

**CALIFORNIA COASTAL COMMISSION**

SOUTH CENTRAL COAST AREA  
89 SOUTH CALIFORNIA ST., SUITE 200  
VENTURA, CA 93001  
(805) 585-1800



# W15a

## ADDENDUM

**DATE:** August 12, 2013  
**TO:** Commissioners and Interested Parties  
**FROM:** South Central Coast District Staff  
**SUBJECT:** Agenda Item W15a, Application No. 4-12-002 (Krause), Wednesday, August 14, 2013

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The purpose of this addendum is to clarify the project description and to modify Special Condition 9 (Deed Restriction) to change the parcel identification of the lot with APN 4456-039-001.

Note: ~~Strikethrough~~ indicates text to be deleted from the July 23, 2013 staff report and underline indicates text to be added to the July 23, 2013 staff report.

- 1.) The Project Description on pages 1, 11, and 16 of the staff report describing the retaining wall shall be modified as follows (changing description of the retaining wall length from 112 ft. to 114 ft.):

Page 1: Construct a secondary 108 ft. long x 10-20 ft. wide driveway, a 68 ft. long x 5 ft. wide multi-use public trail and trail signage, a ~~112~~ 114 ft. long retaining wall varying in height from 3 ft. to 8 ft., and 341 cu. yds. of grading (319 cu. yds. cut & 22 cu.yds. fill).

Page 11: The applicants propose to construct a secondary 108 ft. long x 10-20 ft. wide driveway, a 68 ft. x 5 ft. multi-use public trail and trail signage, a ~~112~~ 114 ft.-long retaining wall varying in height from 3 to 8 feet, and 341 cu.yds. of grading (319 cu.yds. cut and 22 cu.yds. fill) on a vacant parcel "Krause parcel" (APN 4456-023-045).

Page 16: The proposed retaining wall to support the concrete driveway improvements will be ~~112~~ 114 ft.-long and will vary in height from 3 to 8 feet.

- 2.) Special Condition 9 on Pages 10-11 of the report shall be modified as follows:

### 9. Deed Restriction

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit to the Executive Director for review and approval documentation demonstrating that the applicant has executed and recorded against the parcel(s) governed by this permit (Lot 29 of Tract 10423 and ~~Lot 17 of Tract 9372~~ the area described by the County Assessor's office as Assessor's Parcel Number 4456-039-001) a deed restriction, in a form and content acceptable to the Executive Director:...

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# W15a

Filed: 3/23/13  
180th Day: 9/19/13  
Staff: A.G.  
Staff Report: 7/25/13  
Hearing Date: 8/14/13

## STAFF REPORT: REGULAR CALENDAR

**Application No.:** 4-12-002

**Applicant:** Daniel and Kate Krause

**Agent:** Shelley Coulson

**Project Location:** 832 Wonder View Drive, Calabasas, Santa Monica Mountains  
(APNs 4456-023-045 and 4456-039-001)

**Project Description:** Construct a secondary 108 ft. long x 10-20 ft. wide driveway, a 68 ft. long x 5 ft. wide multi-use public trail and trail signage, a 112 ft. long retaining wall varying in height from 3 ft. to 8 ft., and 341 cu. yds. of grading (319 cu. yds. cut & 22 cu.yds. fill)

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## SUMMARY OF STAFF RECOMMENDATION

Staff recommends **approval** of the proposed development with conditions.

The standard of review for the proposed project is the Chapter Three policies of the Coastal Act. In addition, the policies of the certified Malibu – Santa Monica Mountains Land Use Plan (LUP) serve as guidance. Following is a summary of the main issues raised by the project and how they are resolved by staff's recommendation:

- **PUBLIC ACCESS.** The applicant has dedicated a public hiking and equestrian trail easement to Los Angeles County to provide a trail connection from Wonder View Drive to a trail easement held by Los Angeles County on the adjacent parcel to the east. The applicant proposes to construct a clearly delineated hiking and equestrian trail path out of decomposed granite and proposes to install trail signage.
- **VISUAL RESOURCES.** The proposed structure will be visible from public viewing areas and may adversely impact visual resources. There are no siting or design alternatives that would avoid or significantly reduce visual impacts. The project is conditioned to minimize the visual impact by requiring the retaining wall structure to be finished in a color consistent with the surrounding landscape, by the use of native landscaping, and by limiting night lighting.

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## **APPENDICES**

### **Appendix 1 Substantive File Documents**

## **EXHIBITS**

- Exhibit 1. Vicinity Map
- Exhibit 2. Parcel Map
- Exhibit 3. Site Plan
- Exhibit 4. Preliminary Grading Plan
- Exhibit 5. 5 ft. Trail Easement
- Exhibit 6. Trail Easement Amendment
- Exhibit 7. LA County Approval of Driveway Encroachment
- Exhibit 8. Draft ingress and egress easement
- Exhibit 9. LA County Approval of Yard Modification

**LOCAL APPROVALS RECEIVED:** County of Los Angeles Department of Regional Planning, Approval in Concept, dated 3/17/11; County of Los Angeles Department of Regional Planning, Yard Modification Request No. RPP 20110071, dated 3/7/11; County of Los Angeles Department of Parks and Recreation, Approval of Trail Easement Encroachment, dated 12/7/10.

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## **I. MOTION AND RESOLUTION**

The staff recommends that the Commission adopt the following resolution:

### **Motion:**

*I move that the Commission approve Coastal Development Permit No.4-12-002 pursuant to the staff recommendation.*

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:**

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

## II. STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

## III. SPECIAL CONDITIONS

### 1. Plans Conforming to Geotechnical Engineer's Recommendations

By acceptance of this permit, the applicant agrees to comply with the recommendations contained in all of the geology, geotechnical, and/or soils reports referenced as Substantive File Documents. These recommendations, including recommendations concerning foundations and drainage, shall be incorporated into all final design and construction plans, which must be reviewed and approved by the consultant prior to commencement of development.

The final plans approved by the consultant shall be in substantial conformance with the plans approved by the Commission relative to construction, grading, and drainage. Any substantial changes in the proposed development approved by the Commission that may be required by the consultant shall require amendment(s) to the permit(s) or new Coastal Development Permit(s).

### 2. Assumption of Risk, Waiver of Liability and Indemnity

By acceptance of this permit, the applicant acknowledges and agrees (i) that the site may be subject to hazards from wildfire and erosion; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; and (iv) to indemnify and hold harmless the Commission, its officers, agents, and

employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any injury or damage due to such hazards.

### 3. Permanent Drainage and Polluted Runoff Control Plan

A. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit for the review and approval of the Executive Director, two (2) copies of a final Drainage and Runoff Control Plan, including supporting calculations. The plan shall be prepared by a qualified licensed professional and shall incorporate Best Management Practices (BMPs) including site design and source control measures designed to control pollutants and minimize the volume and velocity of stormwater and dry weather runoff leaving the developed site. In addition to the specifications above, the qualified licensed professional shall certify in writing that the final Drainage and Runoff Control Plan is in substantial conformance with the following minimum requirements:

(1) The plans incorporate long-term post-construction Best Management Practices (BMPs) that protect water quality and minimize increases in runoff volume and rate. Structural treatment control is generally unnecessary for Minor category projects. BMPs should be prioritized in the following manner:

a. Site Design BMPs: Project design features that reduce the creation or severity of potential pollutant sources, or reduce the alteration of the project site's natural stormwater flow regime. Examples are minimizing impervious surfaces, preserving native vegetation, and minimizing grading.

b. Source Control BMPs: Methods that reduce potential pollutants at their sources and/or avoid entrainment of pollutants in runoff, including schedules of activities, prohibitions of practices, maintenance procedures, managerial practices, or operational practices. Examples are covering outdoor storage areas, use of efficient irrigation, and minimizing the use of landscaping chemicals.

Projects shall incorporate Low Impact Development (LID) techniques in order to minimize stormwater quality and quantity impacts from development, unless a credible and compelling explanation is provided as to why such features are not feasible and/or appropriate. LID strategies use small-scale integrated and distributed management practices, including minimizing impervious surfaces, infiltrating stormwater close to its source, and preservation of permeable soils and native vegetation.

(2) Landscaping materials shall consist primarily of non-invasive, native species, and other low-maintenance plant selections which have low water and chemical treatment demands consistent with **Special Condition 5, Landscaping Plans**. An efficient irrigation system designed based on hydrozones and utilizing drip emitters or micro-sprays or other efficient design shall be utilized for any landscaping requiring water application.

(3) All slopes shall be stabilized in accordance with provisions contained in the Landscaping and/or Erosion and Sediment Control Conditions for this Coastal Development Permit.

(4) Runoff shall be conveyed off site in a non-erosive manner. Energy dissipating measures shall be installed in critical locations.

- (5) Should any of the project's surface or subsurface drainage/filtration structures or other BMPs fail or result in increased erosion, the applicant/landowner or successor-in-interest shall be responsible for any necessary repairs to the drainage/filtration system or BMPs and restoration of the affected area. Should repairs or restoration become necessary, prior to the commencement of such repair or restoration work, the applicant shall submit a repair and restoration plan to the Executive Director to determine if an amendment or new coastal development permit is required to authorize such work.
- B. The final Drainage and Runoff Control Plan shall be in conformance with the site/development plans approved by the Coastal Commission. Any necessary changes to the Coastal Commission approved site/development plans required by a qualified, licensed professional shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.

#### **4. Interim Erosion Control Plans and Construction Responsibilities**

- A. PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit to the Executive Director an Interim Erosion Control and Construction Best Management Practices Plan, prepared by a qualified, licensed professional. The qualified, licensed professional shall certify in writing that the Interim Erosion Control and Construction Best Management Practices (BMPs) plan are in conformance with the following requirements:
  1. Erosion Control Plan
    - (a) 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. The natural areas on the site shall be clearly delineated on the plan and on-site with fencing or survey flags.
    - (b) Include a narrative report describing all temporary run-off and erosion control measures to be used during construction.
    - (c) The plan shall identify and delineate on a site or grading plan the locations of all temporary erosion control measures.
    - (d) The plan shall specify that should grading take place during the rainy season (November 1 – March 31) the applicant shall install or construct temporary sediment basins (including debris basins, desilting basins or silt traps); temporary drains and swales; sand bag barriers; silt fencing; stabilize any stockpiled fill with geofabric covers or other appropriate cover; install geotextiles or mats on all cut or fill slopes; and close and stabilize open trenches as soon as possible. Basins shall be sized to handle not less than a 10 year, 6 hour duration rainfall intensity event.
    - (e) The erosion control measures shall be required on the project site prior to or concurrent with the initial grading operations and maintained throughout the development process to minimize erosion and sediment from runoff waters during construction. All sediment should be retained on-site, unless removed to an appropriate, approved dumping location either outside of the coastal zone or within the coastal zone to a site permitted to receive fill.

- (f) The plan shall also include temporary erosion control measures should grading or site preparation cease for a period of more than 30 days, including but not limited to: stabilization of all stockpiled fill, access roads, disturbed soils and cut and fill slopes with geotextiles and/or mats, sand bag barriers, silt fencing; temporary drains and swales and sediment basins. The plans shall also specify that all disturbed areas shall be seeded with native grass species and include the technical specifications for seeding the disturbed areas. These temporary erosion control measures shall be monitored and maintained until grading or construction operations resume.
- (g) All temporary, construction related erosion control materials shall be comprised of bio-degradable materials (natural fiber, not photo-degradable plastics) and must be removed when permanent erosion control measures are in place. Bio-degradable erosion control materials may be left in place if they have been incorporated into the permanent landscaping design.

## 2. Construction Best Management Practices

- (a) No demolition or construction materials, debris, or waste shall be placed or stored where it may enter sensitive habitat, receiving waters or a storm drain, or be subject to wave, wind, rain, or tidal erosion and dispersion.
- (b) No demolition or construction equipment, materials, or activity shall be placed in or occur in any location that would result in impacts to environmentally sensitive habitat areas, streams, wetlands or their buffers.
- (c) Any and all debris resulting from demolition or construction activities shall be removed from the project site within 24 hours of completion of the project.
- (d) Demolition or construction debris and sediment shall be removed from work areas each day that demolition or construction occurs to prevent the accumulation of sediment and other debris that may be discharged into coastal waters.
- (e) All trash and debris shall be disposed in the proper trash and recycling receptacles at the end of every construction day.
- (f) The applicant shall provide adequate disposal facilities for solid waste, including excess concrete, produced during demolition or construction.
- (g) Debris shall be disposed of at a permitted disposal site or recycled at a permitted recycling facility. If the disposal site is located in the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place unless the Executive Director determines that no amendment or new permit is legally required.
- (h) All stock piles and construction materials shall be covered, enclosed on all sides, shall be located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil.
- (i) Machinery and equipment shall be maintained and washed in confined areas specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems.
- (j) The discharge of any hazardous materials into any receiving waters shall be prohibited.

