica Mountains *Dudleyea*, *Dudleyea cymosa ovatifolia*, a federally Threatened species. This plant is reported in the current California Fish and Game Natural Diversity Database (NDDDB) for this area on "...east facing moss covered conglomerate rock." There were no mosses present, or any other plants on the rock on this site. The site was also searched for the other species listed in the NDDDB that possibly matches this site's characteristics, Braunton's Milk Vetch, *Astragalus brauntonii*. This species prefers disturbed sites or recent burns on gravelly clay soils over granite or limestone. No plants were seen. The site's soils are sandy alluvium and no evidence of fire for many years was noted.

Vegetation on the City property adjacent to the project site is a likely indicator that prior to disturbance, the site could have been most closely characterized as California Walnut Woodland (Sawyer, 1995). The Nature Conservancy Heritage Program rank for this community is S-2.1 (Sawyer, 1995). This ranking indicates the community has less than 10,000 acres present, statewide and is considered "very threatened". The specific nature of the California Walnut Woodland on this site is characterized by a lack of large trunk diameter trees, an over story height of approximately 15 feet, and a fairly even mix of four shrub/tree species, California

VTN

Walnut, Juglans c. californica, Coast Wedgeleaf Ceanothus, Ceanothus cuneatus fascicularii, Toyon, Heteromeles arbutifolia, and Lemonade Berry, Rhus integrifolia. Mexican elderberry, Sambucus mexicana, is also present in some numbers. The under story is largely absent due to the prolonged absence of fire and dense growth and shade from the dominant, continuous over story. There is often one foot or more of litter from the shrubs on the ground and lower branches.

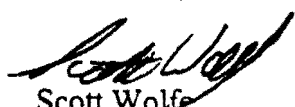
There is a small detention/ desilting basin adjacent to the site to the south. Evidence of recent maintenance of the basin included scraping of silt, and accompanying plant material, if any. Upstream of the detention/ desilting basin is a grove of mature Coast Live Oaks along a small drainage course. The oaks form a continuous over story. This area shows evidence of raking and regular maintenance, although significant leaf and branch litter was present. The under story of the oaks included Poison Oak, Toxicodendron diversilobum, Blackberry, Rubus sp., Soft chess, Bromus horeaceus, Purple sage, Salvia leucophylla and Wild cucumber, Marah macrocarpus. No evidence of wet soils, waterborne debris or obligate wetland plant species were seen. There is a noticeable bed bank and channel of approximately three feet wide at the base of the bank. The proposed project does not have grading of the streambed.

Animals - No species were observed during our site visit other than very common bird species (scrub jays, common crows). We reviewed the NDDB and found no likely matches, although the Canary Island Pines located approximately 300 feet southwest of the site might be suitable for Monarch Butterfly roosts. The disturbed nature of the project site and the dense, unburned nature of the adjacent native plant communities does not lend us to expect many animal species to be present. The lack of connection of the site to nearby water and the surrounding developed areas do not make the site important for animal movement.

Recommendations - The site does not have any special value for native biological communities. No special status plants or animals were observed or are expected to occur. Impacts to adjacent California Walnut Woodland are expected to be minimal and this community is currently degraded, significantly, due to lack of fire, overgrowth and development intrusions. The development should avoid disturbance to adjacent oaks and the adjacent streambed. Introduction of non-native invasive plant species adjacent to the native plant communities should be prohibited.

We hope this report and review assist you in properly designing your project.

Very truly yours,
VTN West, Inc.


Scott Wolfe
for Eric Taylor
Senior Vice President

ET:sjb

COASTAL COMMISSION

EXHIBIT # 5-01-190-8
PAGE 3 OF 3

CALIFORNIA COASTAL COMMISSION

45 FREMONT, SUITE 2000
SAN FRANCISCO, CA 94105-2219
VOICE AND TDD (415) 904-5200
FAX (415) 904-5400

COASTAL COMMISSION

5-01-190

EXHIBIT # 9PAGE 1 OF 2

25 April 2001

**GEOLOGIC REVIEW MEMORANDUM**

To: Pam Emerson, Los Angeles Area Supervisor
From: Mark Johnsson, Senior Geologist
Re: Review of geotechnical response to CCC comments, Calvary Church

I have reviewed the following document, which is a response to my geologic review memorandum of 28 March 2001:

GeoSoils Consultants Inc. 2001, "Response to California Coastal Commission geologic review memorandum, dated March 28, 2001, regarding GeoSoils Consultants, Lot 1, parcel Map 5372, 701 Palisades Drive, Pacific Palisades, California for Calvary Church", 6 p. geologic report dated 12 April 2001 and signed by D. D. Yoakum (GE 918) and R. F. Ruberti (CEG 1708).

In addition, I spoke with Mr. Roberti by telephone on 4 April 2001, and he was able to clarify several questions I had posed in my memorandum.

The document referenced above adequately addresses the concerns raised in my 28 March memorandum. Most significant are a new set of slope stability analyses that demonstrate the gross stability of two slopes above the proposed playing field and parking lot.

More specifically, the report addresses each of the seven items enumerated in my 28 March memo as follows:

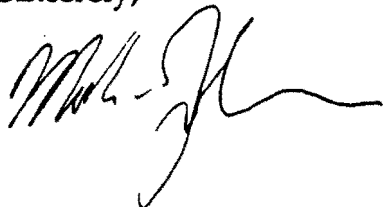
- 1) The cohesion and friction angles used in cross section B-B' are, appropriately, those determined from direct shear tests on Sespe Formation samples from a boring reported on in the 21 April 2000 GeoSoils report. The slope stability analyses corresponding to cross-section A-A', now make use of appropriately referenced data for the Martinez Formation, which underlies that slope. I had originally been concerned that shear strength data from materials in boring B-1 were not used in the slope stability analyses. Although not clearly identified in the earlier report, Mr. Ruberti pointed out to me that the materials encountered in boring B-1 are artificial fill, and no such fill is found in the slope. The cohesion and friction angles used in the revised slope stability analyses are therefore acceptable.

- 2) The unit weights used in the revised slope stability analyses are now supported by appropriate test data.
- 3) Because the strike of bedding is at a high angle to the slopes above the proposed bedding, circular failure surfaces are acceptable.
- 4) Pseudo-static slope stability analyses were performed with this submittal, and demonstrate an adequate factor of safety under seismic loading.
- 5) The revised slope stability analyses make adequate allowances for pore-water pressures within the slopes. Pore water need not be considered in the dense formational units.
- 6) Correcting the "negative effective stress at base of slice" warning by reducing the cohesion value is acceptable.
- 7) Bedding attitudes were, in fact, provided on the original submission; Mr. Ruberti pointed out their locations on the geologic map.

The revised set of slope stability analyses demonstrate that the slopes above the proposed development will be grossly stable. The presence of extensive slope wash deposits indicate that they are subject to periodic debris flows and/or rock fall, which could pose a hazard. In my opinion, this hazard will be adequately mitigated against by condition of the City of Los Angeles, Department of Building and Safety letter of 10 July 2000. As pointed out in that letter, the proposed development is in an area that has been designated as a debris containment area. Accordingly, maintenance of the debris fence and the periodic removal of accumulated material will be necessary. I recommend that such maintenance be attached as a special condition to any Coastal Development Permit issued.

I hope that this review is helpful. Please do not hesitate to contact me if you have any questions.

Sincerely,



Mark Johnsson
Senior Geologist

COASTAL COMMISSION

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PAGE 2 OF 2

**SHARED USE AGREEMENT
BETWEEN CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
AND
CALVARY CHURCH OF PACIFIC PALISADES INC.**

This Shared Use Agreement ("AGREEMENT") is made and entered into this ____ day of September, 1999, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and the Calvary Church of Pacific Palisades Inc., doing business as Calvary Christian School (hereinafter referred to as "CALVARY").

WITNESSETH

WHEREAS, CITY owns certain land included in what is known as Santa Ynez Canyon Park, situated in the City of Los Angeles, County of Los Angeles, State of California, 1.25 acres of which is legally described in Exhibit "A" attached hereto and made a part hereof, together with all easements and rights appurtenant thereto, if any (the "PROPERTY");

WHEREAS, CALVARY owns property on which it operates a school immediately adjoining the PROPERTY; and

WHEREAS, CITY approves and fully supports CALVARY's sharing the PROPERTY for the purpose of constructing a playing field ("FIELD"), as set forth herein;

WHEREAS, the interests of the public will be served by CALVARY's use of the PROPERTY, including the construction of a portion of the FIELD thereon, in that the planned construction will stabilize and shore up the PROPERTY, creating a usable portion of land from an otherwise unimproved hillside; and,

WHEREAS, the CITY and CALVARY desire to share the FIELD by making it available to the public for certain specified purposes and at certain specified times.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. TERM

The term of this AGREEMENT shall be for twenty-five (25) years from the date of execution, with an additional twenty-five (25) year option to extend in favor of Calvary provided in Section 18 below.

COASTAL COMMISSION

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EXHIBIT # 10

PAGE 1 OF 10

2. FEE FOR USE

A. INITIAL FEE

EXHIBIT # 10PAGE 2 OF 10

The initial fee for use of the PROPERTY (the "INITIAL FEE") shall be \$100.00 payable to the CITY on the first of each month, commencing after (1) all governmental agencies, including CITY Council, have approved the AGREEMENT and (2) all permits necessary to construct the FIELD have been obtained. The INITIAL FEE shall continue until CALVARY notifies the CITY that all fund-raising has been completed, a building permit has been issued and construction of the FIELD has commenced, whereupon the BASIC FEE described in Section 2.B. below shall become effective (the "Basic Fee Commencement Date"). CALVARY shall deliver such notice promptly after each and all of the above-referenced events shall have occurred.

B. BASIC FEE

(1) The basic fee for use of the PROPERTY by CALVARY ("BASIC FEE") shall be \$600.00 per month, commencing on the Basic Fee Commencement Date, provided, however, that the BASIC FEE shall begin no later than two years after commencement of the INITIAL FEE and provided further that the BASIC FEE shall be adjusted in accordance with Section 2.C. below. The BASIC FEE shall be in lieu of, and not in addition to, the INITIAL FEE.

(2) Notwithstanding anything contained herein to the contrary, following the completion of construction of the FIELD, CALVARY shall reduce the size of the PROPERTY to a size which will reasonably accommodate CALVARY's use of the FIELD. Before any use of the FIELD for any school activities other than construction and cleanup, CALVARY shall furnish CITY with a notice that the construction of the FIELD has been completed and that a Certificate of Occupancy or other document evidencing CALVARY's right to use the FIELD has been issued for the FIELD, accompanied by a modified legal description showing that portion of the PROPERTY which is necessary to reasonably accommodate CALVARY's use of the FIELD. Effective on the first day of the calendar month following delivery of such notice to CITY, the BASIC FEE (and any adjustments made pursuant to Section 2.C. below) shall be reduced in the proportion that the area surrendered to CITY bears to the total area of the PROPERTY utilized by CALVARY under this AGREEMENT, but in no event shall the BASIC FEE be less than \$400. CITY and CALVARY shall then execute an amendment to this AGREEMENT by which the revised legal description is substituted for Exhibit "A" attached hereto.

C. ADJUSTMENT OF BASIC FEE

The BASIC FEE under Section 2.B. above shall be adjusted every two (2) years commencing on the second anniversary of the Basic Fee Commencement Date

and every two (2) years thereafter (each, an "Adjustment Date") during the term of this Lease to reflect percentage increases or decreases, if any, in the cost of living as provided below. The BASIC FEE shall be multiplied by a fraction, the numerator of which is the U.S. Department of Labor Consumer Price Index for Urban Wage and Clerical Workers (All Items) Unadjusted, Los Angeles/Anaheim/Long Beach Metropolitan Area (1982-4 = 100) (the "Index") published for the calendar month preceding the month in which an Adjustment Date occurs (the "Adjustment Index Figure") and the denominator of which is the Index published for the month in which this Agreement commences (the "Base Index Figure"). When the Adjusted Basic Fee is determined after each Adjustment Date, the CITY shall within three (3) months following the respective Adjustment Date give CALVARY written notice indicating the amount thereof and the method of computation. Such adjustment shall be retroactive so as to be effective as of the respective Adjustment Date. If the Index shall cease to use 1982-4 as the base year, the Index shall be converted in accordance with the conversion factor, if any, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index (or the components comprising such Index) is materially changed or discontinued, CITY shall be entitled to substitute the official Index published by the Bureau of Labor Statistics (or successor thereto or similar governmental agency as may then be in existence) as the most nearly equivalent thereto

3. OWNERSHIP

CALVARY and CITY agree that title to the PROPERTY is and shall remain in the CITY and that any and all improvements constructed thereon, whether existing now or to be installed hereafter, are and shall remain the property of the CITY, subject to this AGREEMENT.

4. CALVARY'S USE OF PROPERTY

CALVARY shall enjoy exclusive and uninterrupted use of the PROPERTY and FIELD except as otherwise expressly provided in Paragraph 5, below.

5. PUBLIC USE OF PLAYING FIELD

The FIELD shall be open to the public uses specified in Section 5A below and to such other and further uses pursuant to Section 5B below as may be approved by CALVARY and which are not inconsistent with CALVARY's use of its property.

A. Specified Annual Public Uses

- (1) April, May, June: The FIELD shall be available to the YMCA Youth Soccer League for practices of **COASTAL COMMISSION** 4:00 p.m. to 6:00 p.m.

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- (2) **June, July, August:** The FIELD shall be available to YMCA Youth Specialty Soccer Camps for one week each month, Monday to Friday, for half-day sessions (i.e., 9:00 a.m. to 1:30 p.m.).
- (3) **September, October, November, December:** The FIELD shall be available to AYSO Region 69 "K" League for practices on Friday afternoons from 4:00 p.m. to 6:00 p.m. in **September and October** and from 4:00 p.m. until dark in **November and December**.
- (4) Additionally, the FIELD shall be available two Saturday afternoons each year, 12:00 p.m. to 5:00 p.m., to Cub Scout packs for physical fitness and sports achievement requirements. The FIELD shall be available only to Cub Scout packs in the Pacific Palisades community, including packs in public as well as private schools.
- (5) **January, February, March:** Because of the potential for cold and inclement weather, no public uses are specified. Any use shall be in the sole discretion of CALVARY.
- (6) The above-named groups in the above "Specified Annual Public Uses" do not have an exclusive or vested right to use the FIELD. In the event that an above-specified user will not use the FIELD, or fails to comply with all the CALVARY Rules and Regulations for Public Use of the FIELD, CALVARY may substitute another group to use the FIELD so long as such substitute group agrees to comply with all the CALVARY Rules and Regulations for Public Use of the FIELD.

CALVARY reserves the right to modify the Specified Annual Public Uses should they conflict with CALVARY's private use of the FIELD, in which event CALVARY shall endeavor to accommodate the Specified Annual Public Uses by permitting them to occur at some other time which does not conflict with CALVARY's use of the FIELD.

B. Additional Public Uses.

In addition to the Specified Annual Public Uses enumerated above, the CITY may request use of the FIELD for any youth athletic events or practices during non-school hours and for no time earlier than 9:00 a.m. or later than 6:00 p.m., up to six (6) days per year. The FIELD will not be available until 1:00 p.m. on Sundays. (The public uses herein contemplated are limited to youths, that is, under the age of 15.) Such a request shall be in writing and shall provide advance notice of at least ten (10) business days prior to the date of requested use. If (1) no school activities are anticipated for the requested date and time, (2) the requested

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use does not otherwise conflict with CALVARY's enjoyment of its property and the FIELD and (3) the requesting user agrees to comply with all the CALVARY Rules and Regulations for Public Use of the FIELD, approval for such a use shall not be unreasonably withheld.

6. REPAIRS AND IMPROVEMENTS

A. CALVARY.

CALVARY may, from time to time, make repairs and improvements to the PROPERTY at its own cost and expense.

B. CITY.

CITY may, from time to time, propose repairs, improvements and enhancements necessary to the ongoing use of the PROPERTY. If CALVARY concurs that the work proposed by the CITY will benefit CALVARY, a mutual agreement shall be entered into between the parties which specifies the repairs, improvements and enhancements proposed at the PROPERTY, and the portion of such cost to be borne by the CITY, if any, shall be credited against the INITIAL FEE or BASIC FEE, as the case may be, as referenced in Paragraph 2.

C. APPROVALS.

Any proposed improvements shall be subject to all customary approvals of the City of Los Angeles.

7. MAINTENANCE OF PROPERTY

CALVARY shall ensure that the PROPERTY is kept in a clean, wholesome, and sanitary condition and shall not permit offensive or refuse matter nor any material detrimental to the public health, peace, or safety to remain or accumulate upon the PROPERTY.

8. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of CITY shall have the right to enter the PROPERTY at any time in case of emergency, and at reasonable times for the purpose of property inspection.

9. HOLD HARMLESS; INSURANCE

(a) Each of the parties agrees to defend, indemnify and hold the other harmless from all direct loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property which may result from the acts or omissions of the indemnifying party, or any of its officers, agencies, employees, licensees, contractors, invitees or any other person subject to supervision or control by the indemnifying party,

in the performance of its obligations under this Agreement. In the event of third-party loss caused by the negligence, wrongful act or omission of both parties to this agreement, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or as may be judicially determined.

(b) CALVARY shall obtain and maintain a policy of commercial general liability insurance, with coverage for "premises and operations" and "contractual liability" with combined single limits of not less than One Million Dollars (\$1,000,000). Such insurance shall name CITY as an additional insured and shall require not less than thirty (30) days' prior notice to CITY in the event of cancellation or reduction in coverage or limits if such cancellation or reduction occurs at the election of the insurance carrier. CALVARY shall furnish evidence of such insurance in the form of a City Special Endorsement Form, or in lieu thereof a copy of the insurance policy. CALVARY acknowledges that CITY self-insures its liability with respect to the matters covered under this AGREEMENT.

10. RESTORATION

At the expiration or earlier termination of this AGREEMENT, CALVARY shall deliver the PROPERTY to the CITY in as good and usable condition as the PROPERTY was as of the date of this AGREEMENT ordinary wear and tear thereof, damage by the elements, fire, earthquake, flood, act of God or public calamity excepted; provided, however, that any permanent improvements that provide structural or geological support for any portion of the PROPERTY shall not be removed without the prior written consent of CALVARY and the CITY.

