

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



Th15a

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original staff report

SECOND ADDENDUM

September 7, 2016

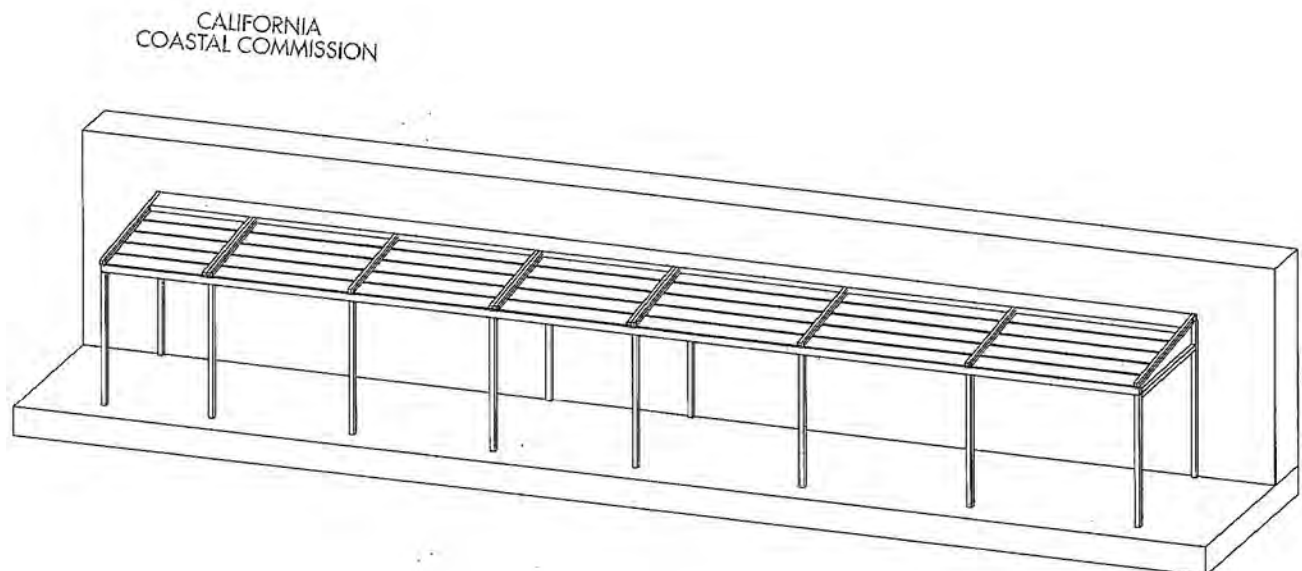
TO: Coastal Commissioners and Interested Parties

FROM: South Coast District Staff

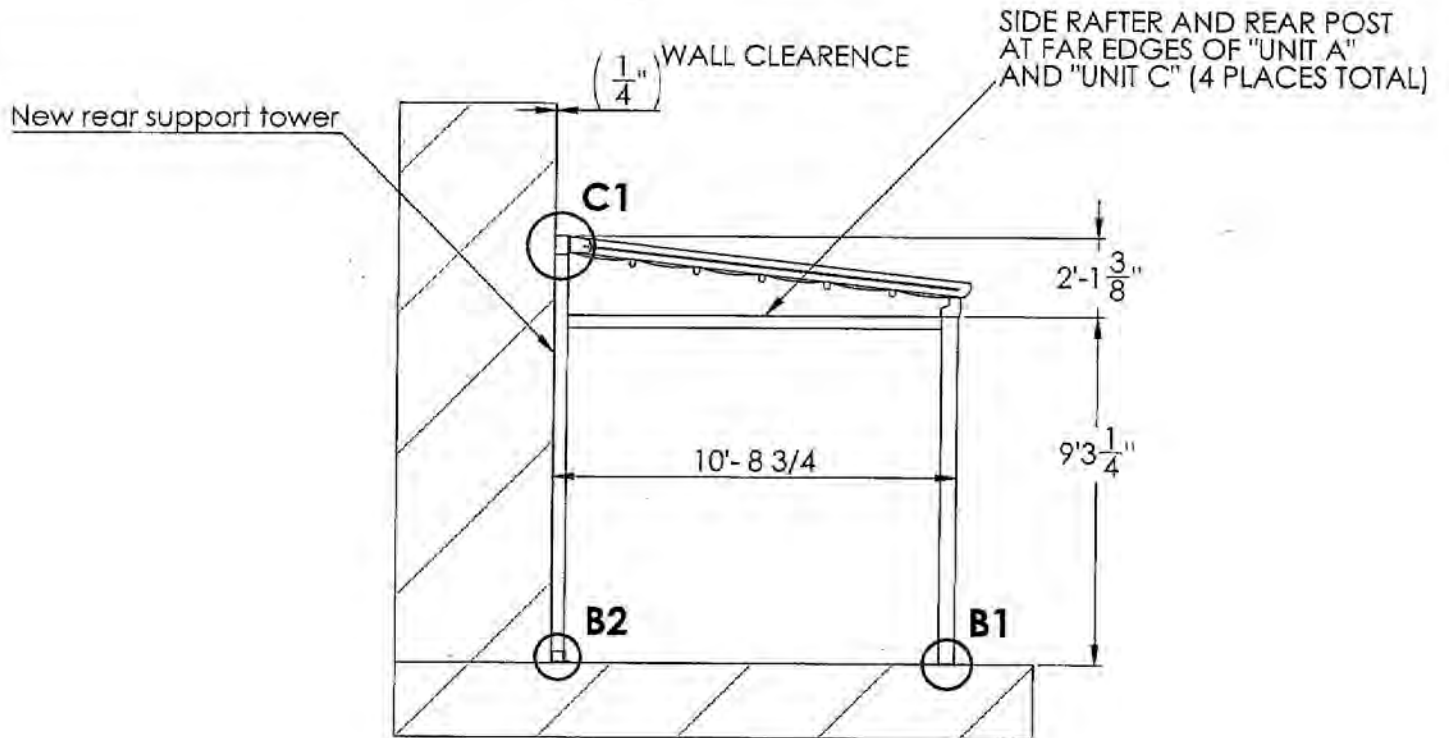
**SUBJECT: PERMIT APPLICATION NO. 5-16-0478 (Whaler, LLC) FOR THE
COMMISSION MEETING OF THURSDAY, SEPTEMBER 8, 2016.**

PROJECT PLANS – PROPOSED AWNING

The following images for the proposed awning over the Washington Boulevard right-of-way shall replace the plans attached to the addendum dated September 2, 2016, and shall be added as Exhibit 2.1 of the staff report dated August 23, 2016:



ISOMETRIC VIEW



SECTION VIEW

CALIFORNIA COASTAL COMMISSION

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ADDENDUM

September 2, 2016

TO: Coastal Commissioners and Interested Parties

FROM: South Coast District Staff

SUBJECT: **PERMIT APPLICATION NO. 5-16-0478 (Whaler, LLC) FOR THE COMMISSION MEETING OF THURSDAY, SEPTEMBER 8, 2016.**

PROJECT DESCRIPTION – PROPOSED AWNINGS

The purpose of this addendum is to make corrections to the above referenced staff report dated August 23, 2016. Deletions shall be marked by a ~~strike through~~ and additions shall be underlined, as shown below:

1. On page 1 of the staff report, the Project Description shall be modified as follows:

Addition of a 754 sq. ft. restaurant patio on the public right-of-way, including two awnings that will extend five ft. into the right-of-way, a 70 sq. ft. walk-up window service area and 684 sq. ft. of full-service, sit-down dining area, with valet parking service and 120 off-site parking spaces at Westside Leadership Magnet School at 104 Anchorage Street.

2. On page 5 of the staff report, Special Condition 1 shall be modified as follows:

1. Approved Development. Coastal Development Permit No. **5-16-0478** permits the addition of a 16-foot long awning and a 68-foot long awning, both will extend five feet over the public right-of-way; and the addition of a 754 square-foot sidewalk dining area on the Washington Boulevard public right-of-way, including a 70 square-foot walk-up service window sitting/waiting area and a 684 square-foot full-service, sit-down dining area. The permit also authorizes a valet parking service, with 120 off-site parking spaces located at the Westside Leadership Magnet School at 104 Anchorage Street, and a valet stand for drop-off and pick-up that utilizes two loading zone parking spaces located on the street in front of 23 Washington Boulevard. All development must occur in strict compliance with the proposal as set forth in the application, subject to the special conditions. The proposed development is subject to the review and approval of the City of Los Angeles. This action has no effect on conditions imposed by a local government pursuant to an authority other than the Coastal Act, including the conditions of the City of Los Angeles Case No. AWPC-2014-4703-SPE-SPP-PAB-PAD-CDP and the final

conditions of the City of Los Angeles, Bureau of Engineering revocable encroachment permit.

The permittee shall undertake development in accordance with the approved final approved plans unless the Commission amends this permit or the Executive Director determines that no amendment is legally required for any proposed minor deviations. In the event of conflict between the terms and conditions imposed by the local government and those of this coastal development permit, the terms and conditions of Coastal Development Permit No. **5-16-0478** shall prevail.

3. On page 8 of the staff report, Special Condition 5 shall be modified as follows:

5. Encroachments – Sidewalk Dining Area and Pick-up Window Service Area. A ten-foot nine-inch wide (10'-9") portion of the Washington Boulevard public sidewalk, abutting the restaurant property located at 10 Washington Boulevard, may be occupied as part of the restaurant's dining area, including two five-foot wide awnings that will drop to no less than eight feet above the sidewalk, provided that the remainder of the sidewalk is kept clear of obstructions to public pedestrian use of the sidewalk. The applicant shall obtain all necessary local approvals prior to placing any objects on the public sidewalk, and shall conform to all conditions of the local government. The off-site parking supply required by **Special Condition 3** shall be available for use by the restaurant's employees and customers during all hours when the off-site parking is available for use.

The only encroachments into the City of Los Angeles public right-of-way allowed by this coastal development permit are a sidewalk dining area and a walk-up take-out window service area including movable barrier walls with planter boxes, tables, chairs, and umbrellas that extend ten-foot nine-inches (10'-9") into the public right-of-way. Any additional development in the public right of way, including improvements, repairs, and maintenance, cannot occur without an amendment to this coastal development permit or a new coastal development permit from the Coastal Commission, unless the Executive Director determines that no amendment or new permit is legally required.

The applicant, leaseholders, tenants, employees and/or operators of the proposed project shall not place any object on the sidewalk that extends in front of the proposed sidewalk dining area. Prohibited encroachments include, but are not limited to, signs, tables, chairs, displays and merchandise racks.