- (k) Spill prevention and control measures shall be implemented to ensure the proper handling and storage of petroleum products and other construction materials. Measures shall include a designated fueling and vehicle maintenance area with appropriate berms and protection to prevent any spillage of gasoline or related petroleum products or contact with runoff. The area shall be located as far away from the receiving waters and storm drain inlets as possible.
- (l) Best Management Practices (BMPs) and Good Housekeeping Practices (GHPs) designed to prevent spillage and/or runoff of demolition or construction-related materials, and to contain sediment or contaminants associated with demolition or construction activity, shall be implemented prior to the on-set of such activity
- (m) All BMPs shall be maintained in a functional condition throughout the duration of construction activity.

B. The final Interim Erosion Control and Construction Best Management Practices Plan shall be in conformance with the site/ development plans approved by the Coastal Commission. Any necessary changes to the Coastal Commission approved site/development plans required by a qualified, licensed professional shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is required.

## **5. Landscaping Plans**

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit two sets of landscaping plans, prepared by a licensed landscape architect or a qualified resource specialist. The consulting landscape architect or qualified landscape professional shall certify in writing that the final landscaping plans are in conformance with the following requirements:

### **A) Landscaping Plan**

- (1) All graded & disturbed areas on the subject site shall be planted and maintained for erosion control purposes immediately upon completion of construction. To minimize the need for irrigation all landscaping shall consist primarily 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 February 5, 1996. All native plant species shall be of local genetic stock. No plant species listed as problematic and/or invasive by the California Native Plant Society (<http://www.CNPS.org/>), the California Invasive Plant Council (formerly the California Exotic Pest Plant Council) (<http://www.cal-ipc.org/>), or as may be identified from time to time by the State of California shall be employed or allowed to naturalize or persist on the site. No plant species listed as a “noxious weed” by the State of California or the U.S. Federal Government shall be utilized within the property.
- (2) 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. All native plant species shall be of local genetic stock. Such planting shall be adequate to provide 90 percent coverage within two (2) years, and this requirement shall apply to all disturbed soils;

- (3) Plantings will be maintained in good growing condition throughout the life of the project and, whenever necessary, shall be replaced with new plant materials to ensure continued compliance with applicable landscape requirements;
- (4) Rodenticides containing any anticoagulant compounds (including, but not limited to, Warfarin, Brodifacoum, Bromadiolone or Diphacinone) shall not be used.

#### **B) Conformance with Coastal Commission Approved Site/Development Plans**

The Permittee shall undertake development in accordance with the final Landscape Plans. The final Landscape Plans shall be in conformance with the site/development plans approved by the Coastal Commission. Any changes to the Coastal Commission approved site/development plans shall be reported to the Executive Director. No changes to the Coastal Commission approved final site/development plans shall occur without an amendment to the coastal development permit, unless the Executive Director determines that no amendment is legally required.

#### **C) Monitoring**

Three years from completion of project construction the applicant shall submit to 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 requirements specified in this condition, the applicant, or successors in interest, shall submit, within 30 days of the date of the monitoring report, a revised or supplemental landscape plan, certified by a licensed Landscape Architect or a qualified Resource Specialist, that specifies additional or supplemental landscaping measures to remediate those portions of the original plan that have failed or are not in conformance with the original approved plan. This remedial landscaping plan shall be implemented within 30 days of the date of the final supplemental landscaping plan and remedial measures shall be repeated as necessary to meet the requirements of this condition.

### **6. Structural Appearance**

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit for the review and approval of the Executive Director, a color palette and material specifications for all structures authorized by the approval of this Coastal Development Permit. The palette samples shall be presented in a format not to exceed 8½" x 11" x ½" in size. The palette shall include the colors proposed for the driveway and retaining wall authorized by this permit. Acceptable colors shall be limited to colors compatible with the surrounding

environment (earth tones) including shades of green, brown and gray with no white or light shades and no bright tones.

The approved structures shall be colored with only the colors and materials authorized pursuant to this special condition. Alternative colors or materials for future repainting or resurfacing may only be applied to the structures authorized by this Coastal Development Permit if such changes are specifically authorized by the Executive Director as complying with this special condition.

## **7. Lighting Restriction**

- A. The only outdoor night lighting allowed on the subject parcel is limited to the following:
- (1) The minimum necessary to light the driveway. This lighting shall be limited to fixtures that do not exceed two feet in height above finished grade, are directed downward and generate the same or less lumens equivalent to those generated by a 60 watt incandescent bulb, unless a greater number of lumens is authorized by the Executive Director.
  - (2) Security lighting shall be controlled by motion detectors and is limited to same or less lumens equivalent to those generated by a 60-watt incandescent bulb.
  - (3) The minimum necessary to light the entry area to the driveway with the same or less lumens equivalent to those generated by a 60-watt incandescent bulb.
- B. No lighting around the perimeter of the site and no lighting for aesthetic purposes is allowed.

## **8. Future Development Restriction**

This permit is only for the development described in this Coastal Development Permit. Pursuant to Title 14 California Code of Regulations Section 13253(b)(6), the exemptions otherwise provided in Public Resources Code Section 30610(b) shall not apply to any of the development governed by this permit. Accordingly, any future improvements to any portion of the development governed by this permit, including but not limited to the driveway, retaining wall, and trail, shall require an amendment to this Coastal Development Permit from the Commission or shall require an additional coastal development permit from the Commission or from the applicable certified local government.

## **9. Deed Restriction**

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit to the Executive Director for review and approval documentation demonstrating that the applicant has executed and recorded against the parcel(s) governed by this permit (Lot 29 of Tract 10423 and Lot 17 of Tract 9372) a deed restriction, in a form and content acceptable to the Executive Director: (1) indicating that, pursuant to this permit, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property; and (2) imposing the Special Conditions of this permit as covenants, conditions and restrictions on the use and enjoyment of the Property. The deed restriction shall include a legal description of the entire parcel or parcels governed by this permit. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this permit shall continue to restrict the use and enjoyment of the subject property so long as either this permit or

the development it authorizes, or any part, modification, or amendment thereof, remains in existence on or with respect to the subject property.

#### **10. Removal of Excavated Material**

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall provide evidence to the Executive Director of the location of the disposal site for all excess excavated material from the site. If the disposal site is located in the Coastal Zone, the disposal site must have a valid coastal development permit for the disposal of fill material. If the disposal site does not have a coastal permit, such a permit will be required prior to the disposal of material.

#### **11. Proof of Legal Authorization from adjacent property owner**

PRIOR TO COMMENCEMENT OF DEVELOPMENT, the applicants shall provide evidence to the Executive Director that the applicants have received formal legal authorization, in a form and content acceptable to the Executive Director, from the adjacent property owners for use of the adjacent parcel (the parcel immediately east of the vacant Krause Parcel (APN 4456-023-045) and immediately south of the residential Krause parcel (APN 4456-039-001)) for the portion of development proposed to be located across the adjacent parcel and for ingress and egress.

#### **12. Public Trail Access**

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit for the review and approval of the Executive Director, two (2) copies of a public trail signage plan, prepared in coordination with Los Angeles County. The signage plan shall indicate the location, types, sizes, and text of the signs and shall indicate the availability for public use of all portions of the trail on the subject site. The applicant, in coordination with Los Angeles County, shall install the signage and maintain the signage for the life of the project. The trail signs must explicitly state that the trail is a public trail. Additionally, at no time shall the trail be closed to the public and at no time shall any structures be placed on or near the trail that would inhibit or block public access, including the portion of the trail across the driveway. All signage shall be installed within 180 days of issuance of the coastal development permit unless additional time is granted by the Executive Director for good cause.

### **IV. FINDINGS AND DECLARATIONS**

The Commission hereby finds and declares:

#### **A. PROJECT DESCRIPTION AND BACKGROUND**

The applicants propose to construct a secondary 108 ft. long x 10-20 ft. wide driveway, a 68 ft. x 5 ft. multi-use public trail and trail signage, a 112 ft.-long retaining wall varying in height from 3 to 8 feet, and 341 cu.yds. of grading (319 cu.yds. cut and 22 cu.yds. fill) on a vacant parcel “Krause parcel” (APN 4456-023-045). The new driveway will allow access to an existing single-family residence on an adjacent parcel, owned by the applicants, located at 832 Wonder View Dr., Calabasas, unincorporated Los Angeles County (APN 4456-039-001). The existing single-

family residence at 832 Wonder View Drive does not have direct street frontage and the existing driveway for access to the residence is narrow and located between two other residences (Exhibits 1-4). The applicants have indicated that the width of the existing driveway makes accessing the existing residence difficult, particularly for large vehicles including Fire Department or other public safety vehicles.

The subject 4,160 sq. ft. parcel is located just east of the Monte Nido small lot subdivision on the corner of Wonder View Drive and Cold Canyon Road (Exhibits 1-2). The site is located on the south flank of a northeast trending canyon within the north central portion of the Santa Monica Mountains. The site consists of a hillside with ascending slopes from the subject site towards Cold Canyon Road and descending slopes towards Wonder View Drive. This project site is situated among single family residences on all sides and is not considered to be an environmentally sensitive habitat area (ESHA) because there is little to no existing native vegetation on the site and the parcel is located within the fuel modification zones of adjacent residences. Although one oak tree is located in the project vicinity on the adjacent property, an oak tree report submitted by the applicant confirms that the proposed driveway improvements are proposed to be located more than 5 feet from the oak tree dripline.

The proposed driveway, retaining wall, public trail, and trail signage is proposed to be constructed on the vacant Krause parcel (currently known as APN 4456-023-045 and formerly known as APN 4456-023-001) owned by the applicants on the corner of Wonder View Drive and Cold Canyon Road (Exhibit 3). The driveway will cross the vacant Krause parcel in a general west to east direction from Wonder View Drive and will curve towards the north, across a corner of the adjacent property, immediately east of the vacant Krause Parcel (APN 4456-023-045) and immediately south of the residential Krause parcel (APN 4456-039-001) (over which Los Angeles County Department of Parks and Recreation holds a trail easement), and connect with the applicants' existing driveway to access the single family residence at 832 Wonder View Drive. The existing residence was constructed pursuant to CDP 4-92-065, CDP 4-92-065-A1 and CDP 4-92-065-A2.

Additionally, the proposed public trail will be constructed across the northern part of the vacant Krause parcel (APN 4456-023-045) and run west to east, parallel to the proposed driveway. The trail will overlap the new proposed driveway at the point the driveway curves towards the north, across a corner of the adjacent property and the trail turns to the northeast. (Exhibits 3-4). The new multi-use 5 ft. wide public trail is proposed to be constructed out of decomposed granite. The driveway is proposed to be concrete, with the exception of the 5-ft. wide section composed of decomposed granite where the trail and driveway overlap. The applicants propose to clearly mark the trail with signage for use as a public hiking and equestrian trail (Exhibit 3). One sign is proposed to be located on the trail easement fronting Wonder View Drive and one sign is proposed to be located at the transition of the trail onto the adjacent property. The trail path is proposed to be constructed of decomposed granite along the segment overlapping the driveway on the adjacent parcel in order to match the trail path surface proposed for the trail on the corner Krause parcel. The proposed new 5 f.t. wide trail over the corner Krause lot and over the new proposed driveway will connect to the existing Los Angeles County multi-use hiking and equestrian trail on the adjacent property to the east (Exhibits 3 and 4).

The 5 ft. wide x 68 ft. long trail easement located on the corner Krause parcel was granted by Krause to the Los Angeles County Department of Parks and Recreation and recorded on October

7, 2010 (Exhibits 5 and 6). In return for that easement, Los Angeles County granted approval to Krause on December 7, 2010 to allow the new proposed driveway to overlap the trail easement held by Los Angeles County on the adjacent parcel (Exhibit 7). Further, the applicants' intent is to have the owner of the adjacent property record an easement for ingress and egress over a portion of the adjacent burdened property (where LA County holds an existing equestrian and hiking trail easement), to allow the applicants to construct the proposed driveway to access the residence at 832 Wonder View Drive (Exhibit 8). However, the applicant has not yet provided evidence of the legal right to access the adjacent parcel and has stated that the intent is to provide such documentation after all project approvals are obtained for the proposed project. Therefore, Special Condition 11, explained below, requires the applicants to provide evidence of the legal ability to construct the proposed project partly on the adjacent parcel.

