

## **CALIFORNIA COASTAL COMMISSION**

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



# **W23b**

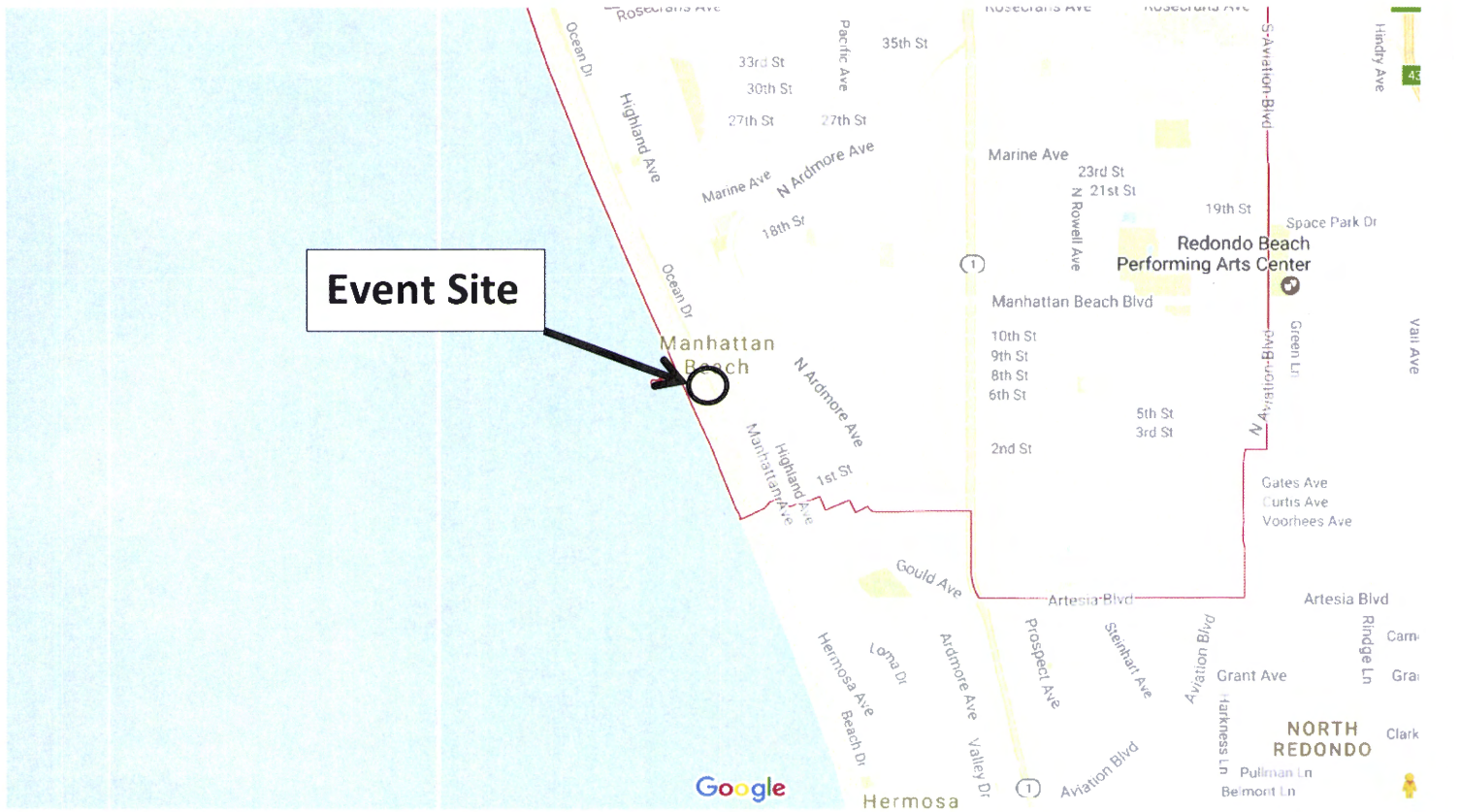
**A-5-MNB-17-0014 (CITY OF MANHATTAN BEACH)**

**JUNE 7, 2017**

### **EXHIBITS**

#### **Table of Contents**

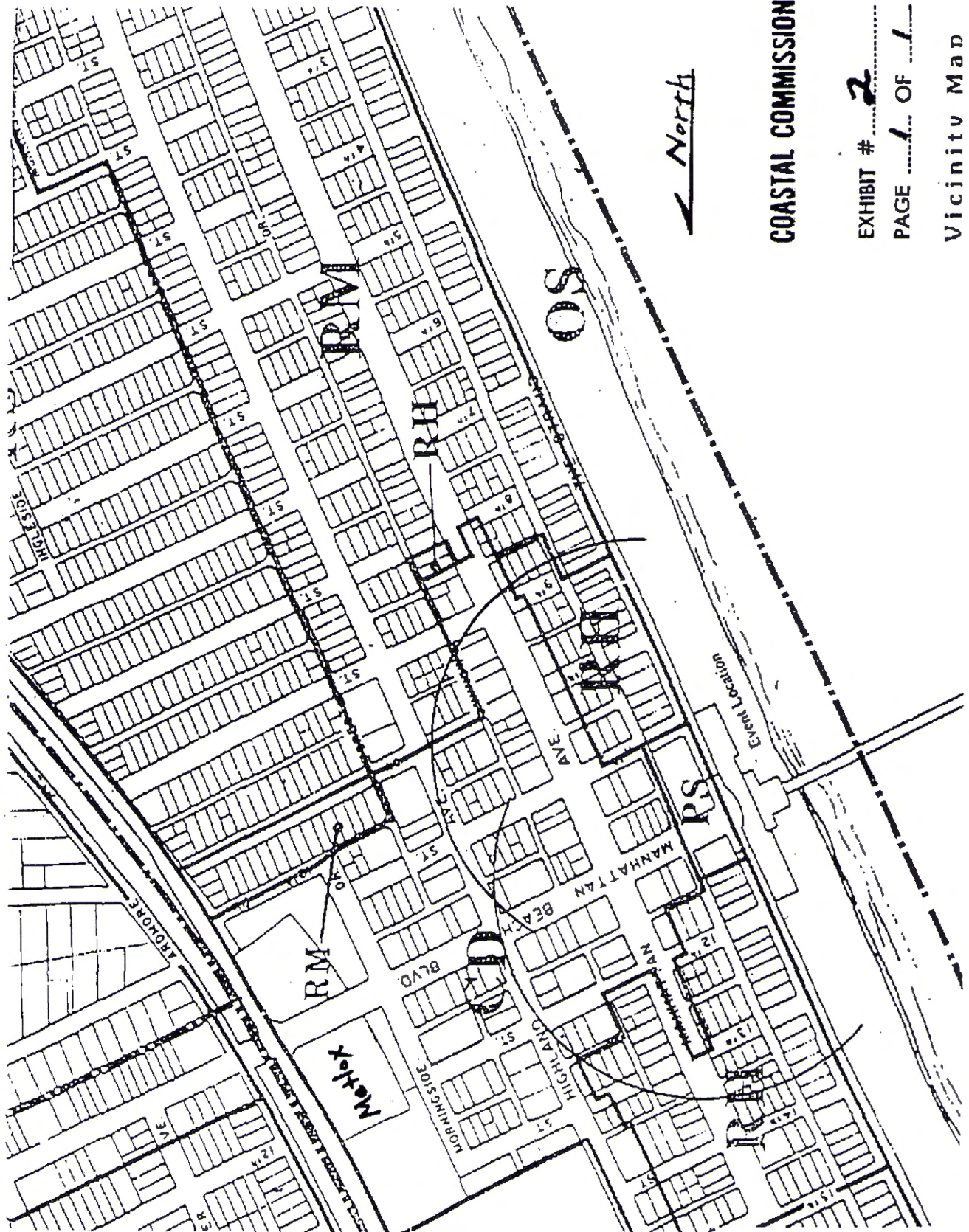
- Exhibit 1 – Project Location – Manhattan Beach
- Exhibit 2 – Vicinity Map with Land Use Designations
- Exhibit 3 – Manhattan Beach Open – Site Plan
- Exhibit 4 – Local Coastal Development Permit CA 17-03
- Exhibit 5 – City/Permittee “Agreement” dated March 8, 2017
- Exhibit 6 – City Response to Issues Raised by the Appeal
- Exhibit 7 – Proof of Notice
- Exhibit 8 – Appeal by William Victor