4. On Page 10 of the staff report, the first full paragraph shall be modified as follows:

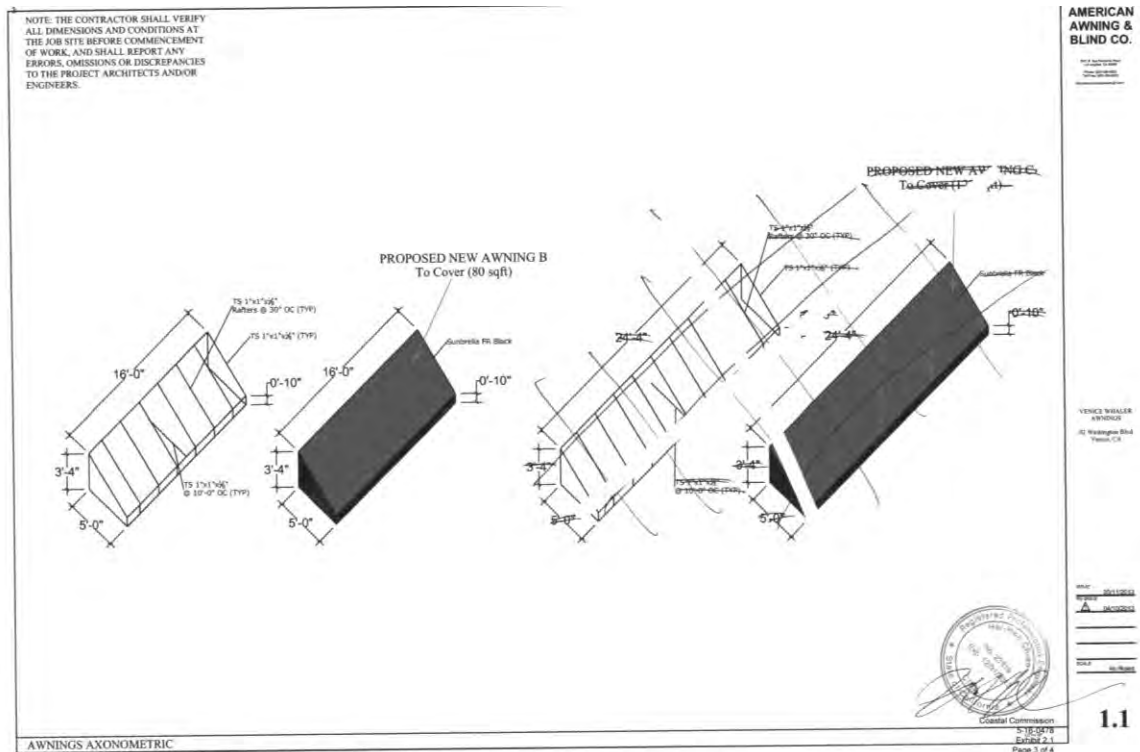
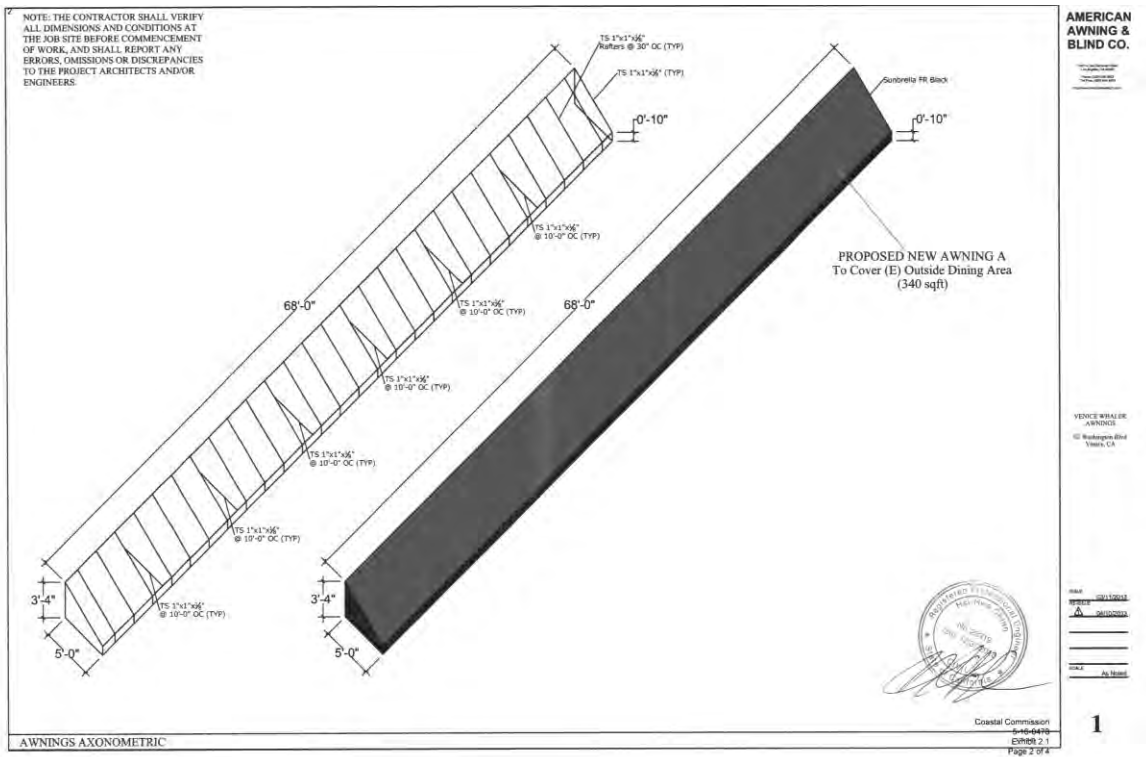
The applicant also proposes to install two awnings that extend 5 feet over the public right-of-way. The bottom of the awnings will drop to approximately eight feet above the public right-of-way and will be 16 feet and 68 feet long (Exhibit 2). A valet parking service, which will use the Westside Leadership Magnet School at 104 Anchorage Street, about 2 ½ blocks from the project site (Exhibit 1), to park cars, is also proposed by the applicant. The valet stand for drop-off and pick-up will utilize two loading zone parking spaces located on the street in front of the restaurant at 23 Washington Boulevard.

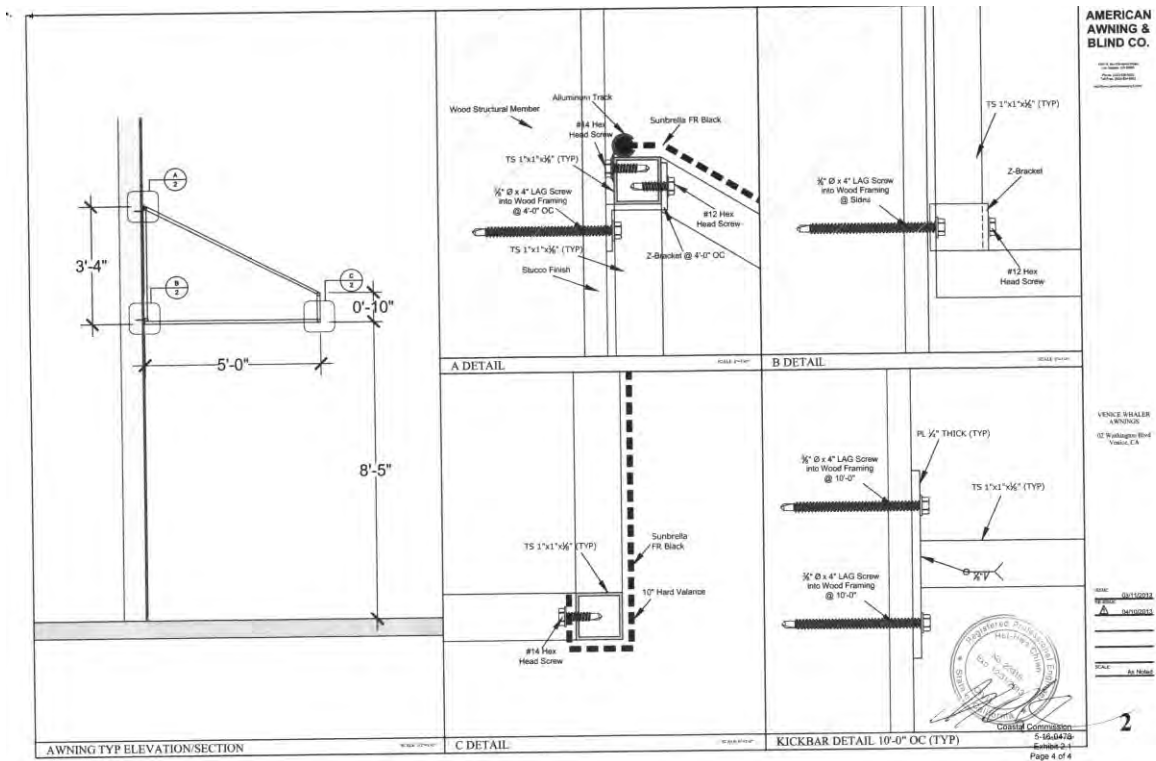
5. On page 18 of the staff report, the first paragraph shall be modified as follows:

The Washington Boulevard sidewalk provides direct pedestrian access from inland areas to Venice Pier and the beach. Therefore, the proposed project must not inhibit the use of the Washington Boulevard sidewalk as a pedestrian sidewalk. The proposed awnings and sidewalk dining area sits directly over and on a portion of the public sidewalk. The sidewalk along Washington Boulevard in this location is approximately twenty feet wide, so the proposed 10'9" encroachment will leave approximately nine feet of the sidewalk that would not be inhibited by the proposed dining area and use of the sidewalk as a pedestrian walkway will be preserved.

6. The following images shall be add as Exhibit 2.1 of the staff report:







CALIFORNIA COASTAL COMMISSION

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Filed:	06/22/2016
180th Day:	12/19/2016
Staff:	S. Vaughn -LB
Staff Report:	08/23/2016
Hearing Date:	09/08/2016

STAFF REPORT: REGULAR CALENDAR

Application No.:	5-16-0478
Applicant:	Whaler, LLC
Agent:	Dafne Gokcen, F. E. Design & Consulting
Locations:	10 Washington Boulevard, (with off-site parking at 104 Anchorage Street), Venice, City of Los Angeles, Los Angeles County (APN: 4225001001).
Project Description:	Addition of a 754 sq. ft. restaurant patio on the public right-of-way, including a 70 sq. ft. walk-up window service area and 684 sq. ft. of full-service, sit-down dining area, with valet parking service and 120 off-site parking spaces at Westside Leadership Magnet School at 104 Anchorage Street.
Staff Recommendation:	Approval with conditions

SUMMARY OF STAFF RECOMMENDATION:

The applicant requests an after-the-fact coastal development permit (CDP) for the addition of a sidewalk patio on the Washington Boulevard public right-of-way, including a full-service sit-down dining area and a sitting/waiting area for an existing walk-up service window. The Venice Whaler restaurant is a pre-coastal (c.1944) restaurant near Venice Pier with no exclusive associated parking. In order to mitigate the parking demand generated by the proposed restaurant addition, the applicant proposes to utilize a valet parking service at the Westside Leadership Magnet School, approximately 2 ½ blocks from the site. The school is operated by the Los Angeles Unified School District (LAUSD) and has agreed to execute a lease agreement with the restaurant in order to use the school parking lot and playground for the valet parking service when school is not in session. Multiple businesses in the Washington Square area are also participating in the valet service parking program. The parking demand generated by the proposed addition is 17 spaces. The valet parking program will provide 120 parking spaces. The valet parking stand, for drop-off and pick-up, is proposed to

utilize two loading zone parking spaces located on the street in front of 23 Washington Boulevard, approximately 180 feet landward and across the street from the restaurant.

Staff is recommending **approval** of the proposed coastal development permit with **ten (10)** special conditions. The special conditions would: **1)** restrict the approved development as described and conditioned by this permit; **2)** limit the terms of approval of the coastal development permit to five years; **3)** require the applicant to participate in a parking program; **4)** require the applicant to participate in a parking monitoring program **5)** limit encroachments in the public-right-of-way; **6)** acknowledge the right for the City to revoke the encroachment permit; **7)** protect public rights; **8)** restrict future improvements at the site; **9)** require the applicant to record a deed restriction; and **10)** require the applicant to comply with all on the conditions of the coastal development permit.