## **B. PAST COMMISSION ACTION**

In 1992, the Commission approved Coastal Development Permit (CDP) No. 4-92-065 (Edelson) for construction of a 5,700 sq. ft. single family residence with a sewage disposal system, and approximately 1,400 cu. yds. of grading at 832 Wonder View Road. Conditions of approval required plans conforming to geologic recommendations, landscaping and erosion control plans, a future improvements deed restrictions, and oak tree mitigation. In 1994, the Commission approved CDP No. 4-92-065-A1 (Edelson) for construction of a pool, spa, and landscaping on the northern side of the residence. The condition of approval for that permit required a landscaping plan. Additionally, in 1995, the Commission approved 4-92-065-A2, for restoration due to unpermitted grading on a trail easement, involving approximately 30 cubic yards of fill to restore the slope, and modification of perimeter walls, landscaping, and hardscaping adjacent to the residence at 832 Wonder View Drive. Conditions of approval of that CDP included a restoration plan and a monitoring program. The proposed driveway, retaining wall, and trail will be located on the same parcel that was the subject of the restoration plan (per CDP 4-92-065-A2).

## **C. HAZARDS AND GEOLOGIC STABILITY**

Section 30253 of the Coastal Act states, in pertinent part, that 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, instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs.*

The proposed development is located in the Malibu/Santa Monica Mountains area, an area historically subject to significant natural hazards including, but not limited to, landslides, erosion, flooding and wild fire. The submitted geology, geotechnical, and/or soils reports referenced as Substantive File Documents conclude that the project site is suitable for the proposed project based on the evaluation of the site's geology in relation to the proposed development. The reports contain recommendations to be incorporated into the project plans to

ensure the stability and geologic safety of the proposed project, the project site, and the adjacent properties. To ensure stability and structural integrity and to protect the site and the surrounding sites, the Commission requires the applicant to comply with the recommendations contained in the applicable reports, to incorporate those recommendations into all final design and construction plans, and to obtain the geotechnical consultant's approval of those plans prior to the commencement of construction.

Additionally, to minimize erosion and ensure stability of the project site, the project must include adequate drainage and erosion control measures. In order to achieve these goals, the Commission requires the applicant to submit drainage and interim erosion control plans certified by the geotechnical engineer.

Further, the Commission finds that, for the project to ensure stability and avoid contributing significantly to erosion, all slopes and disturbed areas of the subject site must be landscaped, primarily with native plants, to stabilize disturbed soils and reduce erosion resulting from the development.

Although the conditions described above render the project sufficiently stable to satisfy the requirements of Section 30253, no project is wholly without risks. Due to the fact that the proposed project is located in an area subject to an extraordinary potential for damage or destruction from natural hazards, including wildfire and erosion, those risks remain substantial here. If the applicant nevertheless chooses to proceed with the project, the Commission requires the applicant to assume the liability from these associated risks. Through the assumption of risk condition, the applicant acknowledges the nature of the fire and/or geologic hazard that exists on the site and that may affect the safety of the proposed development.

The following special conditions are required, as determined in the findings above, to assure the project's consistency with Section 30253 of the Coastal Act and as a response to the risks associated with the project:

- Special Condition 1: Plans Conforming to Geotechnical Engineer's Recommendations
- Special Condition 2: Assumption of Risk, Waiver of Liability and Indemnity
- Special Condition 3: Drainage and Polluted Runoff Control Plans
- Special Condition 4: Interim Erosion Control
- Special Condition 5: Landscaping Plans
- Special Condition 10: Removal of Excavated Material

For the reasons set forth above, the Commission finds that, as conditioned, the proposed project is consistent with Section 30253 of the Coastal Act.

#### **D. WATER QUALITY**

Section 30231 of the Coastal Act states that:

*The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where*

*feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of ground water supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protect riparian habitats, minimizing alteration of natural streams.*

The Commission recognizes that new development in the Santa Monica Mountains has the potential to adversely impact coastal water quality and aquatic resources because changes such as the removal of native vegetation, the increase in impervious surfaces, and the introduction of new residential uses cause increases in runoff, erosion, and sedimentation, reductions in groundwater recharge, and the introduction of pollutants such as petroleum, cleaning products, pesticides, and other pollutants, as well as effluent from septic systems.

The proposed development will result in an increase in impervious surfaces, which leads to an increase in the volume and velocity of stormwater runoff that can be expected to leave the site and eventually be discharged to coastal waters, including streams, wetlands, and estuaries. The pollutants commonly found in runoff associated with a driveway can reduce the biological productivity and the quality of such waters and thereby reduce optimum populations of marine organisms and have adverse impacts on human health.

Therefore, in order to minimize the potential for such adverse impacts to water quality and aquatic resources resulting from runoff both during construction and in the post-development stage, the Commission requires the incorporation of Best Management Practices designed to control the volume, velocity and pollutant load of stormwater and dry weather flows leaving the developed site, including: 1) site design, source control and/or treatment control measures; 2) implementing erosion sediment control measures during construction and post construction; and 3) revegetating all graded and disturbed areas with primarily native landscaping.

The following special conditions are required, as determined in the findings above, to assure the project's consistency with Section 30231 of the Coastal Act:

- Special Condition 3: Permanent Drainage and Polluted Runoff Control Plans
- Special Condition 4: Interim Erosion Control Plans and Construction Responsibilities
- Special Condition 5: Landscaping Plans

Therefore, the Commission finds that the proposed project, as conditioned, is consistent with Section 30231 of the Coastal Act.

## **E. VISUAL RESOURCES**

Section 30251 of the Coastal Act states:

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

The subject parcel is located just east of the Monte Nido small lot subdivision on the corner of Wonder View Drive and Cold Canyon Road (Exhibits 1-2). The site is located on the south flank of a northeast trending canyon within the north central portion of the Santa Monica Mountains. The site consists of a hillside with ascending slopes from the subject site towards Cold Canyon Road and descending slopes towards Wonder View Drive. This project site is situated among single family residences on all sides. Development of the proposed driveway and retaining wall raises two issues regarding the siting and design: (1) whether or not public views from public roadways will be adversely affected; or, (2) whether or not public views from public lands and trails will be affected.

The proposed retaining wall to support the concrete driveway improvements will be 112 ft.-long and will vary in height from 3 to 8 feet. The retaining wall will be located downslope from Cold Canyon Road. The proposed siting and design minimizes the amount of grading and landform alteration necessary for the project and there are no siting alternatives where the driveway and retaining wall would not be visible from public viewing areas. Further, the proposed development will be compatible with the character of the surrounding residential area, as the proposed driveway is located on a lot that is surrounded by a residential subdivision.

Even with landscaping, the proposed development will be unavoidably visible from public viewing areas. The Commission has considered siting and design alternatives that would avoid or reduce any impacts to visual resources. There is no feasible alternative whereby the structures would not be visible from public viewing areas. To minimize the visual impacts associated with development of the project site, the Commission requires: that the retaining wall be finished in a color consistent with the surrounding natural landscape; use of appropriate, adequate, and timely planting of native landscaping; and a limit on night lighting of the site to protect the nighttime rural character of this portion of the Santa Monica Mountains.

In recognition that future development on the site, that might otherwise be exempt, has the potential to impact scenic and visual resources of the area, the Commission requires that any future improvements on the subject property shall be reviewed by the Commission for consistency with the resource protection policies of the Coastal Act through a coastal development permit.

Additionally, the Commission requires the applicant to record a deed restriction that imposes the terms and conditions of this permit as restrictions on use and enjoyment of the property and provides any prospective purchaser of the site with recorded notice that the restrictions are imposed on the subject property.

The following special conditions are required to assure the project's consistency with Section 30251 of the Coastal Act:

- Special Condition 5: Landscaping and Fuel Modification Plans
- Special Condition 6: Structural Appearance
- Special Condition 7: Lighting Restriction

Special Condition 8: Future Development Restriction  
Special Condition 9: Deed Restriction

For the reasons set forth above, the Commission finds that the proposed project, as conditioned, is consistent with Section 30251 of the Coastal Act.

#### **F. PUBLIC ACCESS**

Coastal Act Section 30210 states:

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

Coastal Act Section 30212.5 states:

*Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area.*

Coastal Act Section 30213 states:

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

Coastal Act Section 30223 states:

*Upland areas necessary to support coastal recreational uses shall be reserved for such uses, where feasible.*

Coastal Act Section 30252 states:

*The location and amount of new development should maintain and enhance public access to the coast by...(6) assuring that the recreational needs of new residents will not overload nearby coastal recreation areas by correlating the amount of development with local park acquisition and development plans with the provision of onsite recreational facilities to serve the new development.*

The Coastal Act mandates that maximum public access and recreational opportunities be provided and that development not interfere with the public's right to access the coast. Additionally, the Coastal Act mandates that lower cost visitor and recreational facilities, such as public hiking and equestrian trails, shall be protected, encouraged, and provided, where feasible.

In the Malibu/Santa Monica Mountains area, the existing system of heavily used historic trails located on private property has been adversely impacted by the conversion of open lands to housing. In an effort to preserve and formalize the public's right to use these trails, Los Angeles County adopted the Riding and Hiking Trails Master Plan for the Santa Monica Mountains, which is adopted by ordinance into the highway element of the County's 1982 General Management Plan for the Santa Monica Mountains National Recreation Area as updated in 1984 as the Land Protection Plan. The trail system is mapped as part of the 1986 certified Land Use Plan (LUP) for the Malibu/Santa Monica Mountains Area, a component of the County's Local Coastal Program. This trail system has become an important and commonly used recreational asset and a means of providing access to and links between natural, scenic, and recreational areas in the mountains.

The applicants propose to construct a secondary driveway to provide access to an existing single family residence, as described in detail above. The proposed driveway would cross an existing public (Los Angeles County) riding and hiking trail which has the potential to result in significant adverse impacts to public access and recreation opportunities. The driveway crossing over the trail has the potential to cause user conflicts that would reduce the public's use of the trail. For instance, the placement of the driveway could cause the overlapping area of the trail to appear that it is solely private development and no longer a public trail area. Additionally, a concrete surface can be an unsuitable footing for horses and riders to cross. In order to ensure that impacts to public access and recreation are minimized, staff worked with the applicants to incorporate measures into the project description, including the use of a permeable, decomposed granite surface where the trail and driveway overlap and to incorporate signage to clearly delineate the trail. The applicant also provided a public trail easement to Los Angeles County across the vacant Krause parcel and they propose, as part of this project, to construct a connecting trail segment within that easement.

As part of the project, the applicant proposes to construct a public trail across the northern part of the vacant Krause parcel (APN 4456-023-045) that will run west to east, parallel to the proposed driveway. The trail will overlap the new proposed driveway at the point the driveway curves towards the north, across a corner of the adjacent property, and the trail turns to the northeast connecting with an existing trail system. (Exhibits 3-4). The new multi-use 5 ft. wide public trail is proposed to be constructed out of decomposed granite and clearly marked with trail signage for use as a public hiking and equestrian trail (Exhibit 3). One sign is proposed to be located on the trail easement fronting Wonder View Drive and one sign is proposed to be located at the transition of the trail onto the adjacent property. The trail path is proposed to be constructed of decomposed granite along the segment overlapping the driveway on the adjacent parcel in order to match the trail path surface proposed for the trail on the corner Krause parcel. The proposed new 5 f.t. wide trail over the corner Krause lot and over the new proposed driveway will connect to the existing Los Angeles County multi-use hiking and equestrian trail on the adjacent property (Exhibits 3 and 4).

The 5 ft. wide x 68 ft. long trail easement located on the corner Krause parcel was granted by Krause to Los Angeles County Department of Parks and Recreation and recorded on October 7, 2010 (Exhibits 5 and 6). In return for that easement, Los Angeles County granted approval to Krause on December 7, 2010 to allow the new proposed driveway to overlap the trail easement held by Los Angeles County on the adjacent parcel (Exhibit 7). Further, the applicants' intent is to have the owner of the adjacent property record an easement for ingress and egress over a

portion of the adjacent burdened property (where LA County holds an existing equestrian and hiking trail easement), to allow the applicants to construct the proposed driveway to access the residence at 832 Wonder View Drive (Exhibit 8). However, the applicant has not yet provided evidence of the legal right to access the adjacent parcel and has stated that the intent is to provide such documentation after all project approvals are obtained for the proposed project. Therefore, **Special Condition 11** requires the applicants to provide evidence of the legal ability to construct the proposed project partly on the adjacent parcel (immediately east of the vacant Krause Parcel (APN 4456-023-045) and immediately south of the residential Krause parcel (APN 4456-039-001)) for ingress and egress purposes prior to commencement of construction. Further, **Special Condition 12** is required in order to ensure that trail signage explicitly states that the trail is a public trail. Additionally, **Special Condition 12** provides that at no time shall the trail be closed to the public and at no time shall any structures be placed on or near the trail, including the portion of the trail across the driveway, that would inhibit or block public access.

The Commission therefore finds that the proposed project, as conditioned, is consistent with Sections 30210, 30212.5, 30213, 30223, and 30252 of the Coastal Act.