11. CANCELLATION; ASSIGNMENT AND DELEGATION

- A. CALVARY may terminate this AGREEMENT at any time prior to the start of construction of the FIELD and, in the event of a material breach by either party, the nonbreaching or non-defaulting party may terminate this AGREEMENT, by giving written notice of such termination, or default or breach and termination, to the other party at least ninety (90) days prior to the effective date thereof. The AGREEMENT shall be terminated at the end of the such ninety-day period except where the termination occurs as a result of a default or breach and the default or breach is cured. Notice is to be deemed given upon the mailing thereof to the recipient at the address listed hereinbelow.
- B. CALVARY may not assign nor delegate any or all of its rights or obligations under this AGREEMENT (except to a successor in interest of CALVARY by operation of law) without the prior written consent of CITY, such consent not to be unreasonably withheld, conditioned or delayed.

COASTAL COMMISSION

5-01-190

EXHIBIT # 10

PAGE 6 OF 10

12. NOTICE

All notices required or permitted by this AGREEMENT shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section 12. Tenant's address for notice purposes shall be as follows:

Calvary Church of Pacific Palisades
701 Palisades Drive
Pacific Palisades, California 90212

Landlord's address for notice purposes is as follows:

City of Los Angeles
Department of Recreation and Parks
Attention: Real Estate Asset Management Division
City Hall, Room 709
200 North Main Street
Los Angeles, California 90012

Either party may by written notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to either party hereunder shall be concurrently transmitted to such party or parties at such addresses as either party may from time to time hereafter designate by written notice to the other.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by U.S. Postal Service Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If any notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

13. GOVERNING LAW

This AGREEMENT shall be controlled by and construed under and in accordance with the laws of the State of California.

14. COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

15. AMENDMENTS

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by CALVARY and the CITY.

EXHIBIT # 10
PAGE 8 OF 8

16. SEVERABILITY

If any term, covenant or condition of this AGREEMENT shall, to any extent, be invalid, void, illegal or unenforceable, the remainder thereof shall not be affected thereby, and each other term, covenant or condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

17. WARRANTIES

A. CALVARY'S Warranties: As an inducement to the CITY to enter into this AGREEMENT, CALVARY represents, warrants and covenants as follows:

- (1) that it is a regularly organized and existing non-profit corporation under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a non-profit corporation, to enter into this AGREEMENT, and to consummate the transaction herein contemplated;
- (3) that all actions to be taken by or on behalf of the CALVARY to authorize it to make, deliver and implement the terms of this AGREEMENT have been duly and properly taken prior to the execution of this AGREEMENT; and,
- (4) that this AGREEMENT is a valid and binding obligation of CALVARY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

B. CITY'S Warranties: As an inducement to CALVARY to enter into this AGREEMENT, the CITY represents, warrants and covenants as follows:

- (1) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a city, to enter into this AGREEMENT, and to consummate the transaction herein contemplated;

- (3) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this AGREEMENT have been duly and properly taken prior to the execution of this AGREEMENT; and,
- (4) that this AGREEMENT is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

18. GRANT OF OPTION

Subject to the provisions contained in this Section 18, CITY hereby grants to CALVARY the option to extend the terms of this AGREEMENT (the "Extension Option") for one (1) twenty-five (25) year extension term (the "Extension Term"). The BASIC FEE for use of the PROPERTY by CALVARY during the Extension Term shall initially be the BASIC FEE payable by CALVARY during the last month of the initial term. CALVARY shall give written notice thereof to CITY if CALVARY wishes to exercise the Extension Option not less than sixty (60) days prior to the expiration of the initial term; provided, however, (i) that the Extension Option shall be personal to CALVARY and shall not be exercisable by any person or entity other than CALVARY or its successor by operation of law and (ii) that the Extension Option not be exercisable by CALVARY if CALVARY is at the time of exercise in default in its payment obligations under Section 2 above. Notwithstanding the foregoing, termination of the AGREEMENT at any time during the prior term of the AGREEMENT shall also terminate and render void the Extension Option. Except as otherwise set forth in this Section 18, CALVARY shall use the PROPERTY during the Extension Term upon all of the terms and conditions of the AGREEMENT that are in effect immediately prior to the commencement of such Extension Term. Without limiting the generality of the foregoing, the provisions of Section 2.C. relating to the adjustment of the BASIC FEE to reflect changes in the Index will be in effect during the Extension Term if the Extension Option is exercised.

19. ADDITIONAL COVENANTS

The parties further agree as follows:

- A. No artificial lighting or illumination shall be permitted for the FIELD except to the extent required by applicable law.
- B. Prior to each public use, CITY shall provide notice to the local homeowners associations and local community groups shown on Exhibit B attached hereto.
- C. No more than ⁽⁵⁰⁾ [what is this number?] non-participant spectators shall be permitted to attend each event of public use, and no permanent seating shall be installed at the FIELD.

- D. In the event CITY receives multiple requests for public use, priority shall be given to public uses proposed by local residents or local groups.
- E. No loudspeakers or other sound amplification shall be permitted for events at the FIELD.
- F. Any public use during non-school hours shall occur between the hours of 9:00 a.m. and 6:00 p.m. on up to six days per year.
- G. Any proposed improvements shall be subject to all approval processes customarily employed by CITY, including without limitation community meetings, zoning and other CITY approvals.
- H. For the months of January, February and March, no public uses are specified because of the potential for cold and inclement weather. Any use during such months shall be at the sole discretion of CALVARY.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective as of the day and year set forth above.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

CALVARY CHURCH OF PACIFIC PALISADES, INC. doing business as CALVARY CHRISTIAN SCHOOL

By: _____
President

By: _____

By: _____
Secretary

By: _____

APPROVED AS TO FORM AND LEGALITY

Dated _____, 1999

JAMES K. HAHN, City Attorney

By _____
Assistant City Attorney

COASTAL COMMISSION
5-01-196

EXHIBIT # 10
PAGE 10 OF 10

APPROVED

OCT 06 1999

REPORT OF GENERAL MANAGER

NO. 428-99

DATE October 6, 1999

BOARD OF RECREATION
and PARK COMMISSIONERS

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SANTA YNEZ CANYON PARK - AGREEMENT FOR SHARED USE OF A
PORTION OF SANTA YNEZ CANYON PARK BY CALVARY CHURCH OF
PACIFIC PALISADES

P. Bryant _____
J. Zatorski _____
S. Klippel _____
G. Stigile _____

J. Duggan _____
M. Whelan _____
R. Fawcett _____
R. Sessinghaus _____

[Signature]

General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATION:

It is recommended that the Board:

1. Approve the Shared Use Agreement of a portion (1.25 acres) of Santa Ynez Canyon Park for 25 years to Calvary Church of Pacific Palisades with a 25 year lease renewal option; and,
2. Authorize the President and Secretary of Board to sign the Shared Use Agreement between the Calvary Church and the Department after approval by the Cultural Affairs Department of the design of the sportsfield, and all other City approvals.

SUMMARY:

The Calvary Church of Pacific Palisades has requested the use of 1.25 (1-1/4) acres of our hillside park to create a player's sports field for its school use by excavating over an acre of hillside park land and constructing a retaining wall to contain the hill.

The Board will recall that an earlier report was submitted to the Board over a year ago (BR 344-98 on September 28, 1998) and was withdrawn at the request of the City Attorney for lack of public participation and compliance with the necessary C.E.Q.A. requirements.

Numerous meetings have since been held with our staff, attorneys for Calvary school, Councilmember's staff and the City Attorney. The agreement reached allows public groups, the Y.M.C.A., Youth Soccer League, Cub Scout packs, etc. to use the field, and in addition, allows the Department to request the use of the field six times a year.

The school is requesting a 25-year term with an option for another 25 years at the discretion of the school.

5.01.190
Exhibit 11
p1

REPORT OF GENERAL MANAGER

PG. 2

NO. 428-99

Staff has negotiated an interim fee of \$100.00 per month starting after all governmental agencies, including City Council, have approved the Shared Use Agreement, and continuing until the School notifies the Department of Recreation and Parks that all fundraising, anticipated at being approximately \$1,500,000.00 over a two-year period, is completed; a building permit has been issued and construction activities have begun which use the 1.25 acres of City-owned land. The fee will then be \$600.00 per month, with a CPI adjustment to be implemented every two years, for the duration of the construction and until the School submits to the Department of Recreation and Parks a new legal description of the City-owned land which will be used for the completed playing field (less than the 1.25 acres) and a Certificate of Occupancy. Thereafter and for the duration of the 25-year agreement and the additional 25 year option, if exercised, the use of the completed playing field will be at a fee which is proportionate to the use of the playing field but not less than \$400.00 per month, with a CPI adjustment to be implemented every two years.

The school will seek support from the homeowners within a 300-foot radius of the school as well as from Councilmember Miscikowski.

The School will also obtain all required City approvals for the sportsfield including a plan approval from the Office of Zoning Administration for the addition of the sportsfield as an extension of the existing Conditional Use Permit for the School.

In addition to the above, the Council Office has suggested eight additional items that have been incorporated into the agreement:

1. Prohibit all lighting or illumination on the sportsfield.
2. City shall provide notice prior to each public use to local homeowner associations and local community groups as shown on "Exhibit B" of the agreement.
3. Limitation on the ¹⁰⁰number of non-participant spectators for public usage, however, there will be no permanent seating.
4. Where there are multiple requests for public usage, priority shall be given to local residents or local groups.
5. No sound amplification.
6. City's usage during non-school hours shall be between the hours of 9:00 a.m. and 6:00 p.m. up to ~~six~~ times per year.
7. Any proposed improvements shall be subject to all customary City approval processes including but not limited to Community meetings, City and Zoning approvals.
8. For the months of January, February, and March: Because of the potential for cold and inclement weather, no public uses are specified. Any use shall be at the sole discretion of Calvary Church.

5-01-190
Ex b. b. 11
P2

REPORT OF GENERAL MANAGER

PG. 3

NO. 428-99

The Planning Department, as the Lead Agency for City approvals for the Calvary School, advises that the Shared Use Agreement, to permit a part of the sports field to be constructed on City-owned hillside park land, is exempt from C.E.Q.A. pursuant to a Categorical Exemption (Class 5 - Category 23 of the City C.E.Q.A. Guidelines) and on August 3, 1999, filed a Notice of Exemption (Class 5 - Category 23) as valid C.E.Q.A. clearance for the Shared Use Agreement.

Graphic illustrations of the proposed development will be shown at the meeting.

Staff recommends approval.

5.01.190
Exh. 4
P3

JOINT USE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES UNIFIED SCHOOL DISTRICT FOR THE JOINT USE OF WASHINGTON IRVING MIDDLE SCHOOL

THIS JOINT USE AGREEMENT, made and entered into this 4th day of June, 1998, by and between THE CITY OF LOS ANGELES, a municipal corporation, by and through its Board of Recreation and Park Commissioners, hereinafter called CITY, and the LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, a school district, acting by and through its Board of Education, hereinafter called DISTRICT.

RECEIVED

South Coast

MAY - 9

CALIFORNIA
COASTAL COMMISSION

WITNESSETH:

WHEREAS, DISTRICT intends to develop a passive park with picnic areas, trees, and restrooms in the area along Fletcher Drive and a sports field on the southeast area of the campus at the DISTRICT'S Washington Irving Middle School at 3010 Estara Avenue in Glassell Park; and,

WHEREAS, the CITY and the DISTRICT desire to make the Facilities available to the public for community recreation; and,

WHEREAS, DISTRICT has estimated the cost of constructing the Facilities at \$1,375,700 and has applied for a Grant from the City of Los Angeles, Commission for Children, Youth and Their Families, hereinafter referred to as CCYTF, in the amount of \$1,375,700 from the 1997 Los Angeles City Parks Act, Proposition "K", which will fund the development and construction of the Facilities; and,

WHEREAS, award of the Grant from the CCYTF is contingent upon the DISTRICT and the CITY entering into a thirty (30) year Agreement to share the use of the Facilities according to the terms and conditions hereinafter set forth; however, the Grant from CCYTF shall be subject to a separate agreement between DISTRICT and CCYTF to which this Agreement shall be attached, and this Agreement is not intended by the parties to be a commitment for funding; and,

WHEREAS, CITY'S thirty (30) year term of use of the subject Facilities under the terms of this Agreement will commence upon DISTRICT'S completion and acceptance of said Facilities; and,

WHEREAS, CITY and DISTRICT desire to cooperate in establishing, jointly operating and maintaining the Facilities in order that the greatest public use for recreational activities will arise from the operation of the Facilities for the benefit, education, amusement, convenience and enjoyment of the public; and,

WHEREAS, DISTRICT shall cooperate and consult with CITY and its representatives relative to the planning, design and construction of the Facilities; and,

WHEREAS, pursuant to the provisions of Title I, Division 7, Chapter 5 of the California Government Code and the provisions of Part 7, Chapter 10, Section 10900, et seq. of the California Education Code, the parties hereto may contract to achieve said purposes and are authorized to cooperate with each other in the development and execution of adequate programs of education and community recreation, and in the exercise of such power shall be subject to the lawful restrictions applicable to the CITY; and,

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

1. FUNDING:

DISTRICT shall within a reasonable time after the approval by the CCYTF of the Grant application for Proposition "K" funds begin phased construction of the Facilities on the premises described in

[Another school]

1 5-01-190 Exhibit 12 p1

Exhibit 1 attached and made part hereof. DISTRICT, at its sole cost, shall prepare plans, advertise for construction contracts and administer the project during the construction phase. DISTRICT shall, using available project Funds, provide any additional improvements to the Facilities and the installation of equipment therein, which DISTRICT deems necessary. DISTRICT shall use reasonable efforts to complete the construction within DISTRICT'S budget parameters and shall be under no obligation to provide any additional funds beyond those identified .

The CITY will not be responsible for any cost overruns with respect to the construction of the Facilities. If, during any phase of the project, DISTRICT determines that there are insufficient funds to complete the Facilities, DISTRICT shall have the reasonable right to reduce the scope of the project. If DISTRICT determines that the project does have to be downsized, DISTRICT will notify CITY and CCYTF in writing regarding scope of reduction of work prior to proceeding with completion of the project. If CITY does not concur with DISTRICT'S proposed changes, CITY can propose alternative changes or provide supplemental funding for the identified shortfall. CITY shall respond to DISTRICT in writing within ten (10) days of DISTRICT'S notification to CITY.

2. DELAYS BEYOND THE CONTROL OF PARTIES:

Neither of the parties hereto shall be liable to the other party on account of any delay or inability to perform when such delay or inability is due in whole or in part to fire, strikes, labor disturbances, riots, civil commotions, acts of nature, any present or future law or governmental regulation, or any cause beyond the control of the parties. If any delay is caused by such occurrences, the delayed party shall have the right to extend the time for performance of any act delayed thereby insofar as performance thereof is required.

3. LICENSE AND TERM:

During the hours provided for the CITY'S use pursuant to Paragraph 11 hereof, the DISTRICT hereby sets apart the use and occupancy of the DISTRICT'S land described on Exhibit 1, attached hereto, together with the right of ingress and egress from the nearest public street, at no cost.

CITY'S rights to utilize the Facilities shall be for an initial period of thirty (30) years from the date of completion of the Facilities as approved and accepted by the DISTRICT and the CITY in writing (the "Initial License Period"), and the parties shall make reasonable efforts to extend the Initial License Period (the "Extended License Period(s)") by amending or supplementing this Agreement upon similar covenants and conditions set forth herein. DISTRICT shall not be obligated to construct the Facilities unless and until funding is available.

To initiate renewal of the Agreement, CITY shall provide one year's written notice to the DISTRICT. Following expiration of this Agreement, and until such time as either CITY or DISTRICT terminates CITY'S occupancy, or until such time as a new Agreement is executed by both parties, CITY'S non-exclusive use of the Facilities will continue on a month-to-month basis upon the same terms as specified in this Agreement, except for the term. The privilege to continue the terms of the agreement on a month to month basis shall be subject to termination by either party upon 90 days written notice.

In recognition of the substantial contributions of both parties to the Facilities, this Agreement for joint use shall not be terminated by either party prior to the expiration of the Initial License Term set forth in this Section of the Agreement in the absence of a material breach of the Agreement. In the event of a default in the terms of this Agreement, the non-defaulting party shall provide written notice thereof to the party in default in the manner provided by Section 15 and the party in default shall immediately cure the default or commence to cure the default if the default cannot be immediately cured. The defaulting party shall, within five (5) days of receiving the notice of default, respond to the other party in writing that the default has been cured or identify the steps that will be taken and

by what time to cure the default. Except for defaults which remain uncured after 90 days or which are frequently repeated, the Agreement shall not be terminated for material breach.

4. OWNERSHIP AND SURRENDER:

The parties hereby agree that the completed Facilities (exclusive of land) shall become the property of the DISTRICT. The parties further agree that title to DISTRICT'S land described on Exhibit 1 shall remain in the DISTRICT.

5. OPERATION OF FACILITY:

DISTRICT and CITY shall share operation of the Facilities as hereinafter provided and in accordance with Paragraphs 6, 7, 8, 9, 10 and 11 hereof. Use of the Facilities at the school by parties other than the CITY shall remain under the control of the DISTRICT through the Real Estate and Asset Management Branch, Civic Center Program Office. The CITY may request authorization for occasional use by a third party during its hours of use and permission for such shall not be unreasonably withheld.

6. DISTRICT MAINTENANCE:

DISTRICT shall keep the Facilities in a safe and sanitary condition at all times, including school summer vacation periods, and will maintain and keep in good repair the land described in the attached Exhibit 1, together with all physical improvements erected thereon, and pay all utilities, including but not limited to, water and power required for the operation of the Facilities.

DISTRICT'S upkeep of the Facilities shall be limited to the following:

- A. Provision of custodial/janitorial services and supplies for the Facilities and Restrooms, as it would have normally undertaken (in absence of this Agreement) for the rest of the school buildings and fields through the school's on-site custodial staff. DISTRICT'S personnel shall also provide CITY access to restroom and janitorial supplies. During CITY'S periods of permitted use under this Agreement, the CITY shall be responsible for replenishing any supplies used.
- B. Exercise reasonable efforts to schedule and complete all major annual Facilities maintenance (such as re-seeding, reconditioning, and other upkeep of the DISTRICT'S land) during the months of July and August and other field maintenance and preparation periods during the year, with the exception of those ongoing maintenance activities which are normally performed either year-round or during other months of the year.

