

**CONSENT AGREEMENT**  
**No. CCC-25-CD-02 and No. CCC-25-AP-02**  
**(6437 Meadows Court, Villa Anastasia LLC)**

These Consent Orders are an amicable agreement between the Commission and Respondents, as that term is defined below, to resolve violations of the Coastal Act located at 6437 Meadows Court, defined in Section 8.2 as "Property," in the interest of avoiding unnecessary costs and litigation. Respondents do not acknowledge any wrongdoing with respect to performing any development on the Property and further assert that these Consent Orders shall not be construed to suggest or imply any such wrongdoing by Respondents with respect to these allegations.

Respondents, nevertheless, agree that the jurisdictional requirements for issuance and enforcement of these Consent Orders, as that term is defined in Section 8.1, have been met and agree to not contest the issuance or enforcement of these Consent Orders.

**1.0 CONSENT CEASE AND DESIST ORDER CCC-25-CD-02**

Pursuant to its authority under Public Resources Code ("PRC") Section 30810, the California Coastal Commission ("the Commission") hereby orders and authorizes Villa Anastasia, LCC, its successors, assigns, agents, managers/members, contractors, and any persons or entity acting in concert with any of the foregoing (hereinafter collectively referred to as "Respondents") to take all actions required and authorized by Consent Cease and Desist Order No. CCC-25-CD-02 and Consent Administrative Penalty CCC-25-AP-02 (collectively hereinafter "Consent Orders"), including:

- 1.1 Cease and desist from engaging in any further development, as that term is defined in PRC Section 30106, that requires a Coastal Development Permit ("CDP") on the Property, unless authorized pursuant to the Coastal Act (PRC Sections 30000 to 30900), which includes development pursuant to these Consent Orders.
- 1.2 Fully and completely comply with the terms and conditions of CDP Nos. 5-81-011 and 5-91-130 and these Consent Orders, including by constructing, at Respondents' cost, a public access trail within the easement on the Property ("Easement"), established by the recordation of Tract Map No. 40912 and accepted by the County of Los Angeles on March 27, 1990, now owned by the Mountains Recreation and Conservation Authority ("MRCA"), as required by Special Condition 5 of CDP No. 5-81-011. These Consent Orders provide authorization under the Coastal Act for the development required herein, so long as such development is undertaken in accordance with the terms and conditions of these Consent Orders.

- 1.3 Obtain 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 these Consent Orders, and comply with the terms and conditions of such approvals/permits.
- 1.4 Refrain from any attempts to limit or interfere with public use of and/or access to or within the above-described public access easement.

## **2.0 CONSENT ADMINISTRATIVE PENALTY CCC-25-AP-02**

- 2.1 Pursuant to its authority under PRC Sections 30821 and 30821.3, the Commission hereby imposes upon Respondents and Respondents agree to pay and address administrative civil liabilities by complying with the terms and conditions enumerated herein, including in Section 7.0 of these Consent Orders.

## **3.0 TRAIL IMPROVEMENT AND ACCESS PLAN**

- 3.1 Within 90 days of the Effective Date of these Consent Orders, Respondents shall submit, for the review and approval of the Commission Executive Director, a proposed Trail Construction and Access Plan ("the Plan") that takes the form of an engineered plan prepared by a licensed engineer or trail contractor, containing all of the elements enumerated in this Section, for the construction of a new public hiking and equestrian trail within the easement located on the Property or New Easement as detailed in Section 3.2, in compliance with CDP Nos. 5-81-011 and 5-91-130.
- 3.2 The Plan shall include any development required to effectuate safe and reliable public access throughout the trail within the public access easement on the Property as determined by the County Department of Parks and Recreation.
  - A. New Public Access Easement. Respondents, as their sole option, may submit an "Easement Plan" to create a new public access easement for hiking and equestrian use ("New Easement"), for the review and approval by the Commission's Executive Director.
    - 3.2.A.1. The proposed location of the New Easement must remain entirely on the 6437 Meadows Court property and must remain the same width or larger as the original easement.
    - 3.2.A.2. The Easement Plan shall include a direct dedication of the New Easement to MRCA that includes all the necessary information to accomplish recordation of the New Easement, including but not limited to a

formal metes and bounds, legal descriptions, and corresponding graphic descriptions of the New Easement, which shall be prepared by a licensed surveyor, as well as current (within 30 days of this submittal) Preliminary Title Report for the property, issued by a licensed title company.

- 3.2.A.3. The Easement Plan shall be prepared by a qualified professional acceptable to the Executive Director and shall include written and graphic depictions of the location(s) of public access signage, the boundaries of the New Easement, and where the easement connects to other existing easements within the Meadows Court subdivision.
- 3.2.A.4. The Easement Plan must contain certification from MRCA that they approve of the New Easement location and proposed trail location.
- 3.2.A.5. Upon certification by the Executive Director of the Easement Plan as compliant with the terms and conditions of CDPS No. 5-81-011 and 5-91-130 and these Consent Orders, Respondents shall undertake all the steps necessary to effectuate the direct dedication of the New Easement within sixty (60) days of completion of the public access hiking and equestrian trial. The New Easement must be recorded free of all prior liens and encumbrances that the Executive Director determines would affect the interest being conveyed. Within sixty (60) days of recordation of the New Easement, Respondents shall provide evidence, including 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 an updated Preliminary Title Report for the Property, reflecting the New Easement running in the chain of title for the Property, recorded free of prior liens and encumbrances.
- 3.2.A.6. The obligations in these Consent Orders shall run with the land and bind any person or entity that comes to own the Property upon which the New Easement is recorded.

