

**CALIFORNIA COASTAL COMMISSION**

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# W9.1-9.6

## APPENDIX B

**CONSENT CEASE AND DESIST ORDER NO. CCC-23-CD-03,**  
**CONSENT RESTORATION ORDER NO. CCC-23-RO-02, AND**  
**CONSENT ADMINISTRATIVE CIVIL PENALTY CCC-23-AP-02**

This Consent Agreement is an amicable agreement between the Commission and the Mancuso Family Revocable Trust (“Respondent”) to resolve violations of the Coastal Act located on the Mancuso Property and 5S Property, in the interest of avoiding unnecessary costs and litigation. Respondent does not acknowledge any wrongdoing with respect to the Unpermitted Development, as that term is defined below, and further asserts that this Consent Agreement shall not be construed to suggest or imply any such wrongdoing by Respondent with respect to these allegations. Respondent and the Commission agree that much of the Unpermitted Development on the Mancuso and 5 S Property was constructed prior to Respondent’s purchase of the Mancuso Property, but nevertheless, Respondent agrees that the jurisdictional requirements for issuance and enforcement of the Mancuso Consent Agreement have been met and agree to not contest the issuance or enforcement of the Mancuso Consent Agreement.

**1. CONSENT CEASE AND DESIST ORDER CCC-23-CD-03**

Pursuant to its authority under California Public Resources Code ("PRC") Section 30810, the California Coastal Commission ("the Commission") hereby orders and authorizes the Mancuso Family Revocable Trust; its successors in interest; lessees; heirs; assigns; employees; agents; contractors; managers; and any other persons or entities acting in concert with or on behalf of any of the foregoing, including any future owners of the Mancuso Property located at 27920 Pacific Coast Highway (“PCH”), Malibu, Los Angeles County (“hereinafter referred to as “Respondent”) to take all actions required and authorized by Consent Cease and Desist Order No. CCC-23-CD-03 including, but not limited to, the following:

- 1.1 Cease and desist from engaging in any further development, as that term is defined in PRC Section 30106, on the Mancuso Property, as that term is defined in Section 5.3, below, unless authorized or found to be exempt pursuant to the City of Malibu Local Coastal Program and/or the Coastal Act (PRC Sections 30000 to 30900), which includes development authorized pursuant to the Mancuso Consent Agreement, as defined in Section 5.1, below.
- 1.2 Remove, pursuant to and consistent with the terms of the Removal Plan, as required in Section 7, below, and pursuant to the conditions set forth herein, all physical structures and materials that were placed and remain on the Properties as a result of the Unpermitted Development, as defined in Section 5.13,, below, including development that is both inconsistent with Coastal Development Permit (“CDP”) Nos. P-78-2707 and/or 5-81-35A, and/or that was conducted without the benefit of a coastal development permit, and, if necessary, the Unpermitted Development placed by the Wildman House Property owner on the Mancuso Property, as detailed in sections 8.6 and 8.7, but excepting those items of unpermitted development that are listed in Section 6 which are located outside of

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the New Vertical Public Access Easement and New Parking Easement and for which after-the-fact CDP authorization is obtained, as is further detailed in Section 7.3.A.

- 1.3 Refrain from undertaking any activity in violation of the Coastal Act or in violation of CDP No.'s P-78-2707 or 5-81-35A, including any attempts to limit or interfere with public use of 1) the public access easements or deed restrictions, as defined in Section 5, below; or 2) state tidelands located seaward of the Properties.
- 1.4 Fully and completely comply with the terms and conditions of Consent Restoration Order No. CCC-23-RO-02, as provided in Section 2, below, including the requirement to restore areas adversely impacted by Unpermitted Development with appropriate native plant species, if necessary, as detailed in Section 7 and Section 8.7, below, and as shown in Exhibit 3.
- 1.5 Comply in a timely manner with the terms and conditions of all other mandatory approvals or permits for the work required herein that are issued by other government agencies having jurisdiction over that work, consistent with the Mancuso Consent Agreement, as defined at Section 5.1, below. The Mancuso Consent Agreement provides Coastal Act authorization for all the development required herein, with the exception of such development for which Respondent seeks after-the-fact authorization pursuant to Section 6, below.
- 1.6 Participate and cooperate with the Respondent of the Wildman Consent Agreement, defined in Section 5.2, below, in carrying out the terms and conditions of the Wildman Consent Agreement and provide that Respondent access to the Mancuso Property to fully implement the requirements of the Wildman Consent Agreement, as detailed in Section 8.

## **2. CONSENT RESTORATION ORDER CCC-23-RO-02**

Pursuant to its authority under PRC Section 30811, the Commission hereby orders and authorizes Respondent to remove Unpermitted Development and restore the Mancuso Property, if determined to be necessary by the Executive Director, pursuant to Section 7 and Section 8.7, and as shown in Exhibit 3.

## **3. CONSENT ADMINISTRATIVE PENALTY CCC-23-AP-02**

Pursuant to its authority under PRC Section 30821, the Commission hereby imposes upon Respondent, and Respondent agrees to pay, an administrative civil penalty as specified in Section 14, below.

## **4. PERSONS SUBJECT TO THE MANCUSO CONSENT AGREEMENT**

The Mancuso Family Revocable Trust; its trustees; successors in interest; lessees;

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heirs; assigns; employees; agents; contractors; managers; and any other persons or entities acting in concert with or on behalf of any of the foregoing, including any future owners of the Mancuso Property located at 27920 Pacific Coast Highway, are jointly and severally subject to all requirements of the Mancuso Consent Agreement.

Respondent agrees to undertake the work required herein and agrees 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 potential future owners of the Mancuso Property currently owned by Respondent located at 27920 Pacific Coast Highway, Malibu, Los Angeles County, (Los Angeles County APN 4460-032-017), of the obligations of the Mancuso Consent Agreement and that they, too, must comply with the terms and conditions of the Mancuso Consent Agreement. Respondent shall provide notice to all successors, assigns, and potential purchasers of the Mancuso Property, as defined below, of any remaining restrictions or obligations under the Mancuso Consent Agreement.

## **5. DEFINITIONS COMMON TO ALL ORDERS**

### **5.1 The Mancuso Consent Agreement**

Consent Cease and Desist Order No. CCC-23-CD-03, Consent Restoration Order CCC-23-RO-02, and Consent Administrative Penalty No. CCC-23-AP-02 are collectively referred to herein as the “Mancuso Consent Agreement.”

### **5.2 Wildman Consent Agreement**

Consent Cease and Desist Order No. CCC-23-CD-03, Consent Restoration Order CCC-23-RO-02, and Consent Administrative Penalty No. CCC-23-AP-02 are collectively referred to as the Wildman Consent Agreement.

### **5.3 The Mancuso Property**

The property currently owned by the Mancuso Family Revocable Trust, with a situs address of 27920 Pacific Coast Highway, Malibu, Los Angeles County, identified as Los Angeles County APN 4460-032-017.

### **5.4 The Wildman House Property**

The property located adjacent to the Mancuso Property and currently owned by the Wildman Family Trust with a situs address of 27910 Pacific Coast Highway, Malibu, Los Angeles County, identified as Los Angeles County Assessor’s Parcel Number (“APN”) 4460-032-018.

### **5.5 The 5 S Property**

The property located adjacent to the Mancuso Property and currently owned by Five S

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Properties, Ltd., with a situs address of 27930 Pacific Coast Highway, Malibu, Los Angeles County, identified as Los Angeles County APN 4460-032-019.

## 5.6 The Properties

Cumulatively, all properties that are subject to the Mancuso Consent Agreement and/or the Wildman Consent Agreement, including the Wildman House Property and the Wildman Cabana Property, as well as the Mancuso Property, the 5 S Property, and public tidelands owned by the state of California.

## 5.7 Vertical Public Access Easement

The ten (10) foot wide public access easement that extends from PCH seaward to the Mean High Tide Line ("MHTL"), crossing both the Mancuso Property and the Wildman House Property, as required by CDP P-78-2707 and as more fully described in the amended Offer-to-Dedicate ("OTD") that was recorded on January 26, 1983, as Instrument No. 83-108579, and in the Acceptance document that was recorded on April 5, 1983, as Document No. 83-374575.