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Appendix A - Substantive File Documents

EXHIBITS

- Exhibit 1 – Vicinity Map and Project Site
- Exhibit 2 – Site Plan
- Exhibit 3 – Valet Parking Photos
- Exhibit 4 – Valet Parking Lease with LAUSD

I. MOTION AND RESOLUTION

Motion: *I move that the Commission approve Coastal Development Permit No. 5-16-0478 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

This permit is granted subject to the following 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 of 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

This permit is granted subject to the following special conditions:

1. **Approved Development.** Coastal Development Permit No. **5-16-0478** permits the addition of a 754 square-foot sidewalk dining area on the Washington Boulevard public right-of-way, including a 70 square-foot walk-up service window sitting/waiting area and a 684 square-foot full-service, sit-down dining area. The permit also authorizes a valet parking service, with 120 off-site parking spaces located at the Westside Leadership Magnet School at 104 Anchorage Street, and a valet stand for drop-off and pick-up that utilizes two loading zone parking spaces located on the street in front of 23 Washington Boulevard. All development must occur in strict compliance with the proposal as set forth in the application, subject to the special conditions. The proposed development is subject to the review and approval of the City of Los Angeles. This action has no effect on conditions imposed by a local government pursuant to an authority other than the Coastal Act, including the conditions of the City of Los Angeles Case No. AWPC-2014-4703-SPE-SPP-PAB-PAD-CDP and the final conditions of the City of Los Angeles, Bureau of Engineering revocable encroachment permit.

The permittee shall undertake development in accordance with the approved final approved plans unless the Commission amends this permit or the Executive Director determines that no amendment is legally required for any proposed minor deviations. In the event of conflict between the terms and conditions imposed by the local government and those of this coastal development permit, the terms and conditions of Coastal Development Permit No. **5-16-0478** shall prevail.

2. **Duration of Development**

A. Authorization Expiration. This coastal development permit authorizes the sidewalk dining area and valet parking program for five years from the date of approval or until the time when the existing restaurant is: i) redeveloped in a manner that constitutes new development; or ii) is no longer present or operational, whichever occurs first. Prior to the anticipated expiration of the permit and/or in conjunction with redevelopment of the property, the Permittee shall apply for a permit amendment to modify the terms of its authorization.

B. Modifications. If, during the term of this authorization, the Permittee desires to expand or alter the restaurant, the Permittee shall apply for an amendment to this coastal development permit.

C. Amendment. If the Permittee intends to keep the sidewalk dining area and valet parking service in place beyond the initial authorization period, the Permittee must submit a complete coastal development permit amendment request prior to the expiration of the authorized term.

3. **Parking Program.** The following parking program shall be implemented for as long as the proposed sidewalk dining area remains. The applicant shall provide and maintain a valet parking service and an off-site parking supply (with a minimum capacity of 17 vehicles) for use by the employees and customers of the proposed restaurant as described below. Restaurant employees shall be provided with free parking within the off-site parking supply. The applicant shall comply with the following conditions of approval:

A. PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT the applicant shall submit an annual lease agreement and any subsequent changes to the submitted lease agreement for a minimum of five years, for the review and approval of the Executive Director, that secures the applicant's legal ability to access and utilize the proposed off-site parking supply located at the Westside Leadership Magnet School (104 E. Anchorage Street, Venice, City of Los Angeles). The authorization to operate the restaurant sidewalk dining granted in Coastal Development Permit No. **5-16-0478** is contingent upon the continuing availability of the off-site parking supply to meet the restaurant's increase in parking demand associated with the sidewalk dining area. The proposed sidewalk dining area is not permitted to operate without a valid lease agreement for off-site parking and the continued implementation of the approved parking plan. The applicant shall submit a comprehensive list of all participants, commercial establishments and otherwise, that participate in the valet parking program. The applicant shall also submit an inventory of all other parking spaces in the subject parking lot which are leased or rented, and shall demonstrate that the 17 required parking spaces are not encumbered by a prior action, or leased by any other person or party. In the event that any of this information changes, the applicant shall provide all updates to the Executive Director within 10 working days, at which point the parking program may be reevaluated to determine if a permit amendment is required.

In the event that the lease with the Westside Leadership Magnet School is terminated, the applicant shall, within 10 working days, provide evidence that the 17 required off-site parking spaces are maintained at an alternate location in a manner acceptable to the Executive Director within nine hundred feet of 10 Washington Boulevard to meet the demands of the approved sidewalk dining area or remove the sidewalk dining area and all encroachments within the public right-of-way. No public parking spaces (e.g., beach parking lots or on public streets) shall be used to satisfy the parking requirements.

B. Valet Parking Service:

The applicant shall provide a valet parking service, consistent with the following requirements and limitations, during all hours that the off-site parking is available:

- a. Valet Station: One vehicle drop-off/pick-up station, utilizing a maximum of two (2) public on-street parking spaces, is permitted on Washington Boulevard in the immediate vicinity of the proposed restaurant (subject to the approval of the City of Los Angeles). All public on-street parking spaces located on Washington Boulevard shall be available for use by the general public on a first-come, first-serve basis consistent with all applicable City parking regulations at all times when the valet parking service is not in operation.
- b. Vehicle Storage: The valet parking service shall store/park all vehicles in the proposed off-site parking area located at the Westside Leadership Magnet School (104 E. Anchorage Street, Venice, City of Los Angeles). Storage of vehicles by valets is prohibited in the public beach/pier parking lots, on public rights-of-way, and in on-street parking spaces (except for loading and unloading at the vehicle drop-off/pick-up station described above), unless authorized by an amendment to this coastal development permit or a separate Coastal Commission authorization.

- c. Cost of Valet Parking Service: The fee charged for the valet parking service shall not at any time exceed the rate charged for parking at the Los Angeles County public beach parking lot located at the Venice Pier.
- d. Employee Parking: Employees of the restaurant shall have their vehicles stored/parked within the proposed off-site parking area located at the Westside Leadership Magnet School (104 E. Anchorage Street, Venice, City of Los Angeles) during all hours that the off-site parking is available at no cost.
- e. Signage: A double-faced portable sign shall be placed at the valet vehicle drop-off/pick-up station during all hours that the valet parking service is in operation. The sign shall clearly announce the availability of the valet parking service for public use and the cost of valet parking. Each face of the sign shall not exceed 15 square-feet in area, and the sign shall not rotate, flash, or be internally illuminated.

The valet parking service shall be provided consistent with the above-stated requirements and limitations. Any change in the operation of the valet parking service shall be submitted to the Executive Director to determine whether an amendment to this permit is necessary pursuant to the requirements of the Coastal Act and the California Code of Regulations.

4. Parking Monitoring Plan.

A. PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicant shall submit, for the review and approval of the Executive Director, a plan for annually monitoring the valet parking program for the proposed development for a minimum of five years after the date of approval of this coastal development permit. The parking monitoring study shall take place for a minimum duration of one week during peak parking demand (July and August) and shall be submitted to the Coastal Commission on or before the anniversary date of approval of Coastal Development Permit No. **5-16-0478**.

At a minimum, the plan shall include the dates and times that the parking monitoring took place, an hourly parked-car count, and how public access to the coast is impacted whether positively or negatively.

The plan shall include the submission of a yearly monitoring report to the Executive Director of the Coastal Commission which includes a) results from the parking monitoring data collection; b) an analysis of the adequacy of the parking to serve the development authorized under Coastal Development Permit No. **5-16-0478**; and c) recommendations to reduce or avoid any parking deficiencies identified as they relate to the development authorized under Coastal Development Permit No. **5-16-0478**.

If parking monitoring shows that the parking identified by the permittee is not adequate to support the development authorized under Coastal Development Permit No. **5-16-0478**, the permittee shall seek to remedy the parking inadequacy and shall obtain an amendment to this coastal development permit or a new coastal development permit to implement the remedy unless the Executive Director determines that no amendment or new permit is legally required.

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

5. **Encroachments – Sidewalk Dining Area and Pick-up Window Service Area.** A ten-foot nine-inch wide (10'-9") portion of the Washington Boulevard public sidewalk, abutting the restaurant property located at 10 Washington Boulevard, may be occupied as part of the restaurant's dining area, provided that the remainder of the sidewalk is kept clear of obstructions to public pedestrian use of the sidewalk. The applicant shall obtain all necessary local approvals prior to placing any objects on the public sidewalk, and shall conform to all conditions of the local government. The off-site parking supply required by **Special Condition 3** shall be available for use by the restaurant's employees and customers during all hours when the off-site parking is available for use.

The only encroachments into the City of Los Angeles public right-of-way allowed by this coastal development permit are a sidewalk dining area and a walk-up take-out window service area including movable barrier walls with planter boxes, tables, chairs, and umbrellas that extend ten-foot nine-inches (10'-9") into the public right-of-way. Any additional development in the public right of way, including improvements, repairs, and maintenance, cannot occur without an amendment to this coastal development permit or a new coastal development permit from the Coastal Commission, unless the Executive Director determines that no amendment or new permit is legally required.

The applicant, leaseholders, tenants, employees and/or operators of the proposed project shall not place any object on the sidewalk that extends in front of the proposed sidewalk dining area. Prohibited encroachments include, but are not limited to, signs, tables, chairs, displays and merchandise racks.

6. **City's Right to Revoke Encroachment Permit.** Approval of this coastal development permit shall not restrict the City's right and ability to revoke, without cause, the approved City encroachment permit in order to construct public access and recreation improvements within the public right-of-way. In the event the City does revoke the encroachment permit, the applicant shall immediately, or in a timeframe determined by the City, remove all development within the public right-of-way approved by this permit.
7. **Public Rights.** The Coastal Commission's approval of this permit shall not constitute a waiver of any public rights that exist or may exist on the subject property. The permittee shall not use this permit as evidence of a waiver of any public rights that may exist on the property.
8. **Future Improvements.** This permit is only for the development described in Coastal Development Permit No. **5-16-0478**. Except as provided in Public Resources Code section 30610 and applicable regulations, any future development as defined in PRC section 30106, including, but not limited to, a change in the density or intensity of use land, shall require an amendment to Permit No. **5-16-0478** from the California Coastal Commission or shall require an additional coastal development permit from the California Coastal 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 restaurant parcel(s) governed by this permit 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 restaurant 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. **Condition Compliance.** Within ninety (90) days of Commission action on this coastal development permit application, or within such additional time as the Executive Director may grant for good cause, the applicant shall satisfy all requirements specified in the conditions hereto that the applicant is required to satisfy prior to issuance of this permit. Failure to comply with this requirement may result in the institution of enforcement action under the provisions of Chapter 9 of the Coastal Act.

IV. FINDINGS AND DECLARATIONS

A. PROJECT LOCATION & DESCRIPTION

The proposed project is located at the foot of the Venice Pier on the inland side of the Venice Boardwalk (Ocean Front Walk) on a 2,520 square-foot lot designated as Community Commercial by the certified Venice Land Use Plan (LUP) in the City of Los Angeles Dual Permit Jurisdiction Area in Venice Beach (**Exhibit 1**). Washington Boulevard is a commercially-zoned street with one and two-story restaurants, shops, and cafes which cater to local residents and the thousands of daily visitors to Venice Beach. Both sides of Washington Boulevard are lined with metered diagonal public parking spaces. The Venice Pier public beach parking lot, administered by the Los Angeles County Department of Beaches and Harbors, is located on the south side of the pier at the end of Washington Boulevard and adjacent to the project site (**Exhibit 1**). The area surrounding the Washington Boulevard commercial corridor consists primarily of residential neighborhoods.