7. CITY'S MAINTENANCE:

- A. Notwithstanding the maintenance obligation assumed by DISTRICT hereunder, CITY shall perform any emergency maintenance which may become necessary during its use of the Facilities to keep it in a safe and sanitary condition. Should such maintenance not be convenient to perform during the period of use, CITY or DISTRICT having use at the time the emergency is discovered shall warn of any defects or blockade any areas which may be dangerous; and should this not be feasible, CITY or DISTRICT shall immediately cease use of the Facilities and vacate same until such time as the Facilities are safe and sanitary.
- B. In addition to any "emergency maintenance" by CITY as set forth above, and notwithstanding anything to the contrary in this Agreement, CITY shall, at its sole cost, clean up or cause to be cleaned up the Facilities and Restrooms promptly after the CITY'S (and/or its permittee')

usage, in order to keep the Facilities and Restrooms in a sanitary, clean and usable condition for school use on the following school day.

- C. On a quarterly basis, or as deemed necessary by either DISTRICT or CITY, representatives of the parties will confer to evaluate the adequacy of the operational and maintenance responsibilities of each party, as stipulated in this Agreement, and make such adjustments as they deem necessary.
- D. In addition, notwithstanding the maintenance obligation assumed by the DISTRICT hereunder, CITY shall make all repairs to the Facilities and land that are caused by or result from the negligent acts or omissions of its officers, agents or employees.
- E. CITY shall be responsible for any substantial increase in utility costs attributable to its use of the Facilities.

8. STAFFING:

DISTRICT shall provide personnel necessary for the complete and proper maintenance of the Facilities in accordance with the provisions of Paragraph 7 herein. CITY shall provide, only during the time it has use of the Facilities and without cost to DISTRICT, appropriate staff as deemed necessary by CITY, for the safety and security of individuals utilizing the Facilities. DISTRICT shall also provide staffing of the Facilities to insure its availability to the CITY at no cost.

9. USE OF SCHOOL PARKING LOT:

CITY shall have use of a parking lot on the School site, to be designated by the School principal, for use by CITY or its permittee during CITY'S periods of use. When large attendance is expected for "Special Events" including those during the summer break, the CITY shall coordinate with the Real Estate and Asset Management Branch, Civic Center Program Office to secure additional parking. CITY shall provide advance notice of at least ten (10) school working days prior to the requested use of additional parking. CITY will be responsible for any required clean-up of the parking areas after each use.

10. USE OF FACILITIES:

DISTRICT shall have use of the Facilities for recreational, educational and other school-associated or sponsored activities. Use of DISTRICT Facilities by the CITY shall be permitted pursuant to the Civic Center Act (§38130-et seq. of the Education Code). CITY shall follow the DISTRICT'S procedures in obtaining a DISTRICT issued Civic Center Permit. CITY will have use of said Facilities for recreational purposes for the general public. The DISTRICT shall not dislodge the CITY'S pre-established recreational programs by establishing a competing recreational program.

During its period of use of the Facilities, CITY (and its permittee) shall have access to required restroom facilities. Further, during its period of use of the Facilities or other buildings on the site, CITY'S on-site supervisory staff shall have access to a "work area" designated for CITY use (equipped with a telephone) located near the Facilities, such location to be determined by the Principal of Washington Irving Middle School in his/her sole discretion.

CITY shall comply with all applicable laws, ordinances and regulations pertaining to the use of the DISTRICT'S land and, in this regard, shall enforce the prohibitions against the use of profane language, smoking, possession or use of intoxicating beverages and narcotics, quarreling and fighting, betting and other forms of gambling.

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4 / another school)

CITY when using DISTRICT facilities shall provide approved and appropriate security and supervision of the facilities and activities to ensure proper standards of conduct, cleanliness and safety. When DISTRICT staffing for access is otherwise unavailable, the CITY when using DISTRICT facilities shall have access to keys or other devices that provide physical access to any facilities that will be used.

DISTRICT shall provide the CITY access to a DISTRICT telephone during CITY's use of the Facilities. CITY shall ensure that the telephone usage shall be limited to work related matters and/or emergency purposes. Use of DISTRICT telephones by the CITY for long distance or personal calls will not be permitted.

11. HOURS OF OPERATION:

DISTRICT shall have the right to the exclusive use of the Facilities during all "regular school days" including athletic practice and games as hereinafter defined. In addition, DISTRICT activities which customarily occur after "regular school days" (i.e. "Back to School Night", dances, athletic activities) shall have priority for use of the Facilities. CITY shall have the right to use the Facilities to serve the general public one (1) hour after the end of "regular school days" and on Saturdays, Sundays, school holidays and during school vacation periods as follows:

- A. Monday to Friday from 4:30 p.m. until 10:00 p.m.
- B. Saturdays and Sundays from 8:00 a.m. until 10:00 p.m.
- C. School vacation periods and holidays;
Monday through Friday from 8:00 a.m. until 10:00 p.m.

For the period of time shown above in Sections A through C, CITY will cooperate with the Washington Irving Middle School Principal, his/her designee's or the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office to alter CITY'S hours to meet Washington Irving Middle School's needs for external youth services programs and for athletic activities and practices for which the Middle School has no other adequate alternative facility and which cannot be reasonably accommodated during regular school hours. Further, CITY acknowledges that the DISTRICT receives and fulfills requests for use of the Facilities pursuant to the Civic Center Act (§38130-et seq. of the Education Code) from time to time. The Principal of Washington Irving Middle School and the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office may make a request for approval to alter the CITY'S hours stated above, upon no less than seven (7) days advance notice to the CITY, which approval shall not be unreasonably withheld.

In the event the CITY shall need use of the Facilities outside the designated hours, the CITY must submit a request at least seven (7) days in advance of the event to the DISTRICT's Real Estate and Asset Management Branch, Civic Center Program Office. If no school activities are anticipated for the requested date, approval for use shall not be unreasonably withheld.

Where a conflict exists between a DISTRICT program customarily offered at the school and a program proposed by the CITY, the DISTRICT program shall have priority.

12. INDEMNIFICATION:

DISTRICT agrees to save and hold CITY harmless from any and all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Facilities during the hours DISTRICT has the exclusive use of the Facilities.

Conversely, CITY agrees to save and hold DISTRICT harmless from any and all claims or liability for personal injury, death or property damage arising out of or in connection with the operation of the Facilities during the hours the CITY has exclusive use of the Facilities.

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Exh. 61 12 p 5

Pursuant to Government Code Sec. 895.4, each party hereto indemnifies and holds harmless the other party, its officers, agents and employees for any liability imposed by law upon such other party which results from, or is caused by, any negligent or wrongful act or omission occurring in the performance of this Agreement by the indemnifying party or its officers, agents or employees.

In the event that third-party loss is attributable to the negligence or wrongful act or omission of both parties, the ultimate financial responsibility of each party shall be proportionate to its percentage of fault as determined by mutual agreement between the parties or by a court of competent jurisdiction. The provisions of California Civil Code 2778 regarding interpretation of indemnity agreements are made a part hereof as if fully set forth herein.

13. DAMAGE AND DESTRUCTION:

If through no fault of the parties hereto all or any portion of the Facilities shall be so damaged by earthquake, fire, casualty or other cause of happening as to be substantially destroyed and rendered untenable, or if any authority having jurisdiction shall order the demolition or removal of the Facilities herein, then this Agreement shall terminate.

If through no fault of the parties hereto all or any portion of the Facilities shall be partially destroyed by fire, casualty, or other cause or happening, or be declared unsafe by an authority having jurisdiction, neither party hereto shall have the obligation to restore said Facilities or put it in proper condition for use and occupancy; provided, however, that should said Facilities not be restored and made safe or a decision is not made to restore within one year from the date of said partial destruction or declaration of unsafe condition thereof; then in that event, either party hereto may, at its option and upon thirty (30) calendar days notice thereof being given to the other in writing, terminate this Agreement.

14. RECORDS ACCESS:

The parties hereto agree to provide access to records of either party pertaining to the use or maintenance of the Facilities.

15. NOTICES:

Any party delivering notice or requesting information from the other shall send such notice or request as indicated below:

DISTRICT: Real Estate and Asset Management Branch
Los Angeles Unified School District
355 South Grand Avenue, Floor 5
Los Angeles, California 90071
Tel: (213) 633-7581, Fax: (213) 633-7546
Attn: Michael DeLuca, Deputy Director

CITY: General Manager, Department of Recreation and Parks
City of Los Angeles
200 North Main Street, Room 1330, City Hall
Los Angeles, California 90012
Attn: Real Estate and Asset Management Division
Tel: (213) 485-5111, Fax: (213) 617-0439

5-61-190
Exhibit 12
p 6

16. ATTORNEYS FEES:

In the event either party brings an action or claim for breach of this Agreement against the other party in a court, the prevailing party as determined by such court shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred in the pursuit or defense of such claim, as the case may be.

17. COUNTERPARTS:

This Agreement may be executed in any number of counter parts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature (s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

18. AMENDMENTS:

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the DISTRICT and CITY.

19. ASSIGNMENT AND SUBLEASE:

This Agreement is not assignable by either party. Neither DISTRICT nor CITY shall without written consent of the other party, sublicense or sublease any portion of the Facilities. Any attempted sublease or sublicense without the consent of the other party shall render this Agreement null and void. Each of the provisions, agreement terms, covenants and conditions herein that are to be performed by either party shall be binding upon any transferee thereof.

20. SEVERABILITY:

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. WARRANTIES:

A. DISTRICT'S Warranties: As an inducement to the CITY to enter into this Agreement, the DISTRICT represents, warrants and covenants as follows:

- (1) that it is a regularly organized and existing school district under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a school district, to enter into this Agreement, and to consummate the transaction herein contemplated;
- (3) that all actions to be taken by or on behalf of the DISTRICT to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and
- (4) that this Agreement is a valid and binding obligation of the DISTRICT, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws,

or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

B. CITY'S Warranties: As an inducement to the DISTRICT to enter into this Agreement, the CITY represents, warrants and covenants as follows:

- (1) that it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;
- (2) that it has the power and authority to carry on its function as a city, to enter into this Agreement, and to consummate the transaction herein contemplated;
- (3) that all actions to be taken by or on behalf of the CITY to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and
- (4) that this Agreement is a valid and binding obligation of the CITY, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

COASTAL COMMISSION

5-01-196

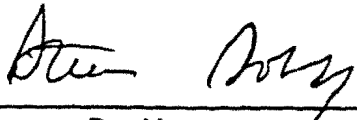
EXHIBIT # 12

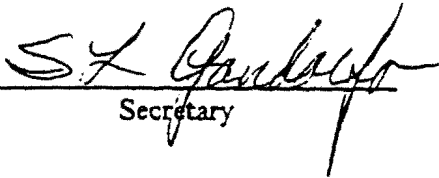
PAGE 8 OF 10

another school


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth above.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By 
President

By 
Secretary

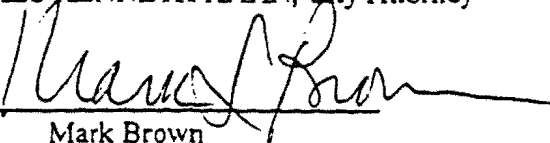
LOS ANGELES UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By the Board of Education of the City of Los Angeles

By 
BOB NICCUM
Director of Real Estate and Asset Management

APPROVED AS TO FORM AND LEGALITY

Dated 6-4, 1998

JAMES KENNETH HAHN, City Attorney

By 
Mark Brown
Assistant City Attorney

C.WASH-IRV.AGM
Revised 5/27/98 - CM

5-01-190
Exh. b + 12
p 9

WASHINGTON IRVING JUNIOR HIGH SCHOOL SITE

REV. 11-2-91 MT.
CHECKED SEPT. 29, 1960 sl

CITY OF LOS ANGELES
C.A.M.B. 5458
D.M. 153-B-213
C.W.S. 41
ZONE R3-1, CH-1
SCALE: 1"=150'

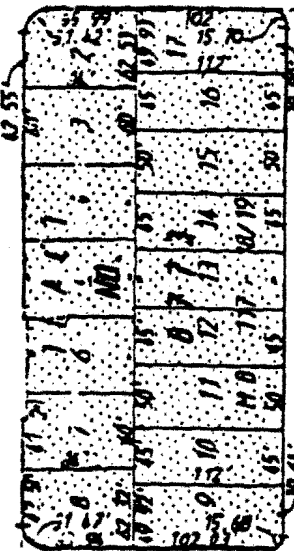


FLETCHER DRIVE SCHOOL SITE

DRIVE

AVENUE

ESTARA



BROSWELL STREET

TRACT NO.

11428

Par Lot 1

COASTAL COMMIS.

5001-190

EXHIBIT # 12

PAGE 10 OF 10

MOSS AVE.

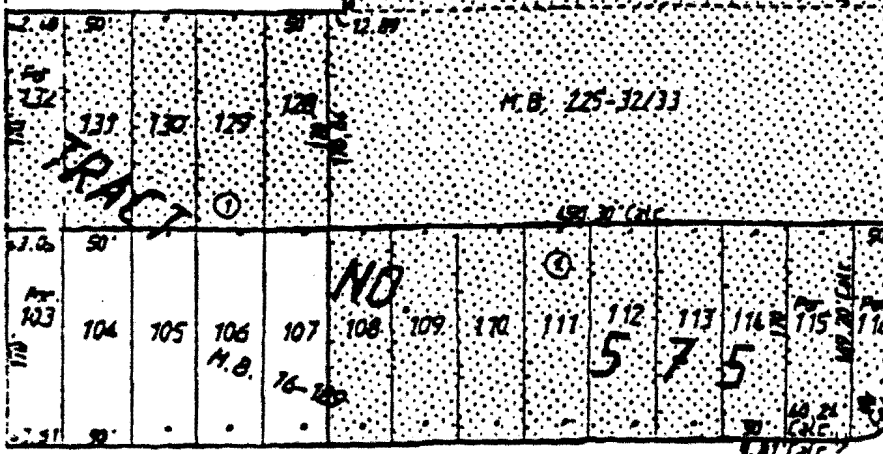
AVE. 33

MARGUERITE

FREEWAY

FLETCHER

AVE. 32



AVENUE

32

GLENDALE

① EASEMENT TO OIL & METALS BANK & TRUST CO. OVER NEAR OF LOTS FOR POLE LINE.

RECORDED AT THE REQUEST OF
THE CITY OF LOS ANGELES

COPY of Document Recorded
81- 631479
Has not been compared with original.
Original will be returned when
processing has been completed. **C**
LOS ANGELES COUNTY REGISTRAR-RECORDER

PLEASE DELIVER TO:
CITY CLERK MAIL BOX

(Space Above for Recorder's Use) 91870
R/W 28000-788(C)

OFFER OF DEDICATION

WHEREAS, Coastal Permit No. A-381-72, as amended (the "Permit") was issued by the California Coastal Commission (the "Commission") to the undersigned PALISADES RESOURCES, INC., a California corporation ("Palisades") on December 22, 1980 whereunder, subject to compliance with the terms and provisions of the Permit, Palisades was permitted to develop certain real property located in Los Angeles County, California; and

WHEREAS, in compliance with certain conditions of the Permit, Palisades has executed and recorded that certain Offer of Dedication Agreement dated as of December 11, 1980 recorded January 5, 1981 as Document No. 81-3844, Official Records, Los Angeles County, California (the "Offer") whereunder subject to the terms and provisions of the Offer, Palisades has offered to dedicate to a public agency designated by the Commission certain real property located in Los Angeles County, California more particularly described in Exhibit B attached thereto, reference being made to the Offer for further particulars; and

WHEREAS, those certain parcels of real property designated as Parcels A and B more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Dedication Property") were among the parcels of real property included in Exhibit 2 of the Offer so required to be dedicated by Palisades; and

WHEREAS, Ordinance No. 155,203 (the "Ordinance") adopted May 7, 1981, by the City Council of the City of Los Angeles, California (the "City") provided, among other things, that in connection with approval by the City of the subdivision of certain lands owned by Palisades, Palisades would be required to offer to dedicate the Dedication Property, or any portion thereof, to the City with respect to which the Offer may be revoked, expire or rejected by the State of California; and

WHEREAS, Palisades is willing to offer to dedicate the Dedication Property to the City in compliance with the terms and provisions of the Ordinance subject, however, to the provisions of the Offer;

COASTAL COMMISSION

5-01-190.

EXHIBIT # 13

PAGE 1 OF 3

OF, ROLETON,
IN & MEHITRICK
LAW CORPORATION

NOW, THEREFORE, in compliance with the conditions of the approval of said subdivision of Palisades' lands by the City and conditions imposed by the Permit, Palisades hereby irrevocably offers to dedicate pursuant to California Government Code Section 7050 to the City all or any portion of the Dedication Property with respect to which the Offer may be revoked, may expire or may be rejected by the State of California; provided, however, that this Offer of Dedication is subject to each of the terms and provisions hereinafter set forth.

1. The obligations of Palisades hereunder are subject to each of the obligations of Palisades created by the Offer.

2. This Offer of Dedication may not be accepted by City as to any parcel or portion thereof until such time as the offer of the parcel or portion thereof is rejected by the State. At such time as the State, or its designated department or agency, shall take title to the parcel or portion thereof, the power of City to accept the Offer of Dedication is terminated, unless and until the parcel, for any reason whatsoever, shall cease to be owned by the State or the designated agency or department or, if transferred, shall cease to be restricted to public park or open space use.

3. This Offer of Dedication and acceptance thereof by City of all or any portion of the Dedication Property shall convey title thereto in the condition prescribed in the Offer of Dedication and the acceptance of this Offer of Dedication shall contain, among other provisions, the following provisions:

"This acceptance is made and the real property herein described acquired for the purpose that such real property be used either for public park purposes or for open purposes whatsoever and by acceptance it is agreed that the real property shall be held and used only for such purposes. This restriction is a covenant running with the land hereby accepted."