#### **G. LOCAL COASTAL PROGRAM (LCP) PREPARATION**

Section 30604(a) of the Coastal Act states that:

*a) Prior to certification of the local coastal program, a coastal development permit shall be issued if the issuing agency, or the commission on appeal, finds that the proposed development is in conformity with the provisions of Chapter 3 (commencing with Section 30200) of this division and that the permitted development will not prejudice the ability of the local government to prepare a local coastal program that is in conformity with the provisions of Chapter 3 (commencing with Section 30200).*

Section 30604(a) of the Coastal Act provides that the Commission shall issue a Coastal Development Permit only if the project will not prejudice the ability of the local government having jurisdiction to prepare a Local Coastal Program, which conforms to Chapter 3 policies of the Coastal Act. The preceding sections provide findings that the proposed projects will be in conformity with the provisions of Chapter 3 if certain conditions are incorporated into the projects and are accepted by the applicant. As conditioned, the proposed development will avoid or minimize adverse impacts and is found to be consistent with the applicable policies contained in Chapter 3. The following special conditions are required to assure the project's consistency with Section 30604 of the Coastal Act:

#### **Special Conditions 1 through 12**

Therefore, the Commission finds that approval of the proposed development, as conditioned, will not prejudice the County of Los Angeles' ability to prepare a Local Coastal Program for this area which is also consistent with the policies of Chapter 3 of the Coastal Act, as required by Section 30604(a).

## **H. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

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

The Commission incorporates its findings on Coastal Act consistency at this point as if set forth in full. These findings address and respond to all public comments regarding potential significant adverse environmental effects of the project that were received prior to preparation of the staff report. As discussed above, the proposed development, as conditioned, is consistent with the policies of the Coastal Act. Feasible mitigation measures, which will minimize all adverse environmental effects, have been required as special conditions. The following special conditions are required to assure the project's consistency with Section 13096 of the California Code of Regulations:

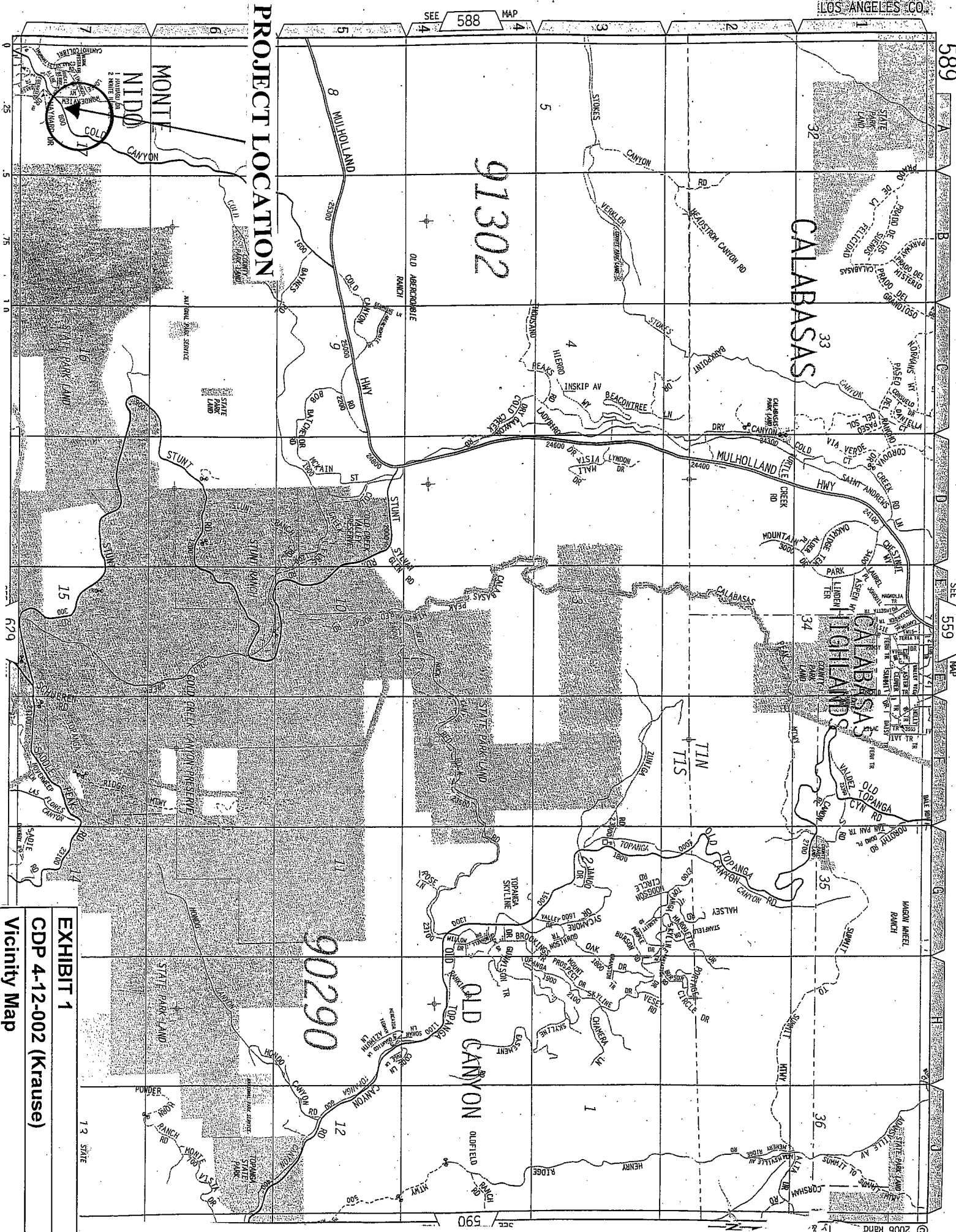
### **Special Conditions 1 through 12**

As conditioned, there are no feasible alternatives or feasible mitigation measures available, beyond those required, which would substantially lessen any significant adverse impact that the activity may have on the environment. Therefore, the Commission finds that the proposed project, as conditioned to mitigate the identified impacts, can be found to be consistent with the requirements of the Coastal Act to conform to CEQA.

## **APPENDIX 1**

### **Substantive File Documents**

Certified Malibu/Santa Monica Mountains Land Use Plan; “Preliminary Geologic and Soils Engineering Investigation,” 832 Wonder View Drive, Calabasas, prepared by GeoConcepts, Inc., dated March 28, 2007; “Update Report,” 832 Wonder View Drive, Calabasas, prepared by GeoConcepts, Inc., dated January 24, 2013; “Oak Tree Report Update,” prepared by Bruce Malinowski, dated June 25, 2012; Coastal Development Permit 4-92-065 (Edelson), Coastal Development Permit 4-92-065-A1 (Edelson), Coastal Development Permit 4-92-065-A2 (Edelson).



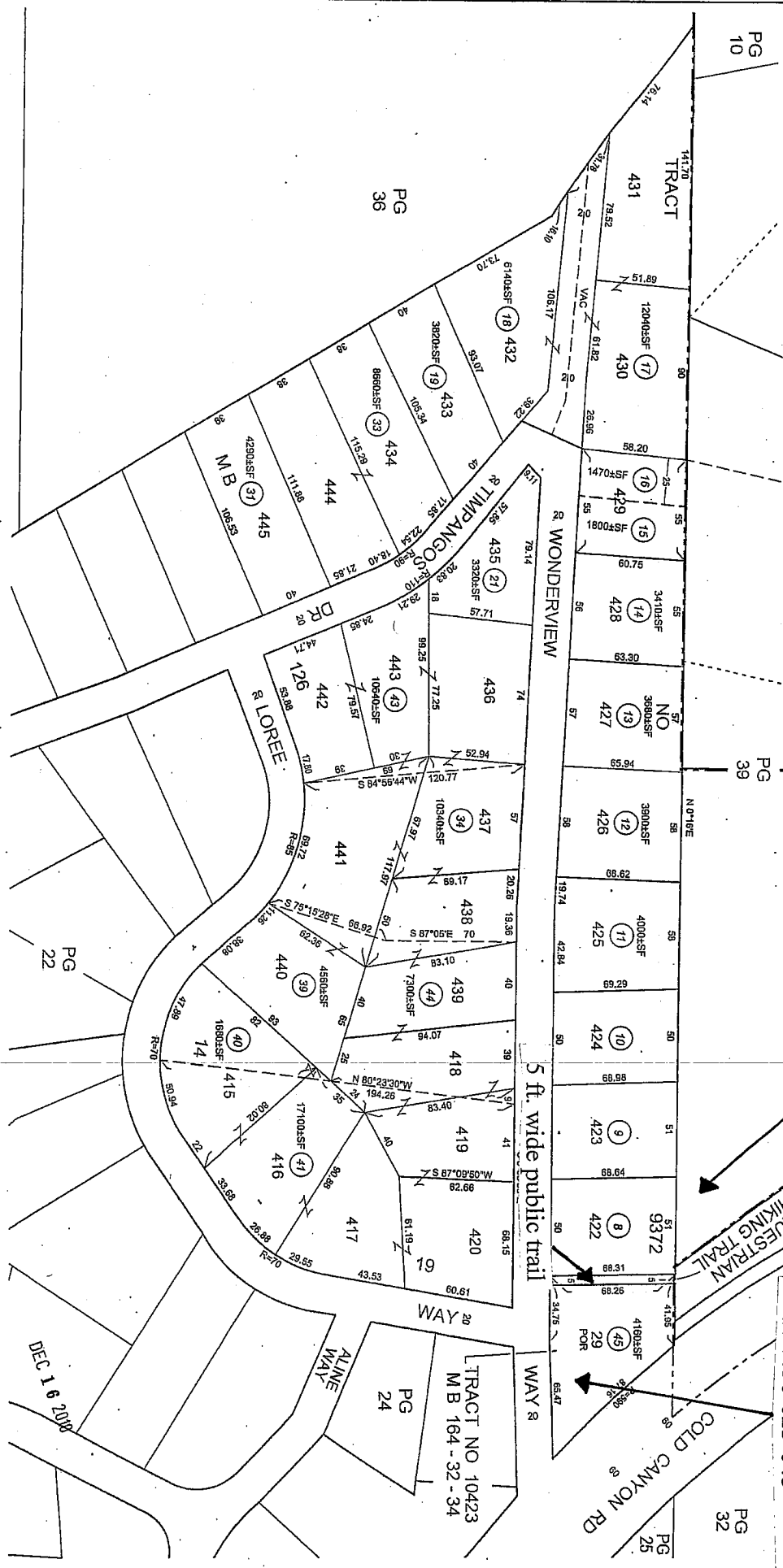
PROJECT LOCATION

EXHIBIT 1  
CDP 4-12-002 (Krause)  
Vicinity Map

4456	23	P.A. 4456-23	TMA 4971	REVISED 760412409 2010120802002001-07	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
SHEET						



MAPPING AND GIS  
SERVICES  
SCALE 1" = 50'



