

**Appendix A** – Consent Cease and Desist Order No. CCC-18-CD-03  
Consent Restoration Order No. CCC-18-RO-02

## **CONSENT CEASE AND DESIST ORDER CCC-18-CD-03, CONSENT RESTORATION ORDER CCC-18-RO-02**

The below Consent Cease and Desist Order CCC-18-CD-03 and Consent Restoration Order CCC-18-RO-02 (collectively referred to herein as "the Consent Orders") document a settlement agreement reached between the California Coastal Commission ("the Commission") and Victor Humphry Knipe and Susan Elizabeth Knipe, the owners of real property commonly known as 25575 Piuma Road, Calabasas, California and constituting Los Angeles County Assessor's Parcel Nos. ("APNs") 4456-037-037, 4456-037-010, and 4456-037-038 ("the Knipe Property"). The Consent Orders resolve a dispute between the parties regarding Respondents' alleged violations of the Coastal Act.

### **1.0 CONSENT CEASE AND DESIST ORDER CCC-18-CD-03**

Pursuant to its authority under California Public Resources Code ("PRC") section 30810, the Commission hereby orders and authorizes Victor and Susan Knipe, and all of their assigns, employees, agents, and contractors, and any persons acting in concert with any of the foregoing (hereinafter collectively referred to as "Respondents") to:

- 1.1 Cease and desist from engaging in any further development, as that term is defined in the Coastal Act (PRC § 30106), that would normally require a Coastal Development Permit ("CDP") or a Coastal Act exemption on any of the properties identified in Section 5.3 below ("Properties"), unless authorized pursuant to the Coastal Act (PRC sections 30000-30900), which includes through these Consent Orders.
- 1.2 Cease and desist from maintaining or using any "Unpermitted Development", as defined in Section 5.2, below, including the "upper" horseback riding arena, (including associated fencing, sand fill, and structures within and surrounding the arena), horseback riding trails, fencing, tack shed, tractor overhang, hay shed, and any other unpermitted development on the Properties.
- 1.3 Remove, pursuant to and consistent with the terms of an approved Removal Plan as provided for in Section 6.3 below, and pursuant to the terms and conditions set forth herein, all physical items placed or allowed to come to rest on the Properties as a result of any "Unpermitted Development," as defined in Section 5.2, below, including, but not limited to: the upper horseback riding arena, (including associated fencing, sand fill, and structures within and surrounding the arena), horseback riding trails, fences located southwest of the lower horseback riding arena, the tack shed, tractor overhang, and hay shed. Respondents may apply for Coastal Act authorization or determination of exemption for any new development on APN 4456-037-038, including the relocation of the tack shed, tractor overhang, and hay shed.
- 1.4 Fully and completely comply with the terms and conditions of Consent Restoration Order CCC-18-RO-02, as provided in Section 2.0, below, including the restoration of areas impacted by Unpermitted Development with coastal sage scrub, southern maritime chaparral, riparian, and oak woodland habitat vegetation, and other native vegetation, in accordance with the specifications set forth in the Restoration Plan described in Section 6.0, below.

## **2.0 CONSENT RESTORATION ORDER CCC-18-RO-02**

Pursuant to its authority under PRC Section 30811, the Commission hereby orders and authorizes Respondents to restore the Properties by complying with Consent Order CCC-18-RO-02 described herein, and taking all other restorative actions described in Section 6.0, below.

## **PROVISIONS COMMON TO BOTH ORDERS**

### **3.0 PERSONS SUBJECT TO THESE ORDERS**

Victor and Susan Knipe, and all of their assigns, employees, agents, and contractors, and anyone acting in concert with the foregoing (Respondents), are jointly and severally subject to all requirements of these Consent Orders. Respondents agree to undertake the work required herein and agree to cause their employees and agents, and any contractors performing any of the work required herein, and any persons acting in concert with any of these entities, and to notify any future owners of the property currently owned by Victor and Susan Knipe at 25575 Piuma Road, Calabasas, Los Angeles County California (Los Angeles County APNs 4456-037-037, 4456-037-010, and 4456-037-038), to comply with the terms and conditions of these Consent Orders. Respondents shall provide notice to all successors, assigns, and potential purchasers of the above-listed properties of any remaining restrictions or obligations under these Consent Orders.

### **4.0 NATURE OF ORDERS AND OF CONSENT**

4.1 These Consent Orders represent a mutual agreement between Respondents and the Commission to avoid the cost and uncertainty of contested administrative proceedings and potential litigation related to the Unpermitted Development, as that term is defined below. Respondents do not acknowledge any wrongdoing with respect to the allegations regarding the Unpermitted Development, and these Consent Orders shall not be construed to suggest or imply any such wrongdoing with respect to those allegations. Nonetheless, Respondents agree that the jurisdictional requirements for issuance and enforcement of these Consent Orders have been met, and agree to not contest the issuance or enforcement of these Consent Orders. Through the execution of Consent Cease and Desist Order CCC-18-CD-03 and Consent Restoration Order CCC-18-RO-02 (collectively referred to herein as "Consent Orders"), Respondents agree to comply with the terms and conditions of these Consent Orders. These Consent Orders order and authorize the removal, restoration, and mitigation activities, among other activities, outlined in these Consent Orders. Nothing in these Consent Orders conveys any right to development on the Properties other than the work expressly authorized by these Consent Orders. Any development subject to Coastal Act requirements that is not specifically authorized under these Consent Orders requires authorization or determination of exemption under the Coastal Act. Through the execution of these Consent Orders, Respondents agree to comply with these Consent Orders including the following terms and conditions. If there is disagreement between the Knipes and the Commission regarding any part of these Consent Orders or the enforcement of these Consent Orders, the Knipes and the Commission shall first meet and confer.

- 4.2 Respondents further agree to condition any contracts for work related to these Consent Orders upon an agreement that any and all employees, agents, and contractors, and any persons acting in concert with any of the foregoing, adhere to and comply with the terms and conditions set forth herein.

## 5.0 DEFINITIONS

- 5.1 "Consent Orders"  
Refers collectively to Coastal Commission Cease and Desist Order No. CCC-18-CD-03 and Restoration Order No. CCC-18-RO-02.

- 5.2 "Unpermitted Development"

Means all "development" as that term is defined in the Coastal Act (PRC section 30106) that has occurred on the Properties and required authorization pursuant to the Coastal Act, but for which no such authorization was obtained. This specifically includes, but is not necessarily limited to, the creation of the "upper" horseback riding arena (including associated fencing, sand fill, and structures within and surrounding the riding arena), horseback riding trails, a tack shed, tractor overhang, hay storage shed, and fences; major vegetation removal to expand the upper horseback riding arena, to create trails west of the upper arena, and to clear the "meadow" area southwest of the lower arena for horseback riding; any grading associated with the above, and any other development not predating the passage of the Coastal Act in 1976. A map indicating the general areas of the Unpermitted Development is attached as **Attachment 1** and incorporated herein by reference.

- 5.3 "Properties"

Means the properties that are the subject of these Consent Orders, which are: 1) the property located at 25575 Pioma Road, Calabasas, Los Angeles County, California, currently owned by Victor and Susan Knipe, and currently identified by the Los Angeles County Assessor's Office as Assessor's Parcel Nos. ("APNs") 4456-037-038, 4456-037-037, and 4456-037-010; and 2) the adjacent property, currently owned by the MRCA, identified as APN 4456-013-904.

- 5.4 "Restoration Area"

Means the area of the Properties that has been impacted by the Unpermitted Development, as detailed in Section 5.2, above, as well as any areas that may be impacted during the course of the removal and restoration activities required by these Consent Orders, in which the restoration and revegetation activities specified in Section 6.0, below, will occur. A map indicating the general Restoration Area is attached as **Attachment 2** and incorporated herein by reference.

- 5.5 "MRCA"

Means the Mountains Recreation and Conservation Authority.

## 6.0 RESTORATION PLAN

These Consent Orders require the preparation and implementation of a Removal Plan, Remedial Grading Plan, Temporary Erosion Control Plan, Revegetation Plan, and Monitoring Plan (hereinafter collectively referred to as "the Restoration Plan"), and Mitigation Plan, as described in Section 7.0. The Restoration Plan shall set forth the measures that Respondents shall undertake to remove the unpermitted items subject to these Consent Orders, and conduct, where necessary, remedial grading, installation of temporary erosion control measures, revegetation of the Restoration Area, and monitoring of the restoration area to ensure the success of restoration activities. The general Restoration Area is attached as **Attachment 2** and incorporated herein by reference.