The site is developed with a pre-coastal restaurant (the “Venice Whaler”) that was built in 1944. The Whaler is a 3,096 square-foot, two-story, full-service restaurant with 1,294 square-feet of indoor and rooftop service area (**Exhibit 1**). The restaurant was originally built with a walk-up take-out window that has been used on and off throughout the history of the restaurant. It was most recently reestablished in 2010 under a previous owner. The applicant requests an after-the-fact CDP for the addition of a 754 square-foot patio on the public right-of-way in between the restaurant and Washington Boulevard (**Exhibit 2**). The addition includes a 70 square-foot walk-up window service sitting/waiting area with seating and umbrellas and a 684 square-foot, full-service, sit-down dining area. The sidewalk along Washington Boulevard in this location is approximately 20 feet wide, so

the proposed 10'9" encroachment will leave an approximately 9-foot wide portion open and unobstructed for access to the beach.

The applicant also proposes a valet parking service, which will use the Westside Leadership Magnet School at 104 Anchorage Street, about 2 ½ blocks from the project site (**Exhibit 1**), to park cars. The valet stand for drop-off and pick-up will utilize two loading zone parking spaces located on the street in front of the restaurant at 23 Washington Boulevard.

The sidewalk service area in the public right-of-way was originally established on August 5, 2010, with a revocable encroachment permit granted by the City of Los Angeles, Bureau of Engineering (R-1085-0011) and was expanded on October 21, 2011 pursuant to City of Los Angeles, Bureau of Engineering Revocable Permit R-1085-0036. The sidewalk patio consists of barrier walls with planter boxes, tables, chairs, and umbrellas (**Exhibit 1**), all of which are easily movable and removable. No CDP was obtained from the City or the Coastal Commission to permit the sidewalk service area at the time it was established under a previous owner. The new owner has obtained a local CDP from the City (APCW-2014-4703-SPE-SPP-PAB-PAD-CDP, approved on January 20, 2016) and is now seeking an after-the-fact dual CDP for the sidewalk dining area and valet parking program from the Coastal Commission.

B. PUBLIC ACCESS AND PARKING

The restaurant was established prior to the enactment of the Coastal Act. As such, the existing restaurant is not required to provide vehicle parking consistent with the Venice certified LUP. However, adequate vehicle parking is required to be provided in conjunction with the proposed service area expansion. The proposed project is located in an area that currently lacks adequate parking. One of the most important coastal planning issues for this part of Venice is the issue of parking and the lack thereof. Therefore, new development and minor additions to existing commercial development must provide adequate parking in order to protect the existing public parking facilities that support public access to the many recreational opportunities available at this highly popular coastal area.

Many of the existing commercial and residential structures in this area were constructed decades ago at a time when the parking demands generated by development were significantly less than they are today. The restaurants, cafes and shops that line Washington Boulevard have little or no on-site parking to serve their employees and customers. Consequently, there is a severe shortage of available parking spaces in the area when the demand for parking peaks. Visitors and users of the various commercial, residential and recreational uses in the area must compete for the limited number of available parking spaces in the area. This situation has negatively impacted the availability of public access to the coast during peak-use periods.

The largest parking reservoirs in the project area are the Venice Pier public beach parking lot (approximately 302 spaces) and the metered on-street parking spaces that line Washington Boulevard (approximately 50 spaces). The streets of the surrounding residential neighborhoods provide very few on-street parking spaces because most of the streets are walk streets with no vehicular access. Vehicular access to the residential areas is provided primarily by narrow alleys with no on-street parking. Therefore, the limited public parking reservoirs provide parking not only for beach visitors and customers of the commercial uses, but also for employees of the commercial uses and guests of the area's residents and some of the residents themselves.

The Commission has consistently found that a direct relationship exists between the provision of adequate parking and availability of public access to the coast. In previous restaurant expansion cases in the area, including: CDPs 5-84-638-A2 (27-33 Washington Blvd.), 5-00-198 (30 Washington Blvd.), A-5-VEN-00-173 (30 Washington Blvd.), and 5-03-378 (14-18 Washington Blvd.), the Commission required the provision of off-site parking spaces to mitigate the demand for parking with the associated the expansion of existing and the construction of new restaurants in this area of Washington Boulevard. In order to be consistent with past Commission action and to conform to the requirements of the Coastal Act, the proposed project is required to provide adequate parking facilities.

Coastal Act Section 30252 states:

The location and amount of new development should maintain and enhance public access to the coast by (1) facilitating the provision or extension of transit service, (2) providing commercial facilities within or adjoining residential development or in other areas that will minimize the use of coastal access roads, (3) providing nonautomobile circulation within the development, (4) providing adequate parking facilities or providing substitute means of serving the development with public transportation, (5) assuring the potential for public transit for high intensity uses such as high-rise office buildings, and 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.

Section 30252 of the Coastal Act requires that public access be protected by ensuring that adequate parking is provided to meet the increased parking demand generated by new development. Further intensification of uses in the project area will increase the demand for parking. The demand for parking already surpasses the supply during peak use periods. The peak use periods in the Venice Pier area are primarily summer days when beach attendance increases. Parking demand is lowest when beach attendance is low, although the restaurants in the area do generate a significant demand for parking during the dinner hours.

Parking Demand

The certified Venice Land Use Plan (LUP) provides parking requirements that apply to all new development and any extensive remodels, additions, or changes of use in the Venice coastal zone. The proposed project is considered an addition to an existing use. It does not include an extensive remodel or change in use. As such, the proposed project is required to provide vehicle parking for the proposed 754 square-foot addition of service floor area. Additionally, the proposed project is located within the Beach Impact Zone (BIZ) of the Venice area as defined in the certified Venice LUP. The BIZ parking requirements are in addition to the standard parking requirements. The parking spaces generated by the BIZ parking requirements help offset the cumulative impacts on public access opportunities caused by the intensification of commercial enterprises in the Venice area.

Certified Venice LUP Policy II.A.3 states:

The parking requirements outlines in the following table shall apply to all new development, any addition and/or change of use. The public beach parking lots and the Venice Boulevard

median parking lots shall not be used to satisfy the parking requirements of this policy. Extensive remodeling of an existing use or change of use which does not conform to the parking requirements listed in the table shall be required to provide missing numbers of parking spaces or provide an in-lieu fee payment into the Venice Coastal Parking Impact Trust Fund for the existing deficiency. The Venice Coastal Parking Impact trust Fund will be utilized for improvement and development of public parking facilities that improve public access to the Venice Coastal Zone.

Restaurant, Night Club, Bar, and similar establishments and for the sale or consumption of food and beverages on the premises.	1 space for each 50 square feet of service floor area (including outdoor service areas).
Drive-in and Window Service Restaurant providing Outdoor eating area or Walk-up or Drive-up Window Service.	1 space for each 50 square feet of floor area, but not fewer than 10 spaces. The above may be modified for walk-up facilities with no seating area and beachfront walk-up with seating depending on the particulars of the individual case.

Certified Venice LUP Policy II.A.4 states:

Any new and/or any addition to commercial, industrial, and multiple-family residential development projects within the Beach Impact Zone shall provide additional (in addition to parking required by Policy II.A.3) parking spaces for public use or pay in-lieu fees onto the Venice Coastal Parking Impact trust Fund.

Beach Impact Zone (BIZ) Parking Trust Fund criteria:

- a. Commercial and industrial projects in the BIZ shall provide one additional parking space for each 640 square feet of floor area on the ground floor. Up to 50% of the total number of these additional parking spaces required in this section may be paid for in lieu of providing the space.*
- d. In no event shall the number of BIZ parking spaces (over and above those spaces required by the parking requirements set forth in Policy II.A.3) required for the projects of three or more dwelling units, or commercial or industrial projects, be less than one (1) parking space for residential projects and two (2) spaces for commercial and industrial projects.*

Implementation Strategies

The in lieu fee for a BIZ parking space shall be established in the Implementation Plan (IP) at a rate proportional to the cost of providing a physical parking space.

Certified Venice LUP Policy II.A.9 states:

The following policies shall be implemented and enforced in order to protect and enhance public parking opportunities provided on the public rights-of-way and in off-street parking areas:

- a. Beach Parking Lots. The beach parking lots located at Washington Boulevard, Venice Boulevard and Rose Avenue shall be protected for long-term (4 – 8 hours) public beach parking. No parking spaces in the beach parking lots shall be used to satisfy the parking requirements of Policies II.A.3 and II.A.4. The temporary short-term lease or reservation of parking spaces in the beach parking lots may be permitted if the proposed temporary use of the parking supply does not conflict with the need for public parking by beach goers. Any proposal to allow overnight residential parking in the beach parking lots shall include provisions to enforce a prohibition against the storage of vehicles in the lots during the daylight hours by non-beach goers.
- b. Street Ends. It is the policy of the City to not permit privatization of street ends. Public parking opportunities shall be protected and encouraged at improved and unimproved street-ends that abut Ocean Front Walk and/or the beach.
- c. Rights-of-way. In order to maintain and increase the public parking supply, the City shall maximize and protect the availability of public parking opportunities on City streets that currently accommodate vehicular traffic.
- d. Curb cuts. In order to protect on-street parking opportunities, curb cuts shall not be permitted where vehicular access can be provided from an alley. When vehicular access cannot be safely provided from an alley, curb cuts shall be limited to the minimum amount necessary to provide safe vehicular access to a site. Old curb cuts shall be restored to curbside parking when feasible.
- e. Private parking. Existing ordinances shall be enforced to ensure that parking areas situated on street-ends and on public rights-of-way are protected for public use and shall not be privatized or posted for private use.

Certified Venice LUP Policy II.A.10 states:

Valet parking programs may be permitted and implemented in order to increase the amount of available public parking in parking impacted areas. In order to ensure that any valet parking program that is permitted to operate in the Venice Coastal Zone does not negatively impact coastal access opportunities, all approved valet parking programs shall comply with the following policies:

- a. *The use of public parking areas for valet Drop-off/Pick-up stations shall be limited to the minimum area necessary and occupy the fewest number of public parking spaces.*
- b. *Vehicle Storage/parking. The storage of vehicles by valets is prohibited in public parking lots, on public rights-of-way and in on-street parking spaces (except for loading and unloading) unless it is determined that use of the public parking area will not conflict with the need for public parking by beach goers.*
- c. *A valet parking program that utilizes public property in the coastal zone shall be available for use by the general public with no preference granted to any group or type of use (i.e., restaurant customer vs. beach goers).*

Certified Venice LUP Policy II.A.11 states:

Shared parking arrangements may be permitted to accommodate new commercial uses and intensification of existing commercial uses provided that a detailed parking study demonstrates that the proposed shared parking arrangements will not negatively affect coastal access or access to public recreational facilities. Public beach parking lots shall not be used for shared parking arrangements.

The proposed project would require the applicant to provide 17 parking spaces (754 sq. ft. x 1 space/50 sq. ft. = 15 spaces + 2 BIZ spaces = 17). The applicant is not required to provide 10 vehicle parking spaces for the walk-up service window because that was established as part of the original development in 1944 and the proposed project is not an extensive remodel or change in use, which would require the development to come into conformance with the parking requirements of the Venice certified LUP. As such, the applicant is only required to provide adequate parking for the proposed sidewalk service area addition.