## 5.8 Public Parking Easement

The twenty-five (25) foot wide easement that is located adjacent and parallel to PCH and extends across both the Mancuso Property and the Wildman House Property, for the purpose of public vehicular parking, among other things, as more fully described in the OTD that was recorded on January 26, 1983, as Instrument No. 83-108580, and in the Acceptance document that was recorded on December 23, 2003, as Instrument No. 03-3856271.

## 5.9 West Lateral Public Access Deed Restriction

The deed restriction, which allows for pass and repass and passive recreational use along the beach adjacent to the Mancuso Property and the Wildman House Property, extending from the MHTL to a point twenty-five (25) feet landward, as described in the Deed Restriction recorded November 18, 1980, as Instrument No. 80-1161953.

## 5.10 New Vertical Public Access Easement

The new ten (10) foot wide easement for public pedestrian access that will extend from PCH seaward to the MHTL, as depicted in Exhibits 1 and 2, which will be recorded pursuant to the Mancuso Consent Agreement and the Wildman Consent Agreement.

## 5.11 The Accessway

The public pedestrian accessway that will be located in the New Vertical Public Access Easement that will extend from PCH seaward to the beach, to be built pursuant to the

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Wildman Consent Agreement and with the cooperation of Respondent required by this Mancuso Consent Agreement.

#### 5.12 The New Public Parking Easement

The new easement for public parking access that will extend from Pacific Coast Highway inland, as generally described in Exhibit 2, which will be recorded pursuant to the Mancuso Consent Agreement and the Wildman Consent Agreement.

#### 5.13 Unpermitted Development

Development that is inconsistent with CDP Nos P-78-2707 and 5-81-35A, and other development conducted without benefit of a CDP, including, but not limited to:

- 1) Development located on the Mancuso Property within the Vertical Public Access Easement, that blocks the easement holder from improving the easement, blocks the public from using the easement, including locked gates, fencing, a large hedge, various electrical equipment, a drain gate, a landscape light, concrete pavement, and many large trees and other landscaping;
- 2) Development located on the Mancuso Property within the Public Parking Easement, that blocks the easement holder from improving the easement, blocks the public from using the easement, including a concrete wall and associated hedge, a metal fence with vegetation along it, the eastern portion of a concrete U-shaped driveway, and large trees and other landscaping;
- 3) Development located on the Mancuso Property outside the existing easements, including fencing, stairs, a pathway with stone walls and paving, culverts, and a large satellite dish, among other items, all constructed by the owner of the Wildman House Property;
- 4) Development located on the 5 S Property, including a U-shaped driveway for access to the Mancuso house and placement of orange cones blocking public parking on Pacific Coast Highway between the two outlets of the U-shaped driveway;
- 5) Development in the form of an unpermitted lot line adjustment to the lot lines associated with the Mancuso Property and the Wildman House Property.

## 6. PERMIT APPLICATIONS

- 6.1 Within 90 days of the Executive Director's approval of the Access Improvement Plan described in the Wildman Consent Agreement, Respondent shall participate as a co-applicant, and shall not withdraw from or impede final action on in any way, complete CDP Amendment applications as set forth below.

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- 6.2 Respondent shall submit complete CDP Amendment applications, along with the owner of the Wildman House Property as a co-applicant, to amend CDP No. P-78-2707 for after-the-fact authorization of the unpermitted lot line adjustment, and to delete the Public Parking Easement requirement from CDP 5-81-35A. Respondent's applications shall also include the realignment of the Vertical Public Access Easement and the Public Parking Easement to the final new alignments approved by the Executive Director of the Commission for the New Vertical Public Access Easement and New Public Parking Easement, as required by the Wildman Consent Agreement and Section 8 of the Mancuso Consent Agreement. Respondent shall also include any Accessway or New Public Parking Easement improvements on both the Mancuso Property and the Wildman House Property, as required by the Wildman Consent Agreement and Section 8 of the Mancuso Consent Agreement, as well as any proposed development adjacent to the New Vertical Public Access Easement or New Public Parking Easement for privacy, such as walls or vegetation. Respondent may include development within the Vertical Public Access Easement and Public Parking Easement, including that listed at section 5.13(1) and 5.13(2) in the CDP Amendment applications.
- 6.3 As part of the Wildman Consent Agreement requires the owner of the Wildman House Property to submit a proposal to the Executive Director for their review and approval for the height and location of any fences/walls between the New Vertical Public Access Easement, the New Public Parking Easement, and the Wildman House Property, Respondent shall also participate and cooperate in such actions and, if necessary, propose their own proposal for the height and location of any fences/walls between the New Vertical Public Access Easement, the New Public Parking Easement, and the Mancuso Property. Any fences/walls shall be consistent with the City of Malibu Local Coastal Plan and any other applicable law, including any allowed variances therefrom, and shall in no circumstances be located within the boundaries of the New Vertical Public Access Easement or the New Public Parking Easement.
- 6.3.A Any fences, walls, signs, or other improvements are subject to the special conditions of CDP No. 5-81-35A and the corresponding deed restriction required by that CDP, recorded as Instrument No. 88-1768527, which require that a CDP be obtained for any improvements on the Mancuso Property and portions of the Wildman House Property.
- 6.3.B Respondent shall not install or use security cameras or other security methods, including a guard, located within or visible from the New Vertical Public Access Easement or the New Public Parking Easement, nor shall Respondent use any proposed security camera or other security method to monitor the public easements. Any security method shall be designed so as not to interfere with or to discourage the public's ability to use and

enjoy the public easements. Neither Respondent nor the owner of the Wildman House Property are prohibited from using security cameras or other security methods that are consistent with the Mancuso Consent Agreement.

- 6.4 Respondent shall offer to join the owner of the 5 S Property as a co-applicant to amend CDP 5-81-35A in a complete CDP Amendment application for after-the-fact authorization of a driveway on the 5 S Property. Respondent shall only apply for a single outlet to PCH for this driveway.
- 6.5 Respondent shall fully participate and cooperate, as detailed in Section 8, with the activities authorized by the CDP Amendments and shall accordingly comply with the terms and conditions of any CDP Amendment approved pursuant to the applications submitted under this section by the deadlines required in the CDP Amendments, or, if a deadline is not required in the CDP Amendments, within 60 days of Commission approval on the CDP Amendments.
- 6.6 If Respondent does not participate as a co-applicant on complete CDP Amendment applications as required above, for the items of development listed above in Sections 6.1 and 6.4 within the timeframe allotted above, Respondent shall be subject to the penalties detailed in Section 14.
- 6.7 In the event that the owner of the 5 S Property refuses to be a co-applicant in the CDP Amendment application under Section 6.4, Respondent shall continue to request that the owner of the 5 S Property become the co-applicant, and if the Executive Director determines that Respondent has exhausted all reasonable efforts to do so, Respondent shall then apply to the Commission for a CDP Amendment to CDP 5-81-35A for a driveway in the same location as authorized by the approved plans for CDP 5-81-35A, and shall not impede the completion of the application. Following such approval of the driveway in the original location, Respondent shall remove the unpermitted development on the 5S Property pursuant to the Removal Plan detailed at Section 7, below.

## **PROVISIONS OF RESTORATION ORDER**

### **7. RESTORATION PLAN**

This Consent Agreement orders and authorizes, to the extent required by section 8.7, 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. ”). As is detailed at section 8.7, the Remedial Grading Plan, Revegetation Plan, and Monitoring Plan are only ordered should the Executive Director determine that the owner of the Wildman House Property has failed to restore the unpermitted development on the Mancuso Property that was



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undertaken by the owner of the Wildman House Property, as required by the Wildman Consent Agreement. The Restoration Plan shall set forth the measures that Respondent shall undertake to remove the unpermitted items of development subject to this Consent Agreement, and conduct, where necessary, remedial grading, installation of temporary erosion control measures, revegetation, and monitoring of the restored areas to ensure the success of restoration activities. Each of its elements shall contain a level of detail sufficient to enable an independent Specialist (as defined in Section 7.1.C) to implement it.

## 7.1 General Provisions

7.1.A Within one hundred fifty (150) days of the effective date of this Consent Agreement, Respondent shall submit, for review and approval of the Executive Director, the Restoration Plan.