#### 6.1 General Provisions

- A. Within **ninety (90) days** of the effective date of these Consent Orders, Respondents shall submit, for review and approval of the Executive Director, the Chief of Enforcement, the Deputy Chief of Enforcement, or Commission staff authorized to speak on behalf of those listed (hereinafter referred to as "the Executive Director"), the Restoration Plan.
- B. The Restoration Plan shall contain all of the following plan components of restoration described in detail below: 1) Temporary Erosion Control Plan; 2) Removal Plan; 3) Remedial Grading Plan; 4) Revegetation Plan; and 5) Monitoring Plan. The Restoration Plan shall outline all proposed removal activities, all proposed temporary erosion control measures to be implemented, all remedial grading activities, and all monitoring activities to address impacts caused by the Unpermitted Development or potential impacts caused by any activities undertaken through these Consent Orders.
- C. The Restoration Plan, and any reports prepared pursuant to the Restoration Plan or these Consent Orders, shall be prepared by a qualified restoration ecologist(s), resource specialist(s), and/or engineer(s) ("Specialist"). Within **thirty (30) days** of the effective date of these Consent Orders and prior to the submittal of the Restoration Plan, Respondents shall submit, for the Executive Director's review and approval, a description of the qualifications of the proposed Specialist, including a description of the Specialist's educational background, training, and experience related to the preparation and implementation of the Restoration Plan described herein. To meet the requirements to be a qualified Specialist for this project, one must have experience successfully completing restoration and revegetation (using southern California native plant species) of coastal sage scrub, oak woodland, riparian, and southern maritime chaparral habitats, in the Santa Monica Mountains region of Los Angeles County. In addition, to meet the requirements for a qualified engineer or other specialist that will prepare the removal, grading, and erosion plan, one must have experience successfully designing and implementing restorative grading, structure removal, and erosion control. If the Executive Director determines that the qualifications of the Specialist are not adequate to conduct the required restoration work, the Executive Director shall notify Respondents and, within 10 days of such notification, Respondents shall submit a different Specialist for the Executive Director's review and approval.
- D. The Restoration Plan shall include a survey map from a licensed surveyor, with

input from the restoration Specialist, drawn to scale, that shows the specific parameters, locations and extents of: 1) all applicable property boundaries; 2) the physical items placed or allowed to come to rest on the Properties as a result of Unpermitted Development that are to be removed under Section 6.3, below; 3) the areas of native vegetation removal resulting from the Unpermitted Development; 4) the current topography of all landscape features on the Properties; 5) the locations of all erosion control measures to be installed pursuant to Section 6.2, below; 6) any existing non-native and invasive plants that shall be removed pursuant to Section 6.5, below; 7) the locations of all species, individually delineated and labeled, to be planted pursuant to Section 6.5, below; and 8) the specific locations and directions from which photographs will be taken for the annual monitoring reports pursuant to 6.6.D.1, below.

E. The Restoration Plan shall provide that, prior to the initiation of any restoration or removal activities, the boundaries of the Restoration Area shall be physically delineated in the field, using temporary measures such as fencing, stakes, colored flags, or colored tape. The Restoration Plan shall further provide that all delineation materials shall be removed when no longer needed, and verification of such removal shall be provided in the annual monitoring report corresponding to the reporting period during which the removal occurred.

F. The Restoration Plan shall include a specific schedule/timeline of activities for each of the Restoration Plan components listed below from Sections 6.2 to 6.7, the procedures to be used, and identification of the parties who will be conducting the restoration activities. The schedule/timeline of activities in the Restoration Plan shall be in accordance with the deadlines in these Consent Orders, and shall be in accordance with the ideal planting seasons. To the extent the deadlines in these Consent Orders are inconsistent with ideal planting seasons, the Executive Director may extend any deadlines pursuant to Section 16, below.

G. The Restoration Plan shall describe, in detail, all equipment to be used. All tools utilized shall be hand tools unless the Specialist demonstrates to the satisfaction of the Executive Director that mechanized equipment is needed and will not impact resources protected under the Coastal Act, including but not limited to: geological stability, integrity of landforms, freedom from erosion, and the existing native vegetation. If mechanized equipment is proposed, the Restoration Plan shall provide for:

1. Limitations on the hours of operations for all equipment and a contingency plan that addresses at a minimum: 1) potential impacts from equipment use, including disturbance of areas where revegetation and/or mitigation will occur and the responses thereto; 2) potential spills of fuel or other hazardous releases that may result from the use of mechanized equipment and the responses thereto; and 3) any potential water quality impacts.
2. Designated areas for staging of any construction equipment and materials, including receptacles and temporary stockpiles of materials. All stock piles and construction materials shall be covered, enclosed on all sides, located as far away as possible from drain inlets and any waterway, and shall not be stored in contact with the soil. No demolition or construction materials, debris, or waste shall be placed or stored where it may enter

sensitive habitat, receiving waters or a storm drain, or be subject to wind or runoff erosion and dispersion.

3. Designated and confined areas for maintaining and washing machinery and equipment specifically designed to control runoff. Thinners or solvents shall not be discharged into sanitary or storm sewer systems. The discharge of hazardous materials into any receiving waters is prohibited.

- H. The Restoration Plan shall be provided to MRCA for comments, prior to submittal to the Executive Director.

6.2 Temporary Erosion Control Plan

- A. Respondents shall submit, as part of the Restoration Plan, a Temporary Erosion Control Plan, prepared by a qualified Specialist approved pursuant to Section 6.1.C, above, to stabilize the soil and prevent erosion, to address ground disturbance during any construction or restoration activities, and to stabilize the soil and prevent erosion during the establishment of any vegetation planted pursuant to Section 6.5, below.
- B. The Temporary Erosion Control Plan shall: 1) include a narrative report describing all temporary run-off and erosion control measures to be used during remedial grading/removal/restoration activities; 2) identify and delineate on a site or grading plan the location of all temporary erosion control measures; and 3) specify that the remedial grading, removal work, and construction of erosion control features shall take place only during the dry season (April 1 – November 1). If recommended by the Specialist, this period may be extended for a limited period of time pursuant to Section 14.0, below.
- C. The Temporary Erosion Control Plan shall indicate that all erosion control measures are required to be installed and fully functional on the Restoration Area prior to, or concurrent with, the initial removal activities required by these Consent Orders and maintained at all times of the year throughout the removal, remedial grading, revegetation, and monitoring process, to minimize erosion across the site and potential sedimentation of streams, drains, and/or culverts.
- D. The Temporary Erosion Control Plan shall indicate that all erosion control measures, including measures to encase filtering devices, shall be comprised of bio-degradable materials, and shall be designed to not entrap snakes, birds, and other animals. Any soil stabilizers shall be compatible with native plant recruitment and establishment. Soil stabilization methods shall not include the placement of retaining walls or other permanent structures, grout, geogrid, or similar materials.
- E. The Temporary Erosion Control Plan shall indicate that all erosion control measures are temporary and will be eliminated from the Restoration Area by Respondents once the native plant habitat is established. Verification of such removal shall be provided in the annual monitoring report for the reporting period during which the removal occurred.

F. The Temporary Erosion Control Plan shall include the following deadlines:

1. Within **ten (10) days** of approval of the Restoration Plan by the Executive Director, Respondents shall commence implementation of the Temporary Erosion Control Plan.
2. Within **fifteen (15) days** of commencing installation activities under the Temporary Erosion Control Plan, Respondents shall conclude installation.
3. Within **fifteen (15) days** of the completion of the installation of erosion control measures under the Temporary Erosion Control Plan, Respondents shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 6.7.B below. The Temporary Erosion Control Plan Report shall also show the devices installed, the type of devices installed, and document their impact, if any.