4. Palisades reserves the right to adjust the boundaries of the Dedication Property described herein to include such additional real property as may be located between such Dedication Property and any real property to be developed by Palisades and located more or less contiguous thereto; provided, however, that in no event shall any portion of the Dedication Property described in any Dedication Deed be reduced to an area of lesser size than the applicable portion of the Dedication Property described in Exhibit A hereto. City consents, without further notice to it, to Palisades recording a document modifying the descriptions of the parcels described in Exhibit A to effectuate the intent of this paragraph.

5. All of the provisions of this Offer of Dedication shall be binding upon and effective against any owner whose title is derived through foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

6. All of the covenants contained herein shall be construed in a fair manner, and neither for nor against Palisades. If any one or more provisions or any portion hereof shall be held to be invalid, or for any reason become unenforceable, no other provisions of this Offer of Dedication shall thereby be affected or impaired.

IN WITNESS WHEREOF, this Offer has been executed as of this 22nd day of June, 1981, at Long Beach California.

PALISADES RESOURCES, INC. a California corporation

By Charles A. Venerton

Its: Vice President

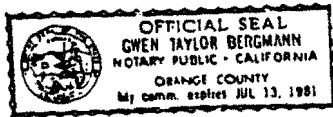
By Rex A. McKittrick

Its: Assistant Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JUNE 22, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES A. VENERTON, known to me to be the Vice President, and REX A. MCKITTRICK, known to me to be the Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Gwen Taylor Bergmann
Notary Public in and for said County and State

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to The City of Los Angeles, a municipal corporation, is hereby accepted under the authority of the Board of Recreation and Park Commissioners of the City of Los Angeles, pursuant to Resolution No. 4361, dated May 23, 1968, and the grantee consents to the recordation thereof by its duly authorized officer.

Date June 23 1981
John A. ...
Secretary

BOARD OF RECREATION AND PARK COMMISSIONERS

COASTAL COMMISSION

5.01.190

EXHIBIT # 13

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AGREEMENT

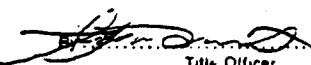
WHEREAS, the undersigned PALISADES RESOURCES, INC., a California corporation ("Palisades") is the owner of that certain real property located in the County of Los Angeles, State of California, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Permit Area"); and

WHEREAS, Palisades is the owner of that certain real property located in the County of Los Angeles, State of California, designated as Parcels A and B upon Exhibit B attached hereto and by this reference made a part hereof (the "Dedication Area"); and

WHEREAS, both the Permit Area and the Dedication Area are located within the coastal zone as defined in Section 30103 of the California Public Resources Code (which code is hereinafter referred to as the "Public Resources Code"); and

WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") creates the California Coastal Commission (hereinafter referred to as the "Commission") and the South Coast Regional Commission (hereinafter "Regional Commission") and requires that any development approved by the Commission or Regional Commission must be consistent with the policies of the Act set forth in Chapter 3 of Division 20 of the Public Resources Code; and

WHEREAS, pursuant to the Act, Palisades, together with Headland Properties, Inc., a California corporation, (hereinafter collectively referred to as "Permittees") applied to the Commission or Regional Commission for a

| | |
|--|---------|
| I hereby certify this document to be a true and correct copy | |
| of that which recorded on..... | 1-5-81 |
| Instrument No..... | 81-3844 |
|  Title Officer | |

COASTAL COMMISSION

5-01-90

EXHIBIT # 14

PAGE 1 OF 12

Permit Areas within the coastal zone of Los Angeles County;

WHEREAS, such permit was approved by the Commission as Permit No. 381-78 on July 17, 1979 and as amended May 21, 1980, June 18, 1980 and July 22, 1980 (hereinafter referred to as the "Permit") and was issued on December 22, 1980 (hereinafter referred to as the "Permit Date"); and

WHEREAS, in its decision on the Permit, the Commission found that the development proposed by the Permittees would cause adverse cumulative impacts on both coastal resources and public access to the coast within the Los Angeles County coastal zone, and that such development could not be permitted consistent with the policies of the Act without offsetting dedication of the Dedication Area in order to prevent residential development, conserve the natural resources and provide area for public recreation on the lands within the Dedication Area so as to mitigate the adverse cumulative effects of the proposed development; and

WHEREAS, in its decision on the Permit the Commission acting on behalf of the People of the State of California and pursuant to the Act, granted the Permit to the Permittees upon condition (hereinafter the "Condition") requiring, among other things that Palisades offer to dedicate the Dedication Area to a governmental agency for park and open space uses so as to preserve the open space and scenic values present in the Dedication Area and so as to prevent the adverse cumulative effects on coastal resources and public access to the coast which would occur if the Dedication Area were developed as building sites for residential use; and

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COASTAL COMMISSION

501 190

EXHIBIT # 17

PAGE 2 OF 12

the Permit because a finding must be made under Public Resources Code Section 30604 (a) that the proposed development is in conformity with the provisions of Chapter 3 of the Act and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Palisades has elected to comply with the Condition and execute this Offer of Dedication Agreement (this "Agreement") so as to enable Permittees to undertake the development authorized by the Permit; and

WHEREAS, on July 22, 1980 the Commission amended that certain Categorical Exclusion E-79-8 initially adopted October 17, 1979 ("Categorical Exclusion") so as to remove, in substance and in effect, the Permit Area and the Dedication Area from further Coastal Commission permit requirements subject to the terms and conditions set forth in the Categorical Exclusion; and

WHEREAS, it is intended that this Offer shall constitute enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution and that said restrictions shall thereby qualify as enforceable restrictions under the provisions of the California Revenue and Taxation Code, Section 402.1:

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth herein and substantial public benefits for the protection of coastal resources to be derived therefrom, the preservation of the Dedication Area in open space uses and the advantages that accrue to Permittees as a consequence of their ability to undertake the development authorized by the Commission in the Permit, without the necessity of

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COASTAL COMMISSION
5.01.1980
EXHIBIT # 14
PAGE 3 OF 12

fined in the Act), as contemplated by the grant of the Permit and the Categorical Exclusion, as well as the beneficial effect on the method of determining the assessed value of the Dedication Area including any reduction thereof due to the imposition of limitations on its use as set forth in this Agreement, Palisades hereby agrees as follows:

1. Subject to the provisions hereinafter set forth, Palisades hereby irrevocably offers, for a period of seven (7) years, to dedicate and convey Parcels A and B to Grantee (as such term is hereafter defined).

(a) Palisades shall have no obligation to dedicate or convey the Dedication Area to the Grantee unless and until the Dedication Date (as defined in Paragraph 2 below) may occur.

(b) If, without the written consent of Headlands, the Permit and the Categorical Exclusion, or either of them, may be revoked or may be modified by the Commission with respect to all or any portion of the Permit Area or the Dedication Area so as to impose additional obligations upon Palisades, this Agreement shall expire and shall have no further force or effect. The recordation by Palisades, sixty (60) days after written notice to the Commission of such event, of an instrument containing a true and accurate copy of any such revocation or modification of the Permit and of the Categorical Exclusion, or either of them, together with a description of the Dedication Area, shall constitute conclusive evidence of such revocation or modification and shall effect the expiration of this Agreement as of the date of such recordation insofar as this Agreement then affects the Dedication Area or that portion thereof described in such recorded instrument. The termination of the Categorical Exclusion as contemplated by the provisions of the

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COASTAL COMMISSION

5-01-196

EXHIBIT # 14

PAGE 4 OF 12

13249(b) upon certification by the Commission of a local coastal program and delegation of development review authority, shall not cause this Agreement to expire unless such local coastal program imposes additional obligations upon Headland with respect to the Permit Area and the Dedication Area, or either of them. The provisions of this Paragraph 1(b) shall not apply to any portion of the Dedication Area as to which the Dedication Date has occurred.

(c) If within seven (7) years after the Permit Date the Dedication Date has not occurred (the "Termination Date"), then this Agreement shall expire automatically on the Termination Date as to the entire Dedication Area.

2. Concurrently with the recordation of a Final Map of the Permit Area (the "Dedication Date"), Palisades shall become obligated to dedicate and convey to Grantee a full fee interest in and to the entire Dedication Area. Upon the Dedication Date the obligation of Palisades to dedicate and convey the Dedication Area pursuant to the provisions of this Paragraph 2 shall be irrevocable and shall continue in full force and effect for twenty-one (21) years.

3. The instrument providing for dedication by Palisades to Grantee (the "Dedication Deed") of the Dedication Area shall contain, among other provisions, the following terms and provisions:

"The above grant is made and the real property herein described given for the purpose and on the condition that said real property be used either for public park purposes or for open space purposes, and for no other purpose or purposes whatsoever and if said real property

COASTAL COMMISSION

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EXHIBIT # 14

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purposes whatsoever then, in that event, said real property hereby conveyed shall immediately and automatically revert unto grantor, its successors and assigns, upon entry by Grantor, its successors and assigns. It is the intent of Grantor to convey to Grantee a fee simple estate subject to a condition subject to a right of re-entry."

4. The Dedication Deed shall convey the Dedication Area free and clear of all liens, claims and encumbrances except the lien of taxes not then due and payable as well as the exceptions hereinafter permitted by the provisions of this Paragraph 4. In addition, subject to obtaining the prior written consent of the Executive Director, Palisades reserves the right to grant, prior to the applicable Dedication Date, any easements, right-of-way and other rights in, over, under, across and through any portion of the Dedication Area theretofore granted, transferred, conveyed or otherwise disposed of by Palisades, its successors and assigns, for utility, storm drain, slope, roadway or other purposes related to satisfaction of conditions to approval by governmental agencies of tentative or final subdivision maps, parcel maps or building permits covering any portion of the Permit Area (collectively, the "Development Easements"). Palisades shall not grant any Development Easement unless and until Palisades shall have obtained the prior written consent of the Executive Director with respect thereto which consent shall be granted or withheld on the basis of whether or not such Development Easement would materially and adversely affect use of any of the Dedication Area for park or open space uses.

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COASTAL COMMISSION

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EXHIBIT # 14

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to dedication of the Dedication Area or the termination of this Agreement in accordance with its terms, whichever first occurs. Palisades shall keep and maintain the Dedication Area as open space and shall not construct or install any improvements thereon. Notwithstanding the foregoing, subject to the review and written approval of the Executive Director of the Commission, Palisades may (a) perform minor grading of the Dedication Area so as to recontour previously graded portions thereof; (b) construct pathways, either paved or unpaved, and other improvements incidental to low intensity recreational land uses; (c) construct minor facilities to provide public or utility services which do not require significant grading in the event that alternative locations are not feasible, and (d) construct or install such other improvements as are contemplated by the grant of Development Easements approved by the Executive Director.

7. Concurrently with the recordation of a Final Map of any portion of the Permit Area Palisades shall execute an instrument in form and substance as set forth in Exhibit 3 attached hereto restricting and affecting the Permit Area covered by such Final Map as well as the Dedication Area required to be dedicated concurrently with the recordation of such Final Map. Such instrument shall be free of prior liens and encumbrances except tax liens and shall be binding upon Palisades, its successors and assigns.

8. Palisades reserves the right to adjust the boundaries of the Dedication Area to include such additional real property as may be located between the Dedication Area and the Permit Area more or less contiguous thereto; provided, however, that in no event shall the Dedication Area be reduced to an area of lesser size than the Dedication Area described in Exhibit 2 hereto.

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COASTAL COMMISSION

5.01-190

EXHIBIT # 14

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shall refer to any of the following governmental agencies: the California Department of Parks and Recreation; the National Park Service of the United States Government; or to any other agency, department or subdivision of the United States Government or of the State of California legally capable of holding title to public land restricted to open space or public park uses and designated by the Coastal Commission by written notice to Palisades.

10. All of the provisions of this Offer of Dedication shall be binding upon and effective against any owner whose title is derived through foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

11. All of the covenants contained herein shall be construed in a fair manner, and neither for nor against Palisades. If any one or more provisions or any portion hereof shall be held to be invalid, or for any reason become unenforceable, no other provisions of this Offer of Dedication shall thereby be affected or impaired.

12. Palisades agrees that, either in response to or in undertaking any civil action to enforce or to challenge the provisions of this Offer of Dedication, if equitable remedies in addition to any monetary penalties are sought by the Commission, its successor or the Attorney General of the State of California, a finding of fact by the Court in which such civil action is pending that the covenants or restrictions have not been implemented as provided herein shall conclusively demonstrate irreparable damage to the public interest.

COASTAL COMMISSION

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EXHIBIT # 14

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be binding upon and shall benefit Palisades, its successors and assigns and shall constitute covenants running with the land enforceable against Palisades, and each of its successors in interest with respect to the Permit Area and the Dedication Area, and each of them. The terms and provisions of this Agreement shall benefit the State of California and shall be enforceable by any agency thereof.

IN WITNESS WHEREOF, this Agreement has been executed as of this 17th day of December, 1980, at NEWPORT BEACH, ~~Los Angeles~~, California.

Approved as to form and substance this 17 day of December, 1980 CALIFORNIA COASTAL COMMISSION

By Michael L. Fischer
Executive Director

PALISADES RESOURCES, INC.
a California corporation

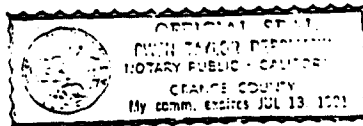
By Charles A. Velvert
Vice President

By Tex A. McKittrick
Assistant Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)
~~LOS ANGELES~~

On DECEMBER 11, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES A. VELVERT known to me to be the Vice President, and TEX A. MCKITTRICK, known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Susan Taylor Bergman
Notary Public in and for
said County and State

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COASTAL COMMISSION

5.01.190

EXHIBIT # 14

PAGE 9 OF 12

PALISADES' HIGHLANDS
GATEWAY PLOT PLAN
EXHIBIT B-2

COASTAL COMMISSION

5.01.190

EXHIBIT # 14

PAGE 10 OF 12

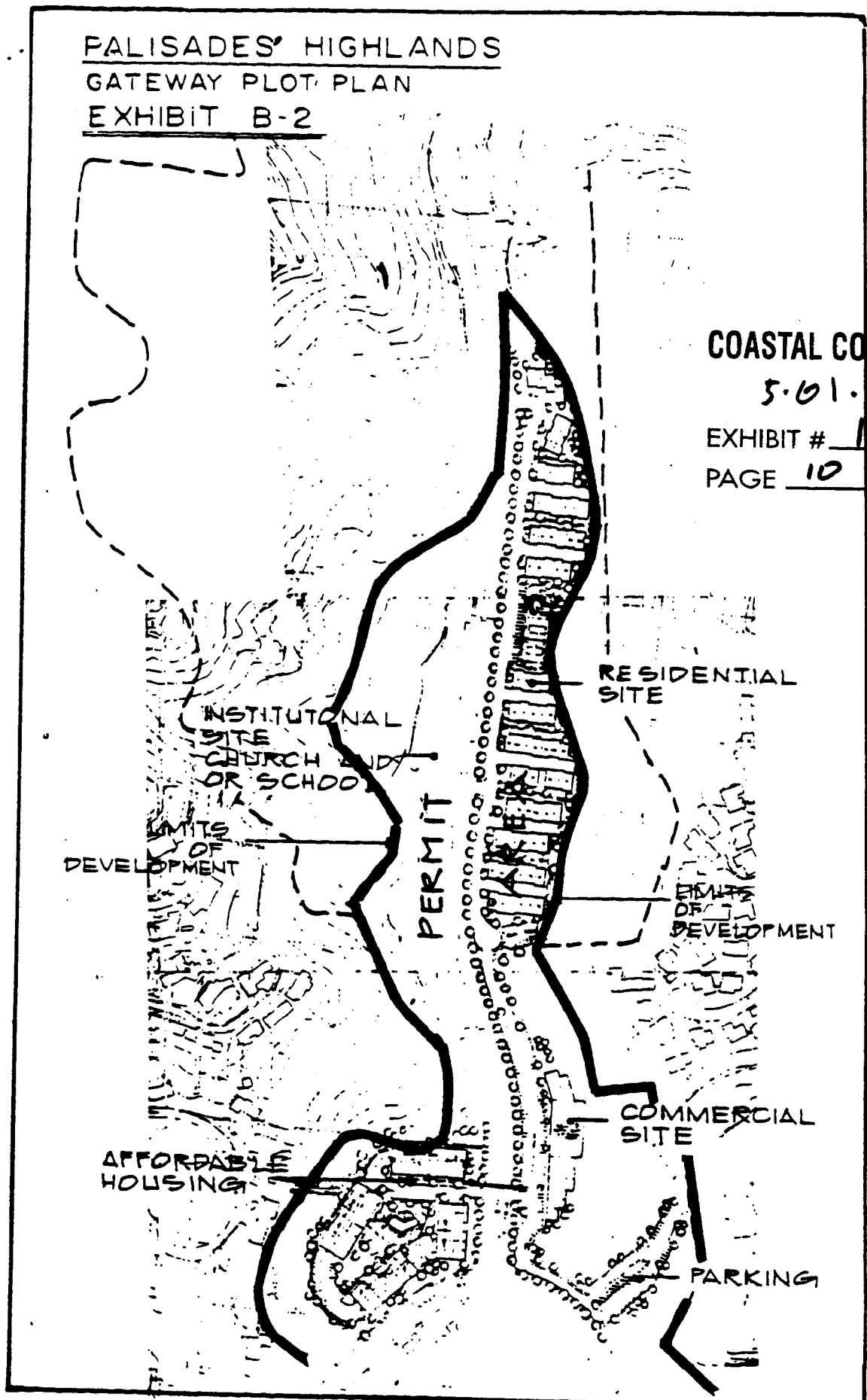
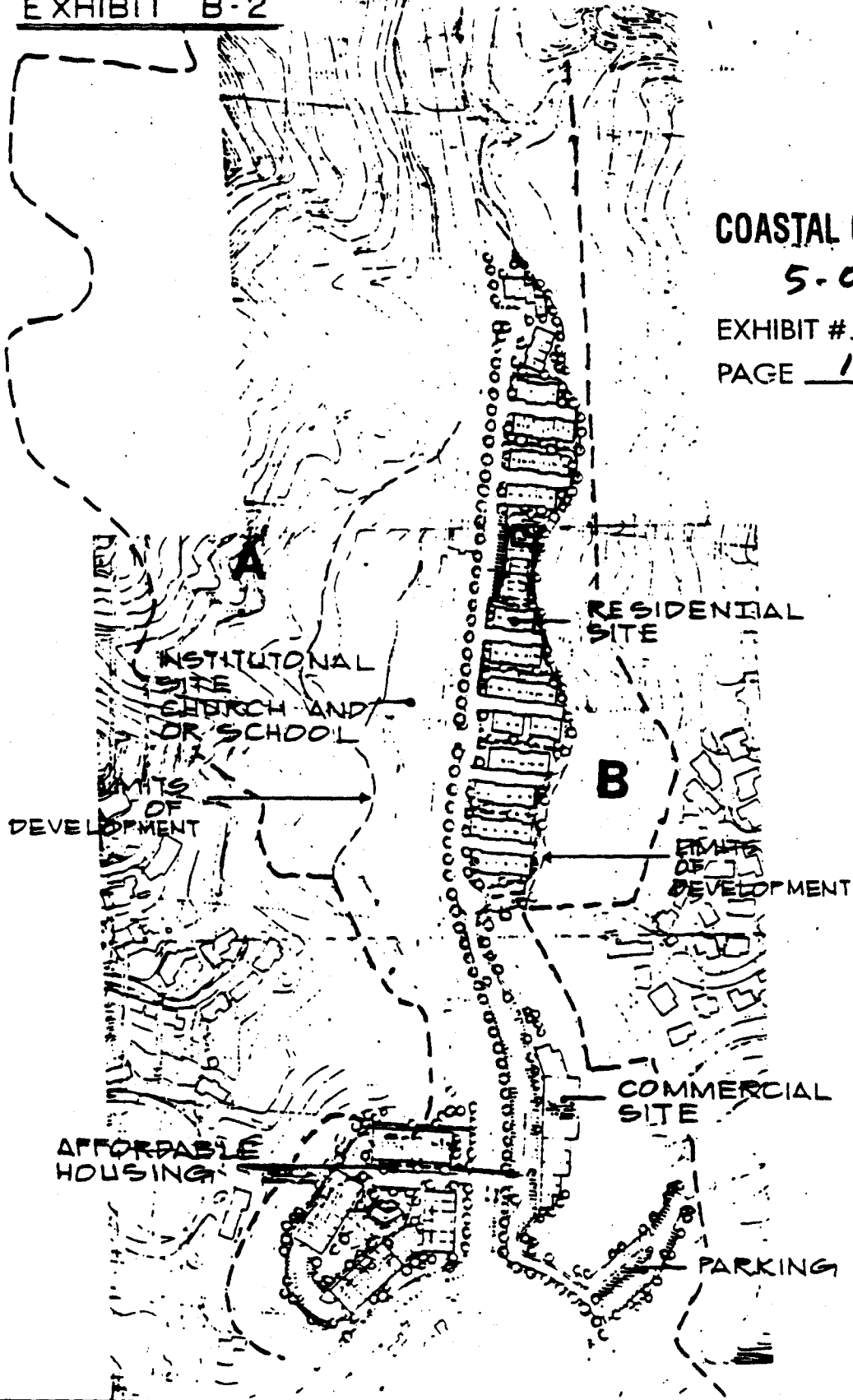