7.1.B The Restoration Plan shall outline all removal activities, all temporary erosion control measures to be implemented, all remedial grading activities, and all monitoring activities necessary to ensure the successful restoration of the areas impacted by the Unpermitted Development or to address any potential secondary impacts caused by any activities undertaken through this Consent Agreement necessary to address these Coastal Act violations. As such, the Restoration Plan shall contain the following plan components: 1) Temporary Erosion Control Plan; 2) Removal Plan; 3) Remedial Grading Plan; 4) Revegetation Plan; and 5) Monitoring Plan.

7.1.C The Restoration Plan, and any reports prepared pursuant to the Restoration Plan or this Consent Agreement, 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 this Consent Agreement and prior to the submittal of the Restoration Plan, Respondent 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 to prepare and implement the Restoration Plan, one must have experience successfully completing restoration and revegetation (using southern California native plant species) of coastal sage/bluff scrub and riparian habitats in the Malibu 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 control plans, 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 will notify Respondent and, within 10 days of such notification, Respondent shall

submit a different Specialist for the Executive Director's review and approval. If multiple Specialists contribute to the Plan or will have a role in overseeing or carrying out this restoration project, Respondent shall submit qualifications for each Specialist for the Executive Director's review and approval. An approved Specialist with the authority to stop work if necessary shall be on-site during all restoration activities.

- 7.1.D The Restoration Plan shall include a survey map(s) 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 existing Vertical Public Access Easement, Public Parking Easement, and the West Lateral Public Access Deed Restriction; 3) the physical items placed or allowed to come to rest on the Mancuso Property and 5S Property as a result of Unpermitted Development that are to be removed under Section 7.3, below; 4) the areas of native vegetation removal resulting from the Unpermitted Development; 5) the current topography of all landscape features on the Mancuso Property; 6) the locations of all erosion control measures to be installed pursuant to Section 7.2, below; 7) any existing non-native and invasive plants that shall be removed pursuant to Section 7.5, below; 8) the locations of all species, individually delineated and labeled, to be planted pursuant to Section 7.5, below; and 9) the specific locations and directions from which photographs will be taken for the annual monitoring reports pursuant to section 7.6.B, below.
- 7.1.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 or colored wooden stakes, while not using plastic flags or any other plastic markers. 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. Respondent shall ensure that any such measures are maintained and do not come loose or dislodged, and that if any material does come loose or is dislodged, Respondent shall immediately retrieve and dispose of such materials to avoid additional impacts to the Restoration Area or adjacent habitat.
- 7.1.F The Restoration Plan shall include a specific schedule/timeline of activities for each of the Restoration Plan components listed below from Sections 7.2 to 7.7, 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 this Consent Agreement, and shall be in accordance with the ideal planting seasons. To the extent the deadlines in this Consent Agreement are inconsistent with ideal planting seasons, the Executive Director may extend any deadlines pursuant to Section 20 below.

7.1.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:

7.1.G.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.

7.1.G.2 Designated areas for staging of any construction equipment and materials, including receptacles and temporary stockpiles of materials. All stockpiles 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.

7.1.G.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. All equipment, materials and vehicles to be used in Restoration Areas shall be inspected for oil, fuel and hazardous substance leaks prior to being transported to the Properties.

7.1.G.4 Means of transporting equipment to and from the Properties and Restoration Areas.

7.1.G.5 Designated refueling areas. Refueling is prohibited within the Restoration Areas and must be undertaken at least 200 feet from the ocean or stream course and in an area where spills cannot flow into the Restoration Areas or into the ocean. Proper storage, spill prevention, and containment/cleanup equipment must be maintained in all refueling areas.

## 7.2 Temporary Erosion Control Plan

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- 7.2.A Respondent shall submit, as part of the Restoration Plan, a Temporary Erosion Control Plan, prepared by a qualified Specialist approved pursuant to Section 7.1.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 7.5, below.
- 7.2.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 installation of temporary erosion control features shall take place only during the dry season (April 1 – November 1). If recommended by the Specialist, this period may be expanded for a limited period of time pursuant to Section 20, below.
- 7.2.C The Temporary Erosion Control Plan shall indicate that all erosion control measures are required to be installed and fully functional in the Restoration Area prior to, or concurrent with, the initial removal activities required by this Consent Agreement 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.
- 7.2.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. Use of soil stabilizers is not preferred, but if proposed, shall biodegrade quickly, shall not be able to be mobilized by flow in drainage courses, and 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.
- 7.2.E The Temporary Erosion Control Plan shall indicate that all erosion control measures are temporary and will be eliminated from the Restoration Area by Respondent once the native plant habitat is established pursuant to Section 7.5, below. Verification of such removal shall be provided in the annual monitoring report for the reporting period during which the removal occurred.
- 7.2.F The Temporary Erosion Control Plan shall include the following deadlines:
- 7.2.F.1 Within ten (10) days of approval of the Restoration Plan by the Executive Director, Respondent shall commence implementation of the Temporary Erosion Control Plan.
- 7.2.F.2 Within fifteen (15) days of commencing installation activities under the

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Temporary Erosion Control Plan, Respondent shall conclude installation.

7.2.F.3 Within fifteen (15) days of the completion of the installation of erosion control measures under the Temporary Erosion Control Plan, Respondent shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 7.7.B below. The Temporary Erosion Control Plan Report shall also show the location and type of devices installed, and document their impact on the Restoration Area, if any.

### 7.3 Removal Plan

The Removal Plan shall include the following components:

- 7.3.A A timetable for removal activities that will provide for removal of all items of Unpermitted Development consistent with this section, excepting those items of unpermitted development that are listed in Section 6, above, which are located outside of the New Vertical Public Access Easement and New Public Parking Easement and for which an after-the-fact CDP is applied for pursuant to Section 6. The Removal Plan shall also except those items on the Mancuso Property that are within the Vertical Public Access Easement and the Public Parking Easement but not within the New Vertical Public Access Easement and the New Public Parking Easement. In addition, the Removal Plan shall provide for removal of any obstructions to public access on the Mancuso Property within the approved New Vertical Public Access Easement and, if necessary, within the New Public Parking Easement. If Respondent believes that unpermitted concrete paving is necessary to be retained within the New Vertical Public Access Easement to ensure the safety of existing pool foundations, Respondent shall include that concrete or other improvements within the CDP Amendment applications consistent with Section 6, above.
- 7.3.B A site plan, prepared by the approved Specialist(s), drawn to scale depicting the boundary lines of the Properties, the location of all physical items of Unpermitted Development to be removed ("the Removal Area"), as required by Section 7.3.A, above.
- 7.3.C The Removal Plan shall identify the licensed disposal or recycling facility to which removed materials will be transported. If the proposed destination for the removed materials is located within the Coastal Zone and is not an existing, legal sanitary landfill or recycling center, a CDP is required for such disposal. All hazardous materials must be transported to and properly disposed of at a licensed hazardous waste disposal facility.
- 7.3.D The Removal Plan shall include the following deadlines:

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- 7.3.D.1 Within fifteen (15) days of completing implementation of the Temporary Erosion Control Plan, Respondent shall begin implementation of the Removal Plan.
- 7.3.D.2 Within ninety (90) days of commencing implementation of the removal activities, Respondent shall complete implementation of the Removal Plan.
- 7.3.D.3 Within thirty (30) days of the completion of the Remedial Grading Plan, Respondent shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in Section 7.6, below, showing that the removal has been completed pursuant to the approved Removal Plan.

#### 7.4 Remedial Grading Plan

- 7.4.A Respondent shall submit, as part of the Restoration Plan, a Remedial Grading Plan prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, that will describe, in detail, all measures necessary to return the Mancuso Property to its pre-violation topography. If historic data or topographical maps are not available for this location, Respondent shall propose an approximation of the topography which existed prior to the Unpermitted Development based on an analysis of undisturbed slopes in the area, for the review and approval of the Executive Director. If such approach is used, the Specialist shall submit a report in writing, to the satisfaction of the Executive Director, that the proposed approximation is the most accurate depiction of what the topography looked like prior to the occurrence of Unpermitted Development.
- 7.4.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 Mancuso Property to their original, pre-violation topography. The Remedial Grading Plan shall identify the source and date of all data used to produce this information.
- 7.4.C The Remedial Grading Plan shall indicate that the proposed remedial grading will restore the original topography of the Property, 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 Development and that will be sufficient to support restoration of riparian, coastal sage/bluff scrub, sand dune, and/or other native habitat appropriate for this location.
- 7.4.D The Remedial Grading Plan will also include any Reference Sites, as that term is

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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 Property.