6.3 Removal Plan

- A. The Removal Plan shall include a description of the location and identity of, and proposed plan for the removal of, all physical items resulting from Unpermitted Development to be removed from the Properties, including all of the items specifically identified in Section 5.2.
- B. The Removal Plan shall identify the location of the site(s) for the off-site disposal of all materials removed from the Properties and all waste generated during restoration activities pursuant to these Consent Orders. If a disposal site is located in the Coastal Zone and is not an existing sanitary landfill, a CDP is required for such disposal. All hazardous waste must be disposed of at a suitable licensed disposal facility. Notwithstanding the foregoing, Respondents may keep any sand removed from the "upper" arena for purposes of placing the sand material in the existing footprint of the lower arena, consistent with any applicable requirements of the LCP or Coastal Act.
- C. The Removal Plan shall indicate that removal activities shall not disturb areas outside of the Restoration Area. The Removal Plan shall indicate that any areas in or outside of the Restoration Area disturbed by the removal activities under the Removal Plan shall be included in restoration activities under this Restoration Plan, including any further removal, temporary erosion control, regrading, and/or revegetation measures that are required to address the additional disturbance.
- D. The Removal Plan shall include the following deadlines:
  1. Within **fifteen (15) days** of approval of the Restoration Plan by the Executive Director, Respondents shall initiate removal of the physical items related to the Unpermitted Development.



2. Within thirty (30) days from the implementation of the Removal Plan, all removal activities shall be completed.
3. Within fifteen (15) days of the completion of the removal of all unpermitted items, Respondents shall submit evidence, for the Executive Director's review and approval, in the form of a narrative report as described in 6.7.B, below, showing that the removal has been completed pursuant to the approved Restoration Plan.

#### 6.4 Remedial Grading Plan

- A. Respondents shall submit, as part of the Restoration Plan, a Remedial Grading Plan prepared by a qualified Specialist approved pursuant to Section 6.1.C, above, that will describe all measures necessary to return the Properties to their pre-violation topography. If historic data or topographical maps are not available for this location, Respondents shall propose an approximation of the topography which existed prior to the Unpermitted Development based on undisturbed slopes in the area, for the review and approval of the Executive Director. If such approach is used, the Engineer shall submit in writing that the proposed approximation is the most accurate depiction of what the topography looked like prior to the occurrence of Unpermitted Development.
- B. The Remedial Grading Plan shall include sections showing original and finished grades, and a quantitative breakdown of grading amounts (cut/fill), drawn to scale with contours that clearly illustrate, as accurately as possible, the pre-violation and the current, unpermitted topography. The Remedial Grading Plan shall demonstrate how the proposed remedial grading will restore the Properties to their original, pre-violation topography. The Remedial Grading Plan shall identify the source and date of all data used to produce this information.
- C. The Remedial Grading Plan shall indicate that the proposed remedial grading will restore the original topography of the Properties, or the topography that is approved by the Executive Director if changes to the original topography are necessary to ensure a more successful restoration, to the condition that existed prior to any unpermitted disturbance and that will be sufficient to support restoration of southern maritime chaparral, oak woodland, riparian, coastal sage scrub, and other native habitat.
- D. If the Specialist determines that alterations to the original topography, or to any other aspect of the Properties from its pre-violation state, are necessary to ensure successful restoration of southern maritime chaparral, oak woodland, riparian, coastal sage scrub or other native habitat, the Remedial Grading Plan shall include this proposed topography or a description of the proposed changed aspects and the methods to be used to attain the modified outcome.
- E. Implementation of the Restorative Grading Plan shall be undertaken in a way that minimizes the impacts to the Restoration Area. Areas adjacent to the Restoration Area shall not be disturbed by activities related to remedial grading or any other activity required by these Consent Orders. Prior to initiation of any activities resulting in physical alteration of the Properties, the disturbance boundary shall be

physically delineated in the field using temporary measures identified in Section 6.1.E, above.

- F. The Remedial Grading Plan shall include the following deadlines:
1. Within fifteen (15) days of the completing implementation of the Removal Plan, Respondents shall begin implementation of the Remedial Grading Plan. The Remedial Grading Plan will also include any Reference Sites, as that term is defined below, case studies, or other data that was used in the analysis; and, if applicable, provide reasons for altering the topography from the original contours or changing any other aspect of the pre-violation topography conditions of the Properties.
  2. Within thirty (30) days of commencing implementation of the remedial grading activities, Respondents shall complete implementation of the Remedial Grading Plan.
  3. Within fifteen (15) days of the completion of the Remedial Grading Plan, Respondents shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 6.7.B, below, showing that the remedial grading has been completed pursuant to the approved Restoration Plan.

#### 6.5 Revegetation Plan

- A. Respondents shall submit, as part of the Restoration Plan, a Revegetation Plan prepared by a qualified Specialist approved pursuant to Section 6.1.C, above, that will describe the measures necessary to revegetate the Restoration Area such that the Restoration Area has a similar plant density, total cover and species composition as that typical of undisturbed native southern maritime chaparral, oak woodland, riparian, coastal sage scrub vegetation (or other native habitat found in the Reference Site, pursuant to Section 6.5.C) in the surrounding area.
- B. The Revegetation Plan shall include a detailed description of the methods that shall be utilized to restore the Restoration Area to the condition that existed prior to the Unpermitted Development occurring. The Revegetation Plan shall include detailed descriptions, including graphic representations, narrative reports, and photographic evidence, as necessary. The Revegetation Plan shall demonstrate that the Restoration Area will be revegetated using plant species endemic to and appropriate for the subject site.
- C. The Revegetation Plan shall identify the natural habitat type that is the model for the restoration and describe the desired relative abundance of particular species in each vegetation layer. This section shall explicitly lay out the restoration goals and objectives for the revegetation based on that model. The Revegetation Plan shall be based on a reference site or sites, which will be used as a model or goal for restoration. The reference site(s) shall be undisturbed and may be located on-site or, if such a site is not present, in the general vicinity of the Properties, and shall include southern maritime chaparral, oak woodland, riparian, coastal sage scrub habitats ("Reference Site"). The Revegetation Plan shall include a detailed description of Reference Site(s), including rationale for selection, location, and

species compositions, distributions, and densities. The Reference Site(s) shall be located as close as possible to the Restoration Area, shall be similar in all relevant respects, and shall serve as the standard for measuring success of restoration activities under these Consent Orders.

1. Based on these goals and the composition of the Reference Site(s), the Revegetation Plan shall list the species to be planted, including other native species that may be utilized alongside southern maritime chaparral, oak woodland, riparian, coastal sage scrub habitat endemic to and appropriate for the Restoration Area. The plan shall identify, describe, and provide a rationale for the species that are to be planted (plant "palette"), as well as their size and number, the number of container plants, and the rate and method of seed application.
  2. The Revegetation Plan shall indicate that plant propagules and seeds must come from local, native stock of the Santa Monica Mountains. If plants, cuttings, or seeds are obtained from a nursery, the nursery must certify that they are of local origin (Santa Monica Mountains) and are not cultivars. The Revegetation Plan shall provide specifications for preparation of nursery stock. Technical details of planting methods (e.g. spacing, micorrhyzal inoculation, etc.) shall be included. Respondents shall not employ non-native plant species, which could supplant native plant species in the Restoration Area.
- D. The Revegetation Plan shall include a map showing the type, size, and location of all plant materials that will be planted in the Restoration Area; the location of all non-native plants to be removed from the Restoration Area; the topography of all other landscape features on the site; and the location of photographs of the Restoration Areas that will provide reliable photographic evidence for annual monitoring reports, as described in Section 6.6.D.1, below.
- E. The Revegetation Plan shall include a schedule for installation of plants, removal of non-native plants, and completion of revegetation on the Properties prepared by the Specialist.
1. The revegetation schedule shall include specific time periods and deadlines, including identifiable interim goals, for planting, other revegetation activities, and additional non-native species removal work spread out over the time period established in this section.
- F. The Revegetation Plan shall include a detailed explanation of the performance standards that will be utilized to determine the success of the restoration. The performance standards shall identify that 'x' native species appropriate to the habitat should be present, each with at least 'y' percent cover or with a density of at least 'z' individuals per square meter. The description of restoration success shall be described in sufficient detail to enable an independent specialist to duplicate it.

These Consent Orders do not require revegetation to occur within the Passive Revegetation Area, defined as a trail located within the part of the "meadow" retained by the Knipes, located to the southwest of the lower horseback riding arena, with the exception of: (1) installation of container plants and/or dispersal of native seeds in areas that consist of bare soil and are not vegetated; and (2) installation of container plants and/or dispersal of native seeds where necessary to ensure the Passive Revegetation Area will meet the performance standards established pursuant specific to the Passive Restoration Area within the corresponding monitoring period. The performance standards may allow for a greater abundance of low-stature, hardy native species to account for pedestrian and equestrian use of a trail through this area. Further, the property owner shall not be prohibited from pedestrian or equestrian uses of this trail during or after the Restoration. In all other areas of the meadow outside the trail, including the part of the meadow to be transferred to MRCA, the performance standards shall require that the vegetation will consist of native species found in coastal sage scrub, chaparral, or oak woodland habitats and that occur within the surrounding habitats. The methods used to determine whether the restoration meets the performance standards shall be described in sufficient detail to enable an independent specialist to duplicate it.