EXHIBIT "A"
OFFER OF DEDICATION AGREEMENT PERMIT AREA

PALISADES HIGHLANDS
GATEWAY PLOT PLAN
EXHIBIT B-2



COASTAL COMMISSION

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EXHIBIT # 14

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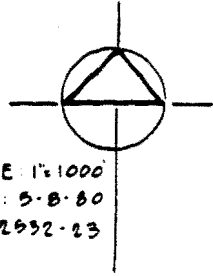
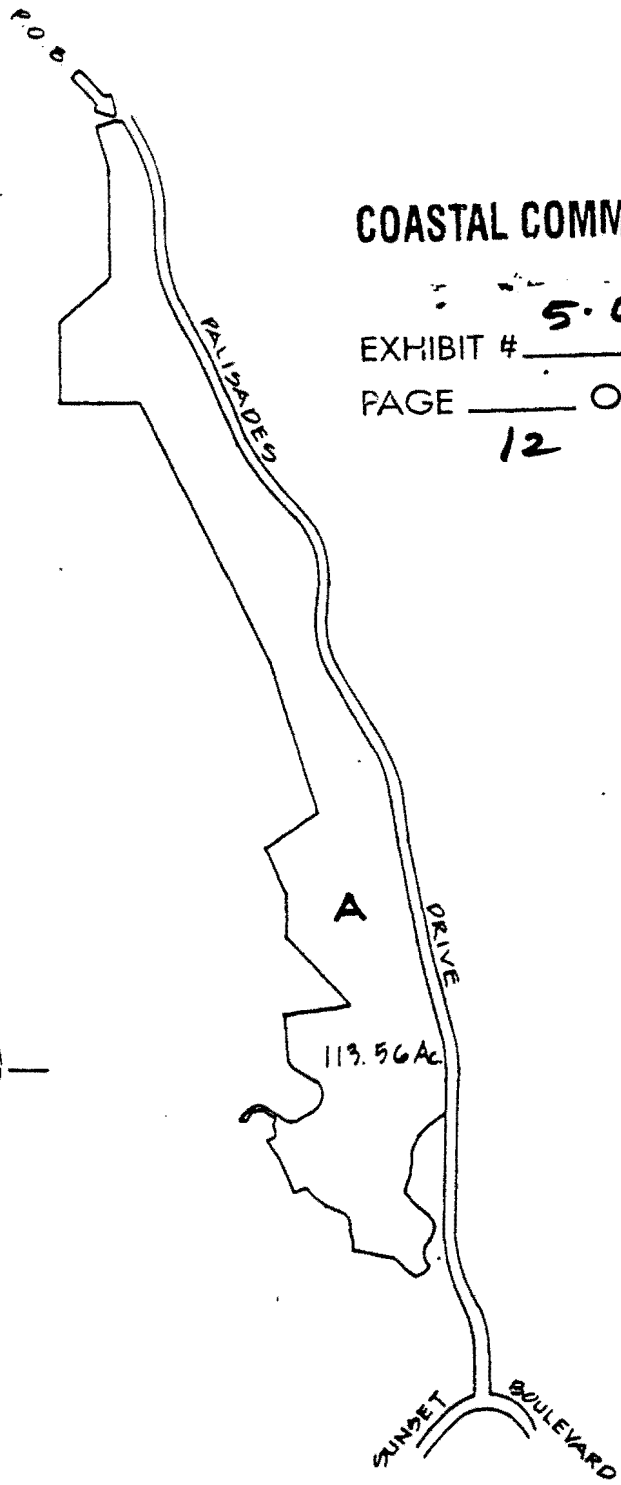
EXHIBIT "B"

DEDICATION AREA

OFFER OF DEDICATION Palisades

COASTAL COMMISSION

EXHIBIT # 5-01-190
14
PAGE 12 OF 12



SCALE: 1"=1000'
DATE: 5-8-80
W.O. 2632-83

PLAT TO ACCOMPANY LEGAL DESCRIPTION

"A"

- OFFER OF DEDICATION AGREEMENT
Palisades Resources, Inc.

Oct. 21, 1998 9:26AM REC&PARKS/DSN&CONST

REPORT OF GENERAL MANAGER

NO. 204-89

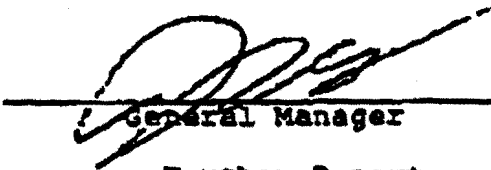
DATE April 10, 1989

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: Santa Ynez Canyon Park Addition:
Acceptance of Grant Deed for 108.46
Acres of Additional Open Space Along
Palisades Drive

*JB GWR
SNJ DG
SEK JT
JR



General Manager

Approved X Disapproved Further Report

RECOMMENDATION:

That the Board:

1. Accept the Grant Deed for the conveyance of 108.46 acres of additional open space property from Headland Properties Associates along Palisades Drive adjacent to our Santa Ynez Canyon Park; and,
2. Direct the Board Secretary to transmit the Grant Deed to the Department of Public Works, Title Officer, for recordation, and to transmit a copy of the recorded deed to Headland Properties Associates.

SUMMARY:

In conjunction with their development of the Palisades Highlands located northerly of Sunset Boulevard off of Palisades Drive, the Headland Properties Associates have offered to convey via Grant Deed a 108.46 acre parcel of open space to our Department. The subject property is located southerly of and directly adjacent to our Santa Ynez Canyon Park as shown on the attached exhibit.

Headland Properties originally deeded 48.46 acres of Santa Ynez Canyon Park to the Department in 1972. They deeded an additional 25.17 acres to the Park in 1981 bringing the total to 73.63 acres. The above properties were offered to fulfill their Quimby requirements.

COASTAL COMMISSION
5 61 190

EXHIBIT # 15

PAGE 1 OF 4

REPORT OF GENERAL MANAGER

PG. 2

NO. 204-89

Due to a reduction in residential density imposed by the California Coastal Commission, 108.46 acres of open space was offered to the Department by Headland Properties.

On May 7, 1981, the City Council adopted Ordinance No. 155,203 authorizing the Department of Recreation and Parks to receive and record grant deeds for several parcels of property including the subject 108.46 acres. These additional dedications will be completed on an incremental basis as various tracts within Headland Properties Associates holdings are recorded.

It is anticipated that the Department will receive an additional +292 acres of open space as these additional tracts are recorded. Including the previously dedicated 73.63 acres, plus the subject 108.46 acre dedication, and the estimated future dedication of 292 acres, the Santa Ynez Canyon Park will be comprised of a total of approximately 475 acres.

Headland Properties has previously dedicated 95.48 acres to the State Department of Parks and Recreation as an addition to Topanga State Park with an additional estimated 536 acres to be dedicated in the near future.

The 108.46 acres plus the future dedication of +292 acres will be designated as open space and used for picnicking and hiking into the adjacent Topanga State Park.] ✓

The Assistant General Manager, Pacific Region, and Councilman Braude of the District endorses the acceptance of this property by the Board.

COASTAL COMMISSION

5-01-190

EXHIBIT # 15

PAGE 2 OF 4

An Ordinance authorizing acceptance of dedication or conveyance of real property for park and recreational purposes to serve future inhabitants of proposed subdivisions and providing that the land so dedicated may be credited against dedications or fees required for said proposed subdivisions, and consenting to the relinquishment of an agreement right to obtain a dedication of certain other real properties for park and recreational purposes.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Headland Properties, Incorporated and Palisades Resources Incorporated have filed tentative tract maps and preliminary Parcel maps and will file additional tentative tract maps and preliminary parcel maps and will file final subdivision maps and parcel maps for the subdivision of certain lands located in the Pacific Palisades area of the City of Los Angeles. Said lands proposed for subdivision are shown on the map attached to Council File No. 73-2040 S which number appears at the end of this ordinance, and which map is identified as "Master Plan, Palisades Highlands" and is dated February 4, 1981. The said lands proposed subdivision are outlined in red on said map and are also identified by the following numbers:

- Tract No. 41661, P.M. 14109, P.M. 14108
- Tract No. 41662, P.M. 3947 Tract No.
- 41709, Tract No. 41710, Tract No. 31935,
- Tract No. 32184, and unnumbered "P.M."

City LA - 1 - Ordinance

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Exhibit 16
P1

1 lying between Tract No. 41710 and 31934,

2 Tract 34923, and Tract No. 31070.

3 Sec. 2. As a condition of said subdivisions, Headland
4 Properties must dedicate or convey to the City of Los Angeles 25
5 acres of real property for park and recreational purposes, which
6 25 acres are identified on said map as "to be dedicated to L.A.
7 City Park." It must also dedicate or convey to the State of
8 California 95.4 acres of real property, which real property is
9 identified on said map as "to be dedicated to State of California,"
10 and an additional approximately 857 acres identified on the map
11 with the letters "A," "B," "D," "E," and "G." The 25 acres of
12 land to be dedicated or conveyed to the City of Los Angeles will
13 satisfy all requirements of California Government Code Section
14 66477 and Los Angeles Municipal Code Section 17.12 (known as
15 "Quimby" statute and ordinance) for dedication of land for park
16 and recreational purposes as a condition of subdivision of the
17 lands proposed for subdivision. Pursuant to Los Angeles Municipal
18 Section 17.12-F-2, it is intended that the dedication or conveyance
19 of said 25 acre parcel as a condition of the first subdivision of
20 any of the lands proposed for subdivision shall also satisfy the
21 park and recreational dedication requirement for all of the lands
22 proposed for subdivision. It is, however, the desire of the City
23 that should the dedications or conveyances to the State of
24 California not be made, revoked, terminated, or rejected, then the
25 City shall have the opportunity to obtain all of the parcels or any
26 portions thereof which were "to be dedicated to the State of
27 California" or which are identified with the letters "A," "B," "D,"
28 "E," and "G" as City-owned recreation and park or open space land,

1 should it choose to obtain same.

2 Sec. 3. The Council of the City of Los Angeles hereby
3 finds and determines that the public interest and convenience
4 requires the dedication or conveyance of the said 25 acre parcel
5 of real property to the City of Los Angeles for park and recreational
6 purposes; and pursuant to Section 17.12-F-2 of the Los Angeles
7 Municipal Code the Council authorizes the acceptance of said land
8 as a credit for the dedication requirement for all of the parcels
9 proposed for subdivision, as identified above, or any resubdivision
10 or subsidiary subdivision thereof; and if the City of Los Angeles
11 receives clear title to said 25 acre parcel of land for park and
12 recreational purposes as a condition of the first subdivision,
13 no further dedication of lands or payment of fees in lieu thereof
14 shall be required as a condition of subdivision of any of the
15 other parcels identified on said map as proposed for subdivision.
16 Provided, that this acceptance is authorized only if concurrently
17 with the conveyance or offer of dedication of the 25-acre parcel,
18 an offer is made to the City of Los Angeles for recreation and park
19 and/or open space purposes describing all of the land identified
20 as "A," "B," "C," "D," "E," and "G" on said map, said offer to be
21 irrevocable, but said offer shall provide that it may be accepted
22 only as to such portions of the land for which the conveyance or
23 offer of dedication to the State of California is revoked, expired,
24 or rejected by the State of California.

25 Sec. 4. The Council of the City of Los Angeles further
26 approves of the release of a promise made by Headland Properties
27 Incorporated in April, 1969 to donate approximately 150 acres of
28 land to the Department of Recreation and Parks, "accepted" by

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the Board of Recreation and Park Commissioners on September, 1969,
as the conveyances to the City and State mentioned above all satisfy
the objectives of said promise.

Sec. 5. The Department of Recreation and Parks and/or
the City Engineer are authorized to receive and record a grant
deed or deeds to the real property identified as "to be dedicated
for L.A. City Park" conveying same to the City of Los Angeles
for park or recreational purposes and to receive and record offers
of dedication of the land which is "to be dedicated to the State
of California" and also which is identified with the letters "A,"
"B," "D," "E," and "G," which offers of dedication shall be
conditioned as described above.

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Sec. 6 The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles. at its meeting of NOV 7 - 1981

REX E. LAYTON, City Clerk,

By Edward S. Richardson
Deputy.

Approved

Norman L. Roberts
Mayor.

Approved as to Form and Legality

April 23 1981
BURT PINES, City Attorney,

By Norman L. Roberts
NORMAN L. ROBERTS, Asst. City Attorney

Carrie J. Hamilton

File No. 73-2040 S

City Clerk Form 23

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Negotiations re accepta

COASTAL COMMISSION

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EXHIBIT # 17

PAGE 1 OF 2



February 17, 1986

Honorable Marvin Braude
Councilman, 11th District
Los Angeles City Council
Room 275 City Hall
200 North Spring Street
Los Angeles, California 90012

Attention: Cindy Miscikowski
Chief Deputy

Subject: Boundary Survey -Dedication Parcels
Palisades Highlands

Dear Councilman Braude:

Please find transmitted herewith one copy of a survey plat consisting of three sheets dated February, 1986 (Drawing No. 1239) prepared by the California Department of Parks and Recreation depicting the boundary of the area of open space lands in Palisades Highlands that the State Department of Parks and Recreation has agreed to accept. The plat was hand delivered by Mr. Jim Heiner, Chief of Planning, California Department of Parks and Recreation during a meeting today. It is our understanding that an agreement has been made between the State agency and the City of Los Angeles concerning conveyance of the dedication parcels to the City and the State by Headland Properties, Inc. The dedication of the open space is required by Coastal Permit A-381-78 issued to Headland Properties, Inc. on December 23, 1980.

The proposed acquisition parcels shown on the survey plat include portions of Dedication Parcels "G", "E" and all of Parcel "C" as depicted on Exhibit A-1 of Coastal Permit A-381-78.

A copy of the legal description of the acquisition Parcel, as prepared by the State, is also attached.

You will note that, in accordance with prior meetings and discussions concerning this matter between representatives of the State, City, Headland Properties and other interested organizations and individuals Dedication Parcels "D", "A" and "B" are not included in the California Department of Parks and Recreation acquisition proposal.

The remainder portions of Parcels "G" and "E" and all of Parcels "A" and "B" are to be conveyed to the City of Los Angeles in accordance with Coastal

COASTAL COMMISSION

Honorable Marvin Braude
February 17, 1986
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PAGE 2 OF 2

Permit A-381-78 and the agreement between the City and the State agency.

Conveyance of Parcel "D" may be made to the City or, as has been suggested, combined with Parcel Map 5164 (Recreation site) for recreational and open space use if approved by the City, Coastal Commission, Headland Properties, Inc. and found to be practicable.

Map Distribution

Mr. Heiner indicated during our meeting today that the Department's Legal Counsel, Mr. Buchter, will forward a copy of the map and legal description directly to Mr. Norman Roberts of the City Attorney's office for his use.

Copies of the survey map will be provided upon request to other interested persons, agencies and organizations by Headland as soon as a reproducible copy of the map is received from Mr. Heiner's office and copies can be prepared.