7.4.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 this Consent Agreement. Prior to initiation of any activities resulting in physical alteration of the Property, the disturbance boundary shall be physically delineated in the field using temporary measures identified in Section 7.1.E, above.

7.4.F The Remedial Grading Plan shall include the following deadlines:

7.4.F.1 Within fifteen (15) days of completing implementation of the Removal Plan, Respondent shall begin implementation of the Remedial Grading Plan.

7.4.F.2 Within thirty (30) days of commencing implementation of the remedial grading activities, Respondent shall complete implementation of the Remedial Grading Plan.

7.4.F.3 Within thirty (30) days of the completion of the Remedial Grading Plan, Respondent shall submit evidence, for the Executive Director's review and approval in the form of a narrative report as described in 7.7.B, below, showing that the remedial grading has been completed pursuant to the approved Restoration Plan.

## 7.5 Revegetation Plan

7.5.A Respondent shall submit, as part of the Restoration Plan, a Revegetation Plan prepared by a qualified Specialist approved pursuant to Section 7.1.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 riparian, coastal sage/bluff scrub vegetation (or other native habitat found in the Reference Site, pursuant to Section 7.5.C) in the surrounding area.

7.5.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 Mancuso Property.

7.5.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 riparian, coastal sage/bluff scrub, and sand dune 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 this Consent Agreement.

7.5.C.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 riparian and coastal sage/bluff scrub 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.

7.5.C.2 The Revegetation Plan shall indicate that plant propagules and seeds must come from local, native stock of the Malibu area. If plants, cuttings, or seeds are obtained from a nursery, the nursery must certify that they are of local origin (Malibu) and are not cultivars. The Revegetation Plan shall provide specifications for preparation of nursery stock. Technical details of planting methods (e.g. spacing, micorrhizal inoculation, etc.) shall be provided at a level of detail sufficient to enable an independent Specialist to duplicate them. Respondent shall not employ non-native plant species, which could supplant native plant species in the Restoration Area.

7.5.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 7.6.D, below.

7.5.E The Revegetation Plan shall include a schedule for installation of plants, removal of non-native plants, and completion of revegetation on the Mancuso Property.



- 7.5.E.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.
- 7.5.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.
- 7.5.G The Revegetation Plan shall demonstrate that all non-native and invasive vegetation on the California Invasive Plant Council's list of invasive plants that are within the Restoration Area will be eradicated prior to any revegetation activities on the Property, with the exception of any vegetation that may be providing important habitat area. 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.
- 7.5.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.
- 7.5.H.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.
- 7.5.H.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 Respondent, allow for the continued use of the temporary irrigation system. The written request shall outline the need for and duration of the proposed extension.
- 7.5.I The Revegetation Plan shall include the following deadlines:
- 7.5.I.1 Within 30 days of complete implementation of the Removal and Remedial Grading Plans, Respondent 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

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in the Consent Agreement, 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 Respondent, extend the deadlines as set forth in Section 20 of this Consent Agreement in order to achieve optimal growth of the vegetation.

- 7.5.1.2 Within 60 days of commencing implementation of activities under the Revegetation Plan, Respondent shall complete implementation of all planting activities under the Revegetation Plan.
- 7.5.1.3 Within 30 days of the completion of all revegetation activities, Respondent shall submit evidence, for the Executive Director's review and approval, in the form of a narrative report as described in Section 7.6, below, demonstrating that the revegetation has been completed pursuant to this Consent Agreement and the approved Restoration Plan.
- 7.5.1.4 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 Respondent, extend the deadlines as set forth in Section 20 of this Consent Agreement in order to achieve optimal growth of the vegetation.

## 7.6 Monitoring Plan

- 7.6.A To ensure a successful restoration, Respondent shall submit, as part of the Restoration Plan, a Monitoring Plan prepared by a qualified Specialist approved pursuant to Section 7.1.C, above, which will provide for monitoring the Restoration Area over a period of at a least five (5) years from the completion and full implementation of the Revegetation Plan.
  - 7.6.A.1 The Monitoring Plan shall 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 Mancuso Property.
  - 7.6.A.2 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 the progress of the restoration and maintaining, at a minimum, the following: 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 this Consent Agreement; and any other activities undertaken through the Restoration Plan. It is Respondent's obligation to ensure a successful restoration that

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will meet the established success criteria, which may necessitate more site visits than required above.

7.6.B Respondent shall submit, annually and during the same one-month period of each year (no later than December 31st 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.

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 7.1.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.

7.6.C 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 this Consent Agreement, or is failing to meet the goals and/or performance standards specified in the Restoration Plan, Respondent shall submit a revised or supplemental Restoration Plan ("Revised Restoration Plan") for review and approval of the Executive Director.

7.6.C.1 The Revised Restoration Plan shall be prepared by a qualified Specialist, approved by the Executive Director pursuant to Section 7.1.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 this Consent Agreement, or to add areas originally included in the Property prior to the Unpermitted Lot Line Adjustment. The Executive Director will then determine whether the Revised Restoration Plan must be processed as a modification of this Consent Agreement or a new Restoration Order.

7.6.C.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 Respondent 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.

7.6.D At the end of the five (5) year monitoring period, or any other monitoring duration

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required by a Revised Restoration Plan, Respondent 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 Mancuso Property.

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, Respondent shall submit a Revised Restoration Plan, in accordance with the requirements of this Consent Agreement, and the monitoring program shall be revised accordingly.

## 7.7 Implementation and Completion of Restoration Plan

7.7.A Upon approval of the Restoration Plan (including the Temporary Erosion Control, Removal, Remedial Grading, Revegetation, and Monitoring plan components) by the Executive Director, Respondent shall fully implement each phase of the Restoration Plan consistent with all of its terms and the terms set forth herein. Respondent shall complete all work described in the Restoration Plan no later than 180 days after the Restoration Plan is approved. If Section 7.6.C, above, requires Respondent to complete a Revised Restoration Plan, Respondent shall also implement the approved version of that Revised Restoration Plan and complete that work within 90 days of approval of that plan.

7.7.B Within thirty (30) 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, Respondent 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 Property 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 Property before the work commenced and after completion.

## 8. **AGREEMENT TO PARTICIPATE AND COOPERATE**

Respondent agrees to participate and cooperate in the resolution of Unpermitted Development on the Mancuso Property and the Wildman House Property, for which responsibility lies with the owner of the Wildman House Property pursuant to the Wildman Consent Agreement, and to inform any future owners or successors in interest of the Mancuso Property of this obligation.

8.1 Respondent shall provide the owner of the Wildman House Property; and its employees, agents, contractors, and anyone acting in concert with the foregoing, access to the Mancuso Property for the purpose of conducting the activities detailed in the Wildman Consent Agreement.

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- 8.2 Respondent agrees not to block or impede the ability of the owner of the Wildman House Property to perform and carry out work pursuant to the Wildman Consent Agreement.
- 8.3 Respondent shall cooperate with, and when necessary participate in, the implementation of the Wildman Consent Agreement, including by executing necessary documents as described below and being a co-applicant to CDP applications as described in Section 6, above. Respondent shall comply with the terms and conditions of any permits and approvals issued pursuant thereto as they relate to the Mancuso Property.
- 8.3.A Respondent shall undertake all steps necessary to effectuate the direct dedication of the New Vertical Public Access Easement and the New Public Parking Easement to MRCA. The New Vertical Public Access Easement shall be no less than 10 feet wide, and sited and designed to take into account existing topography, allowing for more direct public access from PCH to the MHTL while minimizing landform alteration and unnecessary structures. The New Public Parking Easement shall be sited and designed to maximize its use for public parking access and related improvements.
- 8.3.B Prior to certification by the Executive Director of the proposed easements as compliant with the terms of this Consent Agreement, Respondent shall provide the proposed easements to MRCA for their review and approval.
- 8.3.C Prior to recordation of the New Vertical Public Access Easement and New Public Parking Easement, Respondent shall provide Commission staff with any information requested to facilitate the preparation of the New Vertical Public Access Easement and New Public Parking Easement, including, but not limited to, formal metes and bounds, legal descriptions and corresponding graphic depictions prepared by a licensed surveyor of the New Vertical Public Access Easement and New Public Parking Easement areas, as well as current (within 30 days of receiving a request from Commission staff) Preliminary Title Reports for the Mancuso Property, issued by a licensed title insurance company.
- 8.3.D The New Vertical Public Access Easement and the New Public Parking Easement must be recorded against all of the legal parcels over which the New Vertical Public Access Easement and New Public Parking Easement cross within 60 days of receipt of written approval by the Executive Director of the New Vertical Public Access Easement and the New Public Parking Easement. The New Vertical Public Access Easement and New Public Parking Easement must be recorded free of all prior liens and encumbrances that the Executive Director determines would affect the