Proposed Parking Plan

The applicant proposes to meet the parking demand generated by the proposed project with a valet parking service with off-site vehicle storage. The valet parking service will be managed by a contracted valet company. The valet pick-up and drop-off will be located in a loading zone in front of 23 Washington Boulevard, about 180 feet east (landward) of the subject restaurant and across the street. The valet service will occupy no more than two loading zone parking spaces and will be identified with a valet stand and sign indicating the cost of valet parking (**Exhibit 3**). The valet service will be available to all members of the public from 6:00 p.m. to midnight, Monday – Friday and 9:00 a.m. to midnight Saturday and Sunday and non-school days, with a self-parking option on weekends and non-school days. The school is typically on summer break from approximately early June to mid-August and is not open for summer school. The hours of the proposed valet service are consistent with peak beach parking demand in the area.

The valet fee charged for the proposed parking service may fluctuate, however, pursuant to **Special Condition 3**, the fee charged for the valet parking service shall not at any time exceed the rate charged for parking at the Los Angeles County public beach parking lot located at the Venice Pier. The parking fee charged for the Los Angeles County public beach parking lot at Venice Pier, as of 2014, is a flat fee of up to \$15.00 (lower fees are sometimes charged when demand is lower).

Vehicles using valet service will be parked at the Westside Leadership Magnet School at 104 Anchorage Street, about 2 ½ blocks from the project site, which includes 120 vehicle parking spaces (**Exhibit 1**). There will be 30 parking spaces in the faculty parking lot reserved for employees and 90 parking spaces on the school playground available to all members of the public who use the valet parking service. The school is operated by LAUSD.

The applicant has provided a ten-month lease (expires June 30, 2017) agreement with the school district that allows valet and self-parking on school grounds when school is not in session (**Exhibit 4**). The terms of the school district lease allow valet parking on school grounds on Monday through Friday from 6:00 p.m. to 12:00 a.m., and valet and self-parking on weekends and non-school days from 9:00 a.m. to 12:00 a.m. The applicant has proposed no other provisions for customer and employee parking other than the proposed valet parking service and self-parking on weekends and

non-school days using the school site to store vehicles. The lease indicates that the school district has the right to terminate the lease for any reason with three days of written notice to the applicant. As such, **Special Condition 3** states that if for any reason the applicant loses the ability to park on the school grounds and an alternative site to park the vehicles that is acceptable to the Executive Director is not identified and secured within 10 working days, the applicant must remove the sidewalk dining area from the public right-of-way until such an acceptable site for the valet parking service to park cars or an alternative parking plan is identified and secured.

The applicant asserts that the proposed parking plan, which consists of the valet parking service and self-parking option on weekends and non-school days at the school site, provides more than adequate parking for the proposed project. In fact, the proposed valet parking service and self-parking option would provide more than the required number of parking spaces for the proposed restaurant, and would also increase the overall parking supply for all visitors to the area. The applicant states that any person, including beach goers and customers of any other commercial establishment, would be able to utilize the proposed parking service at a rate no higher than that charged by the public beach parking lot administered by the County. However, a parking validation or discount is proposed for those who patronize commercial establishments that are identified in participating in the valet parking program. Pursuant to **Special Condition 3**, the applicant shall submit a comprehensive list of all participants, commercial establishments and otherwise, who participate in the valet parking program described in this coastal development permit.

As described by the applicant, the proposed valet parking service would utilize two existing on-street parking spaces on Washington Boulevard that the City has designated as a loading area. A valet stand would occupy these two on-street parking spaces and use the space for the drop-off and pick-up of vehicles. The valet parking service would store the dropped-off vehicles at the Westside Leadership Magnet School consistent with the school district lease. No public parking spaces, except for the two on-street spaces utilized for the valet stand, are proposed to be used by the valet parking service for vehicle storage.

Parking Analysis

As previously stated, Section 30252 of the Coastal Act requires that public access be protected by ensuring that new development provide adequate parking to meet the increased parking demand that the new development generates. Intensification of existing uses and new uses in the project area will result in additional demands on the parking supply that supports public access to Venice Pier and the beach. Therefore, the Commission consistently requires the provision of new parking supplies to offset the additional parking demand that is generated by new development.

In Venice, the small lots and non-conforming structures (that provide little or no on-site parking) make it very difficult for applicants to provide adequate on-site parking or create new off-site parking. The creation of new commercial uses in Venice often depends on the development of creative solutions to the parking dilemma. Several proposed projects in Venice have been scaled down or have not been approved due to the lack of adequate parking facilities.

However, the Commission has authorized new commercial development and intensification of existing commercial uses that depend on off-site parking to meet new parking demands. Adequate parking can be provided at off-site locations, consistent with the requirements of Section 30252 of the Coastal Act, if the parking conforms to the following parameters:

1. The proposed off-site parking supply must provide an adequate capacity to meet the demands of the project.
2. The proposed off-site parking supply must be near the proposed project and be accessible for convenient use by the target group that the off-site parking serves.
3. The proposed off-site parking supply must be available for convenient use during the hours that the parking is needed to meet the demands of the project.
4. The proposed off-site parking supply must be available to meet the demands of the project on a permanent or long-term basis.

An off-site parking plan that does not conform to the above-stated parameters would result in an increased demand on the existing public parking supply and would therefore impede the public's ability to access the coast.

The applicant's proposed parking plan conforms to the first three parameters listed above. First, the proposed parking area at the Westside Leadership Magnet School can accommodate up to 120 vehicles. Therefore, the capacity of the proposed off-site parking reservoir would exceed the parking requirement (17 spaces) for the proposed project.

Secondly, the proposed valet for the off-site parking supply would be close and convenient. The Commission typically requires that off-site parking be within 300 feet of the commercial use that it supports. The Commission's 300-foot standard, however, is more applicable to self-parking areas where people would have to walk between the off-site parking and the commercial use. In this case, the proposed off-site parking supply is located approximately 600 feet from the proposed restaurant, but the valet parking stand will be located approximately 180 feet from the proposed restaurant. As such, the proposed valet parking program would be easily accessible for convenient use by persons who utilize the proposed valet parking service. People will be encouraged to use the proposed valet parking service because: a) the proposed valet parking rate will be no more than that charged by the Venice Pier public beach parking lot, and b) there are very few opportunities to park elsewhere. Of course, the on-street metered parking spaces on Washington Boulevard (approximately 50 spaces) would likely fill-up first because of the relative convenience of self-parking on the street.

Third, the terms of the school district lease allow valet parking on school grounds on Monday through Friday from 6:00 p.m. to 12:00 a.m., and on weekends and non-school days from 9:00 a.m. to 12: a.m. (**Exhibit 4**). The school is closed for summer break from approximately early June to mid-August and does not offer summer school. Although the proposed off-site parking will not be available during all hours that the restaurant is open (when school is in session), it will be available during peak parking demand and will contribute 120 additional parking spaces available to the public just 2 ½ blocks from the beach when public beach parking supplies are most strained.

The proposed off-site parking supply must be available to meet the demands of the project on a permanent or long-term basis.

The applicant has submitted a ten-month lease for the off-site parking that would expire on June 30, 2017. The applicant asserts that the lease will be renewed on an annual basis. There is, however, no guarantee that the school district will authorize future extensions of the annual parking lease and the

applicant has no provision to meet the proposed project's demand for customer and employee parking other than the proposed valet and self-parking service using the school site to store vehicles. The loss of the off-site parking at the school site would leave a parking deficit of 17 parking spaces, which would result in an increased demand on the existing public parking supply and would therefore impede the public's ability to access the coast.

The lack of available customer parking after June 30, 2017 may not have an immediate significant negative impact on coastal access. However, the cumulative impact of authorizing similar new development without adequate or guaranteed parking supplies would have the effect of further limiting the public's ability to find the public parking park that is necessary to support public access to Venice Pier and Venice Beach.

Therefore, the Commission must impose special conditions on the proposed project in order for it to conform to the requirement of Section 30252 of the Coastal Act that new development provide adequate parking facilities to protect public access to the coast. The special conditions are necessary to mitigate the negative impacts to public access that would result if the proposed restaurant and off-site parking plan were approved as proposed by the applicant. In order to protect the public parking supply that is necessary to maintain public access to the coast, **Special Condition 3** will:

Ensure that the proposed off-site parking supply is available to adequately meet the demands of the project on an on-going basis with annual leases for a minimum of 5 years.

Ensure that the proposed off-site parking supply is available for convenient use during the hours that the demand for parking is highest.

Ensure that the operation of the proposed valet parking service is carried out in a manner that provides the required parking supply without negatively affecting public access.

In addition, employees of the proposed restaurant shall be encouraged to utilize the valet parking service through the incentive of free valet parking. **Special Condition 3** also requires a sign program to announce the availability of the valet parking service for use by the customers of the proposed restaurant.

Additionally, **Special Condition 4** requires the applicant to submit annual parking monitoring reports for five years after the approval of CDP **5-16-0478** in order to monitor the parking program to determine if it is sufficient to meet the demand of the proposed sidewalk dining expansion. **Special Condition 2** limits the authorization of CDP **5-16-0478** to five years after the date of approval of the CDP. After five years, the applicant must apply to the Coastal Commission extend or make permanent the authorization of the sidewalk dining expansion and the parking program as described in CDP **5-16-0478**.

As conditioned, the proposed development will not have any new adverse impact on public access to the coast or to nearby recreational facilities. Thus, as conditioned, the proposed development conforms with Sections 30210 through 30214, Sections 30220 through 30224, and 30252 of the Coastal Act.

C. PUBLIC ACCESS ON THE WASHINGTON BOULEVARD SIDEWALK

The Washington Boulevard sidewalk provides direct pedestrian access from inland areas to Venice Pier and the beach. Therefore, the proposed project must not inhibit the use of the Washington Boulevard sidewalk as a pedestrian sidewalk. The proposed sidewalk dining area sits directly on a portion of the public sidewalk. The sidewalk along Washington Boulevard in this location is approximately twenty feet wide, so the proposed 10'9" encroachment will leave approximately nine feet of the sidewalk that would not be inhibited by the proposed dining area and use of the sidewalk as a pedestrian walkway will be preserved.

Other types of encroachments, however, could obstruct pedestrian access along the sidewalk. Therefore, **Special Conditions 5, 6, and 7** protect public access and recreation opportunities by prohibiting further encroachments and/or the placement of objects on the sidewalk, including, but not limited to: signs, tables, chairs, racks, or other objects; recognize the City's right to revoke the encroachment permit at any time, in which case the applicant or its successors will be required to remove the sidewalk dining area; and maintain the public rights that exist at the site. Only as conditioned can the proposed project be found to be consistent with the public access policies of the Coastal Act. Therefore, the Commission finds that the proposed development, as conditioned, is in conformity with Sections 30210 through 30214 and Sections 30220 through 30223 of the Coastal Act regarding the promotion of public recreational opportunities.

D. SINGLE/DUAL PERMIT JURISDICTION AREA

Within the areas specified in Section 30601, which is known in the City of Los Angeles permit program as the *Dual Permit Jurisdiction* area, the Coastal Act requires that any development which receives a local CDP permit also obtain a second (or "dual") CDP from the Coastal Commission. The Commission's standard of review for the proposed development in the *Dual Permit Jurisdiction* area is the Chapter 3 policies of the Coastal Act. For projects located inland of the areas identified in Section 30601 (i.e., projects in the *Single Permit Jurisdiction*), the City of Los Angeles local CDP is the only CDP required. The proposed project site is located within the *Dual Permit Jurisdiction Area*. In January 2016, the applicant obtained Local Coastal Development Permit No. APCW-2014-4703-SPE-SPP-PAB-PAD-CDP from the City of Los Angeles Department of City Planning for the proposed sidewalk dining area.