Necessary Actions

- o Headland will direct its Project Engineers, VTN, Inc. to review the map and legal description and confirm the State's plat.
- o A copy of the map and legal description will be forwarded to the Coastal Commission Executive Director and Chief Counsel for the Commission's review and approval.
- o A request will be made by Headland to the Coastal Commission that the designated recipients of the Dedication Parcels be made in accordance with Coastal Permit A-381-78 requirements.
- o Upon completion of the above, conveyance of the parcels will be made to the designees in the order and sequence defined in the Coastal Permit dated December 23, 1980, the Findings (Revised June 4, 1980) adopted by the Coastal Commission in approving the permit, and the offers of Dedication Agreements dated December 11, 1980 (Recorded January 5, 1981).

Please accept our sincere thanks for the many efforts made by your office in resolving the numerous problems that have heretofore prevented conveyance of these extensive open space lands to the public and permitting Headland Properties and its related corporate entities to complete development of the Palisades Highlands and Gateway properties in conformance with the City and Coastal Commission requirements.

Very truly yours,



Charles A. Yelverton
CAY:hb

Enclosures: (1) Survey Plat and Legal Description
(2) Master Plan -- Palisades Highlands/Gateway

1683 (2 files)

Is This OK?
WAW



PC - Peter Douglas w/o map
Tark
Par E

COASTAL COMMISSION

5-01-190

EXHIBIT # 15

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RECEIVED

FEB 19 1986

CALIFORNIA COASTAL COMMISSION

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FEB 21 1986

CALIFORNIA COASTAL COMMISSION SOUTH COAST DISTRICT

February 17, 1986

California Coastal Commission
631 Howard Street
San Francisco, California 94105

Attention: Mr. Peter Douglas, Executive Director
Mr. Roy Gorman, Chief Counsel

Subject: Conveyance - Dedication
Parcels - Palisades Highlands

Reference: Coastal Permit No. A-381-78

Gentlemen:

In accordance with an extended series of meetings, discussions and negotiations between representatives of the California Department of Parks and Recreation, the City of Los Angeles, Headland Properties, Inc. and various organizations and individuals an agreement has been reached concerning conveyance of open space lands for public use by Headland Properties, Inc. and Palisades Resources, Inc. as required by Coastal Permit A-381-78.

As a result of an agreement between the California Department of Parks and Recreation and the City of Los Angeles a portion of the lands located in Palisades Highlands has been determined to be acceptable for acquisition by the State as shown on the enclosed survey plat prepared by the Department of Parks and Recreation dated February, 1986.

All other open space lands not determined to be acceptable to the State would be conveyed to the City of Los Angeles for public open space.

As proposed, the State Department of Parks and Recreation would accept all of Parcel "C" and portions of Parcels "G" and "E". The remainder of the Dedication Parcels including all of Parcels "A", "B" and those portions of "E" and "G" not acquired by the State would be conveyed to the City of Los Angeles. Parcel "D" has been proposed for possible merger with Parcel Map 5164 (Recreation Site) in order to assure its open space character and maintenance.

Headland Properties, Inc. and Palisades Resources, Inc., permittees under the provisions of Coastal Permit A-381-78, are desirous of completing the terms and conditions of the permit in respect to the open space land dedications.

675-7110

Conveyance to City

California Coastal Commission
February 17, 1986
Page 2

Therefore, it would be greatly appreciated if the Commission and staff would review the survey plat and legal description and initiate appropriate actions necessary to enable the permittees to proceed with completion of the permit conditions.

It would appear at this time that an approval would be required by the Commission for a portion of the land to be conveyed to the City and that both the California Department of Parks and Recreation and the City of Los Angeles be designated as recipients of the identified parcels.

Your earliest consideration of this matter will be greatly appreciated. Any comments, suggestions, or procedures needed to be followed in accomplishing the terms of the permit in the referenced matter would be helpful.

Enclosed for your reference and information is a letter of this date to Councilman Braude and Cindy Miscikowski who have worked closely with all concerned in efforts to resolve the dedication issue.

Very truly yours,



Charles A. Yelverton

CAY:hb

Enclosures: (1) Survey Plat and Legal Description
(2) February 17, 1986 letter to Council Marvin Braude

cc: Ms. Cindy Miscikowski

COASTAL COMMISSION

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CALIFORNIA COASTAL COMMISSION
631 Howard Street, San Francisco 94105 — (415) 543-8555

June 20, 1979

TO: STATE COMMISSION AND INTERESTED PARTIES

FROM: MICHAEL L. FISCHER, EXECUTIVE DIRECTOR

SUBJECT: MAJOR DEVELOPMENT IN PACIFIC PALISADES, CITY OF LOS ANGELES, APPEALS
NO. 381-78 (Headlands Properties) and 390-78 (AMH Corp.)

On May 16, 1979 the Commission directed the staff to prepare a plan showing the amount and location of development within the total properties held by Headlands Properties, Inc. and AMH Corporation, Inc. within the Pacific Palisades community of the City of Los Angeles, which could be approved consistent with the policies of the Coastal Act.

Attached are maps and charts describing four options for the property:

- Plan A - Developers' original proposal as permitted under adopted Brentwood-Pacific Palisades Community Plan. Would allow approximately 2300 new residential units
- Plan B - Compromise offered by the developers as a reduction from original proposal for implementation. Includes approval of Tracts 31935, 21601 and 30453 at issue in these appeals. Would allow approximately 1560 new residential units.
- Plan C - Staff Recommendation for approval of a portion of the development sought on Tracts 31935 (Headlands) and 21601 (AMH), and approval of all of Tract 30403. Would allow between 660 and 750 new residential units.
- Plan D - Projects which would be allowed if the City's slope/density formula (otherwise applicable in the Brentwood-Pacific Palisades Community). Would be applied to these ownerships. Would allow between 450 and 500 new residential units.

The Commission will hold a briefing by staff and a public hearing on June 21 with regard to these alternatives. Following the Commission's public hearing and receipt of further written comments, the staff will prepare a recommendation for action at the July 17-18 meeting regarding the permits pending before the Commission for projects on Tracts 31935, 21601, and 30453 and direction to the Local Coastal Program for the balance of the holdings.

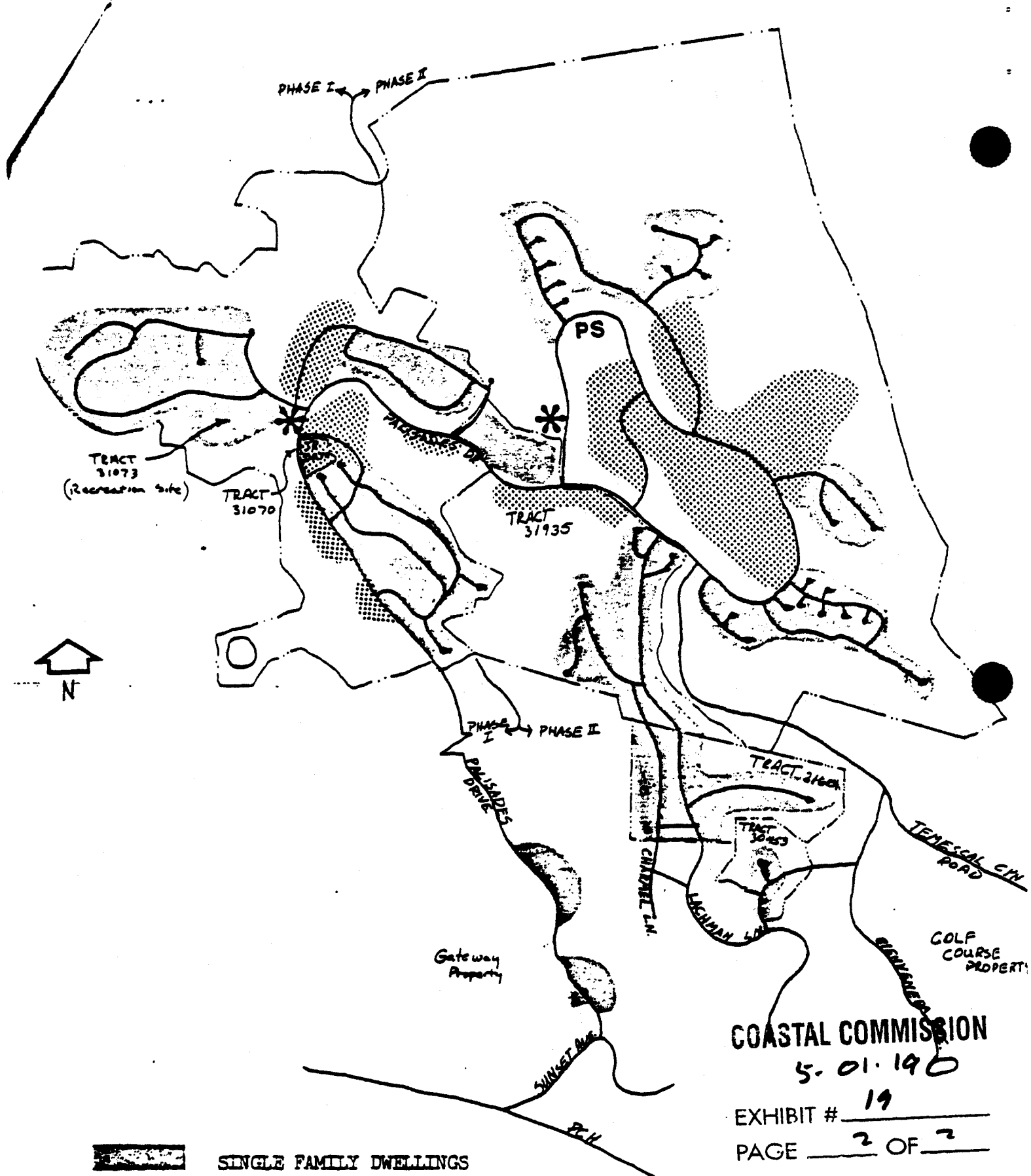
COASTAL COMMISSION

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*Project as a whole
initial discussions*



SINGLE FAMILY DWELLINGS
 MULTI-FAMILY DWELLINGS

*
 PS

COMMERCIAL
 PUBLIC SERVICES SITE

(NOT TO SCALE)

COASTAL COMMISSION
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PLAN A -- DEVELOPERS' PROPOSAL
 (about 2300 new units)

A

CALIFORNIA COASTAL COMMISSION
631 Howard Street, San Francisco 94105 — (415) 543-8555

REVISED FINDINGS
AMENDMENT TO PERMIT.

Permit No. 381-78
(Headland Properties)
Amendment Approved: 5/21/80
Findings Adopted: 6/4/80

AMENDMENT

APPLICANT: Headland Properties Inc.

DEVELOPMENT

LOCATION: Palisades Drive, Pacific Palisades, City of Los Angeles

AMENDMENT

DESCRIPTION: (See Conditions and Findings)

COMMISSION

ACTION: Amendment Approved: May 21, 1980; Findings Adopted June 4, 1980

I. Approval With Conditions.

The Commission hereby grants an amendment to the permit as described below, subject to the conditions below, on the grounds that, as conditioned, the amendment will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Conditions

The permit is subject to the following conditions:

1. Scope of Approval.

a.. This permit amendment authorizes subdivision of 4 tracts of Palisades Highlands, for up to 740 residential units, a two-acre commercial site and a 7-acre institutional site, grading for all streets and lots, installation of drainage and utilities and construction of residential units as described in the attached Findings and Declarations. All grading, structural development, and subdivided lots shall be located entirely within the urban limit line, as described in the surveys and maps prepared by VTN Engineers and submitted by Applicant to the Coastal Commission on March 21 and 26, 1980, and identified in the Coastal Commission files as approved Applicants Exhibits A-1, B-1 and C-1 as shown below. (See Exhibits 4 and 5).

*Original action on
Underlying
Permit*

COASTAL COMMISSION

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EXHIBIT # 20

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Upon notice to the Executive Director, the applicant may reduce the number of multiple family units and replace them with single-family units. The Executive Director shall approve such minor modifications to the project provided that there is no increase in the area graded or in the amount of traffic generated by the project, there is no interference with the provision in this permit for low and moderate income housing, and the modifications are otherwise consistent with this approval.

b. Concurrent with the development of Tract 31935, the applicant shall construct an emergency access road and pedestrian-bicycle path as generally indicated in Exhibit 4, between the southern terminus of public roadways serving Tract 31935 and the southern boundary of applicant's property. The road shall be designed and constructed as to require the minimum amount of land form alteration and to provide/emergency entry to and exit from the Palisades Highlands development. The road shall be wide enough to accommodate two lanes of vehicles and meet the minimum specifications of the City of Los Angeles but at no point should the road width exceed 20 ft. Cuts and fills required for the construction of the road shall be the minimum required by the City of Los Angeles.

c. Subject to the review and approval of the Executive Director, in areas outside of urban limit line : minor grading may be performed to re-contour previously graded land; paved or unpaved pathways and other incidental improvements for low intensity recreation may be constructed; minor facilities to provide public or utility services which do not require significant grading may be installed if alternative locations are not feasible; vegetation within 100 ft. of any residential structure may be removed or altered for fire protection purposes.

2. Dedication. Within 10 days following the issuance of this permit, Applicant and Palisades Resources, Inc. (a co-applicant) shall record offers to dedicate to the State of California all of the property lying outside the urban limit line. Such offers shall be of a form and content approved in writing by the Executive Director. Such offers of dedication shall be irrevocable for a period of 7 years, except in the event of revocation of this permit. As final maps for the respective four tracts (noted below) are recorded, said offers shall be irrevocable as to specified parcels for 21 years thereafter and shall require dedication in fee of such specified parcels upon acceptance by the State of California or its agent. The offers of dedication shall contain the following provisions as to the parcels specified below:

a. Canyon Park. Concurrent with the recordation of a final map for Tract 34923 and prior to construction of residential units on such tract, the applicant shall record an irrevocable offer to dedicate the full fee interest in approximately 120 acres of land in Santa Ynez Canyon north of the existing City park and west of Palisades Drive (areas C and C-1 in Exhibit 2). With the exception of tax liens and the prior offer of dedication of such property to the City of Los Angeles Park Commission, the dedication shall be free of all prior liens and encumbrances. The applicant shall use best efforts to secure the waiver of the City Parks Commission to such prior offer of dedication. However to promote the most efficient and orderly operating and maintenance of these parklands, the applicant may withdraw the offer in favor of the State with regards only to the approximately 25 acres south of Avenida de la Montura (area C-1, Exhibit 4) and adjacent to the existing City park, provided that the City Park Commission accepts the dedication of area C-1 for operation as a City park.

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b. Gateway. Concurrent with the recordation of a final map subdividing the Gateway Tract, Palisades Resources, Inc., shall record an irrevocable offer to dedicate the full fee interest in approximately 297 acres of land outside of the urban limit line on the Gateway tract established pursuant to Condition 1 above (generally shown as areas A and B in Exhibits 2 and 5).

c. Tract 31935. Within 30 days following the recordation of a final map subdividing Tract 31935 the applicant shall record an irrevocable offer to dedicate the full fee interest in the approximately 386 acres adjoining the portion of Tract 31935 to be developed (shown as areas D and G in Exhibit 2).

d. Tract 32184. Within 30 days following the recordation of the final map subdividing the first unit of Tract 32184 the applicant shall record an irrevocable offer to dedicate a full fee interest in the approximately 338 acres shown as area E in Exhibit 2.

e. Permit Expiration. In the event the obligation of Palisades Resources, Inc., and applicant to dedicate all of the property lying outside the urban limit line does not occur within seven (7) years after issuance of this permit, applicant shall be obligated to surrender and abandon this permit upon expiration of such seven year period and this permit shall have no further force or effect insofar as this permit pertains to any property not then subject to a final subdivision map.

f. Road Easements. Prior to recordation of any final maps for the authorized development, the applicant shall grant to the State of California all of the applicant's interests in road easements through Topanga State Park, including Palisades Drive extension to Mollholland Drive and Temescal Canyon Road towards Sunset Boulevard.

3. Restrictions. Concurrent with the recordation of final maps as noted in 2a, 2b, 2c, and 2d above, the applicant shall record an instrument covering such parcels in a form approved in writing by the Executive Director. Such instrument shall be considered a covenant running with the land in favor of the people of the State of California, shall be recorded free of prior liens and encumbrances except tax liens and shall bind the applicant and all successors in interest. Such instrument shall provide specifically as follows:

a. Prevent further division of such dedication parcels for any purposes except park purposes outside of the urban limit line.

b. Prevent development outside of the urban limit line except as permitted by this permit or for park purposes.

c. Waive all claims against the public for damages due to flood, fire or geologic instability which may arise as a consequence of approval of development within the permitted tracts.

4. Landscaping Plans. The Applicant has submitted landscaping plans and specifications for Tract 31935 and 32184, which have been reviewed and approved by the Executive Director. The final landscaping plans shall provide that slope areas exposed by grading or other construction shall be revegetated with primary endemic

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drought and fire resistant vegetation. On Tracts 31935 and 32184, landscaping shall be designed to screen and soften the visual impact of the project as seen from Topanga State Park. The areas of special landscaping concern (identified in Exhibit 4) shall be screened from view by a combination of berms and extra vegetation in conformance with the preliminary landscaping plan submitted by the applicant.

No further review of landscaping plans for Tracts 31935 and 32184 is required. Landscaping plans for the Gateway shall be submitted for review and approval by the Executive Director prior to the start of construction of any units on the Gateway.

5. Archaeological Site. Prior to the development of Tract 32184, the applicant shall undertake or fund a thorough examination and test excavation of Archaeological Site LAN - 666 as recommended in the archaeological investigation performed by Roberts S. Greenwood in June of 1976. The examination and test excavation shall be performed under the direction of a qualified Archaeologist. Development of Tract 32184 shall not proceed until excavation of all significant features of site LAN - 666 is complete. The Archaeologist shall be notified of and allowed to observe all brush clearing and grading operations within the permitted development. All contractors and construction personnel shall be advised of the potential existence of other archaeological resources; all work shall be halted and professional consultation be obtained promptly if prehistoric materials are encountered or suspected in the process of development.