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interest being conveyed. Following recordation of the New Vertical Public Access Easement and New Public Parking Easement, Respondent must provide evidence, including for the New Public Parking Easement if applicable, that includes certified copies of the recorded easement obtained from the Los Angeles County Recorder's Office, for the review and approval of the Executive Director, as well as updated Preliminary Title Reports for each property over which the New Vertical Public Access Easement, and, if applicable, the New Public Parking Easement, are recorded, dated after the date of recordation, reflecting the New Vertical Public Access Easement and New Public Parking Easement running in the chain of title for the Wildman House Property and the Mancuso Property recorded free of prior liens and encumbrances.

- 8.3.E If building the Accessway within the New Vertical Public Access Easement as delineated in Exhibits 1 and 2 becomes infeasible in any portions, the Executive Director may require that those portions of the Accessway be realigned in new locations across the Wildman House Property and the Mancuso Property and that a different public access easement be recorded.
- 8.3.F Respondent shall provide, to the satisfaction of the Executive Director, evidence that the New Vertical Public Access Easement and New Public Parking Easement are legally dedicated to MRCA, properly recorded in the Los Angeles County Recorder's office, and that the New Vertical Public Accessway is fully permitted and completely constructed, and made open and available to the public. Once Respondent has submitted all of the above information to the satisfaction of the Executive Director, Respondent may request the extinguishment of the existing Vertical Public Access Easement and Public Parking Easement. Commission staff shall then prepare an extinguishment document that all relevant parties will be parties to, for extinguishment of the Vertical Public Access Easement and the Public Parking Easement.
- 8.4 By signing the Mancuso Consent Agreement, Respondent understands and acknowledges that there will be, and agrees not to contest or object to the creation or construction of, a new vertical public accessway (the Accessway) from Pacific Coast Highway to the mean high tide line on the Mancuso Property and Wildman House Property, as well as a new public parking lot with signs, parking spots, and other improvements, as provided for in the Wildman Consent Agreement and the Mancuso Consent Agreement and/or as provided by MRCA. Respondent also agrees that there may be public restrooms within the New Public Parking Easement.
- 8.5 By signing the Mancuso Consent Agreement, Respondent understands, acknowledges, and does not contest that public use of the New Vertical Public

Access Easement/Accessway shall (i) be for pedestrian ingress and egress and for uses the Commission determines to constitute passive recreation, (ii) shall be open at the landward entrance not less than thirty minutes before sunrise and thirty minutes after sunset, and (iii) may incorporate a self-locking gate at the entrance to the New Vertical Public Access Easement/Accessway on the landward side that locks to exclude entry when the New Vertical Public Access Easement/Accessway is not operational, but which does not prevent exiting from the seaward side. The gate shall provide 24-hour egress from the beach to the PCH. Respondent also understands that the public use of the New Public Parking Easement shall be open not less than one hour before sunrise and ninety minutes after sunset, and that it may incorporate gates at the entrance and exit to the public parking lot.

- 8.6 Respondent understands and acknowledges that unpermitted development on the Mancuso Property, including fencing, stairs, a pathway with stone walls and paving, culverts, a large satellite dish, and other items will be removed by the owner of the Wildman House Property and restored with native plants pursuant to the Wildman Consent Agreement. Respondent understands that, if necessary, and in the event that the Executive Director determines that the owner of the Wildman House Property has failed to remove that unpermitted development and restore those areas, Respondent will then be required to undertake the removal and restoration requirements of the Wildman Consent Agreement in regards to the unpermitted development on the Mancuso Property.
- 8.7 If the Executive Director determines that the owner of the Wildman House Property has failed to restore the unpermitted development on the Mancuso Property that was undertaken by the owner of the Wildman House Property, as required by the Wildman Consent Agreement, then the Executive Director may require that Respondent remove and restore the area of unpermitted development that was undertaken by the owner of the Wildman House Property on the Mancuso Property, pursuant to the Restoration Plan at Section 7, as shown at Exhibit 3. Should the Executive Director approve restoration related plans submitted by the owner of the Wildman House Property, but the owner of the Wildman House Property fails to perform, the owner of the Mancuso Property may request to use those same plans.
- 8.8 Nothing in Section 8, or in this Mancuso Consent Agreement, shall be construed to hold Respondent liable for any failure of the owner of the Wildman House Property to perform any activities and/or meet any deadlines.
- 8.9 By signing the Mancuso Consent Agreement, Respondent certifies that he has read the Wildman Consent Agreement and will not prevent implementation of it or contest it.

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## **9. SUBMITTAL OF DOCUMENTS**

All plans, reports, photographs and any other materials required by the Mancuso Consent Agreement shall be sent to:

California Coastal Commission  
Attn: Rob Modellmog  
455 Market Street Suite 300  
San Francisco, CA 94105  
(415) 904-5219

With a copy to: California Coastal Commission  
Attn: Tina Segura  
89 S California Street Suite 200  
Ventura, CA 93001  
(805) 585-1800

All documents shall additionally be sent via electronic mail to Rob Modellmog  
(Robert.Modellmog@coastal.ca.gov)

with a copy sent to Tina Segura  
(Tina.Segura@coastal.ca.gov).

## **10. REVISIONS OF DELIVERABLES**

The Executive Director may require revisions to deliverables required under the Mancuso Consent Agreement, and Respondent shall revise any such deliverables consistent with the Executive Director's specifications, and resubmit them for further review and approval by the Executive Director, by the deadline established by the modification request from the Executive Director.

## **11. COMMISSION JURISDICTION**

The Commission has jurisdiction over resolution of these Coastal Act violations including under PRC Sections 30810, 30811, and 30821. In light of the desire to settle these matters, Respondent agrees not to, and shall not, contest the Commission's jurisdiction to issue or enforce the Mancuso Consent Agreement 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.

## **12. EFFECTIVE DATE AND TERMS OF THE MANCUSO CONSENT AGREEMENT**

The effective date of the Mancuso Consent Agreement is the date the Mancuso Consent Agreement is approved by the Commission. The Mancuso Consent Agreement shall remain in effect permanently unless and until rescinded by the Commission.



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### **13. FINDINGS**

The Mancuso Consent Agreement is issued on the basis of the findings adopted by the Commission, as set forth in the document entitled “Staff Report: Recommendations and Findings for Consent Cease and Desist Order No. CCC-23-CD-03, Consent Restoration Order No. CCC-23-RO-02, and Consent Administrative Penalty No. CCC-23-AP-02.” The Commission has authorized the activities required in the Mancuso Consent Agreement as being consistent with the resource protection policies set forth in Chapter 3 of the Coastal Act.

### **14. SETTLEMENT/COMPLIANCE OBLIGATION**

In light of the intent of the parties to resolve these matters in settlement, Respondent has agreed to and shall pay a monetary settlement, which includes settlement of financial liability pursuant to PRC sections 30820 and 30821 for the violations occurring prior to this agreement, as defined in Section 5.13, as follows:

- 14.1 Respondent shall pay a monetary settlement in the amount of \$X, to be paid within thirty (30) days of the effective date of the Mancuso Consent Agreement. All the settlement monies shall be deposited in the Violation Remediation Account of the California Coastal Conservancy Fund (see PRC§ 30823), The settlement monies shall be submitted to the Commission's San Francisco office, at the address provided in Section 9, above, to the attention of Rob Modellmog, payable to the account designated under the Coastal Act, and shall include a reference to the Mancuso Consent Agreement including the Order name and number.
- 14.2 Strict compliance with the Mancuso Consent Agreement by all parties subject thereto is required. Failure to comply with any term or condition of the Mancuso Consent Agreement, including any deadline contained in the Mancuso Consent Agreement, unless the Executive Director grants an extension under Section 20, will constitute a violation of the Mancuso Consent Agreement and shall result in Respondent being liable for stipulated penalties in the amount of \$1,000 per day per violation. Respondent shall pay stipulated penalties regardless of whether Respondent has subsequently complied. If Respondent violates the Mancuso Consent Agreement, 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 imposition of civil penalties and other remedies pursuant to Public Resources Code Sections 30820, 30821, 30821.3, 30821.6, or 30822 as a result of the lack of compliance with the Mancuso Consent Agreement and for the underlying Coastal Act violations described herein.