Residential Krause Lot  
APN 4456-039-001

Vacant Corner Krause Lot  
APN 4456-023-045

EQUESTRIAN  
& HIKING TRAIL

COLD CANYON RD

5 ft. wide public trail

TRACT NO 10423  
MB 164-32-34

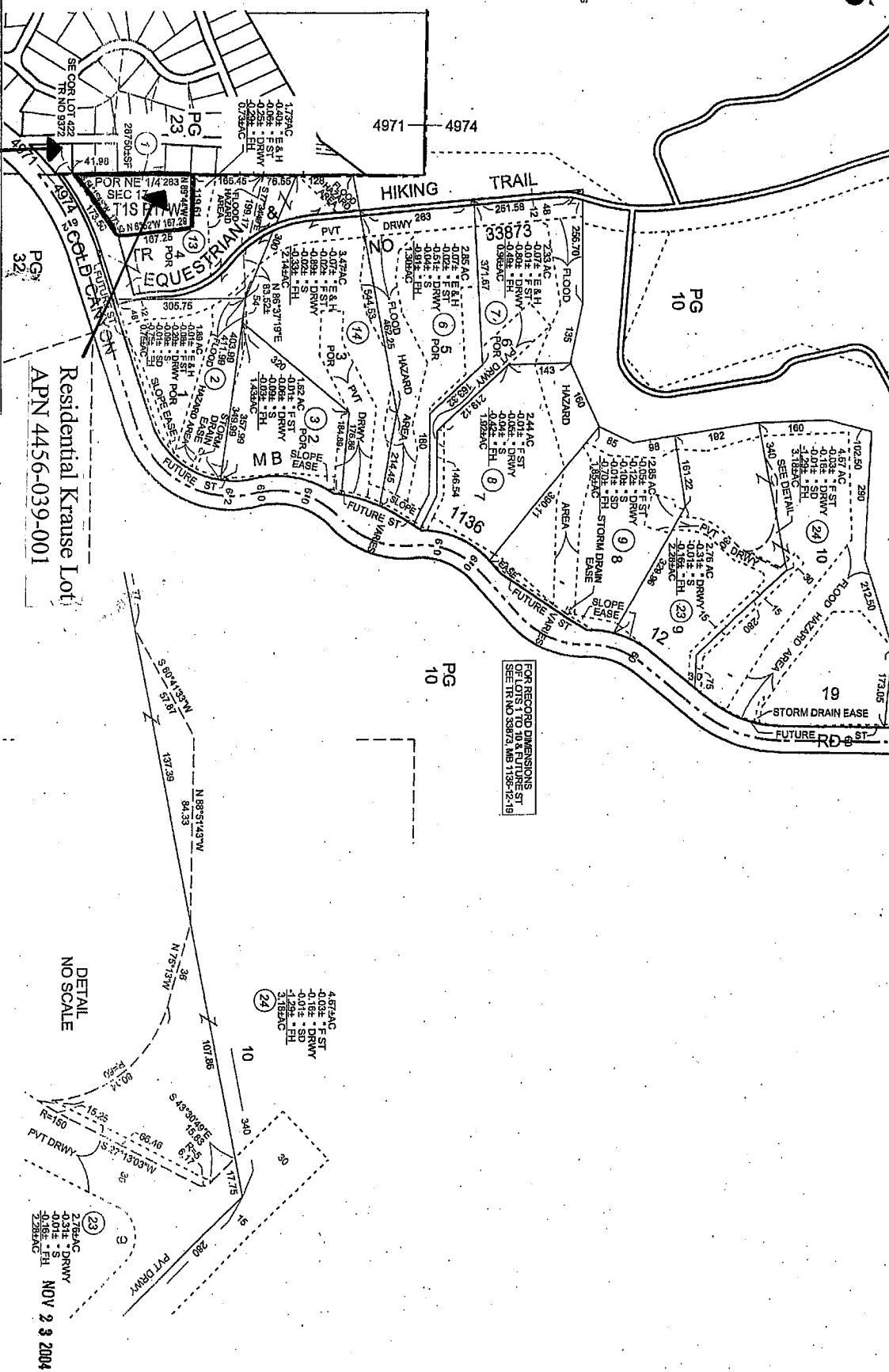
DEC 16 2008

EXHIBIT 2  
CDP 4-12-002 (Krause)  
Parcel Maps

4456	39	P.A.	4456-39	T.R.A.	4871	REUSED	2004/12/30/000001-07	SEARCH NO	OFFICE OF THE ASSESSOR
SHEET				4874		2001/08/00000001-07	2004/12/30/000001-07		COUNTY OF LOS ANGELES
									COPYRIGHT © 2002

2005

MAPPING AND GIS  
SERVICES  
SCALE 1" = 200'



Vacant Krause Lot  
APN 4456-023-045

Residential Krause Lot  
APN 4456-039-001



**LEGAL DESCRIPTION:**

LOT 29 OF BLOCK NO. 10422, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 164, PAGES 32-34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE BEARING OF N. 41° 30' 25" E ALONG THE CENTERLINE OF COLD CANYON ROAD, SHOWN ON TRACT NO. 10423, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 154, PAGES 32-40 MAPS IN THE OFFICE OF THE RECORDER OF SMO COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

HAUBER 633.545 Y-536  
(2003)  
ROBIA TAG IN N END CONC HDWL CLIV 5.5M  
E/O C/L COLD CTN RD & 50M SE/O WONDER  
VIEW DR NR MI NRR #223

ELEVATIONS SHOWN ON THIS SURVEY WERE BASED ON NAVD 1988 DATUM.

LEGEND	
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-100	RIGHT SIDE

### CONSTRUCTION NOTES

- ① CONSTRUCT SDR 35 PVC PIPE (SIZE AS SHOWN) AT 1% MINIMUM SLOPE.
- ② CONSTRUCT CONC. DRIVEWAY PER DETAIL A, SHEET 1.
- ③ EXISTING TO REMAIN.
- ④ EXISTING TO BE REMOVED.

**NOTE TO CONTRACTOR**

**SURVEY PREPARED BY:**

CLEMONS LAND SURVEYING  
1167 LAWRENCE DR. STE. B  
NEWMURY PARK, CA 91320  
(805) 498-5332 (805) 498-5338 FAX

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[www.ic-engineering.com](http://www.ic-engineering.com)

REVISION DESCRIPTION	APP	DATE	LEONARD LISTON	RCE	DATE
				31802	

DISPOSED	DATE	BY	CHECKED	DATE
	12			11
PROL. DUE		RECOMMENDED		
		APPROVED		
REC. NO.		DATE		

COUNTY OF LOS ANGELES

ENLARGED GRADING & DRAINAGE PLAN  
LOT 29, TRACT NO. 10423  
DANIEL & MARY KRAUSE  
832 WONDERVIEW DRIVE  
CALABASAS, CA. 91302

## SECTION A

$$1'' = 10$$

ENLARGED GRADING &amp; DRAINAGE PLAN

LOI 29, IHACI NO. 10423  
DANIEL & MARY KRAISE

**5964**

**EXHIBIT 4**

**CDP 4-12-002 (Krause)**

## Preliminary Grading Plan

This page is part of your document - DO NOT DISCARD



20101433968



Pages:  
0007

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California

10/07/10 AT 10:27AM

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OTHER:	0.00
PAID:	30.00



LEADSHEET



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SEQ:  
01

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

E469071

EXHIBIT 5  
CDP 4-12-002 (Krause)  
Trail Easement

RECORDING REQUESTED BY: .  
County of Los Angeles .  
AND MAIL TO: .  
County of Los Angeles .  
Department of Parks and Recreation .  
Planning Division .  
510 South Vermont Avenue .  
Los Angeles, CA 90020 .  
Attn: Larry Hensley, Chief of Planning .



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Space above this line for Recorder's use

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THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 4456-023-001 (PORTION)

## TRAIL EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, Daniel Krause and Kate Krause, Trustees of the Krause Family Trust dated 4/18/02 ("Grantor") does hereby grant to the County of Los Angeles, a body corporate and politic ("Grantee") a non-exclusive five (5) foot wide easement ("Easement") for multi-use trail purposes, including but not limited to hiking, biking, and equestrian uses, together with the right to construct, maintain, use, and operate said multi-use trail in addition to signage and drainage systems (collectively, the "Improvements"), in and across the real property in the County of Los Angeles, State of California, legally described in the attached Exhibit A, Easement legal description (the "Property") and depicted in Exhibit B, the Easement map. Exhibit A and Exhibit B hereto are incorporated herein by this reference.

Subject to all matters of record and to the following reservations and conditions which Grantor and Grantee, by the acceptance of this Easement, agree to keep and perform:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantee acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property, which Property is to be improved by Grantor at its sole cost, subject to Grantee's approval, for multi-use trail purposes including but not limited to the right by Grantee to trim trees that interfere with Grantee's use of the Property, and the right by Grantee to periodically maintain, repair, and/or replace the Improvements installed on the Property by Grantor.
- c. It is expressly understood that upon Grantee's approval of the multi-use trail and Improvements to be constructed by Grantor, that Grantor will not be called upon (other than the obligation to maintain its driveway across Grantee's multi-use trail) to repair, maintain, or reconstruct any part or portion of the multi-use trail and/or Improvements.
- d. The provisions and conditions contained in the Easement shall be binding upon Grantor and Grantee and their agents, successors and assigns.
- e. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted, provided that said purposes do not unreasonably interfere with or unreasonably limit Grantee's ability to use, maintain, and/or repair the Property and Improvements.

- 3
- f. Under no circumstances is Grantor or Grantee permitted to park or store vehicles or personal property within the Property.
  - g. Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to the Property, the multi-use trail and Improvements and every part thereof, at all times, for the purpose of exercising the rights herein granted.
  - h. The express condition that if Grantor does not receive approval for Grantor's driveway project to be located on Grantor's property known as APN: 4456-023-001 by the appropriate jurisdictional agencies within 24 months of the execution of this Easement by Grantor, this Easement shall automatically terminate without the necessity for Grantee to take any further action.

Grantor:

Krause Family Trust dated April 18, 2002

By:

Daniel W. Krause trustee  
Daniel W. Krause, trustee

Krause Family Trust Dated April 18, 2002

By:

M. Kate Krause  
M. Kate Krause, trustee

APPROVED AS TO FORM

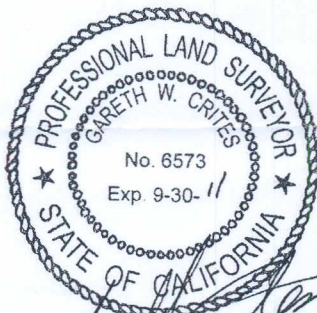
ANDREA SHERIDAN ORDIN  
County Counsel

By:

[Signature]  
Senior Deputy

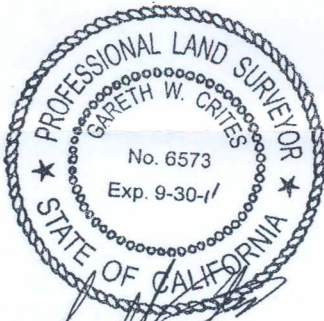
**EXHIBIT "A"****5 FOOT TRAIL EASEMENT  
A.P.N. 4456-023-001**

An easement for trail purposes over the north five (5.00) feet of Lot 29 of Tract No. 10423, in the County of Los Angeles, State of California, as per Map recorded in Book 10423, Pages 32 to 34 of Maps, in the office of the County Recorder of said County.

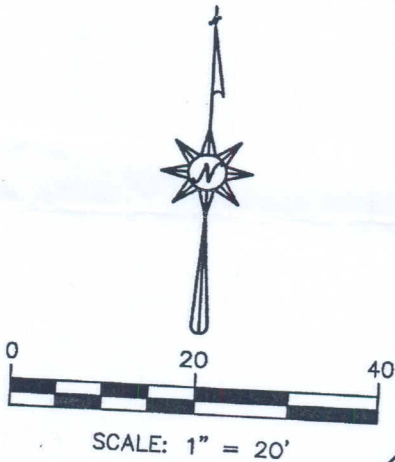


*[Handwritten Signature]*  
9/17/10

EXHIBIT "B"



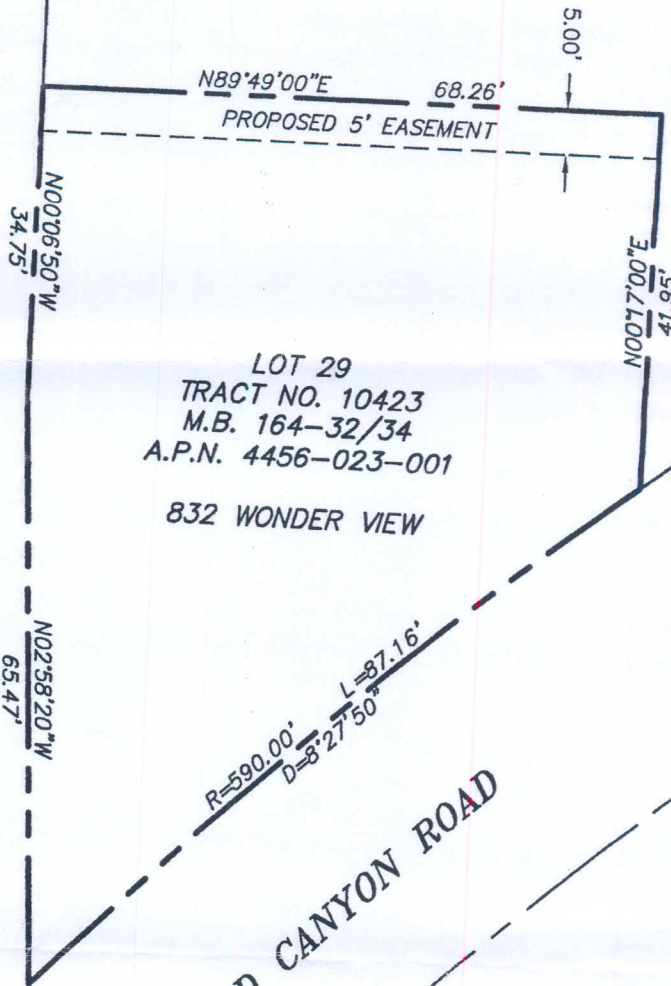
*[Signature]*  
8/17/10



WONDER VIEW DRIVE

LOT 29  
TRACT NO. 10423  
M.B. 164-32/34  
A.P.N. 4456-023-001  
832 WONDER VIEW

COLD CANYON ROAD



PREPARED BY  
**PEAK**  
**SURVEYS** INC.  
CIVIL ENGINEERING & LAND SURVEYING  
2488 TOWNSCAPE RD Suite D  
WESTLAKE VILLAGE CA 91361  
(805) 497-0102 Fax: (805) 495-7014  
www.peakinc.com

09-5041/TRAIL EXHIBIT.DWG AUGUST 17, 2010

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Trail Easement to the County of Los Angeles is hereby accepted under the authority delegated to the Los Angeles County Chief Executive Office pursuant to Section 2.08.168 of the County Code and consents to the recordation thereof by its duly authorized officer.