- G. The Revegetation Plan shall demonstrate that all non-native vegetation within the Restoration Area will be eradicated prior to any revegetation activities on the Properties, excepting any trees determined to be necessary for slope stabilization, and excepting any trees providing shade to the horse corrals that will be phased out pursuant to Section 17.2, below. In addition, the Revegetation Plan shall specify that non-native vegetation removal shall occur year round, including on a monthly basis during the rainy season (November through April) for the duration of the Monitoring period.
- H. The Revegetation Plan shall describe the proposed use of artificial inputs, such as irrigation, fertilizer or herbicides, including the full range of amounts of the inputs that may be utilized. The minimum amount necessary to support the establishment of the plantings for successful restoration shall be utilized.
1. No permanent irrigation system is allowed in the Restoration Area. A temporary above-ground irrigation to provide for the establishment of plantings is allowed for a maximum of three (3) years or until the revegetation has become established, whichever comes first.
  2. If, after the three (3) year time limit, the vegetation planted pursuant to the Revegetation Plan has not become established, the Executive Director may, upon receipt of a written request from Respondents, allow for the continued use of the temporary irrigation system. The written request shall outline the need for and duration of the proposed extension.

I. Deadlines

The Revegetation Plan shall include the following deadlines:

1. Within 90 days of approval of the Restoration Plan by the Executive Director, Respondents shall commence initial phases of revegetation activities by implementing the Revegetation Plan. The schedule/timeline of activities in the Restoration Plan shall be in accordance with the deadlines in these Consent Orders, and shall be in accordance with the ideal planting seasons. If it is determined by the Specialist that the timing of planting must be changed to ensure successful restoration, the Executive Director may, at the written request of Respondents, extend the deadlines as set forth in Section 14.0 of these Consent Orders in order to achieve optimal growth of the vegetation.

2. Within 30 days of commencing implementation of activities under the Revegetation Plan, Respondents shall complete implementation of all planting activities under the Revegetation Plan.

3. Within 15 days of the completion of all revegetation activities, Respondents shall submit evidence, for the Executive Director's review and approval, in the form of a narrative report as described in Section 6.6.D, below, demonstrating that the revegetation has been completed pursuant to these Consent Orders and the approved Restoration Plan.

4. If the Specialist recommends planting to occur at a certain time of year beyond deadlines set forth herein to benefit from natural rainfall and avoid the need to plant during the dry summer months, the Executive Director may, at the written request of Respondents, extend the deadlines as set forth in Section 14.0 of these Consent Orders in order to achieve optimal growth of the vegetation.

#### 6.6 Monitoring Plan

- A. Respondents shall submit, as part of the Restoration Plan, a Monitoring Plan prepared by a qualified Specialist approved pursuant to Section 6.1.C, above that will provide for monitoring the Restoration Area over a period of, at a minimum, five (5) years from the completion and full implementation of the Revegetation Plan to ensure successful restoration.
- B. The Monitoring Plan will describe the monitoring and maintenance methodology, including sampling procedures, sampling frequency, and contingency plans to address potential problems with restoration activities or unsuccessful restoration of the Properties.
- C. The Monitoring Plan shall specify that the Specialist shall conduct at least four (4) site visits annually for the duration of the monitoring period, for the purposes of inspecting and maintaining: all erosion control measures; non-native species eradication; trash and debris removal; the health and abundance of existing vegetation and/or vegetation planted pursuant to these Consent Orders; and any other activities undertaken through the Restoration Plan.

- D. Respondents shall submit, on an annual basis and during the same one-month period of each year (no later than December 31<sup>st</sup> of the first year), for five (5) years starting from the completion of the revegetation phase of the Restoration Plan, a written report, for the review and approval of the Executive Director, prepared by the Specialist, evaluating compliance with the Restoration Plan.
1. These reports shall include photographs taken during the periodic site inspections at the same time of year indicating the progress of recovery in the Restoration Area. The photographs will be taken from the same pre-designated locations (as identified on the map submitted pursuant to 6.1.D, above). The locations from which the photographs are taken shall not change over the course of the monitoring period unless the Specialist requests changes that are approved by the Executive Director.
- E. If periodic inspections or the monitoring reports indicate that the restoration project or a portion thereof is not in conformance with the Restoration Plan or these Consent Orders, or is failing to meet the goals and/or performance standards specified in the Restoration Plan, Respondents shall submit a revised or supplemental Restoration Plan ("Revised Restoration Plan") for review and approval of the Executive Director.
1. The Revised Restoration Plan shall be prepared by a qualified Specialist, approved by the Executive Director pursuant to Section 6.1.C, above, and shall specify measures to correct those portions of the restoration that have failed or are not in conformance with the original, approved Restoration Plan or these Consent Orders. The Executive Director will then determine whether the Revised Restoration Plan must be processed as a modification of these Consent Orders or a new Restoration Order.
  2. After the Revised Restoration Plan has been approved, these measures, and any subsequent measures necessary to carry out the original, approved Restoration Plan, shall be undertaken by Respondents until the goals of the original, approved Restoration Plan have been met to the satisfaction of the Executive Director. Following completion of the Revised Restoration Plan's implementation, the duration of the monitoring period shall be extended for at least a period of time equal to that during which the project remained out of compliance, but in no case less than two (2) annual reporting periods.
- F. At the end of the five (5) year monitoring period, or any other monitoring duration required by a Revised Restoration Plan, Respondents shall submit for the review and approval of the Executive Director a final, detailed report prepared by the Specialist that documents the successful restoration of the Properties.
1. If the Executive Director determines from this final report that the restoration has in part, or in whole, been unsuccessful, based on the

requirements of the approved Restoration Plan, Respondents shall submit a Revised Restoration Plan, in accordance with the requirements of these Consent Orders, and the monitoring program shall be revised accordingly.

#### 6.7 Implementation and Completion of Restoration Plan

- A. Upon approval of the Restoration Plan (including the Temporary Erosion Control, Removal, Remedial Grading, Revegetation, and Monitoring plan components) by the Executive Director, Respondents shall fully implement each phase of the Restoration Plan consistent with all of its terms and the terms set forth herein. Respondents shall complete all work described in the Restoration Plan no later than 160 days after the Restoration Plan is approved. If Section 6.6.F.1, above, requires Respondents to complete a Revised Restoration Plan, Respondents shall also implement the approved version of that Revised Restoration Plan and complete that work within 90 days of approval of that plan.
- B. Within fifteen (15) days of the completion of all the work described within each component of the Restoration Plan - the Temporary Erosion Control, Removal, Remedial Grading, and Revegetation Plan, Respondents shall submit a written report, prepared by the specific Specialist overseeing each specific element as listed above, for the review and approval of the Executive Director, documenting all restoration work performed on the Properties pursuant to the Restoration Plan. This report shall include a summary of dates when work was performed and photographs taken from the pre-designated locations documenting implementation of the respective components of the Restoration Plan, as well as photographs of the Properties before the work commenced and after completion.

#### 7.0 **MITIGATION PLAN**

- A. Within 90 days of the effective date of these Consent Orders, Respondents shall submit, for review and approval of the Executive Director, a plan to mitigate for the temporal loss of native habitat on the Properties caused by the Unpermitted Development ("Mitigation Plan"). The Mitigation Plan shall be prepared and implemented consistent with all the terms of the Restoration Plan.
- B. The Mitigation Plan shall contain a map overlain with the dimensions of the area impacted by the Unpermitted Development and the dimensions of each proposed area of mitigation. Respondents shall additionally provide the aerial extent of each element calculated in square footage.
  - 1. The Mitigation Plan shall provide site and resource-specific mitigation for each distinct area of disturbance. The general location of the Mitigation Areas is attached as **Attachment 3** and incorporated herein by reference.
  - 2. If any of the Mitigation Areas cannot be mitigated as a result



of permission being denied by the owner of that property (i.e., MRCA), Respondents may substitute an area on their parcels or off-site containing approximately equal square footage. In such event, should Respondents demonstrate to the satisfaction of the Executive Director that there are not sufficient areas on the Properties, excluding the Restoration Area, that are in need of re-establishment of native vegetation and could thus serve as mitigation areas, Respondents shall propose that the balance of the required square footage of mitigation be established in areas upon public lands within the Santa Monica Mountains. In the event that offsite mitigation is necessary, Respondents shall obtain consent and will provide, as part of the submittal required in Section 7.0.A, written documentation from the property owner of the offsite mitigation site that Respondent, and other parties including the Executive Director, have permission to access and perform restoration activities on the offsite mitigation site, as set forth in these Consent Orders.