## **ADDITIONAL PROVISIONS COMMON TO ALL ORDERS**

### **15. RESOLUTION OF MATTER VIA SETTLEMENT**

In light of intent of the parties to resolve these matters in settlement, Respondent has not submitted a "Statement of Defense" form as provided for in Sections 13181 and 13191 of Title 14 of the California Code of Regulations and have agreed not to contest the legal and factual bases for, the terms of, or the issuance of the Mancuso Consent Agreement, including the allegations of Coastal Act violations contained in the May 31, 2019 Notice of Intent to Commence Cease and Desist Order, Restoration Order, and Administrative Civil Penalty Proceedings. Specifically, Respondent has agreed not to, and shall not, contest the issuance or enforcement of the Mancuso Consent Agreement at a public hearing or any other proceeding.

### **16. SETTLEMENT OF CLAIMS**

16.1 The Commission and Respondent agree that the Mancuso Consent Agreement settles the Commission's monetary claims for relief from Respondent for the violations of the Coastal Act specifically enumerated in Section 5.13 above, occurring prior to the date of this Consent Order, specifically including claims for civil penalties, fines, or damages under the Coastal Act, including under PRC Sections 30805, 30820, 30821, and 30822, provided that the permit applications required by Section 6 and any and all plans required by Section 7, above, are submitted and complied with, and the obligations in Section 14 are fully satisfied, and with the exception that, if Respondent fails to comply with any term or condition of the Mancuso Consent Agreement, the Commission may seek monetary or other claims for both the underlying violations of the Coastal Act and for the violations of the Mancuso Consent Agreement. In addition, the Mancuso Consent Agreement does not limit the Commission from taking enforcement action due to Coastal Act violations on the Properties beyond those that are the subject of the violations of the Coastal Act specifically enumerated in Section 5.13.

### **17. SETTLEMENT VIA CONSENT ORDERS**

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

### **18. SITE ACCESS**

18.1 Respondent shall provide access to the Mancuso Property to Commission staff, and staff of any agency having jurisdiction over work being performed under the

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Mancuso Consent Agreement, including MRCA. Nothing in the Mancuso Consent Agreement is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. Commission staff may enter and move freely about the portions of the Mancuso Property on which the violations are located and on which the restoration, remediation, and public access activities and programs are to be undertaken pursuant to the Mancuso Consent Agreement, including, but not limited to the following areas: (1) the portions of the Mancuso Property on which the violations are located, (2) any areas where work is to be performed pursuant to the Mancuso Consent Agreement, (3) adjacent areas of the Mancuso Property and any other area in order to view locations where work is being performed pursuant to the requirements of the Mancuso Consent Agreement, and (4) any other areas where evidence of compliance with the Mancuso Consent Agreement may lie for purposes including, but not limited to, inspecting records, operating logs, and contracts relating to the Mancuso Property and overseeing, inspecting, documenting (including by photograph and the like), and reviewing the progress of Respondent in carrying out the terms of the Mancuso Consent Agreement.

18.2 Respondent shall provide, within thirty (30) days of the effective date of the Mancuso Consent Agreement, written documentation from the owner of the 5 S Property, that Respondent has permission to perform removal activities, and that the owner of the 5 S Property agrees not to impede Respondent from undertaking the activities required by the Mancuso Consent Agreement.

18.3 If at any point prior to Respondent's completion of the obligations set forth in the Mancuso Consent Agreement, Respondent is denied permission to access or perform activities in any part of the 5 S Property, the following shall occur:

18.3.A Respondent shall refrain from accessing or performing said work and shall notify the Executive Director immediately.

18.3.B The obligation to resolve the violations described in the Mancuso Consent Agreement shall remain in effect and Respondent shall utilize all reasonable efforts a timely fashion to re-secure permission to access and complete the work on the 5 S Property.

18.3.C Respondent shall continue to promptly complete activities in all other areas of the Mancuso Property, in accordance with all deadlines in the Mancuso Consent Agreement.

## **19. GOVERNMENT LIABILITY**

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 Respondent in carrying out activities pursuant to the Mancuso Consent Agreement, nor

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(Mancuso)

shall the State of California, the Commission or its employees be held as a party to any contract entered into by Respondent or their agents in carrying out activities pursuant to the Mancuso Consent Agreement.

## **20. DEADLINES**

Prior to the expiration of any of the deadlines established by the Mancuso Consent Agreement, Respondent may request from the Executive Director an extension of any such unexpired deadlines. Such a request shall be made in writing seven (7) days in advance of the deadline and directed to the Executive Director of the Commission, care of Rob Moddelmog at the address identified in Section 9, above. All requests shall additionally be sent via electronic mail to Rob Moddelmog ([Rob.Moddelmog@coastal.ca.gov](mailto:Rob.Moddelmog@coastal.ca.gov)). A violation of deadlines established pursuant to the Mancuso Consent Agreement will result in stipulated penalties, as provided for in Section 14, above.

## **21. SEVERABILITY**

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

## **22. SUCCESSORS AND ASSIGNS**

The Mancuso Consent Agreement shall run with the land, binding Respondent and all successors in interest, lessees, heirs, and assigns of Respondent, and future owners of the Mancuso Property. Respondent agrees to and shall provide notice to all successors, heirs, assigns, and any potential purchasers of the Properties of any remaining obligations under the Mancuso Consent Agreement. The Mancuso Consent Agreement binds the parties listed in Section 4, and Respondent is responsible for the work required by the Mancuso Consent Agreement. The Mancuso Consent Agreement constitutes both administrative orders issued to Respondent and a contractual obligation between Respondent and the Commission, and therefore shall remain in effect and binding upon Respondent until all terms are fulfilled, regardless of whether Respondent owns or lives on the Mancuso Property.

## **23. MODIFICATIONS AND AMENDMENTS TO THE MANCUSO CONSENT AGREEMENT**

Minor, non-substantive modifications to the Mancuso Consent Agreement, including to the plans submitted hereunder, may be made subject to agreement between the Executive Director and Respondent. Otherwise, except as provided for in Section 20, above, the Mancuso Consent Agreement may be amended or modified only in accordance with the standards and procedures set forth in Sections 13188(b) and

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13197 of Title 14 of the California Code of Regulations.

## **24. GOVERNMENT JURISDICTION**

The Mancuso Consent Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of California.

## **25. LIMITATION OF AUTHORITY**

- 25.1 Except as expressly provided herein, nothing in the Mancuso Consent Agreement 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 Mancuso Consent Agreement and the authority to take enforcement action regarding Coastal Act violations beyond those that are specified in Section 5.13, above. Failure to enforce any provision of the Mancuso Consent Agreement shall not serve as a waiver of the ability to enforce those provisions or any others at a later time.
- 25.2 Correspondingly, Respondent has entered into the Mancuso Consent Agreement and agreed not to contest the factual and legal bases for issuance of the Mancuso Consent Agreement, and the enforcement thereof according to their terms. Respondent has agreed not to, and shall not, contest the Commission's jurisdiction to issue and enforce the Mancuso Consent Agreement.

## **26. NATURE OF ORDERS AND OF CONSENT**

- 26.1 The Mancuso Consent Agreement represents a mutual agreement between Respondent and the Commission to, among other things, resolve this matter in the most efficient way and to avoid the cost and uncertainty of contested administrative proceedings and potential litigation related to the Unpermitted Development, as that term is defined above. Respondent agrees that the jurisdictional requirements for issuance and enforcement of the Mancuso Consent Agreement have been met and agree to not contest the issuance or enforcement of the Mancuso Consent Agreement. Through the execution of the Mancuso Consent Agreement, Respondent agrees to comply with the terms and conditions of the Mancuso Consent Agreement. The Mancuso Consent Agreement authorizes and requires removal, restoration, and mitigation activities, among other activities, outlined in the Mancuso Consent Agreement. Nothing in the Mancuso Consent Agreement guarantees or conveys any right to undertake development on the Properties other than the work expressly authorized herein. Any development subject to Coastal Act permitting requirements that is not specifically authorized under the Mancuso Consent Agreement requires

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authorization or determination of exemption under the Coastal Act.