By: Susan L. Holman for

William L. Dawson  
Director of Real Estate  
Chief Executive Office  
County of Los Angeles

Date: September 2, 2010

## PUBLIC AGENCY CERTIFICATE OF ACKNOWLEDGEMENT (CC 1190)

State of California            )  
  ) SS.  
County of Los Angeles        )

On the 2nd day of September 2010, before me, **DEAN C. LOGAN**, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Susan Holman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal the day and year in this Certificate of Acknowledgement first written above.



DEAN C. LOGAN

Registrar-Recorder/County Clerk

By Christopher M. Montana  
Christopher M. Montana  
Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

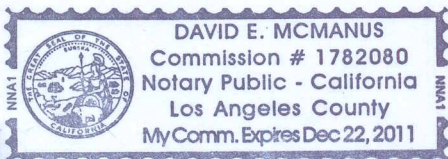
On SEPT 20<sup>TH</sup> 2010  
Date

before me,

DAVID E. MCMANUS - NOTARY PUBLIC  
Here Insert Name and Title of the Officer

personally appeared

M. KATE KRAUSE & DANIEL W. KRAUSE  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in ~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

David E. McManus  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

*"Creating Community Through People, Parks and Programs"*

Russ Guiney, Director



December 7, 2010

TO: Mr. Richard Claghorn  
Principal Regional Planning Assistant  
Regional Planning

FROM: Mr. Robert Ettleman  
Park Planner  
Planning and Trails Research Section  
Parks and Recreation

SUBJECT: **APPROVAL OF KRAUSE PARTY PLOT PLAN RPP 200701731  
REQUEST TO ENCROACH UPON A NON-MOTORIZED MULTI-USE  
TRAIL EASEMENT**

The Department of Parks and Recreation, Planning and Trails Research Section (Department) has completed the trail review of Plot Plan RPP 200701731 (APN 4456-023-001 & APN 4456-023-013), with project site located at 832 Wonderview Drive, Calabasas, CA 91302. The Department will permit an encroachment to an existing multi-use trail easement per the Krause Party second driveway proposal on APN 4456-039-013 (Rex Party) as shown on sheet two of three (Enlarged Grading and Drainage Plan, and sheet two of three (Wet Weather Erosion Control Plan). The Department has also requested a connector trail easement (5' wide X 68' long) dedication to allow public access to the existing multi-use trail easement.

The Department approves Plot Plan RPP 200701731 in regards to the trail component, as the Krause Party has satisfied request #1, and #2 as outlined below. The Department also requires adherence to condition #3 trail building guidelines as shown on page two of this memo.

1. The Department requests a five foot wide by sixty-eight linear foot length trail easement (approximate 340 sq. ft.) be Recorded/Filed in Official Records of the Los Angeles County Recorder's Office to allow multiuse trail users access from Wonderview Drive to the existing multi-use trail easement located on the western segment of APN 4456-039-013 (Rex Party) prior to approval of Plot Plan RPP 200701731. **Note: See attached recordation documents dated October 07, 2010 that substantiate the Krause Party has satisfied request #1 to provide the County with an estimated 340 sq. ft. multi-use trail easement on and across APN 4456-023-001 for connection to the existing multi-use trail easement located on and across APN 4456-039-013 (Rex Party).**

Furthermore, as stipulated within the attached recorded multi-use trail easement language, the Department is aware that the Krause Party has the right to vacate the said estimated 340 sq. ft. multi-use connector trail easement within two years from date of trail easement recordation (October 10, 2010) if the Krause Party does not receive all required approvals for Plot Plan RPP 2007010731(Second driveway access to APN 4456-039-001).

2. The Department requests the Krause party to receive written agreement from the Rex Party (fee-title ownership of APN 4456-023-001) for the area of land that underlies the existing multiuse trail easement. **Note: See attached agreement to grant an easement and imposition of servitude regarding use of a section of the Rex Party property. Krause and Rex Parties to record document after all other required/requested approvals from the County (Regional Planning, Public works, and Parks and Recreation) and Coastal Commission have been received.**
3. Trail tread construction requirements for 5' wide X 68' long trail easement:
  - Cross-slope gradient no more then 2% towards proposed driveway to allow for water to sheet across trail.
  - Running-slope gradient at no more than 10%.
  - Trail tread to remain as native soil, except in area of driveway installation.
  - No physical obstruction permitted within the 5' wide X 68' long X 10' high area to allow for safe trail-user passage.
  - Krause Party required to contact Park Planner after trail construction has been completed for final Department approval.

For any questions concerning approval of RPP 200701731 or trail requirements, please contact me at (213) 351-5134.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

G. Greg Aftergood, Esq.  
LAW OFFICES OF G. GREG AFTERGOOD  
a Professional Corporation  
21700 Oxnard Street, Suite 430  
Woodland Hills, California 91367

Space Above This Line for Recorder's Use

## AGREEMENT RE: GRANT OF EASEMENT AND IMPOSITION OF SERVITUDE REGARDING USE OF PROPERTY

This AGREEMENT RE: GRANT OF EASEMENT AND IMPOSITION OF SERVITUDE REGARDING USE OF PROPERTY ("Agreement") is made and entered into effective this 9<sup>th</sup> day of July, 2009, by and between ROBERT E. REX and NANCY REX (hereinafter individually and collectively "Rex"), on the one hand, and DANIEL W. KRAUSE and M. KATE KRAUSE, individually and as Trustees of the Krause Family Trust dated April 18, 2002 (individually and collectively "Krause"), on the other hand.

### RECITALS

- A. Rex is the owner of that certain parcel of improved real property commonly known as 825 Cold Canyon Road, Calabasas, California 91302 (Los Angeles County Assessor Parcel No. 4456-039-013, hereinafter the "Rex Property"), legally described at Exhibit "A" attached hereto.
- B. Krause is the owner of that certain parcel of improved real property (contiguous to the Rex Property) commonly known as 832 Wonderview Drive, Calabasas, California 91302 (Los Angeles County Assessor Parcel No. 4456-039-001, hereinafter the "Krause Property") legally described at Exhibit "B" attached hereto.
- C. Rex desires to grant, and Krause desires to acquire, certain easement rights with respect to a portion of the Rex Property, and Krause has agreed to impose a servitude regarding use of the Krause Property, for the benefit of the Rex Property, on the terms and subject to the conditions hereinafter set forth.

### AGREEMENT

NOW, THEREFORE, the Parties hereto, intending to be legally bound, and in consideration of the respective covenants, representations, promises and undertakings herein contained, and incorporating the foregoing recitals, agree as follows:

1. **DEFINITIONS.** When used in this Agreement, or as the context of this Agreement requires, the following terms shall have the respective meanings set forth below (other defined terms, indicated by initial capital letters, shall have the meaning set forth elsewhere herein):

1.1 "Agreement" shall mean this Agreement (including any recitals and/or exhibits hereto and any other documents incorporated herein), as amended, supplemented or restated from time to time.

1.2 "Notice" shall mean any notice, approval, demand, direction, consent, designation, request, document, or other communication required or permitted to be given under this Agreement. Notice shall be given in the manner provided by paragraph 5.4 hereof.

1.3 "Party"/"Parties" shall mean, in the singular or plural context, the parties described in the first paragraph of this Agreement and their respective successors and assigns.

OK MICHAEL M  
Initials

EXHIBIT 8  
CDP 4-12-002 (Krause)  
Unrecorded Easement

## **2. GRANT OF APPURTENANT EASEMENT IN FAVOR OF KRAUSE PROPERTY.**

2.1 Location and Scope of Easement. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rex hereby grants to Krause -- subject to any and all covenants, conditions, restrictions, reservations, easements, rights and other matters which are currently of record, and the provisions of Section 2.5 below -- a perpetual non-exclusive easement appurtenant to the Krause Property (the "Easement") for utilization of the Rex Property as follows: an easement for pedestrian and vehicular ingress and egress (pass and repass purposes only), including the right to install utilities and construct a paved driveway and necessary slope retaining walls and related improvements required by the County of Los Angeles (collectively "Improvements") on, in and over the area delineated as "Easement" on Exhibit "C-1" attached hereto, such area being legally described at Exhibit "C-2" attached hereto. The precise character and location of the Improvements shall be as depicted at Exhibit "C-1," except as otherwise approved, in advance and in writing, by Rex (such approval to not be unreasonably withheld or delayed). Upon completion of construction or reconstruction of such Improvements, as the case may be, Krause shall provide Rex with a set of "as-built" plans depicting the precise location and construction details of same.

2.2 Ancillary Uses. The scope of the Easement described at paragraph 2.1 above shall also include secondary rights to enter upon the Rex Property to make repairs, perform maintenance, and do any other things that are necessary and/or reasonable for the full exercise of the foregoing Easement, so long as such activities do not unduly burden the Rex Property.

2.3 Indemnification Duties. Krause shall defend, indemnify and hold harmless Rex, and their legal representatives, successors and assigns, and each of them, from and against any and all claims, demands and expenses of any kind, including but not limited to attorneys' fees, accruing or arising from any act or failure to act on the part of the Krauses, or their employees, agents, invitees or representatives, committed or omitted in connection with use of the Easement and/or the construction, use and/or maintenance of any of the Improvement(s).

2.4 Character of Rights and Duties Regarding Easement. The Easement hereby granted in favor of the Krause Property shall run with the land and burden the Rex Property.

2.5 Condition Precedent/Subsequent Regarding Grant of Easement. Grant of the Easement by Rex, as provided under the foregoing provisions of paragraphs 2.1 and 2.2 above, is subject to and expressly conditioned upon Krause's procurement of all necessary permits, approvals and entitlements ("Entitlement(s)") from the County of Los Angeles, California Coastal Commission and/or any other issuing agencies, regarding use of the Easement and Improvement(s), including, without limiting the generality of the foregoing, recordation of a trail easement or other dedication between Krause and the Los Angeles County Department of Parks and Recreation. Should any such Entitlement(s) be withdrawn, rescinded, invalidated, or of no further force and effect, the easement rights granted in favor of the Krause Property under this Section 2 shall -- upon the giving of not less than sixty (60) days advance Notice by Rex (or their successors or assigns) to Krause (or their successors or assigns) -- lapse and be of no further force or effect, in which case, imposition of the servitude described more particularly at Section 3 below shall likewise be deemed rescinded and of no further force or effect.

## **3. IMPOSITION OF SERVITUDE RESTRICTING USE OF KRAUSE PROPERTY.**

3.1 Scope of Restriction. For good and valuable consideration, the receipt of which is hereby acknowledged (including, but not limited to, the grant of the Easement described at Section 2 above), Krause, for themselves, their heirs, successors and assigns, covenant and agree that they shall, forthwith upon recordation of this Agreement, disconnect and thereafter cease and desist use and operation of any attic fan in the cross-hatched area designated the "Restricted Area" on the diagram attached hereto as Exhibit "D".

3.2 Character of Duties and Obligations Imposed With Respect to Krause Property. The duties and obligations imposed upon Krause under the provisions of paragraph 3.1 above shall be deemed covenants, restrictions and/or equitable servitudes running with the Krause Property for the benefit of the Rex Property. Furthermore, the duties imposed under the provisions of paragraph 3.1 above shall be deemed to constitute a servitude upon and burden to the Krause Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute.

## **4. ENFORCEMENT AND/OR REMEDIES**

4.1 It is expressly acknowledged by the Parties hereto that a breach of any provision of this Agreement will result in loss, damage or injury of a nature which cannot be reasonably or adequately compensated in damages by way of an action at law; and accordingly, any breach of the provisions hereof may be enjoined, abated, restrained or otherwise remedied by appropriate legal or equitable proceedings, and any such equitable proceedings may be pursued without the necessity of providing a bond.

4.2 All remedies provided by paragraph 4.1 hereinabove shall be in addition to, and not in substitution for, all other rights and remedies which are available to any Party, at law or in equity.

## 5. MISCELLANEOUS PROVISIONS

5.1 Entire Agreement; Amendments. This Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, representations, or agreements between the Parties, whether written or oral, concerning the subject matter hereof. Correspondence, memoranda or other writings originating before the date of this Agreement are deemed completely superseded and replaced by this Agreement unless otherwise expressly stated to the contrary herein; and no modification or amendment of the provisions of this Agreement, or statement or representation in connection herewith, shall be effective or binding upon any of the Parties hereto unless the same is reduced to a writing approved and executed by all Parties hereto, and designated as an amendment to this Agreement. If any conflict arises between the provisions hereof (or this Agreement as amended from time to time), and any subsequent amendment, the most recent provisions shall control.