COASTAL COMMISSION

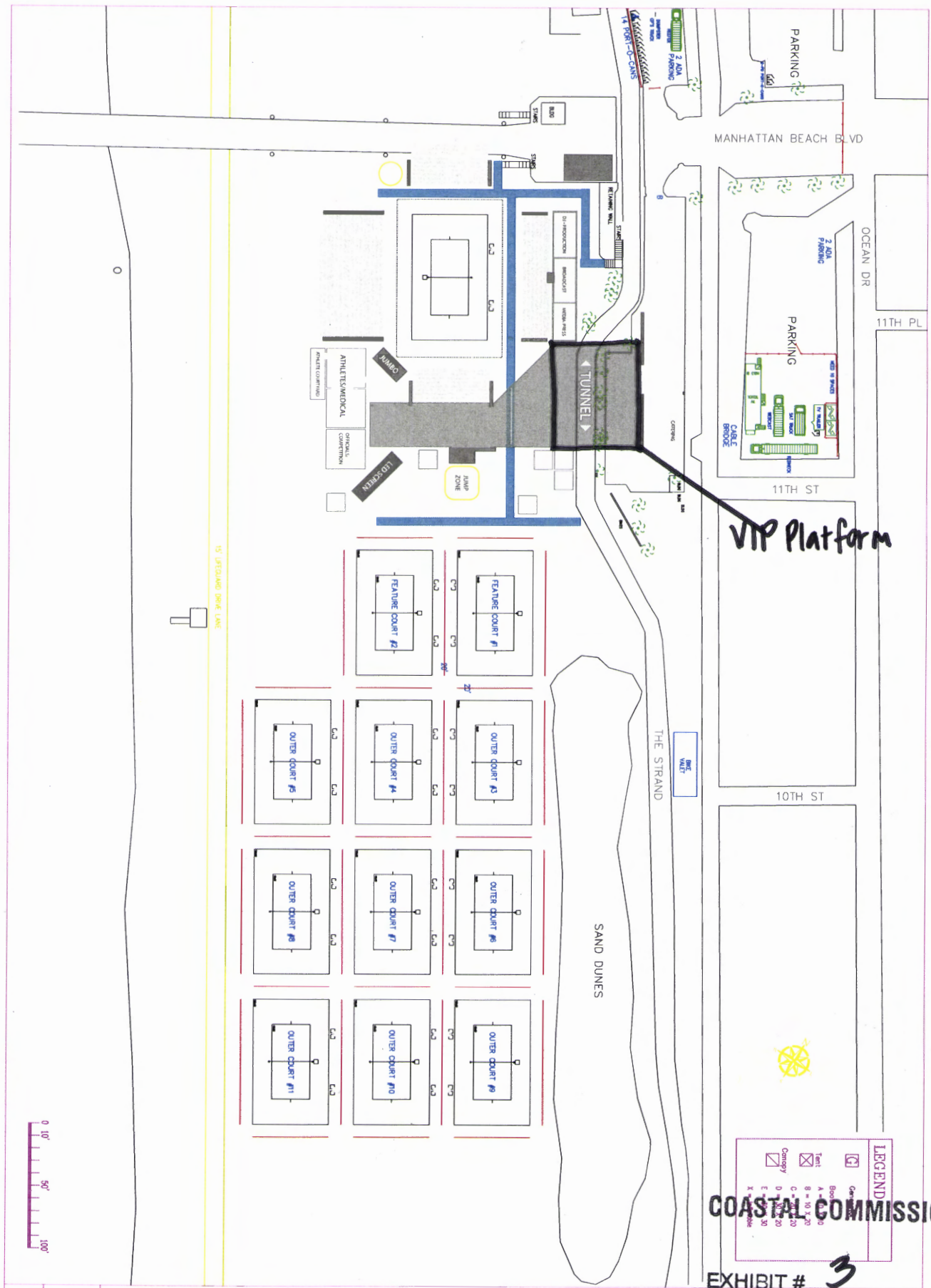
EXHIBIT # 1  
PAGE 1 OF 1





COASTAL COMMISSION

EXHIBIT # 2  
PAGE 1 OF 1  
Vicinity Map



**COASTAL COMMISSION**

**LEGEND**

<input checked="" type="checkbox"/>	Boat
<input checked="" type="checkbox"/>	Tent
<input checked="" type="checkbox"/>	Compy
<input checked="" type="checkbox"/>	8 = 10 x 20
<input checked="" type="checkbox"/>	12 = 12 x 30
<input checked="" type="checkbox"/>	16 = 16 x 40
<input checked="" type="checkbox"/>	20 = 20 x 50
<input checked="" type="checkbox"/>	24 = 24 x 60

EXHIBIT # **3**  
 PAGE **3** OF **3**  
 Action Sports  
 240 Wilshire Blvd.  
 Suite 800  
 Los Angeles, CA 90057-1873

# MANHATTAN BEACH OPEN

Site Plan

100 Manhattan Beach Blvd, Manhattan Beach, CA 90266

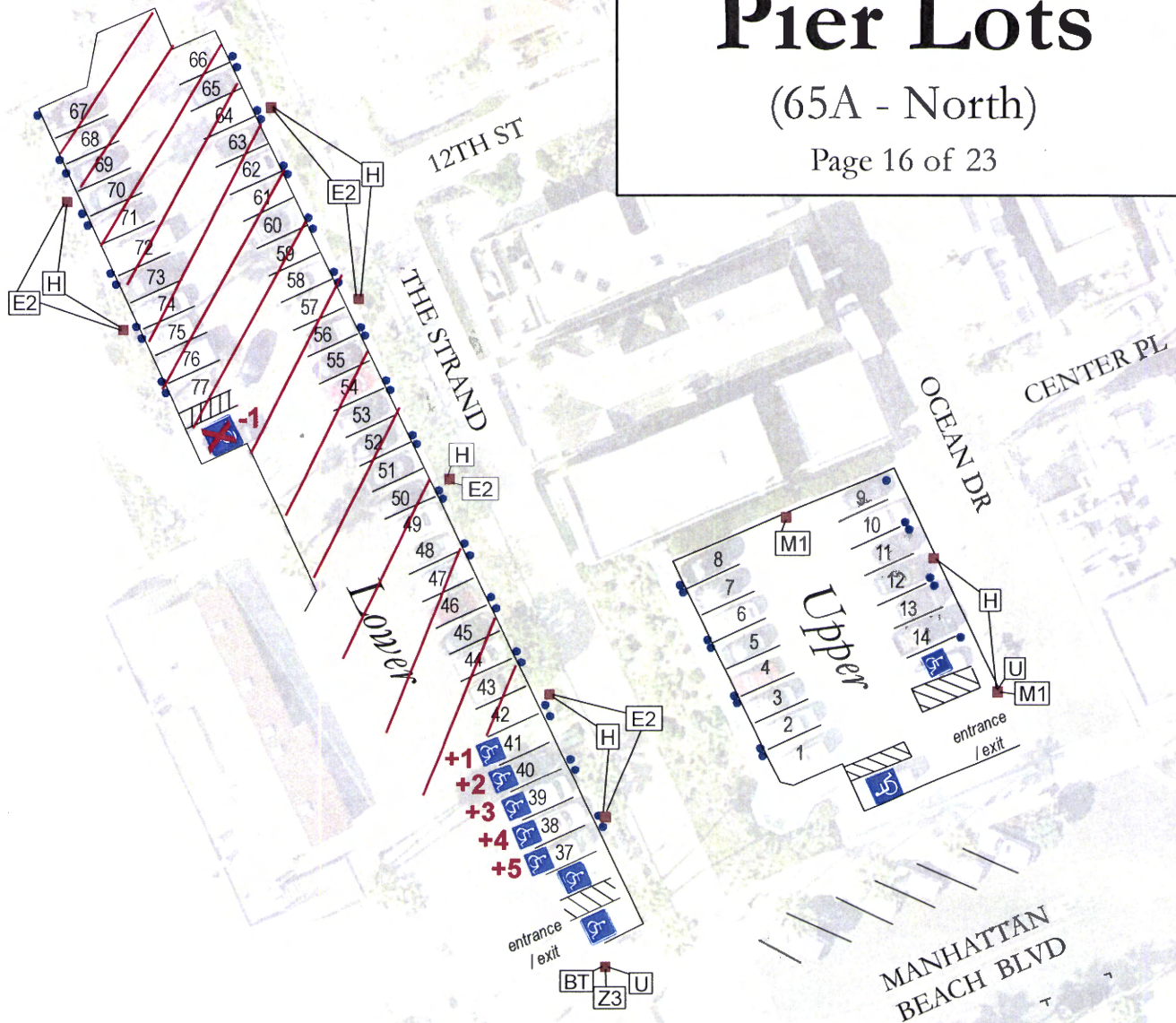
Rev # 16  
 Sheet # A-0



# Pier Lots

(65A - North)

Page 16 of 23



0 50 100 Feet

June 2012

## ■ Parking Lot Signs

**U**

UNAUTHORIZED VEHICLES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY HANDICAPPED PERSONS WILL BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT: (NO LOCATION) OR BY TELEPHONING M.B.P.D

**M1**

METERS ENFORCED 24 HR EVERY DAY. VEHICLE SHALL VACATE SPACE AT EXPIRATION OF 5HR TIME LIMIT. HEAD IN ONLY. PARKING AT JAMMED METERS PROHIBITED. PARK IN METERED SPACES ONLY. VEHICLE IN VIOLATION SUBJECT TO TOW-AWAY. 22651(N) C.V.C. M.B.

ALL METERS: "PARKING AT JAMMED METER PROHIBITED"

**H**

HEAD IN ONLY

**E2**

5 HOUR PARKING. METERS ENFORCED FROM 6AM - 9:30PM EVERY DAY. VEHICLE SHALL VACATE PARKING SPACE AT EXPIRATION OF 5 HOUR TIME LIMIT.

**Z3**

LOT CLOSED AT 9:30 P.M.