- C. Respondents shall begin implementation of the Mitigation Plan within 30 days of approval of the Mitigation Plan by the Executive Director, and shall complete all elements of the Mitigation Plan based upon the deadlines provided in the Mitigation Plan, but in any case no later than 90 days from the approval of the Mitigation Plan by the Executive Director.
- D. The Mitigation Plan shall indicate that mitigation activities carried out shall be consistent with the requirements of the Revegetation Plan, including, but not limited to, requirements regarding type, composition, and location of planting, and monitoring.

#### **ADDITIONAL PROVISIONS COMMON TO BOTH ORDERS**

##### **8.0 SUBMITTAL OF DOCUMENTS**

All documents submitted to the Commission pursuant to these Consent Orders must be sent to:

California Coastal Commission  
Attn: Rob Modellmog  
45 Fremont St, Suite 2000  
San Francisco, CA 94105

With a copy sent to:  
California Coastal Commission  
Attn: Andrew Willis  
200 OceanGate, 10<sup>th</sup> Floor  
Long Beach, CA 90802

##### **9.0 SITE ACCESS**

- 9.1 Respondents shall provide access to the Properties to Commission staff and any agency having jurisdiction over the work being performed under these Consent Orders. Commission and other relevant agency staff may enter and move freely about the following areas: (1) the portions of the Properties on which the violations are located, (2) any areas where work is to be performed pursuant to the Consent Orders, (3) adjacent areas of the Properties and any other area in order to view locations where work is being performed pursuant to the requirements of the Consent Orders, and (4) any other areas where evidence of compliance with the Consent Orders may lie for purposes including,



but not limited to, inspecting records, operating logs, and contracts relating to the property and overseeing, inspecting, documenting (including by photograph and the like), and reviewing the progress of Respondents in carrying out the terms of these Consent Orders. Nothing in these Consent Orders is intended to limit in any way the right of entry or inspection that any agency may otherwise have by any law.

- 9.2 Respondents shall give notice to and coordinate with the MRCA regarding the schedule and activities of the Restoration Plan. Within fifteen (15) days of the effective date of these Consent Orders, Respondents shall provide to the Executive Director written confirmation providing documentation that Respondents and other parties, including the Executive Director, have permission to access and perform restoration activities as set forth in these Consent Orders on the part of the MRCA Property (APN 4456-013-904 and areas of the parcels now referred to as APN 4456-037-037 and APN 4456-037-010 that will be transferred to MRCA pursuant to these Orders) onto which the Restoration Area extends. Respondents shall forward the MRCA's written response to the Executive Director within five (5) days of their receipt thereof. If at any point prior to Respondents' completion of the obligations set forth in these Consent Orders, Respondents are denied permission to access or perform restoration activities in any part of the Restoration Area on MRCA's property, the obligation to resolve the violations described in these Consent Orders shall remain in effect, Respondents shall notify the Executive Director, and Respondents shall utilize all efforts in a timely fashion to re-secure permission to access and complete restoration work upon the Properties. If, after reasonable attempts have failed to re-secure such permission, Respondents shall find a suitable area of equal square footage on their own parcels or off-site to restore instead.

## **10.0 EFFECTIVE DATE AND TERMS OF THESE CONSENT ORDERS**

The effective date of these Consent Orders is the date the Commission votes to approve these Consent Orders. These Consent Orders shall remain in effect permanently unless and until rescinded by the Commission.

## **11.0 FINDINGS**

These Consent Orders are issued on the basis of the findings adopted by the Commission, as set forth in the document entitled "Staff Report and Findings for Consent Cease and Desist Order No. CCC-18-CD-03 and Consent Restoration Order No. CCC-18-RO-02." The Commission has authorized the activities required under these Consent Orders and has determined them to be consistent with the resource protection policies set forth in Chapter 3 of the Coastal Act, if carried out in compliance with the terms of these Consent Orders.

## **12.0 COMMISSION JURISDICTION**

The Commission has jurisdiction over resolution of the Coastal Act violations on

the Properties pursuant to PRC sections 30810 and 30811. In light of the desire of the parties to settle these matters, Respondents agree to not, and shall not, contest the Commission's jurisdiction to issue or enforce these Consent Orders at a public hearing or any other proceeding by or before the Commission, any other governmental agency, any administrative tribunal, or a court of law.

### **13.0 REVISIONS OF DELIVERABLES**

The Executive Director may require revisions to deliverables required under these Consent Orders, and the Respondents shall revise any such deliverables consistent with the Executive Director's specifications, and resubmit them for further review and approval within the time frame specified by the Executive Director.

### **14.0 MODIFICATION OF DEADLINES**

Prior to the expiration of any given deadline established by these Consent Orders, Respondents may request from the Executive Director an extension of any such unexpired deadline. Such a request shall be made in writing **ten (10) days** in advance of the deadline, and directed to the Executive Director of the Commission, care of Rob Modellmog, at the San Francisco address identified in Section 8.0, above. The Executive Director may grant an extension of deadlines upon a showing of good cause if the Executive Director determines that Respondents have diligently worked to comply with their obligations under these Consent Orders but (1) cannot meet deadlines due to unforeseen circumstances beyond their control, including the potential for time required for other government agencies to process a complete application submitted by Respondents; or (2) the Executive Director determines that the deadlines should be extended to benefit the success of the obligations under the Consent Orders from an ecological or biological perspective. A violation of deadlines established pursuant to these Consent Orders will result in stipulated penalties, as provided for in Section 18.0, below.

### **15.0 RESOLUTION OF MATTER VIA SETTLEMENT**

Respondents filed two Statements of Defense (dated August 20, 2004 and March 2, 2005), pursuant to Sections 13181 and 13191 of Title 14 of the California Code of Regulations ("14 CCR"). But, in consideration of the foregoing, Respondents have agreed to withdraw those Statements of Defense and have agreed not to contest the legal and factual bases for, the terms of, or the issuance of these Consent Orders, including the allegations of Coastal Act violations contained in the Notice of Intent to Commence Cease and Desist and Restoration Order Proceedings dated March 4, 2010. Specifically, Respondents have agreed not to, and shall not, contest the issuance or enforcement of these Consent Orders at a public hearing or any other proceeding.

### **16.0 SETTLEMENT VIA CONSENT ORDERS**

In light of the desire to settle this matter via these Consent Orders and avoid litigation, pursuant to the agreement of the parties as set forth in these Consent Orders, Respondents hereby agree not to seek a stay pursuant to PRC section 30803(b) or to challenge the issuance and enforceability of these Consent Orders in a court of law or equity.

## 17.0 SETTLEMENT OBLIGATION

17.1 In light of the intent of the parties to resolve these matters in settlement, and in lieu of a monetary settlement payment, Respondents agree to the following:

### 17.2 Mitigation Activities

- a. Within 90 days of the effective date of these Consent Orders, Respondents shall submit a Mitigation Plan for the review and approval of the Executive Director. The Mitigation Plan shall provide for the removal of the non-native, invasive Pepper trees, African sumac, Acacia, and Myoporum, and replacement with native trees on a 1:1 basis; excepting certain trees on slopes that are determined to be necessary for slope stabilization, and also excepting certain trees adjacent to the horse corrals which provide substantial shade to the corralled horses; the trees that are determined to provide substantial shade to the horse corrals will instead be phased out by planting native trees near to them (but not necessarily on a 1:1 basis) and; using their best efforts, phase out the non-native trees when the native trees provide similar shade; and also excepting other non-native trees such as Eucalyptus and Italian Cypress, but nothing in these Orders shall prohibit Respondents from removing those trees if they choose to do so. The elements of the Mitigation Plan shall be implemented according to the same requirements of the Restoration Plan detailed in Section 6.
- b. Within 90 days of the effective date of these Consent Orders, Respondents shall submit a Livestock Waste Management Plan (LWMP) for the review and approval of the Executive Director, for that covers the lower arena, horse corrals, any wash racks, and any other equestrian facilities.
  1. The LWMP shall demonstrate the following:
  2. Livestock containment facilities shall not discharge sedimentation or polluted runoff onto any adjoining parcel, or into any drainage course.
  3. Manure, waste, oils, chemicals, fertilizers, and other such materials shall be stored in a sealed area, inside a structure, or in a covered container with an impervious bottom surface, and shall be stored at least 100 feet away from any drainage course.
  4. Filter strips, natural vegetation, gravel, sand, or other similar materials shall be used along the periphery of corrals, pens, livestock showers, and waste containment areas to absorb and treat runoff from livestock facilities.
  5. The livestock waste management plan shall include management practices describing the collection, storage, and disposal of livestock wastes, including manure and bedding. Such wastes shall be collected and stored onsite in a covered and contained facility.
  6. Manure shall be cleaned from stalls and paddocks on a daily basis.
  7. Livestock wastes may be disposed of offsite in a manner and

location prescribed in the approved plan, or composted using standard, contained composting practices.