26.2 Respondent further agrees to condition any contracts for work related to the Mancuso Consent Agreement 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.

**27. COMPLIANCE WITH OTHER LAWS**

All work to be done under this Consent Order shall be done in compliance with all other applicable laws.

**28. INTEGRATION**

The Mancuso Consent Agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified except as provided in the Mancuso Consent Agreement.

**29. CERTIFICATION OF AUTHORITY**

The person who signs this document on behalf of the Mancuso Family Revocable Trust attests that they have the legal authority to bind the Mancuso Family Revocable Trust and represents that the aforementioned party owns the Mancuso Property.

**30. STIPULATION**

Respondent acknowledges, represents, and declares that they have carefully read the Mancuso Consent Agreement, knows the content and executes the same voluntarily and without duress or pressure. Respondent and their respective counsel have reviewed the Mancuso Consent Agreement, and the rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party will not be employed in the interpretation of the Mancuso Consent Agreement. Respondent understands that their consent is final and stipulates to issuance of the Mancuso Consent Agreement by the Commission.

IT IS SO STIPULATED AND AGREED:  
On behalf of Respondent:

Frank S. Mancuso, Trustee      5/10/23

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and Consent Administrative Penalty CCC-23-AP-02  
(Mancuso)

Date

Frank G. Mancuso, Sr., Trustee, Mancuso Family Revocable Trust

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

\_\_\_\_\_  
Dr. Kate Huckelbridge, Executive Director  
California Coastal Commission

\_\_\_\_\_  
Date

- Exhibit 1      Diagram of General Location of New Vertical Public Access Easement
- Exhibit 2      Diagram of General Location of New Public Parking Easement
- Exhibit 3      Diagram of Restoration Area

**ASSESSOR'S PARCEL NO. S:**

4460-032-008, -018, & 017 (LOS ANGELES COUNTY)

**LALAG DESCRIPTIONS:**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (APN: 4460-032-008)

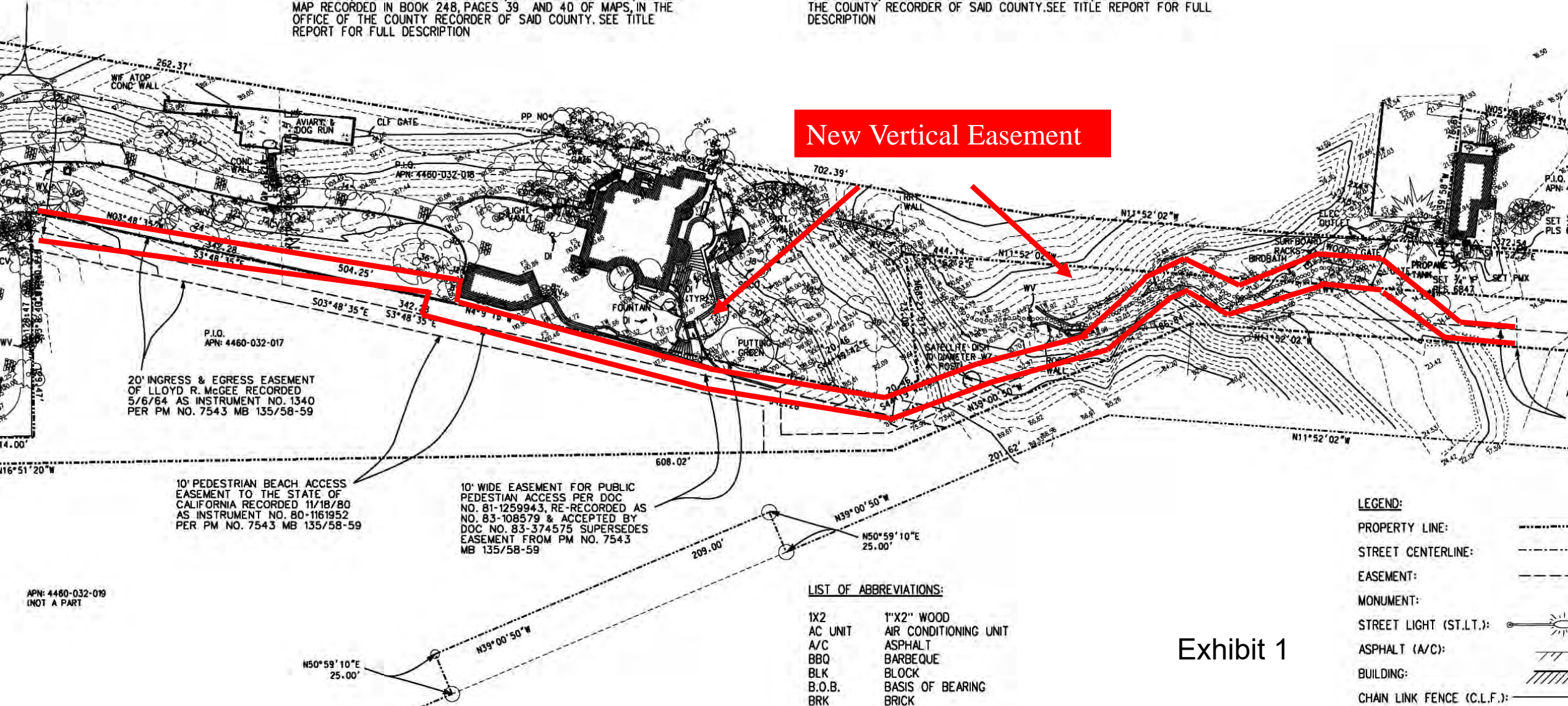
A PORTION OF LOT 13, BLOCK 2 OF TRACT NO. 12935, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 248, PAGES 39 AND 40 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SEE TITLE REPORT FOR FULL DESCRIPTION

CALIFORNIA, AS SHOWN ON MAP BOOK 248, PAGES 39 AND 40, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF PARCEL 2 OF PARCEL MAP NO. 7543, AS PER MAP RECORDED IN BOOK 135, PAGES 58 AND 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SEE TITLE REPORT FOR FULL DESCRIPTION

PARCEL 3: (APN: 4460-032-017)

A PARCEL BEING A PORTION OF LOT 14 IN BLOCK 2 OF TRACT NO. 12935, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP BOOK 248, PAGES 39 AND 40, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF PARCEL 2 OF PARCEL MAP NO. 7543, AS PER MAP RECORDED IN BOOK 135, PAGES 58 AND 59 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SEE TITLE REPORT FOR FULL DESCRIPTION

10' WIDE EASEMENT FOR PUBLIC PEDESTIAN ACCESS PER DOC NO. 81-1259943, RE-RECORDED AS NO. 83-108579 & ACCEPTED BY DOC NO. 83-374575 SUPERSEDES EASEMENT FROM PM NO. 7543 MB 135/58-59



**New Vertical Easement**

P.I.G. APN: 4460-032-017  
20' INGRESS & EGRESS EASEMENT OF LLOYD R. MCGEE RECORDED 5/6/64 AS INSTRUMENT NO. 1340 PER PM NO. 7543 MB 135/58-59

10' PEDESTRIAN BEACH ACCESS EASEMENT TO THE STATE OF CALIFORNIA RECORDED 11/18/80 AS INSTRUMENT NO. 80-1161952 PER PM NO. 7543 MB 135/58-59

10' WIDE EASEMENT FOR PUBLIC PEDESTIAN ACCESS PER DOC NO. 81-1259943, RE-RECORDED AS NO. 83-108579 & ACCEPTED BY DOC NO. 83-374575 SUPERSEDES EASEMENT FROM PM NO. 7543 MB 135/58-59

APN: 4460-032-019 (NOT A PART)