**BT**

WATCH FOR BICYCLE CROSS TRAFFIC

• **Total Meters: 55**

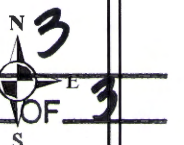
**Upper Lot: 14**

**Lower Lot: 41**

**COASTAL COMMISSION**

EXHIBIT #

PAGE 2 OF 3

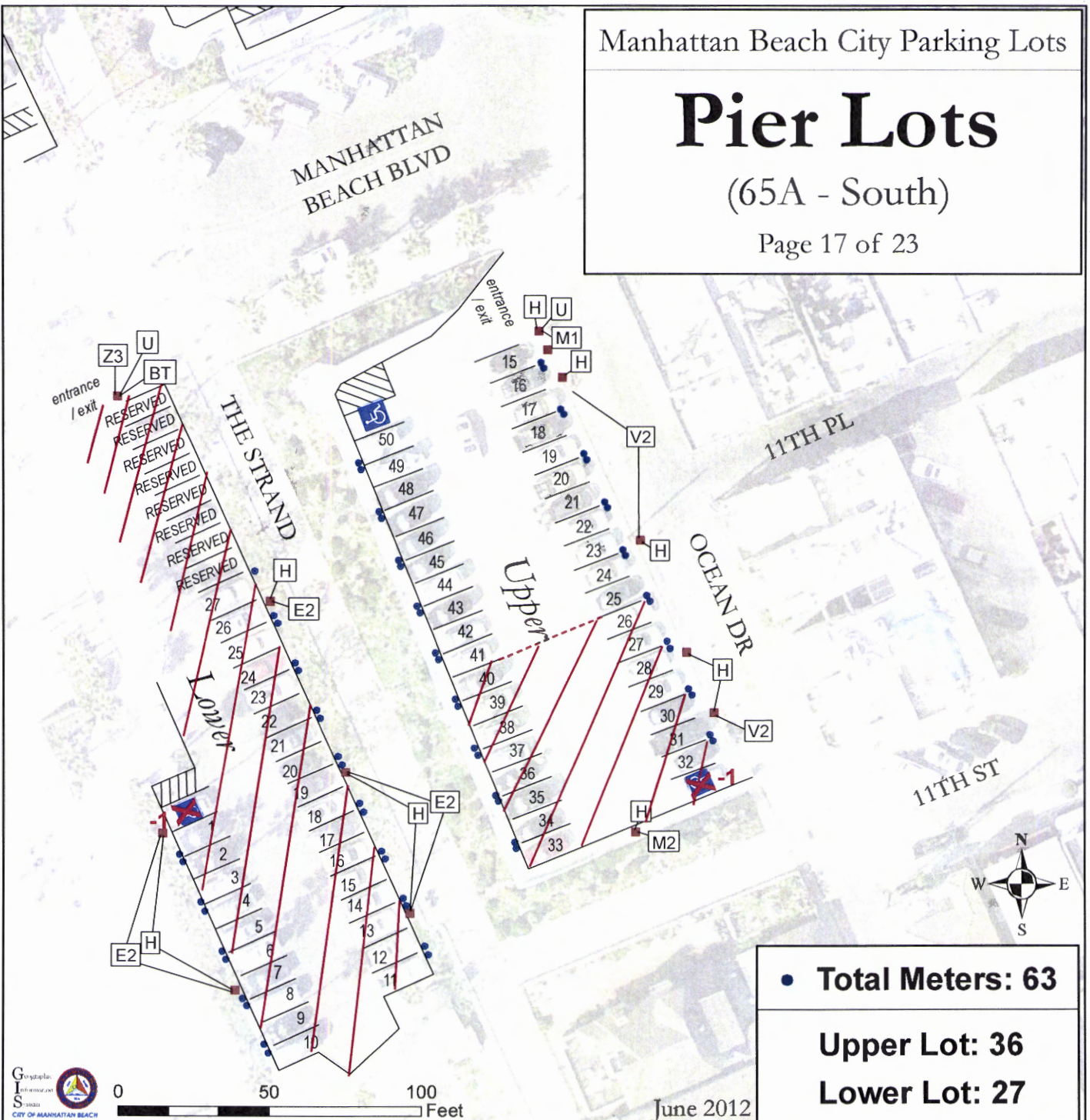




# Pier Lots

(65A - South)

Page 17 of 23



• Total Meters: 63

Upper Lot: 36

Lower Lot: 27

## ■ Parking Lot Signs

ALL METERS: "PARKING AT JAMMED METER PROHIBITED"

- M1** METERS ENFORCED 24 HR EVERY DAY. VEHICLE SHALL VACATE SPACE AT EXPIRATION OF 5HR TIME LIMIT. HEAD IN ONLY. PARKING AT JAMMED METERS PROHIBITED. PARK IN METERED SPACES ONLY. VEHICLE IN VIOLATION SUBJECT TO TOW-AWAY. 22651(N) C.V.C. M.B.
- M2** VEHICLE SHALL VACATE SPACE AT EXPIRATION OF 5HR TIME LIMIT. HEAD IN ONLY. PARKING AT JAMMED METERS PROHIBITED. PARK IN METERED SPACES ONLY. VEHICLE IN VIOLATION SUBJECT TO TOW-AWAY. 22651(N) C.V.C. M.B.

**Z3** LOT CLOSED AT 9:30 P.M.

**H** HEAD IN ONLY

**E2** 5 HOUR PARKING. METERS ENFORCED FROM 6AM - 9:30PM EVERY DAY. VEHICLE SHALL VACATE PARKING SPACE AT EXPIRATION OF 5 HOUR TIME LIMIT.

**U** UNAUTHORIZED VEHICLES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY HANDICAPPED PERSONS WILL BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT: (NO LOCATION) OR BY TELEPHONING M.B.P.D.

**BT** WATCH FOR BICYCLE CROSSING

**V2** COMMERCIAL LOADING ZONE / MOTORCYCLE PARKING

EXHIBIT #

PAGE 3 OF 3

COASTAL COMMISSION





City Hall

1400 Highland Avenue

Manhattan Beach, CA 90266-4795

Telephone (310) 802-5000

FAX (310) 802-5001

TDD (310) 546-3501

## NOTICE OF FINAL GOVERNMENT ACTION

March 20, 2017

California Coastal Commission  
South Coast District  
200 Oceangate, 10<sup>th</sup> Floor  
Long Beach, CA. 90802-4302

**RECEIVED**  
South Coast Region

MAR 28 2017

CALIFORNIA  
COASTAL COMMISSION

**RE: Coastal Development Permit for 2017 Manhattan Beach Open Spectator Bleachers South of Manhattan Beach Pier (CA 17-03, APN Nos. 4179-031-902, -903, & -905)**

Pursuant to the procedures set forth in Chapter A.96 of the City of Manhattan Beach Local Coastal Program (LCP) the City Council of the City of Manhattan Beach conducted a duly noticed public hearing (March 8, 2017) on the above referenced project located in the appealable portion of the Manhattan Beach Coastal Zone. At this hearing the Council voted 5-0 to approve the Coastal Development Permit. This approval is the City's final action for the project. Pursuant to Section A.96.100 (H) of the City's LCP, the City's action shall establish a ten (10) working day appeal period to the Coastal Commission commencing upon receipt of the Notice of Final Action by the Coastal Commission.

Attached is a copy of Resolution No. 17-0011 approving the Coastal Development Permit. This Resolution outlines the findings and conditions of approval. Should you have any questions, or need additional information, please feel free to contact me at (310) 802-5511.

Sincerely,

Eric Haaland, Associate Planner  
Department of Community Development

xc: Mark Leyman/MB Parks & Rec. Dept. (*Applicant*)  
1400 Highland Ave  
Manhattan Beach, CA 90266

Att: Reso. 17-0011  
Updated MBO Site Plan

**COASTAL COMMISSION**

EXHIBIT #

4

PAGE

OF 1

Fire Department Address: 400 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5201  
Police Department Address: 420 15<sup>th</sup> Street, Manhattan Beach, CA 90266 FAX (310) 802-5101  
Public Works Department Address: 3621 Bell Avenue, Manhattan Beach, CA 90266 FAX (310) 802-5301  
City of Manhattan Beach Web Site: <http://www.ci.manhattan-beach.ca.us>

RESOLUTION NO. 17-0011

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL  
APPROVING A COASTAL DEVELOPMENT PERMIT APPROVING  
THE 2017 MANHATTAN BEACH OPEN ON PROPERTY  
LOCATED AT THE SOUTH SIDE OF THE MANHATTAN BEACH  
PIER, AND ADJACENT PARKING LOTS, IN THE CITY OF  
MANHATTAN BEACH (CA 17-03)

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, RESOLVES  
AND DETERMINES AS FOLLOWS:

SECTION 1. AOS Group ("Operator" or "AVP"), in conjunction with the Manhattan Beach Parks & Recreation Department, has applied for a Coastal Development Permit ("Permit" or "CA 17-03") to allow temporary spectator bleachers, a VIP platform with beer and wine service, and related structures for an 11-day period (including setup and breakdown) and to host the 2017 Manhattan Beach Open volleyball tournament ("tournament" or "event") adjacent to the Manhattan Beach Pier. The event includes stadium/bleacher seating and similar temporary structures located on the beach, and a portion of the South Lower Pier Parking Lot and abutting County Bikepath. The Operator is also seeking permission to charge an admission fee for a certain percentage of the stadium seating.

SECTION 2. The project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Sections 15304(e) "Minor Alterations to Land", 15311(c) "Accessory Structures", and 15323 "Normal Operations of Facilities for Public Gatherings". The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. On March 8, 2017, the City Council conducted a duly noticed public hearing regarding the event, at which time it received oral and written testimony.

SECTION 4. Based upon the evidence presented at the public hearing, the City Council hereby finds that the event, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, including Policies I.A.1 – I.A.3 regarding accessways, traffic flow, parking, and pedestrian access, as follows:

- a) The proposed temporary bleacher structures comply with the applicable standards of the Manhattan Beach Coastal Program Zoning Code.
- b) The structures shall not obstruct accessways within the coastal zone. While they will occupy some space on the beach, access from the Strand,

EXHIBIT #

4

PAGE

2

OF

1

COASTAL COMMISSION



bike path, and pier to the coastline and surrounding beach area shall remain available.

- c) Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- d) Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City's tournament agreement with the tournament operator.
- e) The temporary event shall encourage coastal access by a broader than typical segment of the public due to national marketing, and free parking and free shuttle service available to all beach users.

SECTION 5. Based upon the foregoing, the City Council hereby approves a Coastal Development Permit for temporary bleachers, VIP platforms with beer and wine service, and related structures for the 2017 Manhattan Beach Open volleyball tournament during the period of August 15-17, 2017, subject to the conditions listed below. The Permit will be implemented in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.

- 1. The event shall be in substantial conformance with the plan submitted to, and approved by the City Council for the 2017 Manhattan Beach Open, on March 8, 2017.
- 2. The Operator shall conform to all terms and provisions of that certain agreement between the City and AVP, dated March 8, 2017.
- 3. The Operator shall provide access to the Community Development Department, and other responsible agency staff to inspect the site and the development during construction.
- 4. The Operator shall comply with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.
- 5. The Operator shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively "the City" hereinafter) from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, and any and all claims, lawsuits or actions arising from the granting of or the exercise of the rights permitted by this Permit, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property

**COASTAL COMMISSION**

for damage, injury or death arising out of or connected with the performance of the use permitted hereby. The Operator's obligation to indemnify, defend and hold harmless the City as stated herein shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, expert witness fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action. In the event a claim, lawsuit or action is filed, the Operator shall enter into a reimbursement agreement within 15 days of the date such claim, lawsuit or action is served on the City to reimburse the City for all costs and fees incurred by the City in its defense. The City may require a deposit in an amount estimated by the City to pay such costs and fees.