8. If manure and other livestock waste are composted on-site, the compost pile shall be contained in a bin or box, preferably one that can be covered. Half of the compost pile shall consist of nitrogen producing material, such as manure, food scraps or other green material. The other half of the pile shall be composed of brown material, including dry grasses and leaves.

The elements of the LWMP shall be implemented according to the same requirements of the Restoration Plan detailed in Section 6, and shall be implemented within two years of the effective date of these Consent Orders.

- c. Within 90 days of the effective date of these Consent Orders, Respondents shall submit, for the review and approval of the Executive Director, a Mitigation Plan to restore the following mitigation areas:
  - (i) The cleared area on the northern side of the Knipes' main access road, on the western end of MRCA's APN 4456-013-904.
  - (ii) The cleared area near the Piuma road-side entrance to the Knipes' parcel bearing APN 4456-037-010, pursuant to the same standards as the Passive Revegetation Area, including: (1) installation of container plants and/or dispersal of native seeds in areas that consist of bare soil and are not vegetated and (2) installation of container plants and/or dispersal of native seeds where necessary to ensure that the Passive Revegetation Area the performance standards established for this particular area within the corresponding monitoring period. The performance standards may allow for a greater abundance of low-stature, hardy native species to account for use of a trail through this area.
  - (iii) The cleared area along the fire road, across from the water tanks, on APN 4456-037-037.
  - (iv) The area including the koi pond and small patio on APN 4456-037-038. In the Mitigation Plan for this area, Respondents shall address any necessary long term erosion control measures for this area that may be required after removal and restoration of this area occurs.
  - (v) The area northeast and adjacent to the residence driveway on APN 4456-037-037 that is currently used to store equestrian and ranch equipment.

A map of the general location of the Mitigation Areas is attached as **Attachment 3** and incorporated herein by reference. The removal and restoration activities performed pursuant to the Mitigation Plan shall be

subject to the same requirements and deadlines as the Removal Plan and Restoration Plan, unless otherwise stated above.

### 17.3 Recording Deed Restrictions for Habitat Conservation and Open Space

Respondents shall record deed restrictions over the entirety of the two existing parcels (i.e., prior to adjustment pursuant to section 17.4 below) currently designated as APN 4456-037-037 and APN 4456-037-010, including the areas of those two lots that are to be added to APN 4456-037-038 pursuant to the lot line adjustment described in section 17.4, as generally depicted in **Attachment 4** (the "Conservation Areas"); to protect the property for, and limit its uses to, open space and habitat conservation. The deed restrictions shall be in a form and content approved by the Executive Director, and consistent with standard Commission practice, as follows:

a. Deed Restriction One (as shown on **Attachment 4**) shall be defined as the area within the Conservation Areas that is now part of APN 4456-037-037, and shall: (a) prohibit any development, as that term is defined in PRC Section 30106, with limited exceptions, as indicated below, within the area; and (b) conserve the area as open space in perpetuity. Deed Restriction One shall include the following exceptions to the development prohibition in order to allow the following: (i) restoration and mitigation activities, (ii) public trail construction, (iii) the maintenance and retention of the existing water tanks and related appurtenances thereto, in their same location and footprint, (iv) the dirt main access road, and (iv) the dirt fire road. Although the existing dirt fire and main access roads may be maintained, they may not be paved or expanded. The location and footprint of the main road and the fire road shall be illustrated in the surveyor exhibit(s) to be attached to the deed restrictions described in paragraph 2 below. In addition, nothing in Deed Restriction One shall prohibit the owners of the parcel currently designated as APN 4456-037-038 (or the expanded form thereof created by the lot line adjustments described in section 17.4, below) from seeking authority from the Commission and local authorities: (i) to remove vegetation consistent with L.A. County fire regulations and the LCP or (ii) to install horse facilities in the residence's gravel driveway area, generally depicted on **Attachment 5**, if, in each case, consistent with the Coastal Act and the LCP.

b. Deed Restriction Two (as shown on **Attachment 4**) shall be defined as the area within the Conservation Areas now part of APN 4456-037-010, and shall: (a) prohibit any development, as that term is defined in PRC Section 30106, with limited exceptions, as indicated below, within the area; and (b) conserve the area as open space in perpetuity. Deed Restriction Two shall include the following exceptions to the development prohibition in order to allow the following: (i) restoration and mitigation activities, (ii) public trail construction, and (iii) public access amenities. In addition, nothing in Deed Restriction Two shall prohibit the owners of the parcel currently designated as APN 4456-037-038 (or the expanded form thereof created by the lot line adjustments

described in section 17.4, below) from seeking authority from the Commission and local authorities to remove vegetation consistent with L.A. County fire regulations, the Coastal Act, and the LCP.

c. Prior to recordation of these deed restrictions, Respondents shall provide Commission staff with any information requested to help in the preparation of the deed restrictions, including formal metes and bounds legal descriptions and corresponding graphic depictions prepared by a licensed surveyor of the deed restricted portion of this property, as well as current (within the prior 30 days) Preliminary Reports issued by a licensed title insurance company.

d. The deed restrictions must be recorded against the entire legal parcels within 60 days of receipt of the deed restrictions approved in writing by the Executive Director.

e. The deed restrictions must be recorded free of all prior liens and encumbrances that the Executive Director determines would affect the interest being conveyed. Following recordation of the deed restrictions, Respondents must provide evidence, including Certified copies of the recorded deed restrictions obtained from the Los Angeles County Recorder's Office, for the review and approval of the Executive Director, as well as updated Preliminary Reports dated after the date of recordation, reflecting the deed restrictions running in the chain of title for the subject property and recorded free of prior liens and encumbrances.

f. The obligations in this section 17.3 will run with the land and bind any entity that comes to own APN 4456-037-037, APN 4456-037-010, and/or APN 4456-037-038 (either in their current forms or as modified pursuant to section 17.4.a, below), as well as any owner of any new parcels formed in these areas prior to completion of this obligation.

#### 17.4 Lot Line Adjustments and Land Conveyance

- a. After completing the requirements of section 17.3, but prior to the grants of fee title described below, Respondents shall submit to the Executive Director, for review and approval, documentation they propose to submit to the County of Los Angeles: (a) to adjust the lot line(s) between APN 4456-037-038 and APN 4465-037-037, and (b) to adjust the lot line(s) between APN 4456-037-010 and APN 4456-037-038, according to **Attachment 6**, in order to expand APN 4456-037-038 to maintain the privacy of Respondents in the areas adjacent to their residence. The documentation to be recorded in connection with the lot line adjustment shall include a metes and bounds legal description and corresponding graphic depiction of each of the parcels affected by the lot line adjustment. These Consent Orders order and authorize these lot line adjustments, once approved by the Executive Director, and after the requirements in section 17.3 have been completed, in order to facilitate the transfer of two of the three resulting parcels to MRCA, as indicated in the next paragraph, for the protection of habitat and open space.