E. DEVELOPMENT

The development is located within an existing developed area and is compatible with the character and scale of the surrounding area. However, the proposed project lacks adequate parking based on the Commission's typically applied parking standards and the certified Venice LUP. Though the existing restaurant does not currently provide adequate parking, the extent of improvements do not warrant that the historically deficient parking be fully provided at this time since extensive remodeling or a change of use of the existing structure is not proposed at this time. Nevertheless, the Commission finds that adequate parking is required for the proposed expansion of the dining area onto the public right-of-way. In addition to the previously mentioned parking program that the applicant is required to participate in **Special Condition 8**, which requires any future improvements to be reviewed by the Coastal Commission so that the parking deficiency may be reevaluated. As conditioned the development conforms with Sections 30250, 30251, 30252, and the public access policies of the Coastal Act.

F. DEED RESTRICTION

To ensure that any prospective future owners of the restaurant are made aware of the applicability of the conditions of this permit, the Commission imposes **Special Condition 9** requiring that the owner of the restaurant record a deed restriction against the property, referencing all of the above Special Conditions of this permit and imposing them as covenants, conditions and restrictions on the use and enjoyment of the restaurant property. Thus, as conditioned, this permit ensures that any prospective future owner of the restaurant will receive actual notice of the restrictions and/or obligations imposed on the use and enjoyment of the land in connection with the authorized development.

G. UNPERMITTED DEVELOPMENT

Development has occurred on the subject site without the benefit of the required coastal development permit, including but not necessarily limited to addition of a sidewalk dining area in the public right-of-way. A coastal development permit was not issued by the Commission to authorize the addition. Nor was any coastal development permit issued by the City of Los Angeles (until 2016). Any development activity conducted in the Coastal Zone without a valid coastal development permit, or which does not substantially conform to a previously issued permit, constitutes a violation of the Coastal Act. The applicant is requesting after-the-fact authorization of the sidewalk dining area noted above. Issuance of the permit and compliance with all of the terms and conditions of this permit will result in resolution of the violation of the Coastal Act consisting of addition of a sidewalk dining area going forward.

Although development has taken place prior to submission of this permit application, consideration of the application by the Commission has been based solely upon the policies of Chapter 3 of the Coastal Act. Commission review and action on this permit does not constitute a waiver of any legal action with regard to the alleged violations, nor does it constitute an implication of implied statement of the Commission's position regarding the legality of any development undertaken on the site without a coastal development permit, or that all aspects of the violation have been fully resolved. In fact, approval of this permit is possible only because of the conditions included herein, and failure to comply with these conditions would also constitute a violation of this permit and of the Coastal Act upon issuance. Accordingly, the applicant remains subject to enforcement action just as it was prior to this permit approval for engaging in unpermitted development, unless and until the conditions of approval included in this permit are satisfied.

H. LOCAL COASTAL PROGRAM (LCP)

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 (LCP) which conforms with Chapter 3 policies of the Coastal Act:

- (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). A denial

of a coastal development permit on grounds it would 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) shall be accompanied by a specific finding which sets forth the basis for such conclusion.

The City of Los Angeles does not have a certified Local Coastal Program for the Venice area. The City of Los Angeles Land Use Plan (LUP) for Venice was effectively certified on June 14, 2001. The proposed project, as conditioned, conforms to the proposed Venice LUP. The proposed project, as conditioned, is also consistent with the Chapter 3 policies of the Coastal Act. Therefore, the Commission finds that approval of the proposed development, as conditioned, will not prejudice the City's ability to prepare a Local Coastal Program consistent with the policies of Chapter 3 of the Coastal Act, as required by Section 30604(a).

I. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

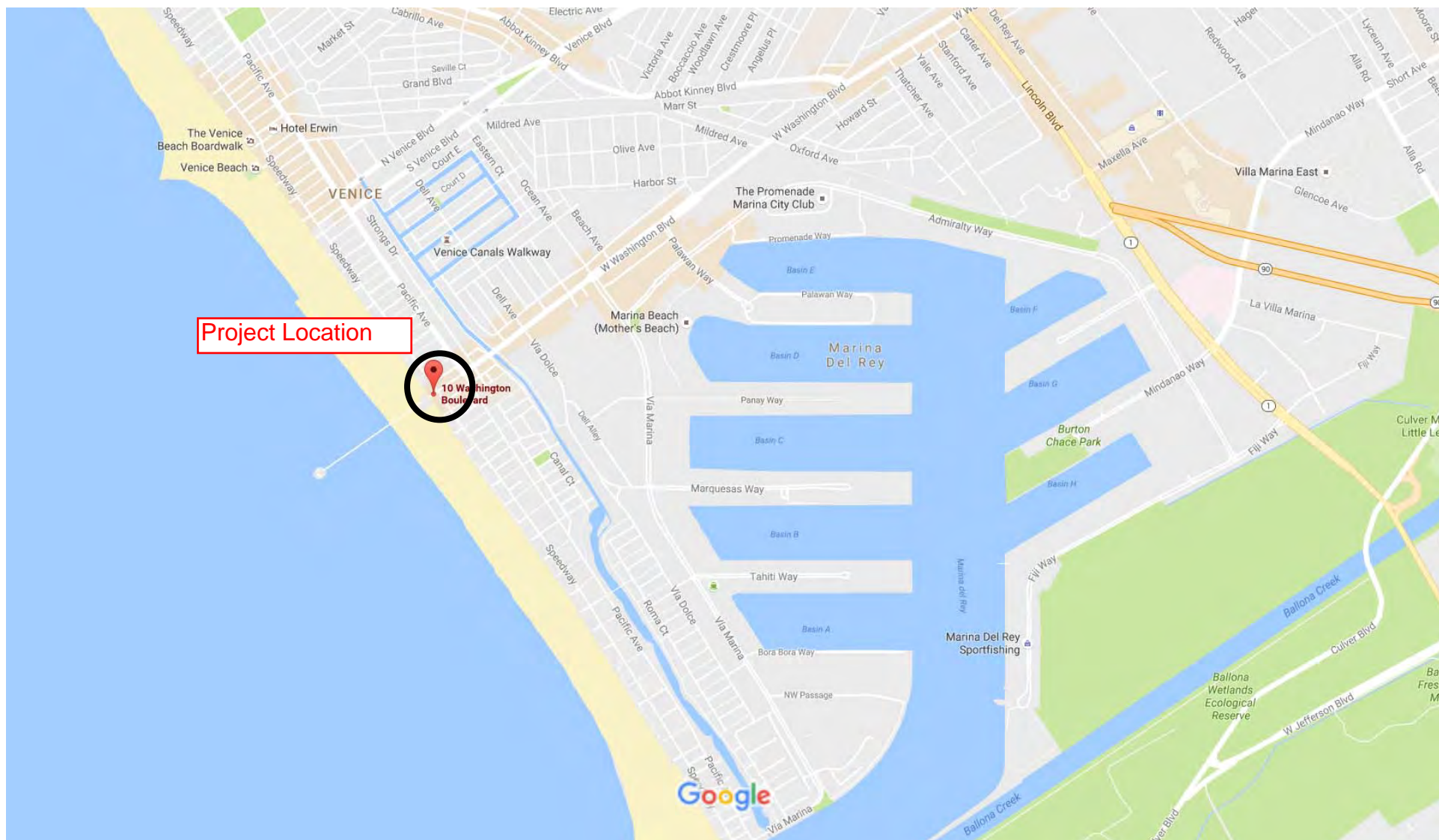
Section 13096 Title 14 of the California Code of Regulations requires Commission approval of a coastal development permit application to be supported by a finding showing the application, as conditioned by any conditions of approval, to be consistent with any applicable requirements of the California 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 which the activity may have on the environment.

The City of Los Angeles is the lead agency for the purposes of CEQA review. The City of Los Angeles issued Negative Determination No. ENV-2014-4704-ND for the proposed right-of-way encroachment. The proposed project, as conditioned, has been found consistent with the Chapter 3 policies of the Coastal Act. All adverse impacts have been minimized by the recommended conditions of approval and there are no feasible alternatives or additional feasible mitigation measures available which would substantially lessen any significant adverse impact which the activity may have on the environment. Therefore, the Commission finds that the proposed project can be found consistent with the requirements of the Coastal Act to conform to CEQA.

Appendix A - Substantive File Documents

- Certified Venice Land Use Plan
- CDP 5-84-638 (Robert & Debbie Singer, 1989 Trust and McDemas Family Trust, 27-33 Washington Boulevard, Venice)
- CDP 5-00-198 & A-5-VEN-00-173(Clabe Hartley, 30 Washington Boulevard, Venice)
- CDP 5-03-378 (Mercedeh Ahrablov, 14-18 Washington Boulevard, Venice)
- Transportation and Parking Management Plan, The Venice Whaler, Prepared by FE Design & Consulting, Received by the Coastal Commission on May 23, 2016
- City of Los Angeles, Department of Public Works, Bureau of Engineering Revocable Permits R-1085-0011, August 5, 2010 and R-1085-0036, October 21, 2011