6. All structures associated with the event shall be limited to 41.5 feet in height, as measured from the beach sand.
7. The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Operator shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area shall state "Free Admission Area." The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred VIP seating and/or access. The Operator is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the Operator shall count and record the number of VIP's within the event area, and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.
8. The Operator shall implement a Traffic and Parking Management Plan, subject to City review and approval. At a minimum, the Plan shall include: a free bicycle parking area; free remote parking; free beach shuttle bus service; and maintenance of existing handicapped parking spaces. The Plan shall include a requirement that all existing handicapped (HC) parking spaces in the upper and lower pier parking lots, lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards. Vehicles associated with the Operator or the event shall not reserve or occupy any handicapped parking spaces unless such vehicle displays a valid handicapped placard.

**COASTAL COMMISSION**



9. Commencing on the Sunday prior to the tournament and continuing through the Wednesday following the tournament, the City will allow AVP the exclusive use of the two lower pier parking lots located at the base of the pier (71 stalls, not including HC stalls). AVP personnel, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the spaces identified in Condition 10 in conformance with the restrictions therein.
10. Commencing on the Wednesday prior to the tournament, and continuing through the Sunday of the tournament, the City will allow AVP the exclusive use of 14 parking spots in the south portion of the upper south pier parking lot. The remaining parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first served basis. AVP personnel, officials, officers, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the parking lots identified in Condition 9 in conformance with the restrictions therein.
11. On Saturday and Sunday of the tournament, AVP shall provide free remote parking supply at the lower, easterly City-owned parking lot adjacent to the Manhattan Village Shopping Center, or similar parking lot for the general public (i.e., beachgoers, event spectators and IMC guests). IMC shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Coastal Commission with the data within one month of the end of the tournament.
12. On Saturday and Sunday of the tournament, AVP shall provide a free shuttle bus service to transport people (i.e., beachgoers, event spectators and AVP guests) between the remote parking lot and the downtown drop-off point (Von's Supermarket). At least two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. to 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.
13. Commencing on Tuesday prior to the tournament, AVP shall provide conspicuously posted on-street informational signs and banners to direct visitors to the free remote parking lot and inform them of the free beach shuttle bus stops. All signage shall be retrieved and properly removed on Monday following the tournament.
14. Commencing on Tuesday prior to the tournament, AVP shall provide no fewer than eight radio announcements and three ~~three~~ **COASTAL COMMISSION** advertisements within the Los Angeles County area informing the public of

the shuttle service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The Operator shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the end of the tournament.

15. The event shall not interfere with the public's access to and use of the pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of four feet shall be maintained between the pier and any bleacher or other obstructions. No tents, vehicles (except for emergency vehicles), fences, barriers or other similar structures shall be placed on the pier. The Operator shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
16. The event shall not interfere with the public's use of the bicycle path and The Strand (the public walkway that parallels the beach). The bicycle path and The Strand shall remain open and unobstructed. Temporary re-routing of the bike path during bleacher/platform construction shall be in compliance with the requirements of Los Angeles County, and be addressed in the parking and traffic management plan. No fences, vehicles, materials or structures shall otherwise be parked or placed on the bicycle path or The Strand. The Operator shall monitor The Strand and bicycle path in order to prevent any encroachments by event sponsors and vendors.
17. The event, and all associated development, shall not encroach any closer to the shoreline than 50 feet, measured from the highest water mark.
18. Beer and wine service, and consumption, shall be limited to the VIP platform areas subject to all applicable requirements of the State of California, and County of Los Angeles. Such service and consumption shall only occur between 12:00 noon and 9:00 p.m. on August 15-17, 2017.
19. By acceptance of this Coastal Development Permit, AVP agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

SECTION 6. The entitlements conferred by this Resolution shall become effective when all time limits for appeal as set forth in Manhattan Beach Municipal Code Section 10.100.030, and the Manhattan Beach Local Coastal Program - Implementation

**COASTAL COMMISSION**



Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable), which is 10 working days following notification of final local action. This Resolution upon its effectiveness constitutes the Coastal Development Permit for the 2017 Manhattan Beach Open volleyball tournament, that conforms to the description and conditions provided herein.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED March 8, 2017.

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
David Lesser, Mayor  
City of Manhattan Beach

ATTEST:

\_\_\_\_\_  
Liza Tamura, City Clerk

**COASTAL COMMISSION**

EXHIBIT # 4  
PAGE 1 OF 1

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of March 8, 2017, by and between the CITY OF MANHATTAN BEACH ("City"), a municipal corporation organized under state law with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and AOS GROUP, LP, a California limited partnership, having its principal place of business at 1300 Quail Street, Suite 200, Newport Beach, California 92660 ("AOS" or "Organizer") (collectively referred to herein as the "Parties" and individually as a "Party").

## RECITALS

- A. City has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" (the "MBO") since 1960 and is the owner of the title "Manhattan Beach Open."
- B. Organizer is the owner and operator of the AVP Pro Beach Volleyball Tour ("AVP") and manages an annual schedule of volleyball events showcasing elite pro volleyball players.
- C. Each year during the term of this Agreement, Organizer shall apply to the City for a Coastal Development Permit to conduct a Pro-Am Men's and Women's Two Person Volleyball Tournament and a 4-Man Recreation Tournament and a Juniors Tournament.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

### I. THE MANHATTAN BEACH OPEN

During the term of this Agreement, City authorizes Organizer to conduct the annual MBO, the dates of which will be selected by Organizer in consultation with City. The 2017 MBO will be held during the period of August 17-20, with the amateur qualifying rounds being held on Thursday, August 17. For each year hereafter (in 2018 and 2019), the event will be held the third weekend in August unless both Parties agree to a date change in writing.

A) The agreed upon format for the MBO will be a Pro-Amateur format including both Men's and Women's Divisions with amateur qualifying rounds being played for entry into the professional rounds of the MBO. The playing rules for the MBO will be the AVP rules in effect at the time of the MBO, unless the event is an international event, which in such case shall be governed by the Federation International de Volleyball ("FIVB") international rules. The MBO will be a 32-team draw, and Organizer will have the right to save 24 seeded spots for men and 24 seeded spots for women for Organizer entries, unless the event is an international event, which in such case shall be governed by the FIVB international rules.

EXHIBIT # 5  
PAGE 1 OF 16



B) The title of the MBO is "The Manhattan Beach Open". Organizer will have the right to include AVP in the official title as long as it appears after the words "Manhattan Beach Open". Organizer specifically acknowledges and agrees that it will not release any information about the MBO to the public which refers to the MBO solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, Organizer will have the right to include one or more "Presented By" sponsors as part of the official title of the MBO so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (e.g., "The Manhattan Beach Open Presented by [Sponsor] and [Primary Sponsor]").

C) City will not permit any other men's or women's volleyball event(s) paying more than \$30,000 in prize money (or other benefits equaling more than \$30,000 in value) within 90 days before or after the MBO, unless approved in writing by Organizer.

D) Subject to obtaining required permits and approval of City's Public Works Department, Organizer may erect: (i) bleachers for the MBO's center court, outside courts and seating on the pier and the pier head; and (ii) additional bleacher seating on the pier (a) behind the center court end zone bleachers and (b) on the pier head adjacent to the lifeguard tower. Organizer will ensure that accessways to and from the pier and beach be unobstructed. At least 90 days prior to each MBO, Organizer shall provide the number of requested bleacher seats for Public Works Department review and approval. In no event shall the number of seats exceed 6,500. Any changes to the foregoing in this Section shall require the mutually agreed upon written consent of the Parties and may not violate any required permits and the requirements of regulatory agencies with jurisdiction.

E) All amplified sound speakers will be placed facing to the west.

F) At least 75 percent of the total seating capacity at each court shall be available for the general public on a first-come, first-served basis, free of charge. The remaining seating capacity at each court (including bleachers, sand areas, and courtside boxes) may be paid seating or reserved. Organizer shall provide City with the total number of daily VIP Tickets scanned and sold, and include the total revenues within 25 days after the MBO.

G) VIP viewing and seating areas will be mutually agreed upon, in writing, at least 90 days prior to the event. Organizer shall provide City with 50 VIP passes and one courtside box daily.

H) The City Manager will have final authority on seating areas set up and operations subject to reasonable standards.

I) The Parties agree that all decisions of the City-appointed MBO Event Director will be final regarding any issues that involve compliance with this Agreement as well as any issues that directly or adversely impact the community. The Event Director will consult with a designated representative of Organizer, and it will be the goal of the Parties to reach mutual agreement on matters of event operation.

COASTAL COMMISSION  
EXHIBIT # 5  
PAGE 2 OF 16



## II. CITY RESPONSIBILITIES

A) City will provide an event director ("MBO Event Director") to oversee and monitor the total operation of the MBO especially in all matters pertaining to event liability and public safety.

B) City will retain the right to conduct, if it desires, a pre-tournament qualifying round, including non-Organizer players and retain the proceeds. However, City will grant Organizer permission to run these qualifying rounds. In that event, Organizer shall retain all the qualifying entry fees minus the permit fee (percentage of entry fee gross revenue) charged by the Los Angeles County Beaches & Harbors Department. From such qualifiers, Organizer shall take a minimum of eight Men's teams and eight Women's teams to play into the professional rounds of the MBO, unless the event is an international event, which in such case shall be governed by the FIVB international rules and mutually agreed upon by City and Organizer.

C) City will provide to Organizer any City services required for the MBO such as police, fire, etc. Expenses incurred by City for these services will be billed to Organizer at City's fully burdened rates. City and Organizer will meet to establish a budget for event costs 90 days prior to the event.