- b. Within 9 months of the issuance of these Consent Orders, but only after completing the requirements of section 17.3, Respondents shall effectuate the transfers to MRCA, via grant deeds, of fee title to both: (a) the approximately 17-acre property owned by the Knipes (APN 4456-037-037), as modified pursuant to paragraph a of this section 19.4; and (b) the approximately 6-acre property owned by the Knipes (APN 4456-037-010), as modified pursuant to paragraph a, (together, "the Dedication Parcels"). The grant deeds shall convey the Dedication Parcels at no cost or expense to MRCA, and subject to the deed restrictions described in section 17.3 to protect the habitat and open space on those lots, as well as the portions of those lots that would be combined with APN 4456-037-038, as stated in Section 17.3, and shall include MRCA's acceptance thereof. Such grant deeds shall be in a form and content approved by the Executive Director, and after they are approved by the Executive Director and executed by Respondents and MRCA (evidencing MRCA's consent to the transfer and acceptance of the property), the grant deeds shall be recorded in the County Recorder's Office for Los Angeles County. Within 7 days of such recordation, Respondents shall confirm via Preliminary Reports, dated after the date of recordation, from a licensed title insurance company that the grant deeds have been recorded and that MRCA is the record owner. This obligation will run with the land and bind any entity that comes to own APN 4456-037-037 and/or APN 4456-037-010 (either in their current forms or as modified) prior to completion of this obligation.

Any delays by LA County in processing these actions shall be considered good cause to extend the six month deadline pursuant to section 14 of these Consent Orders, and the granting of such an extension under section 14 shall not be withheld.

- c. The grants of fee title shall be recorded free of prior liens and encumbrances that the Executive Director determines may adversely affect the interests being conveyed, except for a 15 foot wide easement (**Easement 1 on Attachment 7**) (that may be recorded prior to the transfer of the property) allowing the owner of APN 4456-037-038 to access the dirt fire road, ingress and egress over that fire road, and access to the water tanks, and to perform any brush clearance required by County fire regulations on APN 4456-037-037, on the condition that the portions of the fire road and main access road on APN 4456-037 not be widened or paved. Any other liens or encumbrances that the Executive Director determines may adversely affect the interest being conveyed shall be extinguished or subordinated prior to or simultaneously with the recordation of the grant deeds. Respondents shall work with MRCA to draft the easement referenced in this paragraph, and it shall be submitted to the Executive Director for review and approval before it is recorded.
- d. Within 30 days of recording the grant deeds, Respondents shall submit to the Executive Director a copy thereof certified by the County Recorder's Office as the version that was recorded and a preliminary report issued by a licensed title insurance company with an effective date that is after the date the grant deeds recorded, demonstrating that MRCA is the



record owner of the Dedication Parcels and that MRCA's title is in first priority position with respect to any remaining liens or encumbrances that the Executive Director determined could adversely affect the interest being conveyed.

- e. Within 6 months of the issuance of these Consent Orders, but only after completing the requirements of section 17.3, Respondents shall also, at their cost and expense, convey and record easements to MRCA over the portions of road on Respondents' property described in this paragraph and for the purposes described in this paragraph. Respondents shall give MRCA an easement over the portion of road on the southern edge of APN 4456-037-038 as well as over the area of road on what is now APN 4456-037-037 that is to be retained by the Knipes, generally depicted as **Easement 2 on Attachment 7** for access to MRCA's property by MRCA staff for the purpose of overseeing its property. Such easement will not include a right of public access. Respondents shall also give MRCA an easement over the portion of road north of the lower arena generally depicted as **Easement 3 on Attachment 7**, or any future access road leading westward to Piuma Road, solely for pass and repass in cases of fire or other emergency. The easements shall be in form and content approved by the Executive Director and, once recorded, Respondents shall provide Recorder-certified copies thereof and a title company issued preliminary report showing the easements as encumbrances against the Respondent's property.

## **18.0 COMPLIANCE OBLIGATION**

Strict compliance with these Consent Orders by all parties subject hereto is required. Failure to comply with any term or condition of these Consent Orders, including any deadline contained in these Consent Orders, unless the Executive Director grants an extension under Section 14.0, will constitute a violation of these Consent Orders and shall result in Respondents being liable for stipulated penalties in the amount of \$600 per day per violation. Respondents shall pay stipulated penalties within 10 days of receipt of written demand from the Executive Director regardless of whether Respondents subsequently comply. If Respondents violate these Consent Orders, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the Commission to seek any other remedies available, including the imposition of civil penalties and other remedies pursuant to PRC Sections 30820, 30821.6, and 30822, as a result of the lack of compliance with these Consent Orders and for the underlying Coastal Act violations as described herein.

## **19.0 SETTLEMENT OF CLAIMS**

The Commission and Respondents agree that these Consent Orders settle the Commission's monetary claims for relief from Respondents for the violations of the Coastal Act specified in Section 5.2 above occurring prior to the date of these Consent Orders, (specifically including claims for civil penalties, fines, or damages under the Coastal Act, including under PRC Sections 30805, 30820, and 30822), provided that the Restoration Plan and Mitigation Plan discussed in Section 6.0 and 7.0, respectively, are fully implemented and the obligations in Section 17.0 are fully



satisfied, and with the exception that, if Respondents fail to comply with any term or condition of these Consent Orders, the Commission may seek monetary or other claims for both the underlying violations of the Coastal Act and for the violation of these Consent Orders. In addition, these Consent Orders do not limit the Commission from taking enforcement action due to Coastal Act violations at the Properties or elsewhere, other than those specified herein.

## **20.0 NO LIMITATION OF AUTHORITY**

- 20.1 Except as expressly provided herein, nothing in these Consent Orders shall limit or restrict the exercise of the Commission's enforcement authority pursuant to Chapter 9 of the Coastal Act (PRC Sections 30800 to 30824), including the authority to require and enforce compliance with the Consent Orders and the authority to take enforcement action regarding Coastal Act violations beyond those that are specified in Section 5.2, above. Failure to enforce any provision of these Consent Orders shall not serve as a waiver of the ability to enforce those provisions or any others at a later time.
- 20.2 Correspondingly, Respondents have entered into these Consent Orders and agreed not to contest the factual and legal bases for issuance of these Consent Orders, and the enforcement thereof according to its terms. Respondents have agreed not to, and shall not, contest the Commission's jurisdiction to issue and enforce these Consent Orders.

## **21.0 SEVERABILITY**

Should any provision of these Consent Orders be found invalid, void or unenforceable, such illegality or unenforceability shall not invalidate the whole, but these Consent Orders shall be construed as if the provision(s) containing the illegal or unenforceable part were not a part hereof.

## **22.0 GOVERNMENT LIABILITIES**

Neither the State of California, the Commission, nor its employees shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondents in carrying out activities pursuant to these Consent Orders, nor shall the State of California, the Commission or its employees be held as a party to any contract entered into by Respondents in carrying out activities pursuant to these Consent Orders.

## **23.0 GOVERNMENT JURISDICTION**

These Consent Orders shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of California.

## **24.0 CONTRACTUAL OBLIGATION**

These Consent Orders constitute both an administrative order issued to Respondents personally and a contractual obligation between Respondents and the Commission, and therefore shall remain in effect until all terms and conditions are fulfilled, regardless of whether Respondents have a financial interest in the Properties or any

other property within the Coastal Zone.

## 25.0 SUCCESSORS AND ASSIGNS

These Consent Orders shall run with the land, binding Respondents and all successors in interest, lessees, heirs, and assigns of Respondents, and future owners of the property currently owned by Respondents at 25575 Piuma Road (4456-037-038, 4456-037-037, 4456-037-010), as well as the property owned by MRCA (4456-013-904). Respondents shall provide notice to all successors in interest, heirs, assigns, and future owners of the property currently owned by Respondents at 25575 Piuma Road (APNs 4456-037-038, 4456-037-037, 4456-037-010), as well as the property owned by MRCA, (4456-013-904), of any remaining obligations under these Consent Orders.

## 26.0 MODIFICATIONS AND AMENDMENTS

Except as provided in Section 14.0, and for other minor, immaterial modifications, upon mutual written agreement of the Executive Director and Respondents, these Consent Orders may be amended or modified only in accordance with the standards and procedures set forth in Section 13188(b) and 13191 of Title 14 of the California Code of Regulations.

## 27.0 INTEGRATION

These Consent Orders constitute the entire agreement between the parties and may not be amended, supplemented, or modified except as provided in these Consent Orders.

## 28.0 STIPULATION

Respondents attest that they have reviewed the terms of these Consent Orders and understand that their consent is final and stipulates to its issuance by the Commission.