5.2 Exhibits. The following exhibit(s), and any other agreements or documents referred to in this Agreement as being attached hereto, if any, are incorporated herein by this reference as though fully set forth at length:

- Exhibit "A" -- Legal Description of Rex Property
- Exhibit "B" -- Legal Description of Krause Property
- Exhibit "C-1" -- Diagram Depicting Easement and Improvements
- Exhibit "C-2" -- Legal Description of Easement
- Exhibit "D" -- Diagram Depicting Restricted Area

5.3 Non-Waiver of Performance. The failure of any Party to take action or insist upon strict performance of any covenant or obligation required by this Agreement, or to pursue any remedy allowed or provided by reason of the provisions hereof, shall not be deemed a waiver of the breach or remedy, nor shall any custom or practice which may evolve between the Parties in the course of implementing this Agreement be construed as waiving or lessening the right of any Party to thereafter insist upon the performance of any term, covenant or condition hereof. Each Party reserves the right, in its sole discretion, to waive rights granted to such Party under the terms and conditions of this Agreement; however any such waiver must be evidenced by and made in a writing signed by the Party against whom waiver is sought. In addition, a waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.

5.4 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and may be effected by: (A) personal delivery; (B) registered or certified United States mail or via a nationally recognized overnight courier service (such as Federal Express), postage prepaid; or (C) by transmittal over electronic transmitting devices such as a facsimile machine, provided that an original of any such transmission shall also be delivered to the addressee by a nationally recognized overnight delivery service on the first business day following such transmission. Telephone facsimiles shall be deemed delivered on the date of such transmission, if transmitted during the normal business hours of the recipient, or if transmission occurs on a weekend or holiday, delivery will be deemed to have been made on the first business day following the day of transmission. With respect to any other manner of delivery, notice shall be deemed received when delivery is received or refused, as the case may be. Notices shall be directed to the address set forth for each Party on the signature page hereof; however any Party hereto may specify a different address for notice purposes by giving written notice in the manner required by this paragraph.

### 5.5 Breach/Dispute Resolution.

(A) No Party hereto shall be deemed in breach of his/her/its obligations under this Agreement unless such Party fails to cure such alleged breach within fifteen (15) days of receipt of written Notice from the aggrieved Party specifying the nature of the breach and the specific action(s) the purported non-performing Party must take to cure same; however, if the nature of the breach involves a non-monetary obligation, and is such that more than fifteen (15) days is reasonably required for cure, the Party allegedly in breach shall not be deemed in default if such Party commences to cure such breach within the said fifteen (15) day period and thereafter diligently prosecutes such cure to completion. In no event shall the time to effect such cure exceed sixty (60) days. In addition, if the breach is incapable of cure, no cure period shall be applicable. Nor shall any cure period arise if the Party alleged to be in breach rejects the allegation of being in breach, in which case, the dispute resolution provisions of subparagraphs (B) through (D), inclusive, hereinbelow, shall apply.

(B) In the event that a Notice of breach is served under the provisions of paragraph 5.5(A) above, the Party allegedly in breach shall, within the time frame set forth above, do one of the following: (i) notify the Party providing such Notice, in writing, that the alleged breach has been cured (or if such cure cannot be reasonably effectuated within such fifteen (15) day period, such cure has been commenced and is being diligently prosecuted to completion), contemporaneously providing all information and documentation reasonably required to evidence such cure; or (ii)

schedule a one-day mediation to take place before a professional mediator or any other individual agreed upon by the Parties, such mediation to be completed no later than twenty-one (21) days from the purported non-performing Party's receipt of Notice of breach, which may be extended to accommodate availability of a mutually agreed upon mediator. The mediator's proposed resolution of the matter shall be non-binding; the mediator's fees and any administrative costs for the mediation shall be shared equally by the Parties; and each Party shall bear its own attorneys' fees and costs in connection with such mediation, which shall take place in Los Angeles, California. The foregoing provisions shall not apply in the event the allegedly non-performing Party has already received two (2) written Notices of an alleged breach. Before any such mediation commences, the participating Parties shall sign a document limiting the admissibility of anything said, any admission made, and/or any documents prepared with respect to the mediation, consistent with the provisions of California Evidence Code Section 1152.5. If any Party commences an arbitration or litigation based upon a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, that Party shall not be entitled to recover attorneys' fees even if they would otherwise be available to that Party in any such arbitration or litigation.

(C) If the Parties cannot resolve a dispute or disagreement between them through the cure and mediation requirements set forth above, the Parties may -- but they are not required to -- elect to submit the dispute or claim to binding arbitration in lieu of commencing litigation, in which case, the following steps shall be completed within thirty (30) days of the Parties agreement to proceed with arbitration unless a different time frame is approved by the Parties involved, in writing: (i) the scope of the arbitration (i.e. whether any claims or issues are not to be embraced by the proceeding); (ii) whether an institutional provider (such as the American Arbitration Association or JAMS-Endispute) will manage the logistics of the arbitration; (iii) selection of the arbitrator; and (iv) determination of the availability of punitive damages and non-monetary remedies. The provisions of Code of Civil Procedure Section 1283.05 et seq. shall be applicable to any such arbitration. The Parties hereto expressly acknowledge and agree that the arbitrator(s) so selected shall make written findings and conclusions supported by law and substantial evidence; and any award so rendered may be vacated or corrected on appeal, in whole or in part, by a court of competent jurisdiction, to the extent such support is not supported by substantial evidence or is based upon an error of law, any such errors being deemed in excess of arbitral authority.

(D) If any action, proceeding or arbitration (exclusive of mediation) is brought to interpret or enforce the terms of this Agreement or to declare or enforce rights hereunder, or in the event that a Party is involuntarily made a party defendant to any litigation concerning this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party or Parties, in addition to such other damages or relief as may be granted, all costs and expenses reasonably incurred by the prevailing Party, including reasonable attorneys' fees and costs in connection with such proceeding or in connection with the enforcement of any judgment or award arising in connection therewith. The phrase "prevailing Party" as used herein shall include a Party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

5.6 Interpretation and Construction. Unless the context of this Agreement clearly requires otherwise: (A) the masculine, feminine, or neuter gender, and the singular or plural number, shall each be allowed to include the others whenever the context so indicates; (B) the terms "include" and "including" are not limiting; and the term "or" has the inclusive meaning represented by the phrase "and/or." The terms "hereof," "herein," "hereby," and "hereunder," and other similar terms in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, section and paragraph references are to this Agreement. Headings are solely for the convenience of the Parties hereto, and are not to be deemed a part hereof and shall not be used for the interpretation or construction of any provision of this Agreement. Any reference to any statute, law, or regulation shall include all amendments thereto and revisions thereof. The Parties hereto represent that they have jointly participated in the negotiation and drafting of this Agreement. Accordingly, any rule of law, including California Civil Code Section 1654 and any successor statute thereto, or legal decision that would require interpretation of any ambiguities contained herein against the draftsman of a provision is inapplicable and hereby waived. In the event of a dispute, no Party hereto shall be ascribed as the author of this Agreement, which shall be construed and interpreted fairly and simply, as though all Parties participated equally in the drafting of the various provisions hereof, and not strictly for or against any Party.

5.7 Partial Invalidity. It is the intention of the Parties hereto that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable law. Each paragraph and provision of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph or provision hereof, as applied to any Party or to any circumstance, shall be found by a court of competent jurisdiction to be void, illegal, invalid, or unenforceable, such finding shall in no way affect, impair or invalidate any other provision of this Agreement, or the application of any such provision in any other circumstance, or the validity or enforcement of this Agreement; and the rest and remainder of the terms and provisions hereof shall continue to be valid and enforceable to the fullest extent permitted by law, unless a Party demonstrates by a preponderance of the evidence that the invalidated provision was an essential economic term of this Agreement.

5.8 Successors. This Agreement, and all of the terms, covenants, and conditions hereof, shall be binding up and inure to the benefit of the heirs, executors, administrators, personal representative(s), successors and assigns of the Parties hereto.

5.9 Counterparts: Telefacsimile Execution. This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed in two or more counterparts, each of which shall constitute an original document as against any Party who has signed it, but all of which taken together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

5.10 Governing Law, Jurisdiction and Venue. All questions concerning the interpretation and/or enforcement of this Agreement, and the rights and liabilities of the Parties relative hereto, shall be governed by the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of California. Each Party agrees, as a material inducement to the other Party, that any action to enforce this Agreement or any rights hereunder must be brought in the Superior Court of Los Angeles County, State of California, and no other jurisdiction or venue.

5.11 Representations and Warranties. By their execution of this Agreement, each Party hereto represents and warrants that they have thoroughly read this Agreement, fully understand the same, and have been advised to seek independent representation and advice from attorneys of their own choice concerning this Agreement, and have obtained same or knowingly and voluntarily declined to do so.

5.12 Negative Covenants. To the extent any Party has agreed herein not to do any act or omission, he shall be deemed to have agreed not to do the act or omission directly or indirectly.

5.13 Time of the Essence. Time is of the essence with respect to each and every provision hereof whereby time is a factor.

5.14 Cooperation; Further Acts and Instruments. The Parties hereto shall, from time to time, fully cooperate with one another and perform any and all acts and execute and deliver such other and further instruments as may be necessary, appropriate or convenient to fully effectuate the provisions and intent of this Agreement, including, without limiting the generality of the foregoing, the provisions of paragraph 2.5 above.

5.15 No Third Party Benefit. None of the provisions contained in this Agreement are intended by the Parties, nor shall they be deemed, to confer upon any person other than the Parties hereto and their respective successors and permitted assigns, any rights, remedies or benefits under, or by reason of this Agreement.

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

REX

  
ROBERT E. REX

  
NANCY REX

Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

GRANTEES

  
DANIEL W. KRAUSE

M. KATE KRAUSE

KRAUSE FAMILY TRUST dated April 18, 2002

  
DANIEL W. KRAUSE, Trustee

  
M. KATE KRAUSE, Trustee

Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

} S.S.

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for said State, personally appeared \_\_\_\_\_ who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

[Seal]

\_\_\_\_\_  
Notary Public in and for said County and State

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

} S.S.

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public in and for said State, personally appeared \_\_\_\_\_ who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

[Seal]

\_\_\_\_\_  
Notary Public in and for said County and State

EXHIBIT "A"

(LEGAL DESCRIPTION OF REX PROPERTY)

9018744-8

DESCRIPTION: COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

PARCEL 1:

Lot 4 of Tract 33873, as per map recorded in Book 1134 Pages 12 to 20 inclusive of Maps in the office of the county recorder of said county.

Exhibit "A"  
to Agreement re: Grant of Easement and  
Imposition of Servitude Regarding Use of Property



**EXHIBIT "B"**

**(LEGAL DESCRIPTION OF KRAUSE PROPERTY)**

the following described real property in the County of Los Angeles, State of California:

Lot 29 of Tract No. 10423, in the County of Los Angeles, State of California, as per map recorded in Book 164 pages 33 to 34 inclusive of maps, in the office of the county recorder of said county

Exhibit "B"  
to Agreement re: Grant of Easement and  
Imposition of Servitude Regarding Use of Property

Initials  
OK [signature]  
MKC

**EXHIBIT "C-1"**

**(DIAGRAM DEPICTING EASEMENT AND IMPROVEMENTS)**

**Exhibit "C-1"**  
**to Agreement re: Grant of Easement and**  
**Imposition of Servitude Regarding Use of Property**

Initials  
DKM  
MKC

**EXHIBIT "C-2"**

**(LEGAL DESCRIPTION OF EASEMENT)**

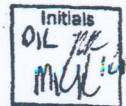
**Exhibit "C-2"**  
**to Agreement re: Grant of Easement and**  
**Imposition of Servitude Regarding Use of Property**