D) City will coordinate all necessary City, Los Angeles County and California Coastal Commission permits. Organizer will reimburse City for all necessary Los Angeles County permit fees. City will waive all necessary City permits fees, including, but not limited to fire permits, Coastal Commission permit, inspections and sound permit.

E) City will provide on-site parking spaces for television coverage equipment, Organizer equipment trucks and personnel. The number of spaces will be 71, consisting of all of the north and south lower parking lot, except for 14 spaces in the north lower parking lot (excluding the handicap spaces). City will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. In addition, City will close Manhattan Beach Boulevard west of Ocean Drive to bike and vehicular traffic as deemed necessary by public safety personnel, and City will cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Manhattan Avenue.

F) During each year's MBO, City will allow sponsors' display booths at the base of the pier and on the sand and will allow distribution of samples of their products during the MBO as long as such sampling does not include: (1) water (subject to agreement between City and Los Angeles County regarding approval of sales and sampling on the beach at the MBO) or (2) alcoholic and tobacco products and (3) as long as such sampling is not in conflict with the restrictions detailed under Section IV hereof.

G) City will allow Organizer to set up a Food Court and Merchandise Fair (which will include the right to sample or sell merchandise and/or other items or services, subject to the restrictions set forth herein) for City and other merchants. The

COASTAL COMMISSION

EXHIBIT # 5  
PAGE 3 OF 14



Food Court and Merchandise Fair shall comply with all applicable Los Angeles County Health Department codes. Organizer shall obtain all required permits, including a Los Angeles County Health Department permit. Organizer shall provide a breakdown of merchandise sales within 25 days after the event. Organizer shall pay to City (as a pass through to the County) the percentage of merchandise sales required by the Los Angeles County Beaches & Harbor permit.

H) City will allow the use of portable bleachers and the placement of a video board on the base of the pier or at a mutually agreed upon area.

I) City will provide waste services, including dumpsters and portable trash bins for the events.

J) City will coordinate ancillary events to be held in center court and raised platform above center court (if available) prior to and after tournament hours. City will provide set-up, cleaning services, and tear down of such ancillary events.

K) City will review and approve a traffic control plan.

L) City shall provide street sweeping of the parking lots prior to the commencement of the tournament set up and upon completion of the tear down.

### **III. ORGANIZER RESPONSIBILITIES**

A) Organizer will not organize, sponsor, promote or lend its name to any additional beach volleyball events with a prize purse of more than \$50,000 to be played on the same dates as the MBO.

B) Organizer shall make its best efforts to guarantee the appearance of 15 of the top 20 available professional volleyball teams (barring injury) to participate in the MBO.

C) Bleacher load-in may occur only on the Thursday one week prior to the tournament. Bleachers and bleacher materials shall be stored and secured under the Manhattan Beach Pier with green screen and fencing. Organizer must comply with the timeline for the set up and tear down of the MBO set by the Coastal Development Permit. Set up for the MBO will begin on the Sunday before the tournament. The MBO, including the amateur qualifying rounds, will take place on Thursday, Friday, Saturday and Sunday of the agreed upon dates and breakdown will be completed by 6:00 p.m. on the Wednesday following the tournament.

D) Organizer will provide, at its own expense, all event production, including but not limited to, nets, sound equipment, volleyballs, scoreboards, announcer's platform, court siding, court lines, tents, booths, possible bleacher seating (to the extent authorized pursuant to Section I.D), and no more than six inflatables. Bleachers cannot exceed the 41.5-foot height limit set by the Coastal Development Permit. Organizer will transport the equipment to the site, set up the equipment in a cooperative and timely fashion, and at the close of the MBO, take down and remove the equipment.

**COASTAL COMMISSION**

EXHIBIT #

PAGE 4 OF 16



designated representative of Organizer must remain on-site during the entire tear-down process. Organizer must remove all equipment from the site and, to the reasonable satisfaction of City, sift, clean and level beach sand to remove debris beneath the surface no later than 6:00 p.m. on Wednesday, August 22, 2017. City reserves the right to determine limits on the use of the equipment as it pertains to City ordinances and will enforce all such ordinances for the protection of public health and safety. To ensure compliance with the date and time of removal, Organizer will provide City a \$10,000 security/clean-up deposit. The Parties will meet "on site" on the Wednesday after the MBO at approximately 4:00 p.m. to determine if the site, to include the beach and parking lots, has been reinstated to its original condition. The Parties agree that based on reasonable expectations, Organizer will materially correct any outstanding "clean-up" deficiency on a timely basis. If the deficiency is not corrected by the deadlines set forth below, Organizer will forfeit the deposit, or portions thereof, in accordance with the following schedule:

August 23, 2017	2:00 p.m.	\$3,000 plus City costs
August 24, 2017	2:00 p.m.	\$3,000 additional (\$6,000 total) plus City costs
August 25, 2017	5:00 p.m.	Balance of \$10,000 (\$10,000 maximum)

E) City will return the \$10,000 security/clean-up deposit or the remaining amount thereof if Organizer materially completes the clean-up by the deadlines above. City will return the deposit 30 days after the event. Equivalent deadline dates for future year's events shall be set by the Parties in writing prior to each year's MBO. Each future schedule shall be attached to this Agreement.

F) Organizer will provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the MBO at no expense to City. Also, Organizer will provide a designated representative to consult as necessary with the City MBO Event Director regarding all facets of event operation.

G) Organizer will provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.

H) Organizer shall reimburse City for all its direct "in-house" services, including City personnel (including the MBO Event Director), services, and parking expenses for the event. An estimate of these costs will be provided to Organizer three months prior to each MBO. The projected City costs for the 2017 MBO is \$75,000, which will be paid to City 30 days in advance of the MBO. Actual City departmental costs and Los Angeles Beaches & Harbor permit fees will be itemized and billed to Organizer within 30 days of the completion of the MBO. Organizer shall pay City the amount of the invoice within 30 days of its receipt by Organizer. In addition, Organizer will deposit an additional \$10,000 cleaning deposit (see Section III.D), which is fully refundable upon event clean-up, except as stated in Section III.D.

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 5 OF 16



I) Organizer shall reimburse City for any permits required from the County of Los Angeles and any direct cost of required permits, other than processing fees for City permits.

J) Unless otherwise expressly specified herein, the foregoing responsibilities of Organizer will be discharged at the expense of Organizer.

K) Organizer shall provide adequate access to the MBO location in a manner satisfactory to City, including access to designated parking spaces for people with disabilities. In addition, Organizer shall provide, at its sole cost, a free shuttle on the Saturday and Sunday of the tournament to transport spectators and other beachgoers from a remote parking lot specified in each year's Coastal Development Permit conditions to the downtown drop-off point (Von's supermarket). Up to two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. and 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.

L) Organizer shall provide a free bicycle parking area.

#### **IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS**

A) City grants to Organizer a temporary exclusive license to the MBO consistent with the term of this Agreement which will include, without limitation, all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise.

B) Organizer will be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the MBO so long as the following guidelines are observed:

1) No sponsor will be solicited or accepted who manufactures, markets or are identified in any way with a feminine hygiene product, any disease control products or any product or service considered illegal under the laws of the United States or the State of California.

2) No sponsor will be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by City to be acceptable to public sensibilities or morals.

3) No sponsor will be solicited or accepted who produces any form of tobacco products.

4) These guidelines are not intended to exclude as sponsors those that are manufacturers of or distributors of distilled spirits, wines, wine products, beer or fast foods.

EXHIBIT #

5

PAGE

6

OF

16



C) City will allow sign exposure areas at the MBO for sponsors, including but not limited to, customary court banners, booths, hospitality areas and bleacher banners. In addition, Organizer will have the right to have signage on the railings on the south side of the pier and on the railings along the bike path in the area of the MBO. Further, City will allow vehicles (e.g., official sponsor vehicles, watercraft, etc.) on the sand in connection with the MBO, as permitted by the Local Coastal Program.

## V. PROMOTION OF THE MBO

A) Organizer will provide all funds, staff, equipment, and materials necessary to adequately promote and advertise the MBO. City will assume no advertising obligation except as specifically provided herein. City will promote the MBO by cooperating with the press and agreeing to place posters in City-approved locations and assisting in the placement of street and pole banners. Organizer will provide all publicity and promotional materials.

B) City will permit Organizer to advertise and promote the MBO within the City for a minimum of four weeks prior to the tournament. This commitment will include the following:

1) Organizer will provide street banners to City at least 40 days prior to the MBO. City will schedule and hang street banners at City-approved locations commencing 30 days prior to the MBO. City will remove street banners upon completion of the event.

2) Organizer will have the exclusive right to hang pole banners in specific locations approved by City commencing two weeks prior to the MBO. A list of specific locations will be submitted to City at least 90 days prior to the MBO.

3) All street and pole banner designs must be approved by City. Organizer will be responsible for the costs of hanging and removing all such banners. City will not charge any permit fees in connection with such banners.

4) Organizer may provide City storefront posters, which will be distributed to local businesses and City facilities by City. In addition, Organizer will be prohibited from handing out fliers, posters, index cards, and any other promotional material in the downtown area. In return, to the full extent allowed by law, City will prohibit other non-event sponsors of Organizer from distributing product or promotional literature in the downtown area. In addition, Organizer will have the right to issue local newspaper releases.

5) All street and pole banner designs and MBO artwork must be pre-approved by City.

C) All support and point-of-purchase materials will list the MBO and all event posters, counter cards and schedules will mention City.

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 7 OF 16



D) City will acknowledge Organizer in any local television programming that highlights upcoming events.

E) City will give the MBO preferred placement on its web site, if possible.

F) City will include MBO artwork in all marketing materials, including the quarterly brochure, City website, and social media. All artwork will be provided by Organizer.

## **VI. MEDIA AND DISTRIBUTION**

Organizer will have the exclusive right to solicit and negotiate all radio, film, digital, and television broadcast agreements.