**LIST OF ABBREVIATIONS:**

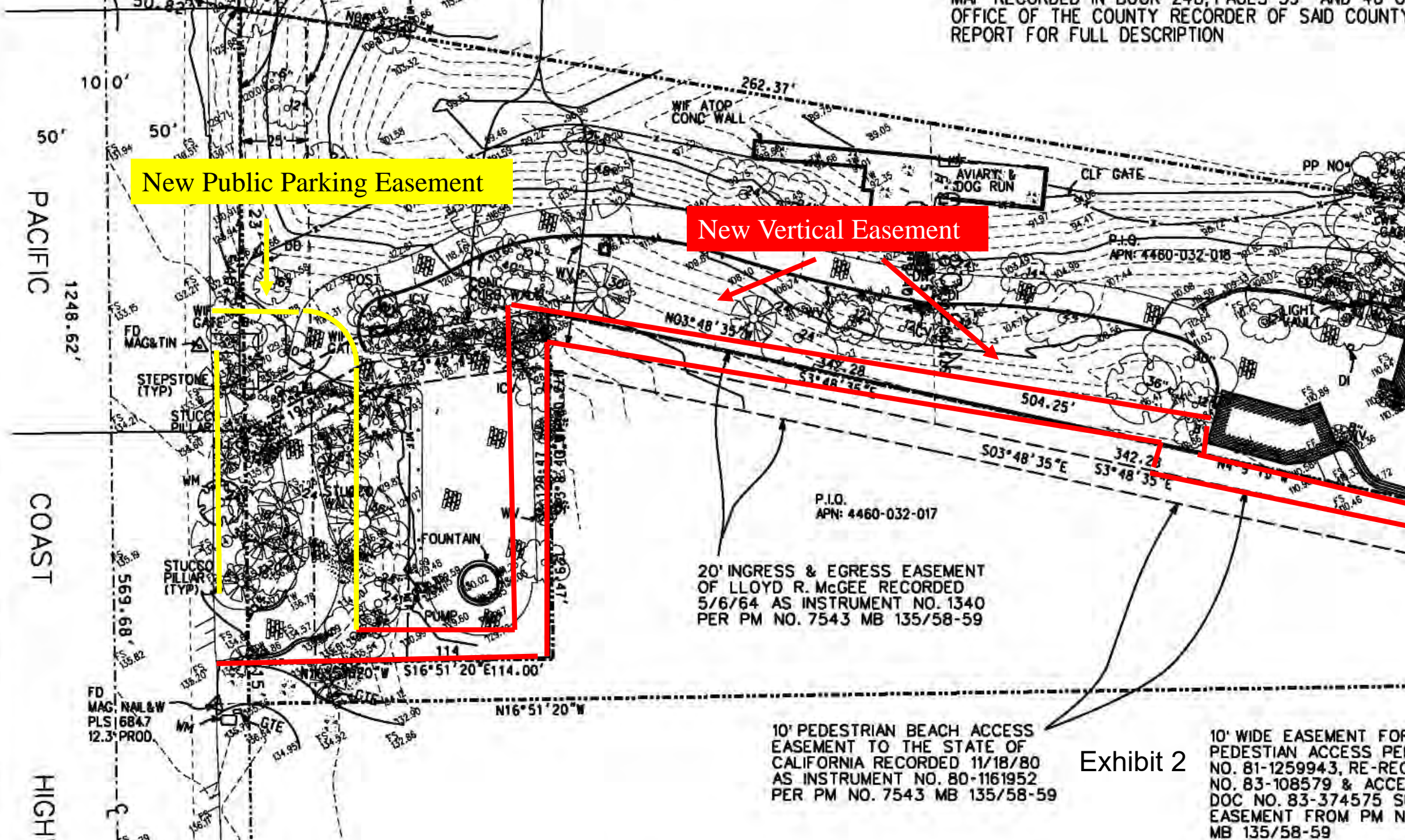
- 1X2 1"X2" WOOD
- AC UNIT AIR CONDITIONING UNIT
- A/C ASPHALT
- BBQ BARBEQUE
- BLK BLOCK
- B.O.B. BASIS OF BEARING
- BRK BRICK

**LEGEND:**

- PROPERTY LINE: - - - - -
- STREET CENTERLINE: - - - - -
- EASEMENT: - - - - -
- MONUMENT: [Symbol]
- STREET LIGHT (ST.LT.): [Symbol]
- ASPHALT (A/C): [Symbol]
- BUILDING: [Symbol]
- CHAIN LINK FENCE (C.L.F.): [Symbol]

Exhibit 1





New Public Parking Easement

New Vertical Easement

Exhibit 2

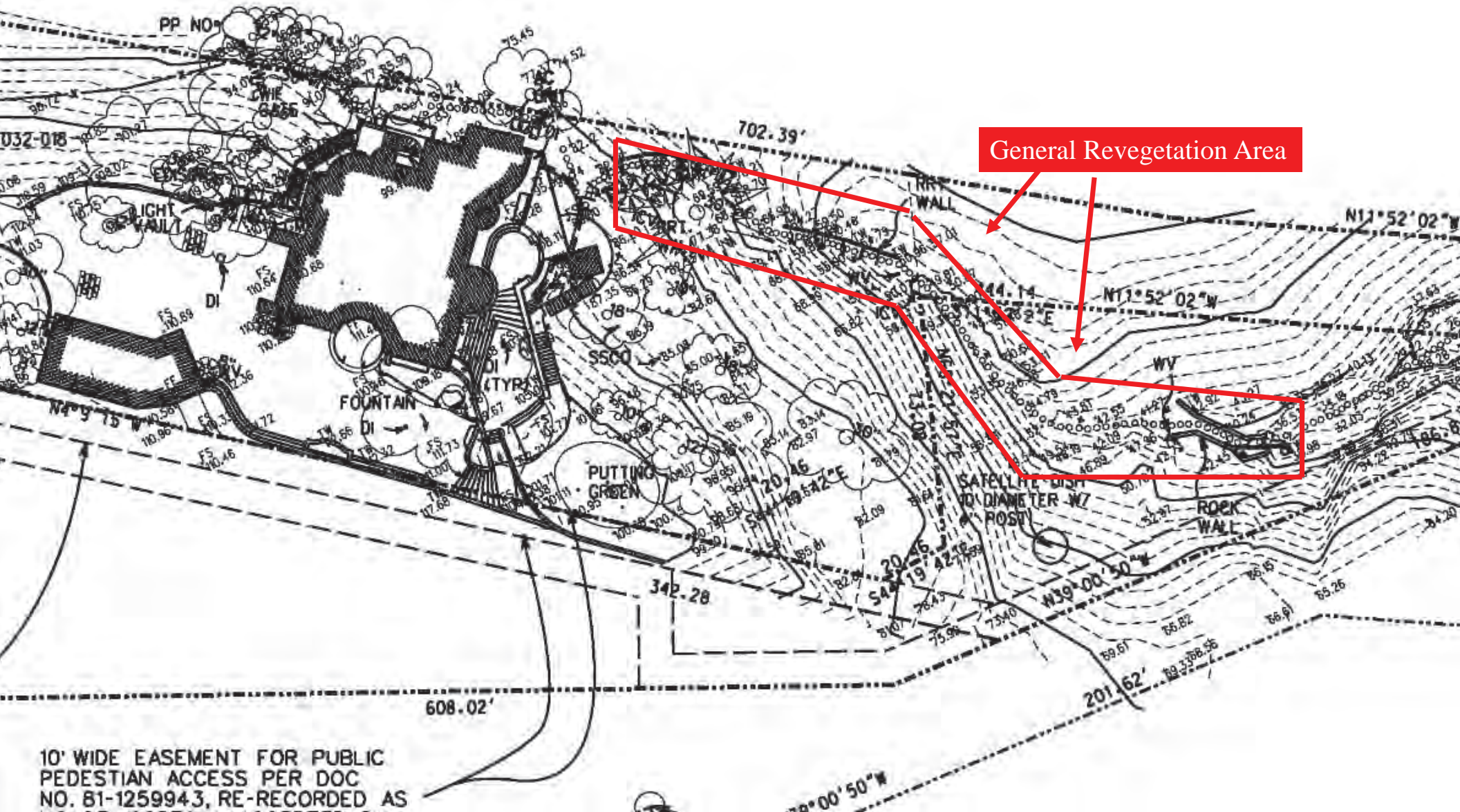


Exhibit 3