Initials  
DK/TA  
MKL

**EXHIBIT "D"**

**(RESTRICTED AREA)**

**Exhibit "D"**  
**to Agreement re: Grant of Easement and**  
**Imposition of Servitude Regarding Use of Property**

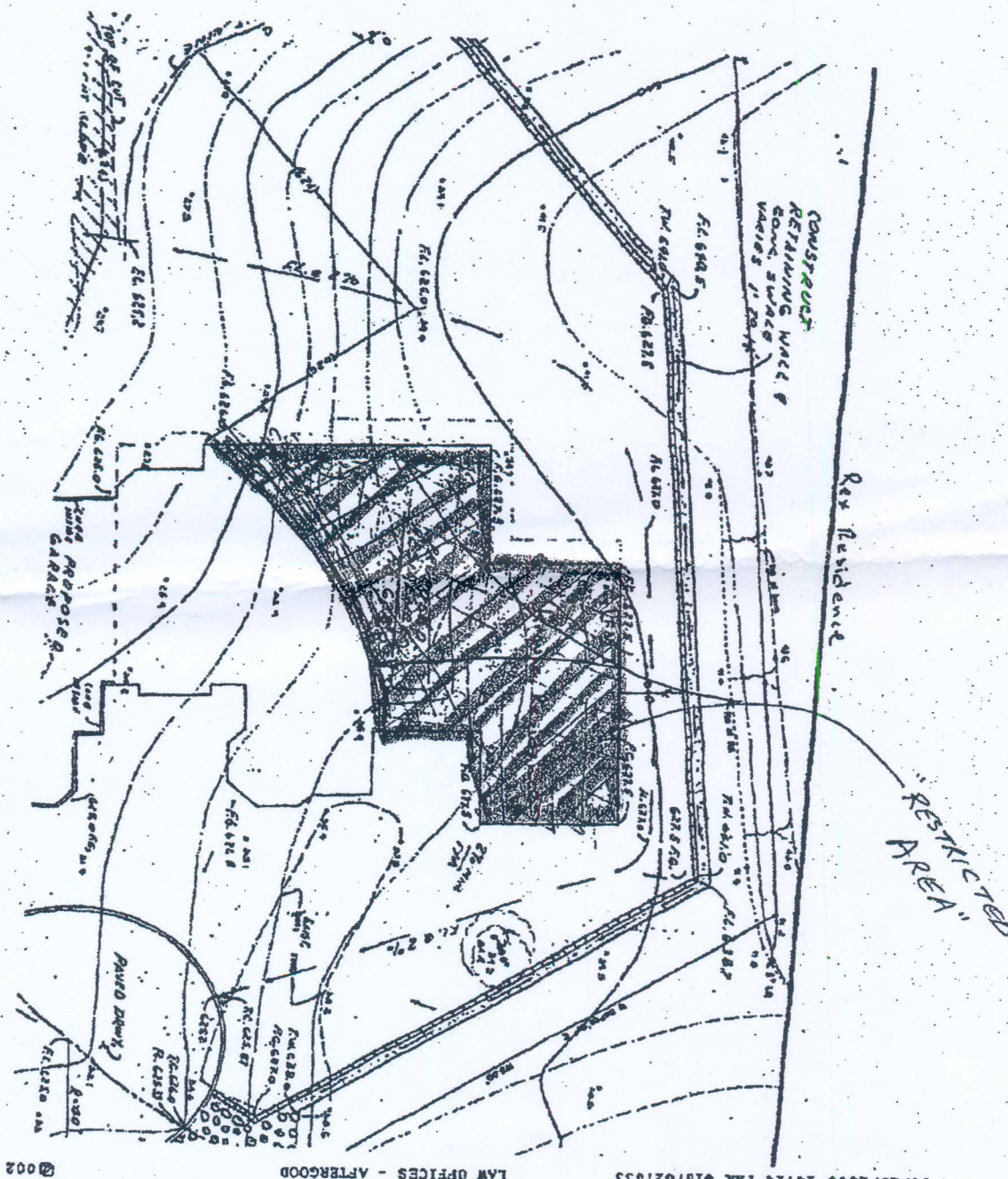


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Nancy Rex

(818)222-0331

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Received

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California Coastal Commission  
South Central Coast District

Los Angeles County

Department of Regional Planning

*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

March 17, 2011

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Krause Family Trust  
832 Wonder View Drive  
Calabasas, CA 91302

Dear Applicant:

**RE: YARD MODIFICATION REQUEST NO. RPP 201100071 / PROJECT NO. R2007-02720  
Northeast Corner of Wonder View Drive and Cold Canyon Road, Calabasas /  
APN 4456-023-045**

The Director has approved in concept the Yard Modification Request No. RPP 201100071 / Project No. R2007-02720 to allow a retaining wall of up to eight feet in height within the required front yard setback of the subject property along Cold Canyon Road. The wall is related to a proposed driveway. The wall and driveway are located on a vacant parcel at the northeast corner of Wonder View Drive and Cold Canyon Road (APN 4456-023-045) and the ingress and egress easement to the east. The proposed driveway leads to the existing single-family residence on an adjacent parcel at 832 Wonder View Drive (APN 4456-039-001).

Pursuant to Part 5 of Section 22.60 of the Los Angeles County Zoning Code (Title 22), the applicant or any other interested person may appeal the Director's decision to the Los Angeles County Regional Planning Commission (Commission) through the Commission's secretary in Room 1350, Hall of Records, 320 West Temple Street, Los Angeles, California 90012. Please contact the Commission's secretary at (213) 974-6409 for information on the appeal procedure and fee.

The appeal must be received **in person** by the 14<sup>th</sup> calendar day following the date of this notice, unless said 14<sup>th</sup> day falls on a non-business day in which case the deadline shall be extended to the next business day. **The appeal period for this project will end at 5:00 p.m. on March 31, 2011.** The Director's decision may also be called up for review by the Commission during the appeal period.

If no appeal is made during this period, the Director's decision is final. For any other questions or information regarding this approval, please contact Richard Claghorn at (213) 974-6470.

Cc: Law Offices of Jeffrey L. Marcus, APC, 340 North Westlake Boulevard, Suite 270,  
Westlake Village, CA 91362

EXHIBIT 9

4-12-002 (Krause)

LA County Yard Modification  
Approval

**DIRECTOR'S FINDINGS AND ORDER:**

1. This Yard Modification Request is to allow a retaining wall with a maximum height of eight feet within the required front yard setback along Cold Canyon Road, in lieu of the maximum allowed height of six feet.
2. The subject property is a vacant parcel on the northeast corner of Wonder View Drive and Cold Canyon Road. This parcel has an Assessor's parcel number (APN) of 4456-023-045. The APN was formerly 4456-023-001 before the recordation of an equestrian and hiking trail easement over the northerly five feet of the parcel. The subject parcel is owned by a family who live at an existing single-family residence at 832 Wonder View Drive, an adjacent parcel to the northeast. The 832 Wonder View property has no street frontage and currently has a driveway that passes between two other residences, but it is too narrow for emergency vehicles and is a potential hazard. The new driveway has been proposed to provide improved access to the 832 Wonder View Drive property. It will be approximately 14 feet wide at the narrowest point and up to 20 feet wide maximum.
3. The Malibu Coastal Plan land use designation for the subject property is Residential 1, which allows residential uses with a density of up to one dwelling units per acre.
4. The subject property is zoned A-1-1 (Light Agriculture Zone, one acre minimum lot size). The parcel was created as part of a tract map in 1929, prior to zoning requirements. It is therefore considered a legal lot even though it doesn't meet current lot size requirements. Pursuant to Section 22.24.080 of the Los Angeles County Zoning Code (Title 22), accessory structures, such as a retaining wall, would be allowed.
5. The maximum retaining wall height allowed within required yards in the A-1-1 zone pursuant to sections 22.24.110 and 22.48.160D of Title 22 is six feet. The proposed maximum height of the retaining wall is eight feet.
6. The yard requirements for this zone, pursuant to Section 22.24.110 and 22.20.120 and Part 2 of Chapter 22.48 of Title 22, are 20 feet in front, five feet on the sides and 15 feet in the rear. The subject property is considered a reverse corner lot. The property line along Cold Canyon Road is considered the front yard per Section 22.08.240 of Title 22 and requires an 11-foot minimum front yard setback. The front yard setback for the subject property is 11 feet rather than the standard 20 feet for the following reasons. The Los Angeles County Department of Public Works (DPW) is requiring an additional one foot of future dedication to be reserved along Cold Canyon Road and an additional 10 feet of future dedication to be reserved along Wonder View Drive. The subject property is eligible for a reduced front yard setback of 10 feet because of steeply sloping terrain pursuant to Section 22.48.080 of Title 22. However, the required front yard setback is increased to 11 feet because of one foot of future highway dedication along Cold Canyon Road. The wall is five feet from the front property line at the closest point. The proposed wall is located entirely within the front setback along Cold Canyon Road except for a portion of the wall that is on the adjoining property. The reverse corner side yard setback along Wonder View Drive is 20 feet, including the standard 10 feet for such lots, pursuant to Sections 22.24.110 and 22.20.120 of Title 22, plus the 10 feet of future dedication required by DPW.

7. The owner of the subject property was granted an ingress and egress easement over a portion of the existing equestrian and hiking trail easement on the adjoining property east of the subject property in order to reach the 832 Wonder View Drive property. The proposed driveway crosses an area of the property to the east for approximately 50 feet in length to get from APN 4456-023-045 to 4456-039-001. This easement allows for pedestrian and vehicular ingress and egress, including the right to install utilities and construct a paved driveway and necessary slope retaining walls and related improvements. The portion of the retaining wall on the adjoining property will not exceed 6 feet in height. The proposed driveway and retaining wall will not affect the access along the equestrian and hiking trail and it will continue to be accessible to hikers and equestrians.
8. The portion of the adjoining property crossed by the proposed driveway appears on the Assessor's map as an equestrian and hiking trail and has no APN, but is owned by a neighbor. The trail easement is maintained by the Los Angeles County Department of Parks and Recreation (Parks and Recreation). Parks and Recreation has also accepted a new five foot wide trail easement across the subject property just to the north of the driveway to connect Wonder View Drive to the existing trail easement. A part of the trail overlaps the driveway for approximately 40 feet. Parks and Recreation has reviewed the proposed driveway and trail easement and provided support for the proposal, including the proposed retaining wall.
9. DPW conceptually approved the proposal, including the proposed driveway and retaining wall on January 13, 2010.
10. An existing oak tree canopy is located just over five feet from the proposed driveway. The oak tree protected zone, as defined by Section 22.56.2060, includes all the area within five feet of the dripline of an oak tree as well as any area within 15 feet of an oak tree trunk. No paving or any other work may occur within the oak tree protected zone, and all work areas must be over five feet away from the dripline. Otherwise, an Oak Tree Permit is required. The applicant must make sure no encroachment occurs at the time of the construction of the driveway and related improvements.
11. Section 22.48.180 of Title 22 authorizes the Director to grant a modification to yard or setback regulations where topographic features, subdivision plans or other conditions create an unnecessary hardship or unreasonable regulation or make it obviously impractical to require compliance.
12. The applicant has demonstrated that the modification is warranted due to the topographic features of the property. The natural grade slopes downward approximately 12 feet within the first 28 feet from the front of the lot on Cold Canyon Road. The wall is needed to provide a support to the hillside after the grading is done for the driveway and trail. Proposed grading is 319 cubic yards of cut and 22 cubic yards of fill. In order to provide a sufficiently large flat area for the driveway and for hikers and equestrians, the wall will need to exceed the height limit for a portion of its length. The overall wall length is approximately 120 feet, and less than half of it will exceed the height limit. The wall will not be visible from Cold Canyon Road since the wall will be lower. The wall will be a light earth tone color and proposed landscaping will provide visual screening from the driveway and trail and from Wonder View Drive.

13. The applicant identified five properties in the neighborhood with walls or fences of eight feet or higher within required setback areas. These properties include 435 Wood Bluff Road, 25609 and 25620 Loree Way, 681 Cold Canyon Road and 25715 Piuma Road.
14. Notices for the requested yard modification were mailed to 11 different property owners within 100 feet of the subject property on February 10, 2011. There were 19 properties on the mailing list, including the parcels owned by the applicant. Many owners in the area own multiple parcels, but a notification letter was mailed to each owner on the list.
15. One opposition letter was received. It was from a neighbor who wanted clarification about the water flow and future street widening and its implications for the area. The neighbor was notified that there would be no impact to the water flow and that no street widening is proposed at this time, but that future street dedication areas will be maintained. One letter of support was received, which was from the owner of the property which is crossed by the driveway easement. Another neighbor telephoned to request a larger copy of the map and wanted to insure that the proposed driveway would not impact access to the trail or have any other negative impacts to the neighborhood. No concerns were raised regarding the proposed wall or its height.
16. This project qualifies for a Class 5 (Minor Alterations in Land Use Limitations) categorical exemption under the environmental reporting procedures and guidelines of the California Environmental Quality Act (CEQA).

BASED ON THE FOREGOING, THE DIRECTOR CONCLUDES:

- A. That the use, development of land and/or application of development standards is in compliance with all applicable provisions of Title 22;
- B. That the use, development of land and/or application of development standards, when considered on the basis of the suitability of the site for the particular use or development intended, is so arranged as to avoid traffic congestion, insure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and is in conformity with good zoning practice; and
- C. That the use, development of land and/or application of development standards is suitable from the standpoint of functional developmental design.

THEREFORE, the information submitted by the applicant substantiates the required findings for a Director's Review as set forth in Section 22.48.180 of Title 22.

DIRECTOR'S ACTION:

1. The Director finds that the project qualifies for a Class 5 (Minor Alterations in Land Use Limitations) Categorical Exemption under the environmental reporting procedures and guidelines of the California Environmental Quality Act (CEQA).
2. In view of the findings of fact presented above, Yard Modification Request No. RPP 201100071 / Project No. R2007-02720 is **APPROVED**.

BY:  DATE: 3 17-11

Richard Claghorn  
Principal Regional Planning Assistant  
Department of Regional Planning  
County of Los Angeles