A) A live broadcast by the sponsor radio station and filming of the MBO will be allowed at the MBO. All radio broadcast and/or filming set-ups are to be approved and licensed by the proper City representatives who will be available and on hand at the time of set-up. Approval will take into account the desire of the Parties to allow a first quality broadcast and the technical needs of the broadcasters.

B) Organizer will provide City with a DVD and digital "line cut" of the finished content and edit of the MBO broadcast and web cast, within one month after the end of the tournament (or as soon as available).

C) City and Organizer will own all rights to all radio, photo, digital content, and television product of the MBO. City will be afforded the right to use the digital, photo and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the MBO. Organizer agrees that all such usage of content from the MBO will be complimentary and positive to City, the MBO and the citizens of City. In all cases, City has the right to review and approve all such usage of content generated by the MBO (approval of such usage not to be unreasonably withheld).

## **VII. MBO MERCHANDISE**

A) City will not prohibit the sale of domestic series or MBO-related or event merchandise, sponsor apparel, or volleyballs at the base of the pier or on the sand.

B) The MBO-specific apparel and non-consumable souvenir merchandise will be developed by Organizer. Organizer will have the exclusive right to create, market and license the MBO-specific merchandise. All MBO-specific merchandise will comply with the title requirements set forth herein and as follows:

1) Sales and distribution of the MBO-specific merchandise plan shall be subject to approval by City.

2) City shall have input and approval of all designs and products Stock Keeping Units (SKUs).

**COASTAL COMMISSION**

EXHIBIT #

5

PAGE 8

OF 16



3) Organizer to provide a list of product SKUs for approval by City, including but not limited to, t-shirts, sweatshirts, hats, shorts, volleyballs, toys, equipment, etc.

C) No other consumables or non-consumables will be sold or given away at the site except as specified in this Agreement or as approved in writing by City prior to the MBO.

#### **VIII. PRIZE MONEY**

Organizer shall provide for a minimum \$75,000 in prize money for each of the Men's and Women's Open Divisions, for a total of \$150,000. Organizer shall present the prize money levels to City 120 days prior to the commencement of the tournament in any given year. The prize money levels for each year of the MBO shall not be less than \$150,000 (i.e., \$75,000 for each gender).

#### **IX. PREFERRED VENDORS**

In good faith, the Organizer will use City preferred vendors to include local Manhattan Beach based businesses, CSC security services, IMC, etc. A list of preferred vendors will be provided by City to Organizer.

#### **X. TERM**

This Agreement will be effective for a period of three years commencing with the 2017 Manhattan Beach Open and extending through the 2019 Manhattan Beach Open.

#### **XI. RENEWAL**

Provided Organizer is not in default of its obligations hereunder, City agrees that before granting any rights to a third party for the exclusive license to the MBO consistent with the terms of this Agreement which will include, without limitation, the production of a pro beach volleyball tournament entitled the "The Manhattan Beach Open," all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise in 2020 – 2022, if held, City will first negotiate in good faith with Organizer during a 30-day period as designated in writing by City. If City and Organizer fail to reach an agreement during that 30-day period, Organizer will have the right within 14 days thereafter to submit to City in writing the terms and conditions (the "Final Offer") Organizer is willing to offer or accept for such rights as Organizer of the 2020 – 2022 Manhattan Beach Open.

#### **XII. FORCE MAJEURE**

If in any year during the term hereof an entire MBO cannot take place as planned due to inclement weather, the failure of any permitting agency to timely issue a permit, or other force majeure outside the Parties' reasonable control, such failure to hold the affected MBO on its originally scheduled date will not be treated as a breach of

COASTAL COMMISSION  
EXHIBIT # 5  
PAGE 9 OF 16



this Agreement by either Party and each Party will use their commercially reasonable efforts to reschedule the MBO on a mutually agreeable date. If no substitute date is set within 90 days of the force majeure event: (i) each Party will be responsible for its own expenses with respect to the affected MBO, and (ii) both Parties will have no further obligations to each other with regard to the affected MBO.

### **XIII. DEFAULT**

A) The following events will constitute an event of default ("Event of Default") under this Agreement regardless of whether any such event is voluntary or involuntary or results from the operation of applicable laws, rules or regulations or is pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

1) either Party makes any material misrepresentation or materially breaches any warranty made herein and fails to cure such breach within 14 days of its receipt of the written notice of such breach provided such breach is curable;

2) either Party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or will make a general assignment for the benefit of creditors, or will have an involuntary case or other proceeding instituted against it seeking similar relief; or

3) either Party otherwise fails to perform or observe any other material covenant or material condition set forth herein and such failure continues unremedied for a period of 14 days after the receipt of written notice thereof from the non-defaulting Party outlining the default and method of cure.

B) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same is continuing, the non-defaulting Party may declare, at its option, this Agreement to be in default and (i) may immediately terminate this Agreement without any liability whatsoever other than liabilities accrued to such date by giving the defaulting Party written notice of termination; (ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (iii) may exercise any other right or remedy available to it under law or in equity; or (iv) may seek any permitted combination of such remedies. No remedy is intended to be exclusive but each will be cumulative, and the exercise of any such remedy will not preclude the simultaneous or later exercise of any other remedy.

### **XIV. REPRESENTATIONS AND WARRANTIES**

A) City represents and warrants to AOS that (i) City has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the naming, media and licensing rights of the "Manhattan Beach Open" granted to AOS are owned by City and it is City's good faith belief that the use of such rights by Organizer will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired, notwithstanding the AVP Pro Volleyball Club Inc.'s purported registration of the trademark in January 13, 2009; and (iii) the

COASTAL COMMISSION

EXHIBIT # 5  
PAGE 10 OF 16



execution, delivery and performance of this Agreement will not violate the provision of any agreement to which City is a party or by which it is bound.

B) AOS represents and warrants to City that (i) it has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to City hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which either is a party or by which they may be bound; and (iv) it is fully aware of the AVP's purported registration of the Manhattan Beach Open trademark. Should any purported registration of the MBO trademark affect either Party's ability to fulfill its duties and deliverables as outlined in this Agreement, both Parties agree that such inability to fulfill such duties and deliverables will not be considered a material breach of this Agreement and will be remedied by mutual agreement reached through the on-going discussions between Organizer and City.

#### **XV. USE OF TRADEMARKS OR SERVICE MARKS**

City hereby grants a limited license to AOS, for the 2017 through 2019 MBO tournaments only, to use the name "Manhattan Beach Open." City expressly reserves to itself all other rights to use the name "Manhattan Beach Open" which the Parties hereto acknowledge is the sole property of City. Except as expressly provided herein, no Party will have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other Party without its prior written consent.

#### **XVI. CONTINGENCIES**

This Agreement is contingent upon issuance of all necessary governmental approvals, including but not limited to, all required City of Manhattan Beach and Los Angeles County, or Coastal Commission (if any) approvals and environmental review (if any) required under the California Environmental Quality Act ("CEQA").

#### **XVII. INSURANCE**

A) Commencement. AOS will not commence activities under this Agreement until it has obtained insurance as approved by City. Before beginning any activities hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, AOS will have and maintain in place, all of the insurance coverages required by this Section XVII. AOS's insurance will comply with all items specified by this Agreement. Any subcontractors of AOS will be subject to all of the requirements of this Section XVII, and AOS will be responsible for obtaining evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder will be issued by insurers authorized to do business in the State of California.

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 11 OF 16



B) Coverages; Limits and Policy Requirements. AOS will maintain the types of coverages and limits indicated below:

1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy will be no less than Two Million Dollars (\$2,000,000) per occurrence. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance, and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions for any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability will be no less than One Million Dollars (\$1,000,000) per accident. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions of any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto), or other form approved by the City's Risk Manager, must be executed by the applicable insurance underwriters.

3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employer's Liability Insurance will have a minimum limit of not less than one million dollars (\$1,000,000) per claim. The policy will contain, or be endorsed to include a waiver of subrogation in favor of City.

C) Additional Requirements. The procuring of such required policies for insurance will not be construed to limit the liability of AOS hereunder, or to fulfill the indemnification provisions and requirements of this Agreement.

**COASTAL COMMISSION**

There will be no  
EXHIBIT # 5  
PAGE 12 OF 16



recourse against City for payment of premiums or other amounts with respect thereto. City will notify AOS in writing of changes in the insurance requirements. If AOS does not deposit certificates evidencing acceptable insurance coverage policies with City incorporating such changes within 60 days of receipt of such notice, AOS will be deemed to be in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by City.

D) Verification of Compliance. AOS will furnish City with a certificate evidencing coverage required by this Agreement.

#### **XVIII. INDEMNIFICATION**

AOS agrees to indemnify, defend, and hold harmless City and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of, or in any way connected with performance of this Agreement by AOS, its agents, officers, employees, subcontractors or independent contractor(s) hired by AOS, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by AOS.

City agrees to indemnify, defend, and hold harmless AOS and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of the performance of the obligations specified in this Agreement by City, City's agents, officers, employees, subcontractors, or independent contractor(s) hired by City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by City.

#### **XIX. INDEPENDENT CONTRACTOR/POLICE POWER**

City and AOS will each be and act as independent contractors. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way other than as authorized by this Agreement. Nothing in this Agreement will be construed to create a joint venture between the Parties or to obligate any other Party for debts or obligations incurred by the other Party in the performance of this Agreement.

Nothing in this Agreement shall be construed as a limitation on City's exercise of its police power, including, but not limited to, the exercise of its discretion in consideration of any permit application required for the event contemplated by this Agreement.