6. Housing. Prior to issuance of the permit, the applicant shall enter into an agreement with the Coastal Commission to provide for affordable housing as stated below. The agreement shall bind the applicant and any successors in interest and shall be recorded as a covenant to run with the land, with no prior liens other than tax liens. The agreement shall be recorded as a covenant on the 75 unit residential site on the Gateway - (as shown in Exhibit 5) and Lot 193, Tract 32184 as shown on Exhibit 4. The agreement shall provide:

a. The applicant shall either provide 60 units of affordable dwelling units, subject to resale controls, at prices which are affordable to low and moderate income persons earning from 50-120% of median income on Lot 193, Tract 32184, or 100 units of affordable housing in the same manner on the Gateway site if and when that site is rezoned to allow such development.

b. When and if the Gateway tract is rezoned to allow for the provision of the 100 affordable units described above, the restriction on Lot 193, Tract 32184 shall terminate.

c. Upon issuance of a certificate of occupancy as to 60 affordable housing units on Lot 193, Tract 32184 or 100 affordable housing units on the affordable housing site in the Gateway the agreement shall terminate as to the 75 unit residential site in the Gateway.

d. If five (5) years after the date of the rezoning of the affordable housing site in the Gateway no construction has commenced for affordable housing thereon and if applicant thereafter dedicates the fee interest in the affordable housing site to a public housing agency the agreement to construct such affordable units shall terminate as of the date of recordation of such dedication.

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e. Prior to the applicant commencing construction of the affordable housing or prior to the dedication referred to in paragraph d, applicant shall enter into an agreement, approved by the Executive Director, with a public housing authority or other agency acceptable to the Executive Director, providing that such agency agrees to construct if necessary and administer the affordability (resale) controls provided for in the Commission agreement.

f. The units shall be priced to be affordable to the range from 50-120% of median income so that an equal number of units is available in each of the following price ranges: 50%, 60%, 70%, 80%, 90%, 100%, 110%, and 120%. At least one third of the units in each range shall be three bedroom units of at least 1000 square feet. All other units, if any, shall be at least 600 square feet. Up to two thirds of all the units may be designated for elderly, and at least one third shall be designated for families.

g. The sales price in each range shall be determined by the following formula:

$$\text{Sales Price} = \frac{(1/3)(\text{median income})(\text{family size adjustment})(\text{income range}) - (\text{Homeowners Association Dues} + \text{Insurance Premiums})}{(\text{Debt Service Constant Percent})(\text{Loan to Value Ratio}) + 1\%}$$

The family size adjustment shall be as follows: for a one bedroom unit, 80% (.8); for a two bedroom unit, 95% (.95); for a three bedroom unit, 108.5% (1.085). Median income shall be the median income for a family of four as last calculated by HUD prior to the issuance by the Department of Real Estate of the Public Report for the units.

h. The affordable units shall be offered for sale subject to controls on resale, substantially as provided in the Commission's guidelines, subject to the approval of the Executive Director, in order to assure continued affordability.

i. No residential development shall take place on the 75 unit residential site in the Gateway until such site shall have been released from the agreement in accordance with either 6c or 6d above.

7. Park Facilities. Concurrent with the grading of Lots 86 and 87 of Tract 32184, the applicant shall construct trailhead facilities (including a 6-10 car parking lot, gates and signs) in vicinity of said Lots 86 and 87 substantially as shown in Applicant's Exhibit A-1, so as to provide foot trail access to an existing trail on Temescal Ridge. The applicant shall also construct a restroom facility in the vicinity of Palisades Highlands at a location designated by the State Department of Parks and Recreation in Topanga State Park or on the dedicated lands. If the applicant is unable to construct the restroom prior to completion of Tract 32184, the applicant may post a bond in an amount sufficient to fund construction by the State if such facilities are determined to be necessary by the Department of Parks and Recreation. All facilities shall be constructed to the usual specifications of the Department of Parks and Recreation, and shall be turned over to the Department for operation and maintenance.

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5-01 190

EXHIBIT # 20

PAGE 5 OF 17

III. FINDINGS AND DECLARATIONS:

The Commission finds and declares as follows:

1. Amendment Description. The proposed amendment to this development permit consists of expanding its scope to authorize: (a) the division of _____ acres on Tract 31935 into 137 lots for 133 single-family dwellings, 2 lots for a total of 50 condominiums (the condominiums may require a local government rezoning at a later date), one recreation lot and a 30-acre open space lot; (b) the division of 115 acres on the remaining undeveloped portion of the Palisades Highlands (Tract 32184) into 260 lots for 257 single-family dwellings, 1 site for 60 condominiums, a recreation lot and an approximately 8-acre open-space lot; (c) the division of approximately 322 acres in the "Gateway" area (immediately northerly of the intersection of Sunset Boulevard and Palisades Drive) into six separate parcels: a 10 acre site for 75 market price residential units; about 7.5 acres for church, school, or similar public serving institutional use; a commercial and parking site of approximately 2.5 acres; a site of approximately 5 acres for 100 units of affordable housing; and 2 parcels for permanent open space totalling 297 acres to be dedicated to the public; (d) the development of a 6 acre graded site into 64 condominium units on Tract 34923. The project would include approximately 3.5 million cubic yards of grading in the Palisades Highlands, and additional, comparatively minor, grading in the Gateway, for streets and building pads, and installation of drainage facilities, utilities, streets, landscaping, and improvement of the active recreational site in Tract 31935 (Exhibit 4); (e) a 1 acre recreation site adjacent to the westerly boundary of Tract 31935; and, (f) construction of single family dwellings and condominium units on each of the permitted tracts consistent with applicable City zoning standards.

The Palisades Highlands portion of the project site is vacant and in a natural state except for a small area on the north end of Tract 31935 where some grading and slope work was performed in connection with off-site improvements for another tract. The site is within Palisades Highlands which is 2 to 3 miles north of the shoreline on the southern slopes of the Santa Monica Mountains in the City of Los Angeles. Existing development in Palisades Highlands is set into a bowl graded out of Santa Ynez Canyon; the proposed tracts would be above and to the east of the existing development and along, below, and northerly of the ridge separating Santa Ynez Canyon from Pulga and Temescal Canyons.

The Gateway project site is located on both sides of Palisades Drive, immediately north of its intersection with Sunset Boulevard in the Pacific Palisades area of the City of Los Angeles. It is approximately one mile from the shoreline, and is not between the first public road and the sea. The site is adjacent to existing developed areas, and lies south of Palisades Highlands, at the southerly terminus of the Santa Monica Mountains in this part of Los Angeles. Except for Palisades Drive and a small frame structure on Parcel 1 used by applicant's employees, the site is vacant. The areas proposed for development were previously graded in conjunction with the construction of Palisades Drive and related facilities. About 25 acres of the site proposed for development are essentially level so that minimal additional grading will be required, and no alteration of significant landforms will occur. About 297 acres of the Gateway are in a natural state and would not be graded or otherwise developed.

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The Palisades Highlands portion of the project authorized in this amendment is the ninth and tenth of 10 major tracts approved or proposed in Palisades Highlands. The first eight tracts, containing 1018 dwelling units on 417 acres, ("Phase I" of the overall Headland project), are nearly complete. Included in this action is the approval of 64 condominium units on a 6 acre tract (Tract 34923), which is the last vacant site in Phase I. This site was once designated for commercial use. Because the Gateway will include about 2 acres of neighborhood commercial uses, the Commission can approve residential development on all of Tract 34923.

This action of the Commission authorizes 500 units in the Phase II area of Palisades Highlands, to be concentrated on about 185 acres in two separate tracts. The permit includes development of up to 183 dwelling units on Tract 31935, grading of roads and building pads and installation of necessary subdivision improvements (streets, sewers, drains, utilities, and recreational facilities) for up to 50 high density condominiums on about 6 acres and 133 single-family dwellings (RE-15 zoning). The Commission also approves, subject to conditions, development of 317 dwelling units on Tract 32184, grading of roads and building pads and installation of necessary subdivision improvements (streets, sewers, drains and utilities) for 60 high density condominiums on about 6 acres and 257 single-family dwellings (R-1 and RE-15 zoning) on the remainder of the tract. As proposed, this project -- 500 dwelling units on 185 acres -- would have a net density of 2.71 d.u./acre. Conditions requiring dedication of substantially more than 800 acres for State park purposes will reduce the effective density to significantly less than 1 d.u. per 2 acres. Current City zoning would allow 2.93 d.u./acre. This project was specifically exempted from application of the slope-density formula applied by the City to most other hillside projects within the area. However if the slope-density formula had been applied, development would have been limited to approximately 300 units in Phase II.

Finally, this action authorized all subdivision, minor grading, installation of subdivision improvements and construction of up to 175 multiple family residential units on 15 acres of the Gateway tract. The Gateway is also to be prepared for the development of about 25,000 square feet of neighborhood commercial uses and parking on a 3 acre site and community-institutional uses on a 7 acre site. Construction of institutional and commercial structures is not authorized by this permit, as sufficient detail of design has not yet been specified. As permitted, the residential components of the Gateway project, involving a total of 175 dwelling units on 15 acres, would have a net density of 11.66 d.u./acre. Conditions requiring dedication of 297 acres for open space park purposes reduce the effective density to 1 d.u./1.8 acres.

The Gateway portion of the project is not compatible with existing City zoning. Rezoning will be necessary to implement this portion of the project, and the conditions of this permit require the applicant to use best efforts to obtain it. While rezoning should be obtainable within 2 years, if the City of Los Angeles is willing to take such action, the need for rezoning will necessarily delay implementation of the project. For this reason, the Commission has allowed 7 years for the commencement of construction under this permit. The Commission finds that the departures from existing City zoning required by this action are reasonable and necessary to bring the project into conformity with the policies of the Coastal

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Act. Without them, the project could not be approved. The City's slop-density formula would have limited development on this site to about 50 residential units. However all 175 units approved in this action can be sited within already graded areas. The Commission has approved this higher density in order to reduce the amount of development in the Phase II area of Palisades Highlands, there by reducing the total amount of landform alteration. In addition, the higher density allows the applicant to provide 100 units of low and moderate cost housing at this site which is more convenient to bus lines, commercial uses and other community services, than would be sites in Palisades Highlands.

Conditions on this approval require the applicant to construct an emergency access road south from Tract 31935 to the southerly boundary of the applicant's property (adjoining the AMH project site), provide 100 units of low and moderate cost housing (especially for the elderly and families), to dedicate title to between 1067 and 1180 acres (depending on the final grading and tract boundaries) for public park purposes, and to vacate easements for road extensions through Topanga State Park. The Commission recognized that the four tracts are proposed for development in a integrated development plan. Thus the Commission has issued a single permit authoring all development (except as specified) necessary to complete these four tracts and does not intent that the applicant or his successor return for further permits, except for construction the commerical and institutional structures or the Gateway. Minor changes in design or unit which have no adverse affect on Coastal resources and which do not conflict with this approval, will be approved administratively by the Executive Director. Like all major land development projects, the project authorized by this permit will proceed in at least four major stages (one for each of the noted tracts). The conditions require permanence of stated obligations (dedications, construction of facilities) phased with the development of associated tracts. However it is the intent of this Commission that this permit be considered a comprehensive and final approval, and not be voidable once any portion of the approved development is undertaken unless the applicant fails to comply with the conditions. As the development plan is integrated, so are the dedications required by the conditions. For it is only with the dedication of these lands for permanent preservation of visual ad landform resources and for public recreational use that the Commission can find the development of the four tracts on balance most protective of significant coastal resources. The dedication of these lands also provides a conclusion to the issue of continuing development in the area. With the approval of this amendment with the dedication of open space areas outside the last four tracts, the Commission and the applicant have achieved a compromise beneficial both to the public and to the developer, resolving once and for all the major Coastal Act issues of location and intensity of development, traffic impacts, amount of grading and provision of low and moderate cost housing. Therefore it is intended that once any portion of the permit is exercised or any offer dedication made, that the entire development and dedication plan proceed to completion as expeditiously as possible.

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2. Coastal Resources. The major issue in the Commission's July, 1979 action were: the density of the project as it affected the traffic impact on access to the coast, the extent of grading and alteration of natural land forms as it affected scenic habitat and recreational resources and the provision of housing opportunities for persons of low and moderate incomes. Approvals of this amendment authorizes an increase in the number of units in the total project from about 600 to about 740 units, with proportionately greater impacts on the local traffic network, substantial increase in the area to the graded in the Phase II (i.e., Tract 31935 and 32184) area of Palisades Highlands from about 100 acres to about 185 acres. However, the projects originally proposed and authorized by the City's District Plan for this area would have contained 1850 units on 445 acres. In all cases the balance of the 968-acre Phase II site would be either dedicated as open space or dedicated for park purposes. Both the July, 1979 permit and this amendment provide for 100 units of affordable housing to be located on the Gateway Tract.

a. Traffic. By limiting approval of units in the Highlands and by further finding that only 500 other units in addition to the 64 townhomes on Tract 34923 and 1 residential estate can be approved in the area, the Commission can find that the ultimate direct and cumulative traffic impacts would be substantially reduced to less than about 5000 vehicle trips per day.

As conditioned by the Commission to limit the total number of dwelling units to 175, the Gateway portion of the project will have an adverse impact on local and regional traffic circulation. If all 175 residential units were market price, the project might be expected to generate about 1650 vehicle trips per day. However, since 100 units will be for persons of low and moderate income, this estimate can be reduced substantially since such persons generally own fewer cars and use those they own less frequently. Vehicle trip generation will be further mitigated by the provision of a 2.5-acre commercial and parking site which will reduce the need for residents to travel elsewhere to secure needed goods and services. Since the commercial site will serve the Palisades Highlands as well, it will also reduce to some extent vehicle trips over Sunset Boulevard and Pacific Coast Highway by residents in developments there. The total traffic generated by the 4 tracts will amount to about 6500 vehicle trips per day. The traffic impacts from development permitted as a result of this action is significant. Because of these impacts, these projects could not be approved but for the fact that the projects as conditioned will provide beneficial impacts by preserving natural landforms, habitats, scenic vistas, granting free of charge to the public substantial lands with significant recreational potential, and providing needed affordable housing in this area of the coastal zone.

b. Alteration of Natural Landforms. The 183-unit Tract 31935 development is designed to require about 1.5 million cubic yards (mcy) of grading, most of which is a cut to remove a hillside required in order to extend Palisades Drive, the only access to the proposed new tracts. The 317-unit Tract 32184 development is designed to require about 2 million cubic yards (mcy) of grading. The developed portions of the Gateway property under the project approved here would be limited to relatively flat areas adjacent to Palisades Drive; Grading will be minimized and no material alteration of natural landforms will occur. There are no views to or along the ocean from anywhere in the area to be developed on the Gateway tract; and hillside areas will be left virtually untouched.

The project EIR for the entire project originally proposed in Phase II notes that an additional 8.0 mcy of grading would be performed to build roadways and pads for an additional 1850 units. The presently revised plan for an additional 317 DU's in the

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remainder of Palisades Highlands

would require only about 3.5 acy, a reduction of more than 50%. Although grading for Tract 31935 averages about 1875 cubic yards of cut and fill for each dwelling unit, a large portion of this grading is necessary in order to satisfy the Secondary Access Road connection. Because of the need to make the road connection, the overall reduction of grading in the total project area and the fact that grading and lot placement has been sensitively designed to protect landforms (including the "Split Rock" formation in Tract 31935) and views of particular significance, it is determined by the Commission that this landform alteration is consistent with Section 30251 of the Coastal Act. Visual impact of the grading will be mitigated by revegetation of exposed slopes and lots consistent with Coastal Act policies, and in conformity with approved landscaping plans.

The project would result in permanent alteration of approximately 145 acres of the 185 acres in Tracts 31935 and 32184. A firm Urban Limit Line is to be established with permanently preserved buffer areas designed to protect the integrity of the local wildlife systems from both construction and residential impacts.

The project will result in alteration of only approximately 25 acres out of the total 322 acre Gateway property. The substantial acreage left intact will protect the integrity of local wildlife systems from construction and residential/commercial impacts. Based upon this fact the Commission finds this project does not involve any significant disruption of habitat values and is compatible with the continuance of surrounding habitat areas, so that it is consistent with the policies of Section 30240 of the Coastal Act.

The project is visually compatible with both the surrounding areas adjacent to Sunset Boulevard, which contain existing residential and commercial development, and with the Palisades Highlands to the north. The Commission finds that the minimal landform alterations involved are mitigated by the permanent preservation of far larger areas in a natural state. Within these conditions, the Commission finds that development on the Gateway would be consistent with the policies of the Coastal Act.

Although the amended permit allows for a significantly greater graded area, it is more protective of the undeveloped areas as they will be dedicated to park purposes. Thus, on balance the Commission finds that the project is protective of natural landforms, and, as conditioned, is consistent with Sections 30240 and 30251 of the Coastal Act.

c. Affordable Housing. Section 30213 of the Coastal Act provides that:

...housing opportunities for persons of low and moderate income shall be protected, encouraged, and where feasible, provided...

The Commission's Interpretive Guideline on New Construction of Housing, adopted on 22 January 1980, generally requires that 25 percent of the units in new residential developments be set aside for persons of low and moderate income. The Gateway development being approved in this action, considered by itself, significantly exceeds this minimum requirement by providing affordable housing which is 133 percent of the market price units proposed (100 vs. 75).

However, this Gateway project is being approved as part of a series of actions by the Commission intended to provide for the coordinated development, consistent with Coastal Act policies, of the Gateway and the remaining undeveloped portions of the

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Palisades Highlands. This combined development adds a total of 640 new market rate residential units to the housing supply in the Pacific Palisades area. (183 units on Tract 31935 (Appeal No. 381-78); 64 units on Tract 34923; 317 units in the remainder of the Phase II area of the Highlands; and 75 in the Gateway). The 100 units of affordable housing are only 15.6 percent of this total; and, were it not for the other significant public benefits provided by the project, the Commission could not find that the Coastal Act's affordable housing requirement had been met.

Section 30007.5 specifically contemplates balancing of competing Coastal Act policies, and requires that conflicts be resolved in a manner which is most protective of coastal resources. With respect to affordable housing, the Interpretive Guideline on New Construction of Housing specifically provides that the Commission may require a smaller percentage of affordable housing where a project includes significant other public benefits such as "extraordinary public access or parkland dedications". The Commission finds that the Gateway and Palisades Highlands projects being approved together clearly provide such extraordinary public benefits of open space park dedication and habitat and landform preservation that reduction of the general 25 percent requirement is appropriate.