IT IS SO STIPULATED AND AGREED:

On behalf of Respondents:

VH Knipe  
Victor Knipe

Susan Knipe  
Susan Knipe

8/29/18  
Date

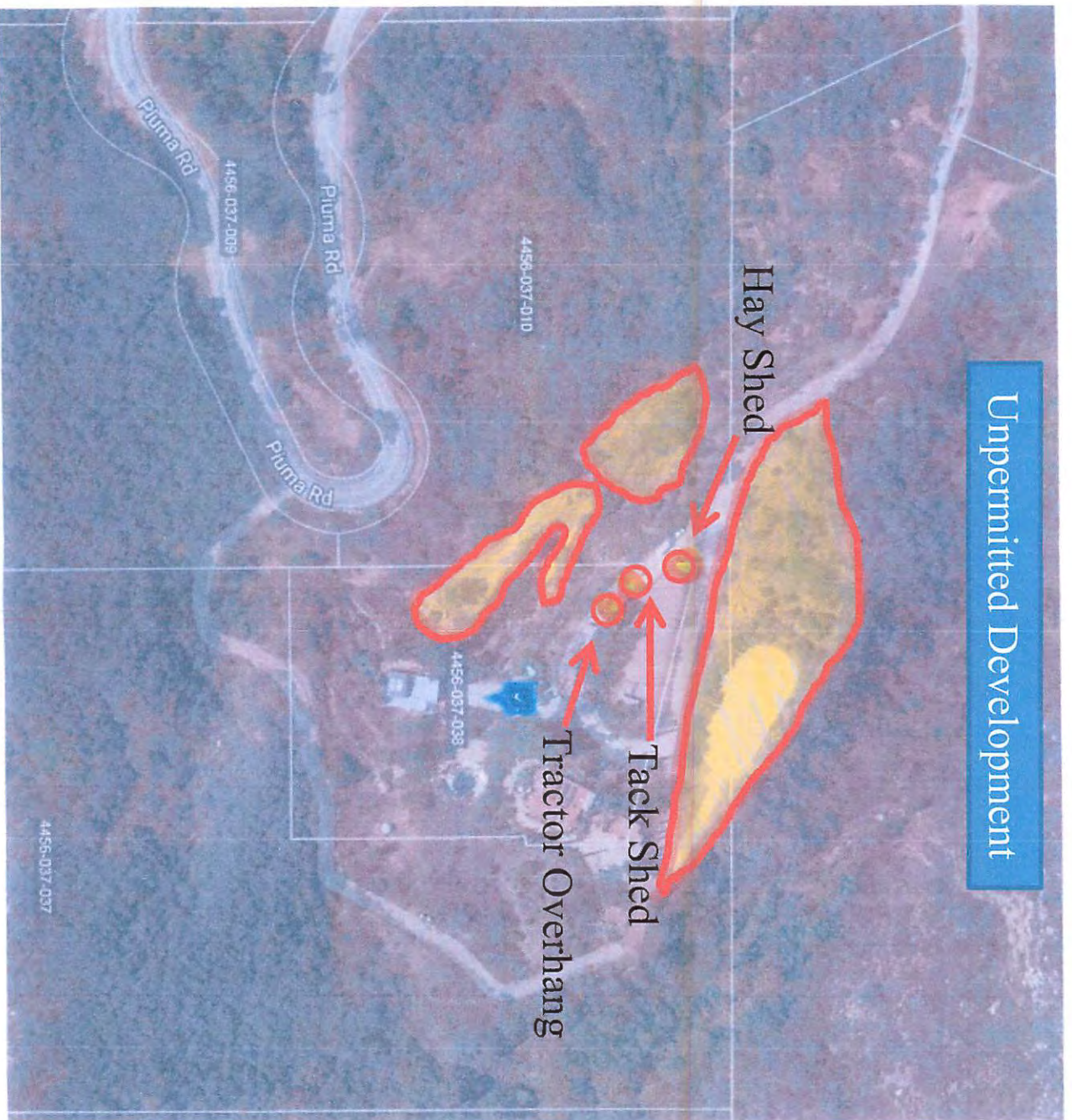
8/29/18  
Date

Executed in \_\_\_\_\_ on behalf of the California Coastal Commission:

\_\_\_\_\_  
John Ainsworth, Executive Director

\_\_\_\_\_  
Date

## Unpermitted Development





# Restoration Areas





# Mitigation Areas



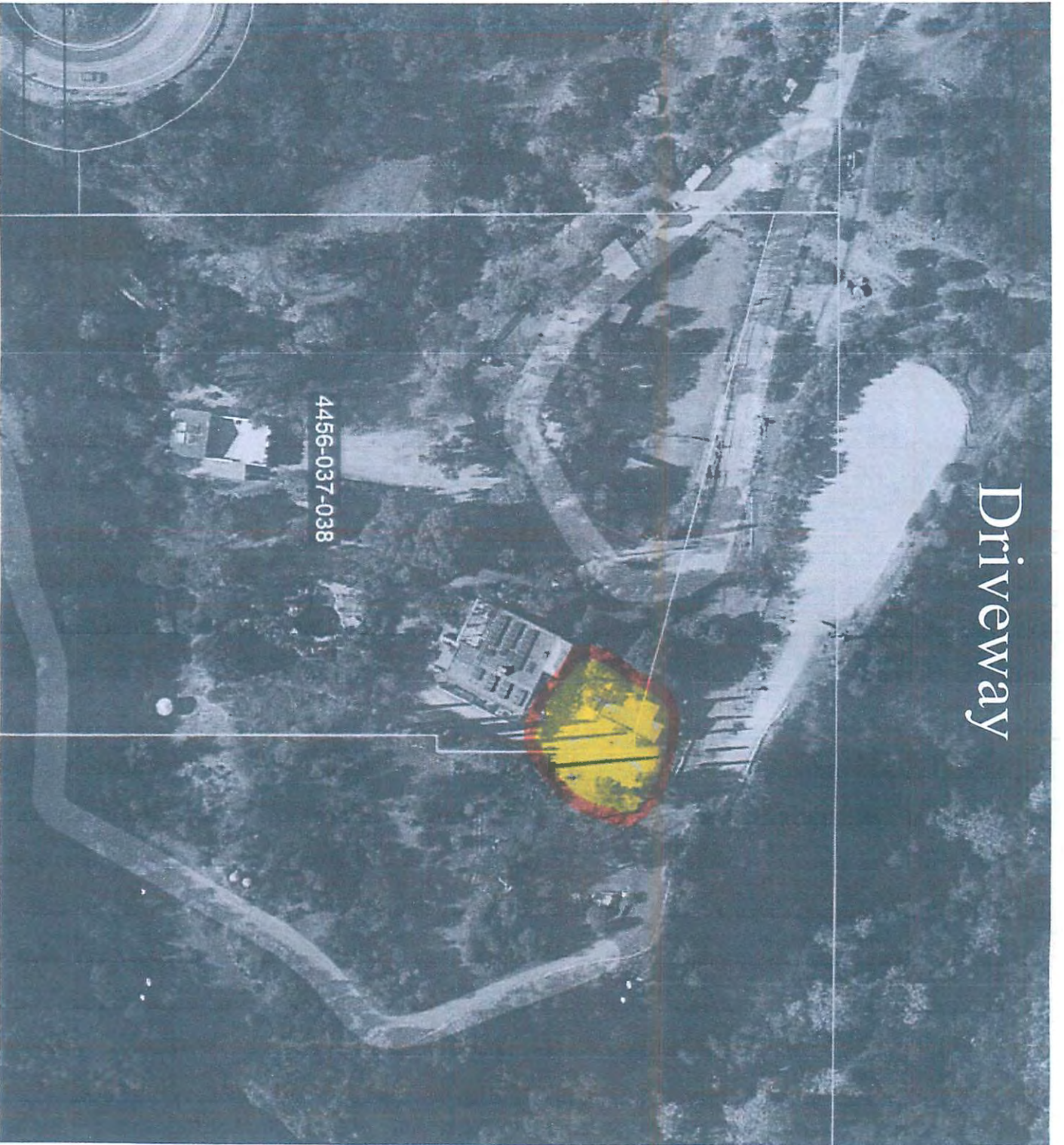


# Conservation Areas





# Driveway



4456-037-038



# Lot Line Adjustments





4456-038-011

# Easements

Easement 3  
(blue)

4456-037-010

4456-037-038

Easement 2  
(green)

Easement 1 (yellow)

4456-037-009

Piuma Rd

Piuma Rd

Piuma Rd