#### **XX. FAILURE TO OBJECT NOT A WAIVER**

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party which is in violation of the terms hereof will not

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 13 OF 16



be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

#### **XXI. CONFIDENTIAL INFORMATION**

Each Party acknowledges that confidential information may be disclosed to the other Party during the course of this Agreement, including but not limited to this Agreement and the terms hereof, all communications and negotiations between the parties and/or third parties, emails, financial documents and any other information a Party may have learned about the other Party. Each Party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (at all times executing at least reasonable care), during the period this Agreement is in effect, three years following expiration or termination of this Agreement, to prevent the duplication or disclosure of confidential information to other than by or to its employees or agents who must have access to the confidential information to perform such Party's obligations hereunder. The foregoing notwithstanding, each Party may disclose such terms as may be required by law, including but not limited to the California Public Records Act. The parties will not make any statements, publicly or privately, which disparages or would reasonably be expected to disparage the other Party or any of its employees, officers or directors.

#### **XXII. NOTICES**

All notices required or permitted hereunder will be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the Parties as follows:

If to AOS:

AOS Group, LP  
1300 Quail Street, Suite 200  
Newport Beach, CA 92660

Telephone: (949) 679-3599  
Email: dsun@avp.com

If to City:

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266  
Attn: Director of Parks & Recreation

cc: City Attorney

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 14 OF 16

### **XXIII. LIMITATION ON ASSIGNMENT**

A) The rights and obligations under this Agreement may be assigned or delegated by the Parties only with the prior written consent of the other Party. Any attempted assignment or delegation, without the prior written consent of the other Party will be voidable at the discretion of the non-assigning Party.

B) This Agreement and all of the terms and provisions hereof will be binding upon and will insure to the benefit of the Parties hereto and their respective successors and assigns.

### **XXIV. APPROVAL**

Whenever approval, consent, information, or data is herein required of either or both Parties, the same will not be unreasonably or arbitrarily delayed or withheld.

### **XXV. COMPLIANCE WITH THE LAW**

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the Parties will promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the Parties and neither Party will have any further obligations or liabilities with respect to this Agreement.

### **XXVI. SURVIVAL**

In the event that this Agreement is terminated for any reason during the term, Sections VI, VII, XVII, and XVIII will survive the termination of this Agreement in perpetuity.

### **XXVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both Parties.

### **XXVIII. GOVERNING LAW/VENUE**

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the City of Manhattan Beach.

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 15 OF 16



**XXIX. CORPORATE AUTHORITY**

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH,  
a California municipal corporation

AOS GROUP, LP,  
a California limited partnership

\_\_\_\_\_  
Mark Danaj, City Manager

  
\_\_\_\_\_  
Donald Sun, Managing Partner

ATTEST:

\_\_\_\_\_  
Liza Tamura, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Mark Leyman, Director of Parks and  
Recreation

**COASTAL COMMISSION**

EXHIBIT # 5  
PAGE 16 OF 16

**Revell, Mandy@Coastal**

**From:** Jessica Vincent <jvincent@citymb.info>  
**Sent:** Monday, April 24, 2017 4:47 PM  
**To:** Revell, Mandy@Coastal  
**Cc:** Mark Leyman  
**Subject:** RE: contact for MB  
**Attachments:** MBO2016\_SitePlan.pdf; MBO\_2017\_concept1.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**COASTAL COMMISSION**

EXHIBIT # 6  
PAGE 1 OF 2

Hi Mandy, please see my comments below based on the Manhattan Beach Open Appeal. I've also attached a pdf of the 2017 concept. The area referred to as the Skydeck includes the grey area that extends from the lower pier parking lot with a bridge over the bike path leading west onto the sand. Please let me know if you have additional questions/concerns.

1. The attached 2016 site plan indicates where ADA parking is available. Additionally, the parking spots in the upper and lower north parking lots remain open and available, which signage indicates. Also, staff accommodates additional parking needs, if additional spots are available.

2.

Day	Date	Time	Event	Cost	Occupancy	Location
Thursday	17-Aug	8am-7pm	Tournament Qualifiers	Free	200 (unless capacity allows up to 500)	Sand & Bleachers
Friday	18-Aug	4pm-8pm	Pier Ceremony Reception (NEW)	\$45/ kids under 12 free		Skydeck
		6:30am-8am	Yoga (NEW)	Free		Skydeck
		9am-7pm	Tournament Qualifiers	Free		Sand & Bleachers
		9am-7pm	Tournament Qualifiers	\$75	600	Skydeck
		6pm-8pm	Movie on the Beach	Free	300	Sand & Bleachers
		9am-7pm	Main Draw	Free	6000	Sand & Bleachers
		9am-7pm	Main Draw	\$90	600	Skydeck
Saturday	19-Aug	6:30am-8am	Yoga (NEW)	Free	200	Skydeck
		9am-4pm	Finals	Free	6000	Sand & Bleachers
		9am-4pm	Finals	\$125	600	Sydeck

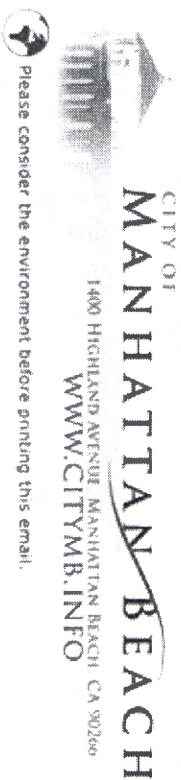


3. Street and parking closures are mandatory for a safe, executed, televised event. Additional parking is available offsite and a shuttle is provided to the offsite location. Additionally, staff works with Uber, Lyft and the local Downtowner (free ride program) to provide deals and a set drop-off/pick-up zone. Staff is also working with [www.southbaytravelpal.com](http://www.southbaytravelpal.com) to post notifications regarding parking.
4. Pier remains open during the entire event and the area south of the pier where tournament and events are held accommodates approximately 6,000 spectators at any given time with only 20% paid seating.
5. During the Pier Ceremony Reception in the Skydeck on Thursday, free seating is available in center court, featured courts and outside courts. There are several additional events held in the skydeck that are free in an effort to increase access and opportunities for the community to attend beach events and enjoy the view from the skydeck.

Thanks,  
Jessica.

**Jessica Vincent**  
**Recreation Services Manager**

P: (310) 802-5405  
E: [jvincent@citymb.info](mailto:jvincent@citymb.info)



 Please consider the environment before printing this email.

Office Hours: M - Th 7:30AM - 5:30 PM | Alternate Open Fridays 8:00AM - 5:00 PM | Closed Alternate Fridays | Not Applicable to Public Safety

**From:** Revell, Mandy@Coastal [mailto:[Mandy.Revell@coastal.ca.gov](mailto:Mandy.Revell@coastal.ca.gov)]  
**Sent:** Monday, April 24, 2017 1:50 PM  
**To:** Mark Leyman <[mleyman@citymb.info](mailto:mleyman@citymb.info)>  
**Cc:** Jessica Vincent <[jvincent@citymb.info](mailto:jvincent@citymb.info)>  
**Subject:** RE: contact for MB

Hello Mark and Jessica,  
Please find the attached appeal, and I will look forward to reading your responses to each of Bill Victor's reasons for appealing the City's Volleyball Tournament.  
Thank you very much,

*Mandy Revell*  
*Coastal Program Analyst*

COASTAL COMMISSION  
EXHIBIT # 2  
PAGE 2



The Beach Reporter  
2615 Pacific Coast Highway, Suite 329  
Hermosa Beach CA 90254

**Proof of Publication**  
(2015.5 C.C.P.)

STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of the

**BEACH REPORTER**

a newspaper of general circulation, printed and

published Weekly

in the City of Manhattan Beach  
County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

under the date of December 29, 19 83

Case Number C 474258  
that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

February 23,

all in the year 20 17

I certify (or declare) under penalty of perjury that the foregoing is true and correct

Dated at Hermosa Beach

California, this 23rd February, 20 17


A. Managuz  
Signature

**California Newspaper Service Bureau**  
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San Francisco, Oakland, San Jose, Santa Rosa, San Rafael, and Sacramento.  
Special Services Available in Phoenix, Las Vegas, Denver and Seattle

This Space is for the County Clerk's Filing Stamp

**Proof of Publication of**

  
**CITY OF MANHATTAN BEACH**  
**NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH TO CONSIDER AN APPLICATION FOR A COASTAL DEVELOPMENT PERMIT**

A public hearing will be held before the City Council regarding an application for a Coastal Development Permit for a temporary sporting event development located within the appeal jurisdiction of the Coastal Zone.

**Applicant:** City of Manhattan Beach Parks & Recreation Department  
**Project File Number:** CA 17-03

**Project Location:** 1, 11, & 12 Manhattan Beach Blvd., 1121 Ocean Dr. - Beach area south of the Manhattan Beach Pier, Portion of the Pier, Lower Pier Parking Lots, and Portion of South Upper Pier Parking Lot

**Project Description:** Spectator bleachers, a VIP platform with beer and wine service, and accessory structures for the Manhattan Beach Open Volleyball Tournament, an annual event to be held August 17-20, 2017.

**Environmental Determination:** The temporary activity is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15304a, "Minor Alterations to Land", 15311c, "Accessory Structures, and 15323, "Normal Operation of Facilities for Public Gatherings".

**Project Planner:** Eric Haaland, Associate Planner (310) 802-5511, ehaaland@citymb.info  
**Mailing Address:** 1400 Highland Avenue, Manhattan Beach, CA 90266

**Public Hearing Date:** Wednesday, March 8, 2017  
**Time:** 6:00 p.m.  
**Location:** Council Chambers, City Hall, 1400 Highland Avenue, Manhattan Beach

**Further Information:** Proponents and opponents may be heard at that time. For further information contact Jessica Vincent (310) 802-5405, jvincent@citymb.info, or Project Planner. The project file is available for review at the Community Development Department at City Hall.

A Staff Report will be available for public review at the Manhattan Beach Library, Police Dept., and City website (<http://www.citymb.info>), on or before March 3, 2017.

**Public Comments:** Anyone wishing to provide written comments for inclusion in the Staff Report must do so by February 27, 2017. Oral and written comments will be received during the public hearing.

**Appeals:** The City Council's decision is appealable to the State Coastal Commission within ten (10) working days following receipt by the State Coastal Commission of the City's final action.