The Interpretive Guideline on New Construction of Housing also requires the Commission to consider community need for lower cost housing. The Commission notes that Pacific Palisades has a relatively high proportion of demand for housing for elderly persons. Consequently the Commission has required that up to 2/3 of the units be reserved for this group. The Commission finds that the Gateway Tract is an appropriate location to provide the project's inclusionary units as it is located on the Sunset Blvd. bus line, across the street from a neighborhood commercial center, and within 1/4 mile of both a large food store and the beach.

Because the Gateway Tract is not zoned for multiple unit development, however, there is some potential that the affordable housing would not be allowed. Therefore, the Commission has required that a 6-acre condominium site in Tract 32184, large enough for about 60 units, be held available to provide an alternative location for inclusionary housing units. If the Gateway Tract is not rezoned for higher densities (RD-1.5 or RD-2) the condominium site in Tract 32184 would be used as the site for 60 units of affordable housing. It is the intent of this condition to provide assurance that low and moderate cost housing units be constructed by the applicant and provided for purchase by qualified members of the public within a resale control program administered by a local housing agency. Although the Commission prefers that affordable units be sited in the Gateway, if such location is not allowed, a lesser number (60 units) must be provided in the Palisades Highlands Phase II area. In the event that the applicant is either unable or unwilling to construct the units, within 5 years, securing City rezoning for the higher density affordable units (i.e. to RD-2), the applicant may dedicate the site to a local housing agency provided that the applicant receives housing agency agreement to construct and maintain the units and the Executive Director of the Commission approves such agreement. The Commission recognizes that agreement of the housing agency may depend upon the applicant providing sufficient funds to enable the agency to complete the project expeditiously and actually provide the housing opportunities such a provision is entirely within the intent of this condition. Without this condition, the Commission could not find that the development of the four tracts subject to this action would be consistent with the mandate of Section 30213 which states "...housing opportunities for persons of low and moderate income shall be protected, encouraged and where feasible, provided."

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d. Archaeological Resources. The archaeological survey performed for the EIR on the Phase II area, noted that there are two significant pre-historical sites in the area. One of these, site LAn-666 is located within the area to be totally altered during grading for Tract 32184. The other site is outside the area to be developed. The EIR survey noted:

The milling stone site LAn-666 is a highly significant cultural resource with the potential for contributing important data for research into the cultural history of the Santa Monica Mountains and the broader sequence of development in Southern California.

The report recommended that the site be excavated and analyzed prior to grading, as a mitigation for its destruction. Conditions on this approval incorporate the recommendations of this report in conformance with Section 30244 of the Coastal Act. Only with these conditions can the Commission find the project consistent with the policies of the Coastal Act. The report also notes the potential existence of other archeological resources. Therefore the Commission's conditions require that the applicant notify a qualified archeologist before starting any grading or brush clearing in the Phase II area (Tracts 31935 and 32184), allow the archeologist to be present to observe such operations, and to require that work stop if new archeological sites are found, while appropriate mitigation is undertaken. Only with these conditions can the Commission find the proposed development of Tracts 31935 and 32184 consistent with the policies of the Coastal Act.

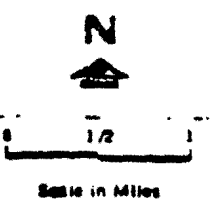
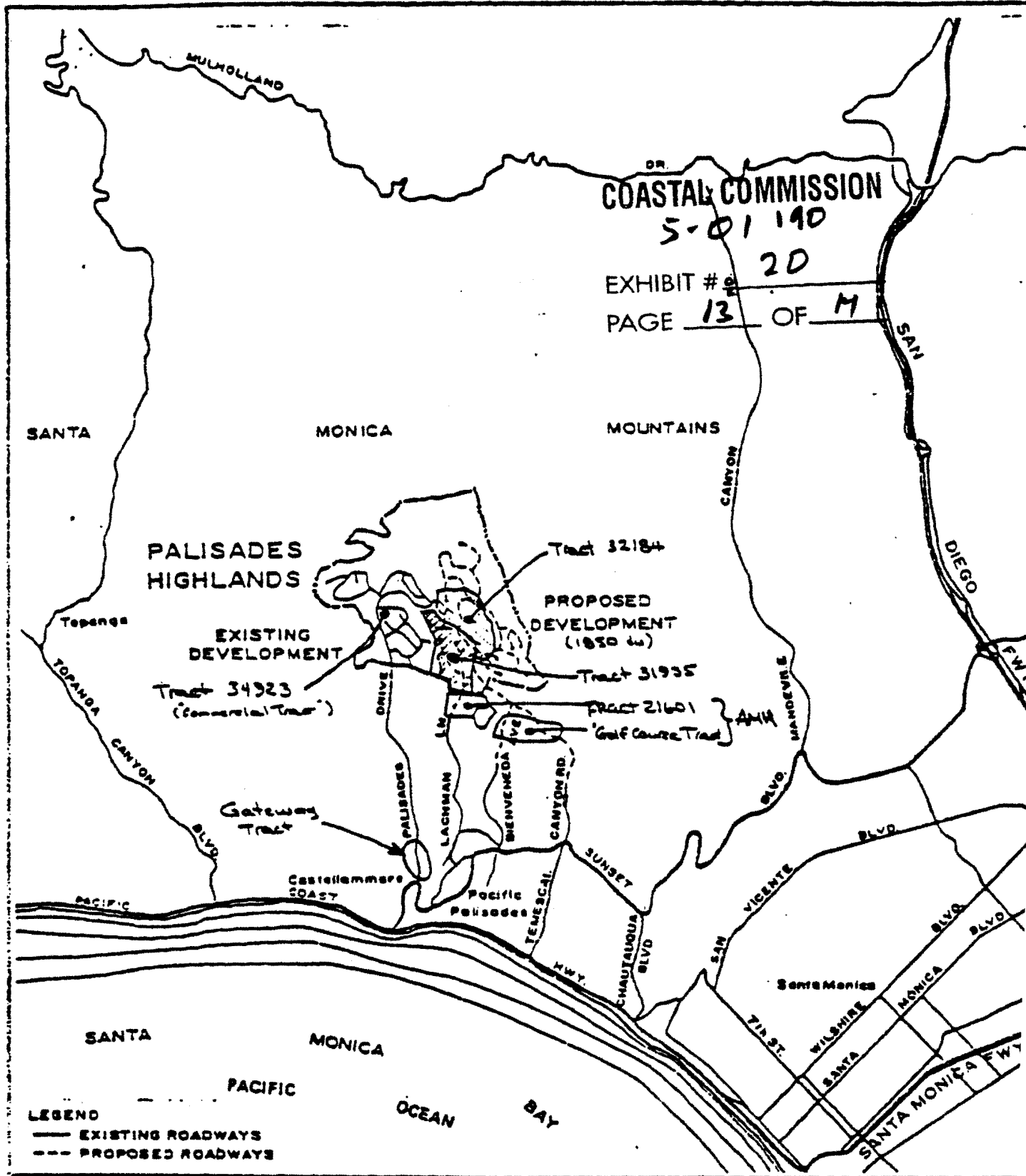
4. Precedent. As the Commission noted in its findings in July of 1978, these tracts may be approved only because the significant impacts of buildout have been identified and mitigated to the maximum extent feasible, in a comprehensive review of all potential large scale development in Pacific Palisades. The Commission is fully aware that the scope of these approvals is one which is generally more appropriate to Local Coastal Program. However, because of the already extensive planning and permit reviews of this project by the City of Los Angeles the City's reluctance to further review this area in its Local Coastal Program and the extent of mitigation as offered by the applicant and confirmed by the conditions, the Commission finds these projects may be approved prior to certification of the City's LCP. In conformance with Section 30625 of the Coastal Act, this decision shall guide preparation of the Local Coastal Program for this area.

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VICINITY MAP - PALISADES HIGHLANDS SITE

Source: Lincoln Associate - Traffic & Parking Consultants

Exhibit 1

PALISADES HIGHLANDS
GATEWAY PLOT PLAN
EXHIBIT B-2

COASTAL COMMISSION

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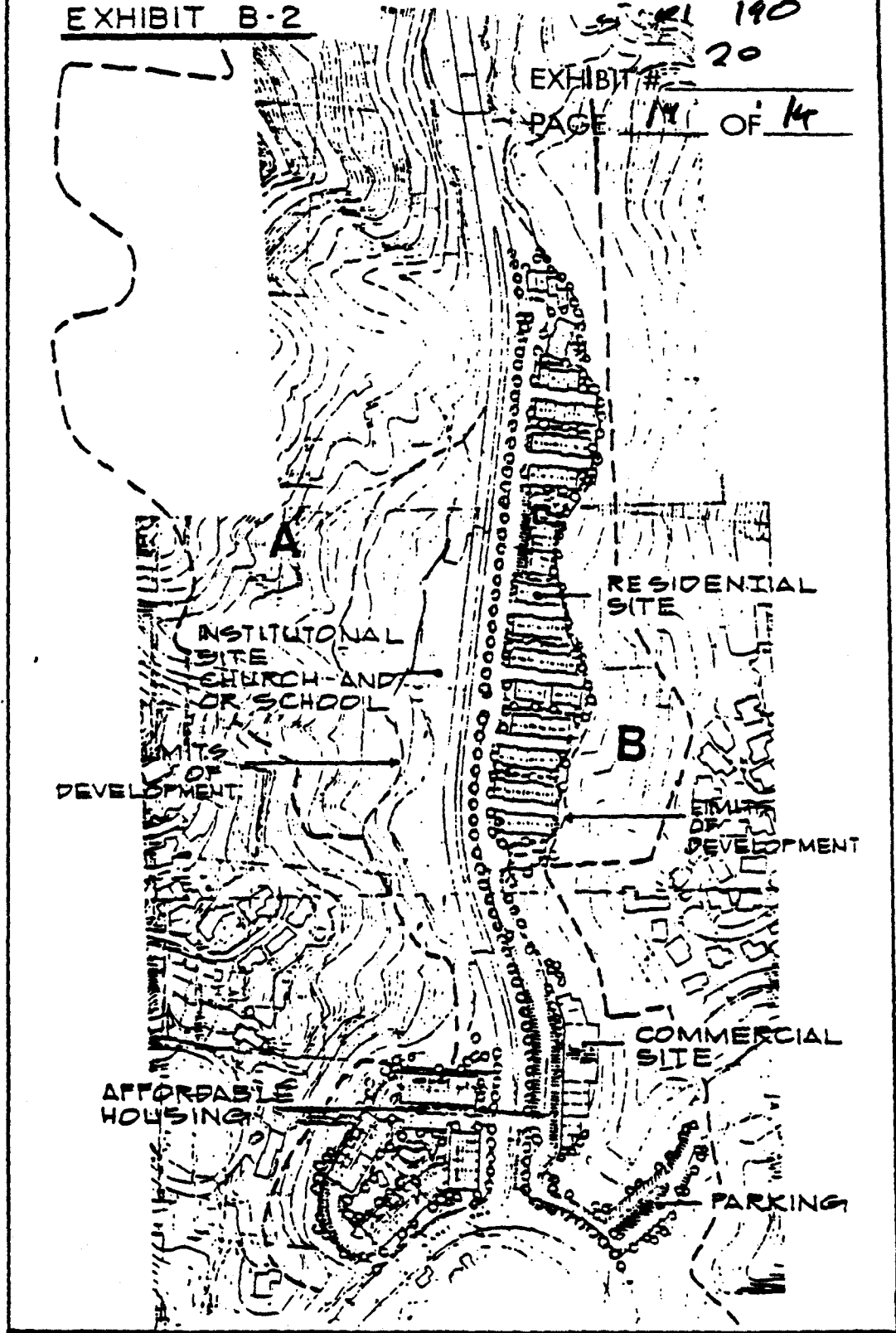


Exhibit 5

CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA
245 WEST BROADWAY, SUITE 380
LONG BEACH, CA 90802
(213) 590-5071

FILED: 12/3/86
49th DAY: 1/22/87
180th DAY: 6/1/87
STAFF: Emerson *PC*
STAFF REPORT: 2/3/87
HEARING DATE: 2/26/87



FILE COPY

COASTAL COMMISSION

AMENDMENT REQUEST

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STAFF REPORT AND RECOMMENDATION

EXHIBIT # 21

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Application: A-381-78A7 (Palisades Resources, Headlands Properties)

Applicant: Palisades Resources Inc and Headlands Properties
PO Box 705
Pacific Palisades, Ca 90272

Description: Amend permit for 740 unit subdivision, including construction of condominiums and creation of single family lots, construction of low and moderate income housing, open space dedications, commercial center, church and school to extend expiration date.

This is a request to amend Condition Two imposed by the Commission in its action on 381-78A. Condition Two addresses dedication of open space land. It provides for interim, seven-year offers to dedicate open space. At the time of recordation of final maps, it provides for offers of dedication to extend for twenty-one years. It also provides that the applicant will be required to abandon the permit seven years after the date of approval unless all final maps connected with the development have been recorded and all associated dedications have been made.

Because the applicant has not yet recorded the final map on one tract, 32184, both interim offers of dedication over the open space and the permit will automatically expire on May 21, 1987. This request is to extend the life of the permit and the period of time in which the interim offers of dedication are valid for an additional seven years, from May 21 1987 to May 21 1994.

Site: The entire project is located in Santa Ynez Canyon, west of Temescal ridge and east of Topanga State Park, and north of Sunset Boulevard in the Pacific Palisades District of the City of Los Angeles.

Amendment changing
agencies accepting
Dedications

Substantive File Documents:

- 1) Pacific Palisades Community Plan, City of Los Angeles
- 2) A-381-78; Amendments 1-6.

STAFF RECOMMENDATION

The staff recommends the Commission adopt the following resolution:

I. Approval with Conditions.

The Commission hereby grants, subject to the conditions below, an amendment to the permit for the proposed development on the grounds that the development, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. STANDARD CONDITIONS: See Attachment X

III. SPECIAL CONDITIONS:

1) Limits of amendment

This amendment pertains to condition 2 only and does not affect the remainder of the approval or the adopted conditions of the Commission.

2) Revised Dedication Condition.

Prior to the extension of the date of surrender and abandonment (expiration date) the applicant shall record offers to dedicate open space lands specified in Condition Two. In each of the offers, the accepting agency shall include the City of Los Angeles or a private non-profit association acceptable to the Executive Director as specified in the revised condition. The expiration date of the interim offer to dedicate that applies to area E shall be extended an additional seven years, until May 21, 1994. Consistent with Condition Two, the applicant shall record offers to dedicate the areas where tracts have already been recorded, that is, offers pertaining to areas A, B, C, C-1, D and G. The offers shall be irrevocable for a period of twenty-one years from the date of recordation of the offers. These offers shall also reflect

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the change in possible accepting agencies in the revised Condition 2.

After the applicant records these changes in the offers to dedicate in a manner acceptable to the Executive Director, the expiration date of the permit (date of surrender and abandonment) shall be extended to May 21, 1994. If the process of dedication is not complete by that time the applicant shall abandon the permit.

Condition 2 as revised shall state:

2. Dedication. Within 10 days following the issuance of this permit, applicant and Palisades Resources, Inc. (a co-applicant) shall record offers to dedicate to the State of California, the City of Los Angeles, and/or a private, non-profit corporation acceptable to the Executive Director all of the property lying outside the urban limit line. Such offers shall be of a form and content approved in writing by the Executive Director. Such offers of dedication shall be irrevocable ~~for a period of 7 years~~ until May 21 1994 except in event of revocation of this permit. As final maps for the respective four tracts (noted below) are recorded, said offers shall be irrevocable as to specified parcels for 21 years thereafter and shall require dedication in fee of such specified parcels upon acceptance by the State of California or its agent. The offers of dedication shall contain the following provisions as to the parcels specified below:

- a. Canyon Park. Concurrent with the recordation of a final map for Tract 34923 and prior to construction of residential units on such tract, the applicant shall record an irrevocable offer to dedicate the full fee interest in approximately 120 acres of land in Santa Ynez Canyon north of the existing City park and west of Palisades Drive (Areas C and C-1 in Exhibit 2) With the exception of tax liens and the prior offer of dedication of such property to the City of Los Angeles Park Commission, the dedication shall be free of all prior liens and encumbrances. The applicant shall use best efforts to secure the waiver of the City Parks Commission to such prior offer of dedication. However to promote the most efficient and orderly operation and maintenance of these parklands, the applicant may withdraw the offer in favor of the State with regards only to the approximately 25 acres south of Avenida de la Montura (area C-1, Exhibit 4) and adjacent to the existing City park, provided that the City Park Commission accepts the dedication of area C-1 for operation as a City park.

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- b. Gateway. Concurrent with the recordation of a final map subdividing the Gateway Tract, Palisades Resources, Inc., shall record an irrevocable offer to dedicate the full fee interest in approximately 297 acres of land outside of the urban limit line on the Gateway tract established pursuant to condition 1 above (generally shown as areas A and B in Exhibits 2 and 5).
- c. Tract 31935. Within 30 days following the recordation of a final map subdividing tract 31935, the applicant shall record an irrevocable offer to dedicate the full fee interest in the approximately 386 acres adjoining the portion of Tract 31935 to be developed (shown as areas D and G in Exhibit 2).
- d. Tract 32184. Within 30 days following the recordation of the final map subdividing the final unit of Tract 32184 the applicant shall record an irrevocable offer to dedicate a full fee interest in the approximately 338 acres shown as area E in Exhibit 2.
- e. Permit Expiration. In the event the obligation of Palisades Resources, Inc., and applicant to dedicate all of the property lying outside the urban limit lines does not occur within seven (7) years after the issuance of this permit before May 21, 1994, applicant shall be obligated to surrender and abandon this permit upon expiration of such seven year period on May 22, 1994 and this permit shall have no further force or effect insofar as this permit pertains to any property not then subject to a final subdivision map.

IV. FINDINGS AND DECLARATIONS

The Commission finds and declares as follows:

A. Project Description and History

This amendment is a request to extend the automatic expiration date of a complex subdivision involving four tracts and approximately 1300 acres in the Santa Monica Mountains directly north of the developed portion of Pacific Palisades. Procedurally, this action is the seventh amendment of a series of amendments. The first amendment, 381-78A amended a permit allowing 600 units to allow 740 units on approximately 1300 acres in the Santa Monica Mountains. This action established an urban limit line, and included parks, open space dedications over approximately 1077 acres of mountainous terrain, streets, a trailhead, a commercial development and a church, and other improvements.

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Exh. b. + 21
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