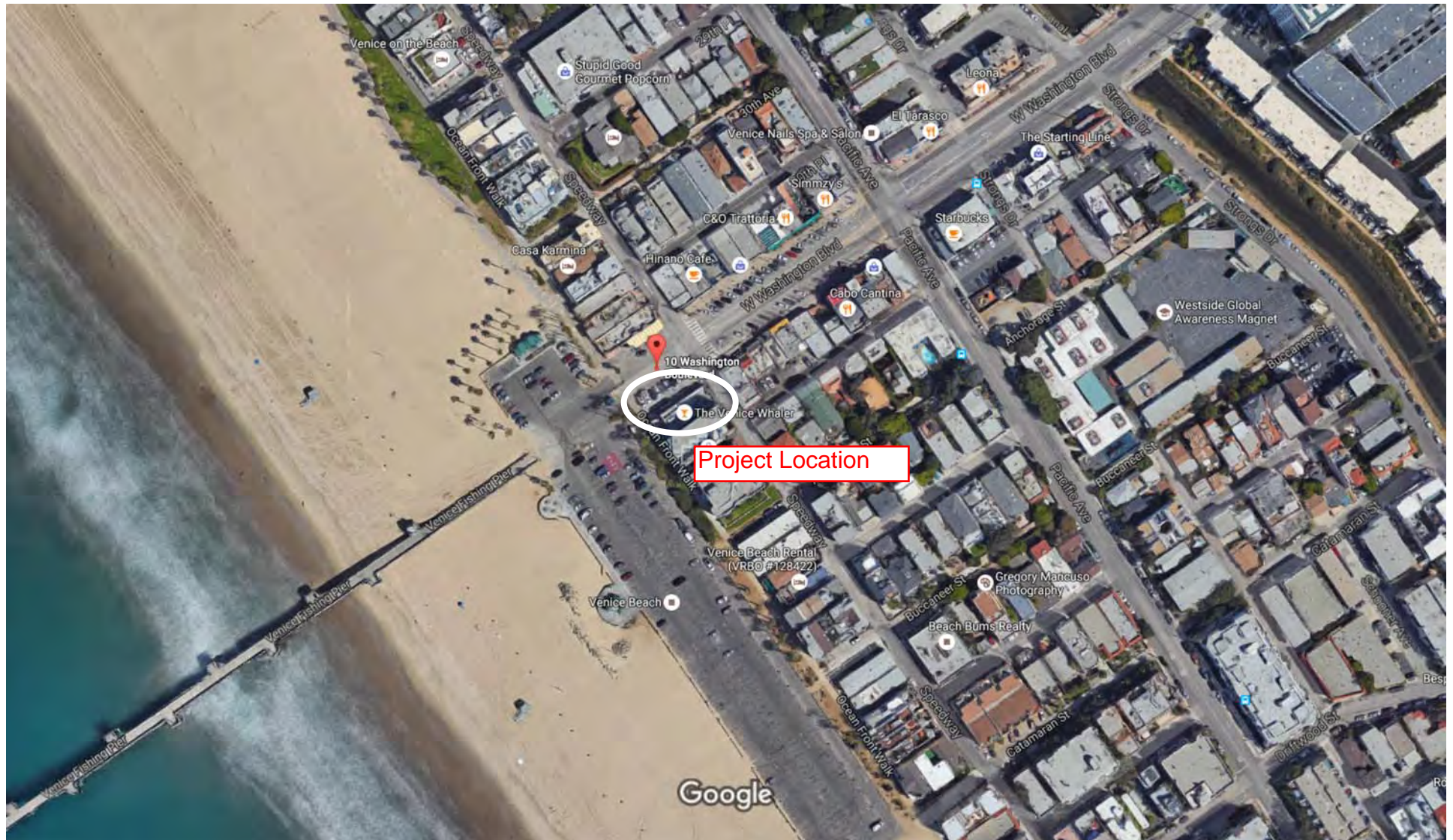
Google Maps 10 Washington Blvd



Map data ©2016 Google 1000 ft



10 Washington Blvd



Imagery ©2016 Google, Map data ©2016 Google 100 ft

Google Maps 10 Washington Blvd



Imagery ©2016 Google, Map data ©2016 Google 50 ft

Google Maps W Washington Blvd



Image capture: Aug 2015 © 2016 Google

Los Angeles, California

Street View - Aug 2015

Coastal Commission Exhibit **#1**
CDP #5-16-0478

4 of 8

8/16/2016 2:18 PM









VENICE
Bar & Grill
WHALE



Ocean Front Walk

CL 180Y M 1338 15
HIGH VOLTAGE
44-13-37



T&E DESIGN & CONSULTING

107 E. 2ND STREET, 2ND FLOOR, LOS ANGELES, CALIFORNIA 90012

PROJECT INFO.

THE WHALER

10 E WASHINGTON BLVD.
LOS ANGELES, CA. 90292

SUBMITTAL

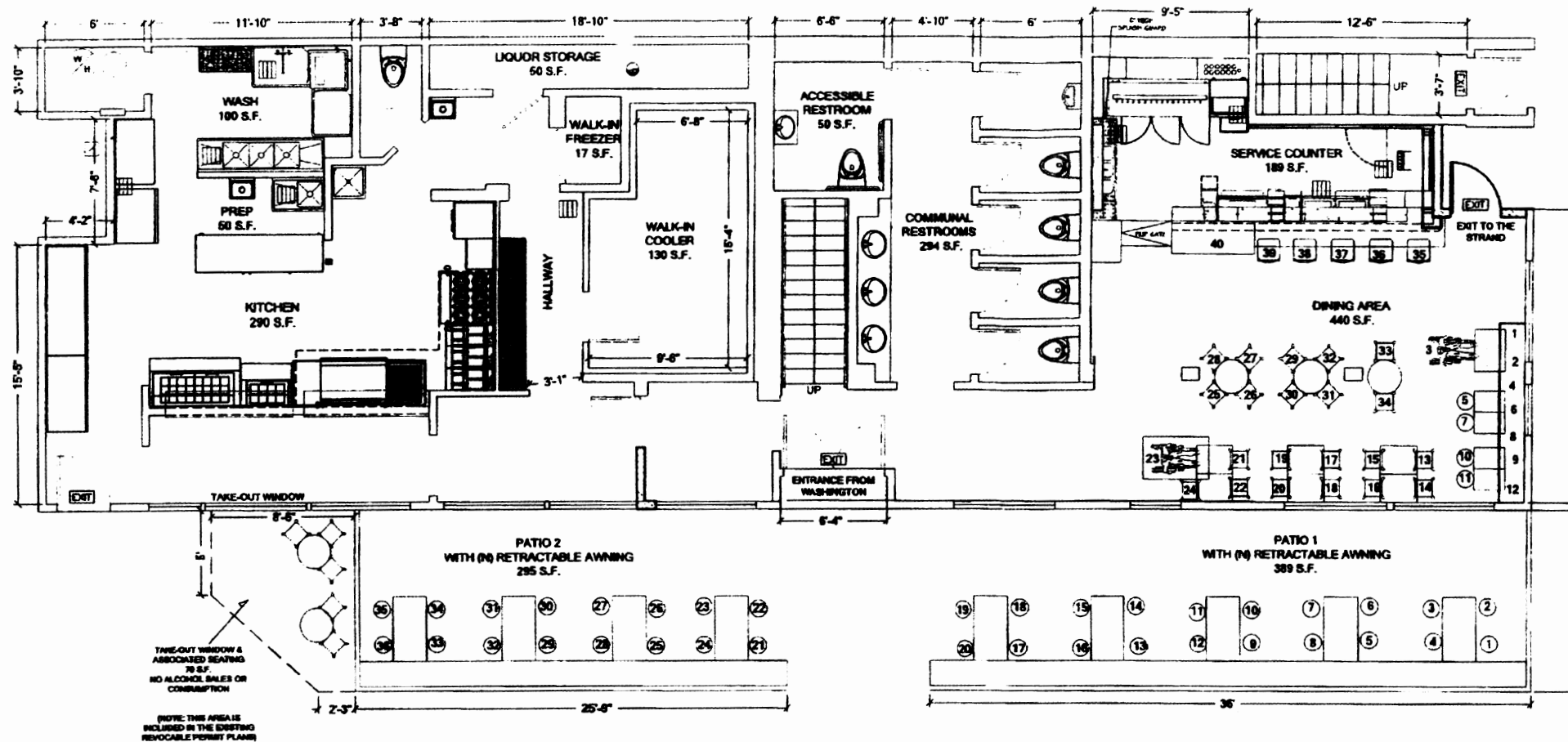
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2	3-30-15	
3	2-3-15	
4	6-18-14	

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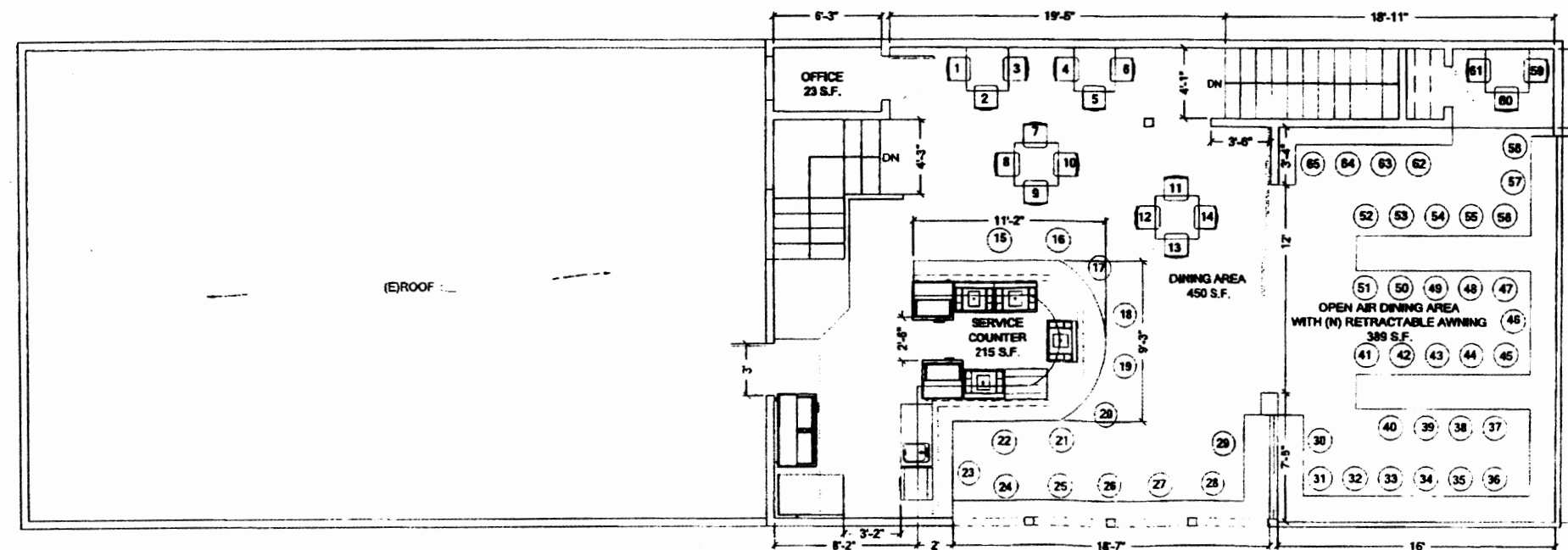
FIRST AND SECOND FLOOR PLANS

SHEET NO.

A-1.0



EXISTING FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



EXISTING SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

EXHIBIT "A"

Page No. 2 of 2

Case No. DIR-2014-4703

-SPE-SPD-PAD-PAD-CPP

PROJECT INFORMATION

AREA	SQ FT	SEATS
FIRST FLOOR		
DINING AREA	440	34
SERVICE COUNTER	180	6
KITCHEN/WASH/PRP	620	-
RESTROOMS	344	-
STORAGE	197	-
SECOND FLOOR		
DINING AREA	450	28
SERVICE COUNTER	215	-
OPEN AIR DINING	389	36
OFFICE	23	-
TOTAL	3,096	105
PROPOSED		
PATIO 1	389	20
PATIO 2	295	16
TAKE-OUT AREA	70	5
TOTAL	754	41

*THIS INCLUDES THE PROPOSED PATIO AND TERRACE OF THE EXISTING PROPOSED PLAN.







VALET
PARKING
PULL FORWARD
Operated By
SafetyPark

PASSENGER
LOADING
ONLY
6 PM - 12
MIDNIGHT

MAUI and SONS
SURF & SP

No Parking After 6PM
Meters: 712 - 713 - 714 - 715
716 - 717 - 718 - 719 - 720
Vehicles Will Be Ticketed
C.V.C. 22658(A)
WASHINGTON SQUARE

**NO PARKING
AFTER 6PM
VALET ZONE**







Los Angeles Unified School District LICENSE AGREEMENT

PART I: BASIC LICENSE INFORMATION

DATE: August 12, 2016

1. **SCHOOL:** Name: Westside Global Awareness Magnet Tel. No. 310-821-2039 Fax No. 310-306-9730
Address: 104 Anchorage Street Marina del Rey, CA CA 90292
2. **LICENSEE:** Name: Whaler, LLC
Address: 10 Washington Blvd Marina del Rey, CA 90292
Contact Name: Mike Dobson Tel. No. 714-791-1745 Fax No. mdobson@hotmail.com
3. **LICENSE AREA:** Staff Faculty Parking Lot
4. **LICENSEE'S USE PERIOD:** DISTRICT SHALL HAVE THE RIGHT TO TERMINATE THIS LICENSE FOR ANY REASON UPON THREE (3) DAYS' WRITTEN NOTICE TO LICENSEE. Licensee may request the use of other facilities on additional days and times. Licensee shall submit a request in writing to this office, for any additional days and times, and District, in its sole and absolute discretion, may grant additional days and times of use. Fees for the additional dates of use will be assessed and shall be due payable upon ten (10) days of receipt of invoice. Licensee shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as the result of the termination of this Agreement.