Legal challenges to the proposed actions may be limited to raising only those issues raised at the public hearing described in this notice or in correspondence received by the City Council.

**LIZA TAMURA**  
City Clerk

Published as The Beach Reporter No. 8060,  
February 23, 2017

**COASTAL COMMISSION**

EXHIBIT # 1  
PAGE 1 OF 2



**CITY OF MANHATTAN BEACH**  
**NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN**  
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**LIZA TAMURA**  
City Clerk

**COASTAL COMMISSION**

EXHIBIT # 7  
PAGE 2 OF 2



**CALIFORNIA COASTAL COMMISSION**

SOUTH COAST DISTRICT OFFICE  
200 OCEANGATE, 10<sup>TH</sup> FLOOR  
LONG BEACH, CA 90802-4416  
VOICE (562) 590-5071 FAX (562) 590-5084



RE: APPLICATION NO 5 MNB 17 -0282

**APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT****Please Review Attached Appeal Information Sheet Prior To Completing This Form.****SECTION I. Appellant(s)**Name: <sup>AND</sup> WILLIAM VICTOR A LAW CORPORATION c/o WILLIAM VICTOR

Mailing Address: POST OFFICE BOX 88603

City: LOS ANGELES, CA 90009

Zip Code:

Phone: 516-670-2590

**SECTION II. Decision Being Appealed**

1. Name of local/port government:

CITY OF MANHATTAN BEACH Department of Parks and Recreation

2. Brief description of development being appealed:

The 2017 Manhattan Beach Open Volleyball Tournament

3. Development's location (street address, assessor's parcel no., cross street, etc.):

MANHATTAN BEACH PIER , MANHATTAN BEACH, LOS ANGELES COUNTY, CA

4. Description of decision being appealed (check one.):

- ☐ Approval; no special conditions  
☒ Approval with special conditions:  
☐ Denial

**Note:** For jurisdictions with a total LCP, denial decisions by a local government cannot be appealed unless the development is a major energy or public works project. Denial decisions by port governments are not appealable.

**TO BE COMPLETED BY COMMISSION:**

APPEAL NO: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

**COASTAL COMMISSION**

EXHIBIT #

8

PAGE

1 OF 8



**APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 2)**

5. Decision being appealed was made by (check one):

- ☐ Planning Director/Zoning Administrator  
☒ City Council/Board of Supervisors  
☐ Planning Commission  
☐ Other

6. Date of local government's decision:

March 8, 2017

7. Local government's file number (if any):

CA 17-03

**SECTION III. Identification of Other Interested Persons**

Give the names and addresses of the following parties. (Use additional paper as necessary.)

a. Name and mailing address of permit applicant:

AOS GROUP ,LP 1300 QUAIL STREET SUITE 200 NEWPORT BEACH, CA.92460

CITY OF MANHATTAN BEACH, 1400 HIGHLAND AVENUE, MANHATTAN BEACH, CA 90266

b. Names and mailing addresses as available of those who testified (either verbally or in writing) at the city/county/port hearing(s). Include other parties which you know to be interested and should receive notice of this appeal.

(1)

WILLIAM VICTOR POB 88603, LOS ANGELES, CA 90009

(2)

(3)

(4)

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 2 OF 8

✓



## APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 3)

### **SECTION IV. Reasons Supporting This Appeal**

#### **PLEASE NOTE:**

- Appeals of local government coastal permit decisions are limited by a variety of factors and requirements of the Coastal Act. Please review the appeal information sheet for assistance in completing this section.
- State briefly **your reasons for this appeal**. Include a summary description of Local Coastal Program, Land Use Plan, or Port Master Plan policies and requirements in which you believe the project is inconsistent and the reasons the decision warrants a new hearing. (Use additional paper as necessary.)
- This need not be a complete or exhaustive statement of your reasons of appeal; however, there must be sufficient discussion for staff to determine that the appeal is allowed by law. The appellant, subsequent to filing the appeal, may submit additional information to the staff and/or Commission to support the appeal request.

- (1) The exclusive use of the Pier, requiring paid Tickets, City Representatives as of the date of this filing have refused to indicate the amount to be charged; and parking lots in this event -The Manhattan Open has blocked handicapped spaces and the objections to the 2016 event in the appeal on this event (to the CC) by the appellant is incorporated herein as if it is copied verbatim ;
  - (2) Also Exhibit A refers to exclusive ticket event for 200 ticket holders which excludes others and does not provide for 75 per cent free participation at the event-See emphasized portions of Exhibit A,
  - (3) See Exhibits B and C Access excluding recreational beach goers
  - (4) The overall exclusive use of the pier and public access impacts public access and violates the requirement for 75 % area to be NOT Paid for and free access;
  - (5) Condition is not complied with by ticketed items since it is 100 % paid tickets
  - (6) See Exhibit D
- Appellant respectfully reserves the right to supplement this statement.

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 3 OF 8

**APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 4)**

**SECTION V. Certification**

The information and facts stated above are correct to the best of my/our knowledge.

William Vento  
Signature of Appellant(s) or Authorized Agent

Date: 4/7/17

**Note:** If signed by agent, appellant(s) must also sign below.

**Section VI. Agent Authorization**

I/We hereby  
authorize \_\_\_\_\_  
to act as my/our representative and to bind me/us in all matters concerning this appeal.

\_\_\_\_\_  
Signature of Appellant(s)

Date: \_\_\_\_\_

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 4 OF 8



**2017 MANHATTAN BEACH OPEN**

**Thursday, August 17-20, 2017**

**Southside Manhattan Beach Pier | 100 Manhattan Beach Blvd, Manhattan Beach, CA 90266**

**Pier Ceremony Reception EVENT ELEMENTS:**

- Ticketed Event for 200
- Proceeds to benefit local non-profit organizations & MB Farmers Market
- Hors d'oeuvre & beer & wine service
- 5:00-9:00pm, Thursday, August 17
- Elevated platform south pier parking lot

**Sun Rise Yoga Event Elements:**

- Free
- 150 participants
- Light snacks & beverages
- 6:30-8am, Friday, August 18 & Sunday, August 20
- Elevated platform south pier parking lot

**Movie Night Event Elements**

- Free
- 300 participants
- Light snacks
- 6:00-9:00pm, Friday, August 18
- Stadium Court

EXHIBIT A

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 5 OF 8

**Manhattan Beach Open Timeline**  
**1 Manhattan Beach Blvd, Manhattan Beach CA 90266**

<b>Saturday, August 12</b>	<b>8-10pm</b>	Truck & Heavy Equipment Load-in South Lower Parking Lot
<b>Sunday, August 13</b>	<b>7am-10am</b>	Equipment Load-in
		Lower South Pier Parking Closed
		Begin Set Up on Beach
		Lower South Pier Parking Lot Opened at 10am
<b>Monday, August 14 - Wednesday, August 23</b>		Manhattan Beach Blvd Closed from Ocean Avenue West Lower North & South Lots Closed ]
<b>Thursday, August 17- Sunday, August 20</b>		14 Parking Spaces Upper South Lot closed for TV trailers ]
<b>Friday, August 18- Sunday, August 20</b>		Upper North Lot closed for Command Post/Police Staging ]

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 6 OF 8

EXHIBIT B

6



**2017 MANHATTAN BEACH OPEN**

**Thursday, August 17-20, 2017**

**Southside Manhattan Beach Pier | 1 Manhattan Beach Blvd, Manhattan Beach, CA 90266**

**EVENT ELEMENTS:**

- \$200,000 Prize Purse
- Broadcast Live on NBC
- 32-team (per gender) draw
- Top players in the US
- 12+ Ancillary Courts
- Festival Village
- 20,000+ in attendance

**DEMOGRAPHICS:**

- Young, upscale, active
- 81% attended college
- Average HHI - \$115,000+
- 50/50 Male – Female
- 46% are 21-35 years old
- 21% are 35-44 years old

**EVENT SCHEDULE:**

**Thursday, August 17**

9am-5pm      Qualifiers

3pm-4pm      MBO Walk of Fame Pier Ceremony

4pm-9pm      Pier Ceremony Reception – Ticketed

**Friday, August 18**

6:30am-8am    Sunrise Yoga

9am-5pm      Main Draw

6-8pm          Community Movie Night – Free

**Saturday, August 19**

9am-5pm      Main Draw

**Sunday, August 20**

9am-6pm      Finals

EXHIBIT C

**COASTAL COMMISSION**

EXHIBIT # 8  
PAGE 7 OF 8

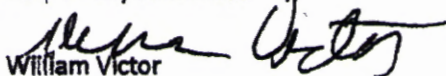
516-670-2590  
VIC.LAW1@GMAIL.COM

February 27, 2017

Dear City Council Members and City Clerk of Manhattan Beach and Parks and Recreation Dept.:

Please note that the Manhattan Open event conducted last year did not keep to its plan to keep certain of the Upper Pier Parking lots available to the public on a first come first serve basis. The Parks and Recreation Department violated notice requirements and it appears to have done at this time. Due the the short notice received today requiring comments to be included in the Staff report by today – it is possible that notice provisions under the MB LCP were also violated. The 2016 event also violated the Federal ADA requirements for handicapped parking especially on the upper Pier parking lots and violated its own plans set forth in the agreement executed with the event management company. When the violators were advised some of them responded that they were given permission to ignore the agreement by the then Mayor, Tony D'Erico. The Coastal Commission was made aware and the Director of the local office suggested that this be brought up when this matter is being applied for in 2017. The Manhattan Open is recognized as a wonderful event but last year it was less than wonderful for the handicapped some of whom were given parking by concerned citizens in the community since they required it more than the healthy non handicapped competitors who were given some of these spaces and the City officials who parked in many of those spaces.

Respectfully submitted

  
William Victor

2017 FEB 27 PM 5:22  
CITY CLERK  
MANHATTAN BEACH, CA

RECEIVED

COASTAL COMMISSION

EXHIBIT # 8  
PAGE 8 OF 8

EXHIBIT D