COMMENCEMENT DATE: August 15, 2016

EXPIRATION DATE: June 30, 2017

TIME OF USE: School Days M-F 6PM-12AM and Sat-Sun&Non-School Days 9AM-12AM

PROPOSED USE: Use of Weside Global Staff Parking Lot to be used as staff parking for Venice Whaler Restaurant during times as stated above. Except for shift changes of personnel, no in/out parking is permitted.

LICENSEE'S INITIALS TO SECTION 4

MD

5. **LICENSE FEE:** \$ 2,500.00 per month, paid on the first day of each month of the Use Period except for the first month's fee which is due upon execution of this Agreement. Payment must be in the form of a PERSONAL, COMPANY OR CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER delivered to the address set forth in the Notices section below. The License Fee shall be paid without offset or reduction. Licensee shall pay a late fee of ten percent (10%) of the monthly License Fee for any License Fee that is not paid as required herein or not remitted within three (3) business days of Licensee's receipt of DISTRICT's written notice of overdue and outstanding fees. The License Fee is based upon the use, and any adjustments to the License Fee must be requested in writing to DISTRICT.

The charges for utilities, custodial, and supplies are an estimate based upon the use described in the application and the current rates incurred by DISTRICT. DISTRICT shall review the actual costs incurred for utilities, custodial, and supplies under this Agreement. If the actual cost incurred exceeds the estimate, DISTRICT shall provide Licensee with written notice of the actual costs and within thirty (30) days of Licensee's receipt of said written notice, Licensee shall pay the difference between the estimated charges and the actual costs.

6. **LICENSEE'S INSURANCE:** For the duration of the term, LICENSEE shall provide and maintain insurance in accordance with the current Insurance Requirements list provided by DISTRICT. LICENSEE shall not be permitted to use the License Area until DISTRICT has received and approved of LICENSEE'S insurance.
7. **NOTICES:** All notices required by this Agreement shall be in writing and delivered to Licensee at the address set forth above and to DISTRICT as follows:

Los Angeles Unified School District
Leasing & Asset Management
333 S. Beaudry Ave., 23rd Floor
Los Angeles, California 90017
Attn: Director, Leasing & Space Utilization

Tel. No.: 213.241.6785

Fax No.: 213.241.6784

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All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending tele copier and a hard copy deposited in the U.S. mail within one (1) day of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. DISTRICT and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by DISTRICT's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

THIS LICENSE AGREEMENT is made by and between DISTRICT and Licensee, as respectively identified in Part I above.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PART II: PROVISIONS IN ADDITION TO PART I ABOVE.

8. **Grant of License:** DISTRICT hereby grants to Licensee a nonexclusive license to use the License Area as set forth in Part I above and for no other purpose without the prior written consent of DISTRICT, which consent may be withheld or conditioned in DISTRICT's sole and absolute discretion. Licensee agrees to only use the License Area in strict accordance with the terms and conditions set forth herein. Licensee understands that its use is secondary to DISTRICT's instructional program and no part of Licensee's use shall disrupt DISTRICT's instructional program as determined by DISTRICT in its sole discretion.
9. **Conditions:**
- (a) **As-Is Condition:** Licensee accepts the License Area "AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Licensee agrees that DISTRICT shall not make any alterations, modifications, repairs, or improvements to the License Area at any time.
 - (b) **Alterations, Additions, or Improvements:** Licensee shall not make any alterations, additions, or improvements to the License Area during the term of this License Agreement. DISTRICT discloses and Licensee understands that any alterations, modification, and improvements to the School may be subject to the approval of the Department of State Architect. Any alterations, additions, or improvements without the prior consent of DISTRICT shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of DISTRICT, DISTRICT shall have the right to restore the License Area to the condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse DISTRICT for its costs incurred thereby within thirty (30) days of Licensee's receipt of DISTRICT's invoice. The exercise of DISTRICT's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to DISTRICT.
 - (c) **Safe and Sanitary:** Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. The License Area is part of an operating school and damage, destruction, and excess trash and debris will affect the DISTRICT's ability to conduct the instructional program. Licensee shall report to DISTRICT any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof, that arises out of or is in any way related to Licensee's use of the License Area. Upon expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to DISTRICT in the same condition as delivered to Licensee, ordinary wear and tear excepted.
 - (d) **Comply with Law:** Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.

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meeting in the place and manner designated by the principal; provided that such sign shall not be larger than 24 inches by 48 inches in perimeter dimensions. The sign shall not be posted more than two hours prior to the time of the meeting, and shall be removed immediately after the meeting.

- (f) **Food, Drinks, Tobacco, Liquor, Narcotics and Firearms:** Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Principal. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, the use of electronic smoking devices, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling, or conducting a lottery. The possession and carrying of firearms and weapons of any kind on DISTRICT property shall be prohibited, except for peace officers or other authorized law enforcement personnel.
- (g) **Use of Other Equipment; Classrooms:** The fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless specifically identified in Part I above. If this Agreement includes the use of DISTRICT's equipment, DISTRICT does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify DISTRICT of any damage or destruction of such equipment. Licensee shall reimburse DISTRICT for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult; and (6) students may not utilize any portion of the School that is not designated as part of the License Area, the area immediately surrounding the License Area, and those logical pathways for access to and from the License Area.
- (h) **Flammables:** Licensee shall obtain the necessary permits from the City or County Fire Department prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides and, upon request, shall provide a copy of said permits to DISTRICT.
- (i) **Emergency Access:** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.
- (j) **Persons with Convictions:** Licensee shall not allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4.
- (k) **Other Structures; Power Sources and Electrical Cables:** No structures may be erected or assembled on the License Area nor may any electrical, mechanical, or other equipment be brought thereon unless previously authorized in writing by DISTRICT's Office of Environmental Health & Safety. Electrical cords and cables shall be in good condition (not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways.
- (l) **Property Taxes/Assessments:** The property interest conveyed herein may be subject to real property, personal property or possessory interest taxation and/or assessment. In such event Licensee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or other tax or assessment levying body upon the License Area or due to Licensee's occupancy and any improvement or fixtures located here on or, in the event DISTRICT receives notice of such assessment after the expiration or earlier termination of this Agreement, Licensee shall reimburse DISTRICT immediately upon receipt of written notice of the amount owed.

10. Waiver; Indemnity:

- (a) DISTRICT shall not be liable for and Licensee hereby waives all claims against DISTRICT for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in connection with, or related to, directly or indirectly, the use of the License Area by

Licensee, Licensee's employees, agents, invitees, or contractors. DISTRICT and Licensee hereby agree and acknowledge that the relationship between DISTRICT and Licensee is solely a DISTRICT/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of DISTRICT or as part of DISTRICT's operations as a school DISTRICT. The provisions of this Section 10(a) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of DISTRICT's obligations under this Agreement.

- (b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect DISTRICT, its Board of Education, its officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Licensee of the License Area, or (ii) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (iii) the use or occupancy of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iv) any claim by a third party that DISTRICT is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 10(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of DISTRICT's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 10, DISTRICT shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by DISTRICT of the License Area, including, without limiting the generality of the foregoing: (a) any default by DISTRICT in the observance or performance of any of the terms, covenants, or conditions of this Agreement on DISTRICT's part to be observed or performed; and (b) the use or occupancy of the License Area by DISTRICT or any person claiming by, through, or under DISTRICT or DISTRICT's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

- 11. Hazardous Materials:** Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the School by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. Licensee agrees to indemnify, defend (by counsel approved by DISTRICT), and hold DISTRICT harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without limitation diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

- 12. Announcements:** Licensee shall read or have read the following statement at the beginning of any meeting or other activity which is open to the public held pursuant to this License Agreement: "Use of these school premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California to Venice Whaller LLC from the Board of Education of the Los Angeles Unified School District. The Board of Education does not sponsor or take responsibility, nor does it

necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity."

Licensee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger. Licensee shall include this statement in connection with any audio or video dissemination of information concerning the activities to be held pursuant to this License Agreement.

13. Security: DISTRICT makes no representations or warranties regarding the safety or security of the License Area. DISTRICT shall not provide, supervise, or furnish personnel in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area.

14. Assignment: Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area.

15. Default by Licensee: Each of the following shall be a material breach of this Agreement by Licensee:

- (a) Licensee shall fail to make any payment owed by Licensee under this Agreement, as and when due, and where such failure is not cured within three (3) business days following receipt of written notice by Licensee from DISTRICT; and
- (b) Licensee shall fail to observe, keep or perform any of the terms, covenants, agreements, or conditions under this Agreement that Licensee is obligated to observe or perform, other than that described in subparagraph (a) above, for a period of thirty (30) days after notice to Licensee of said failure; provided, however, that if the nature of Licensee's default is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in material breach of this Agreement if Licensee shall commence the cure of such default so specified within said thirty(30) day period and diligently prosecutes the same to completion, but in no event shall Licensee have a period longer than sixty (60) days to cure such default.

If a default shall be made under any provision of this Agreement, DISTRICT may reenter the License Area, take possession thereof, and remove all persons therefrom.

If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to DISTRICT at law, Licensee hereby agrees that DISTRICT shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to DISTRICT's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease.

16. Circumstances Beyond District Control: Licensee agrees that circumstances beyond the control of the DISTRICT such as, but not limited to, natural disasters, civil unrest, or damage or destruction to the License Area that prohibit or limit the use of the License Area shall cause this Agreement to automatically terminate unless the parties execute a written instrument agreeing to continue this Agreement in effect as modified. In the event this Agreement terminates pursuant to this provision, Licensee shall be entitled to a refund of that portion of the License Fee paid by Licensee applicable to the period that the License Area is not available for use by Licensee. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.

17. Severability; Section Headings: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.

18. Time of Essence: TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

- 19. Entire Agreement:** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.
- 20. Modification or Amendment:** This Agreement may not be modified, amended, or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such modification, amendment, or termination is sought.
- 21. Legal Actions:** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, DISTRICT shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.
- 22. Absence of Waiver:** No waiver by DISTRICT or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by DISTRICT or Licensee of the same or any other provision.
- 23. Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.
- 24. DISTRICT's Right of Entry:** DISTRICT and DISTRICT's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as DISTRICT may deem necessary or desirable.
- 25. Facsimile Transmission:** Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile transmission shall be a true and correct copy of the original document. All parties hereby agree that, when delivery of a document is effected by a facsimile transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.
- 26. Representations & Warranties:**
- (a) If License Area is being used for the operation of a child care program, as that term is described by the California Department of Social Services, Licensee represents and warrants that it has all licenses or certificates required to operate the childcare program or has received waivers from such requirements. Copies of such licenses and permits shall be provided immediately to District upon request. Licensee shall notify District immediately of any suspension, termination, non-renewal or restriction of any required license or permit.
 - (b) Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

This Agreement is issued in accordance with the provisions of the Education Code of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth adjacent to their respective signatures.

DISTRICT:

Date: 8/15/16

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a School District duly organized and existing under the laws of the State of
California
By: [Signature]
Name: Eileen Ma
Title: Acting Director, Leasing and Space Utilization

LICENSEE:

Date: 8-12-16

Whaler, LLC
By: [Signature]
Name: Michael Dobson
Title: CEO & Managing Member
Whaler LLC