- 3.2.A.7. Easement Extinguishment. Respondents shall provide evidence that the New Easement is legally dedicated to MRCA, properly recorded in the Los Angeles County Recorder's office, and made open and available to the public, at which time the Executive Director will approve the closure and vacation of the Easement. Commission staff shall then prepare an extinguishment document that all relevant parties will be parties to, for extinguishment of the existing Easement.
  - 3.2.A.8 Failure to Relocate Easement. In the event that Respondents have not fully implemented an approved Easement Plan such that public access across the New Easement is not open and fully operational within thirty (30) days after construction of the hiking and equestrian trail, Respondents shall be subject to stipulated penalties, as provided for in Section 7.2.
- 3.3 Respondents shall demonstrate, to the satisfaction of the Executive Director, that the public access trail is designed to the County Department of Parks and Recreation standards. Prior to submitting the Plan, Respondents shall consult with MRCA to ensure that the Plan provides adequate public access across the easement and complies with applicable public trail requirements.
- 3.4 Prior to the preparation of the Plan, Respondents shall submit for the Executive Director's review and approval, the qualifications of the proposed engineer or trail contractor, including a description of their background, training, and experience.
- 3.5 The Plan must contain the following components and design criteria/constraints:
  - A. The trail shall remain 8 feet in width.
  - B. If mechanized equipment is to be used, the Plan must specify the following information:
    - 1) Type of mechanized equipment that will be used for removal activities;
    - 2) Length of time equipment will be used;
    - 3) Hours of operation of mechanized equipment;
    - 4) Contingency plan that addresses clean-up and disposal of released materials and water quality concerns in case of a spill of

fuel or other hazardous release from the use of mechanized equipment; and

5) Measures to be taken to protect water quality.

- C. Detailed information on measures to be taken to protect existing public access throughout the Meadows Court subdivision and parking on Pacific Coast Highway and detailed information on the construction access and staging routes.
  - D. Proposed drainage infrastructure of the trail surface and drainage infrastructure to maintain adequate flows based on the historic conveyance of the drainage course, and to ensure long term viability of the public trail.
  - E. Long term erosion control measures to ensure long term viability of the public trail.
  - F. Site specific geology and soil reports, included with a detailed description of the amount of cubic yards to be cut and filled.
  - H. Striping of a crosswalk at Meadows Court Drive where the trail crosses the road.
- 3.6 Respondents shall install up to ten (10) directional signs throughout the entire length of the trail, extending beyond the Property, at locations to be determined by MRCA. The Commission will provide a sign template to Respondents.
- 3.7 Respondents shall install two benches at a location to be determined by MRCA. Respondents may submit a request to MRCA to name one bench, subject to MRCA and the Commission's approval. The name request shall include the phrase: "in conjunction with MRCA and the California Coastal Commission."
- 3.8 All work to be performed under these Consent Orders shall be done in compliance with all applicable laws.

#### **4.0 TEMPORARY EROSION CONTROL PLAN**

- 4.1 Respondents shall submit, as part of the Plan, a Temporary Erosion Control Plan, prepared by a qualified Specialist approved pursuant to Section 3.4, to stabilize the soil and prevent erosion, to address ground disturbance during any construction activities, and to stabilize the soil and prevent erosion during the construction of the public access trail.
- 4.2 The Temporary Erosion Control Plan shall indicate that all erosion control measures are required to be installed and fully functional in the public access easement prior to, or concurrent with, the initial removal activities required by these Consent Orders and maintained at all times of the year throughout the trail construction process to minimize erosion across the site, and consistent with the

deadlines established herein for the removal of the temporary erosion control measures.

- 4.3 The Temporary Erosion Control Plan shall include: 1) a narrative report describing all temporary run-off and erosion control measures to be used during and after trail construction; 2) identify and delineate on the site the location of all temporary erosion control measures; and 3) specify that the grading, removal work, and installation of erosion control features shall take place only during the dry season (June 15 through October 31). If recommended by the Specialist, this period may be extended for a limited period of time pursuant to Section 1.0 below.
- 4.4 All temporary construction related erosion control materials shall be comprised of bio-degradable materials, including the material used to encase fiber rolls and other erosion control devices. To minimize wildlife entanglement and plastic debris pollution, the use of temporary rolled erosion and sediment control products with plastic netting (such as polypropylene, nylon, polyethylene, polyester, or other synthetic fibers used in fiber rolls, erosion control blankets, and mulch control netting) is prohibited. Any erosion-control associated netting shall be made of natural fibers and constructed in a loose-weave design with movable joints between the horizontal and vertical twines.
- 4.5 The erosion control measures shall remain in place and be maintained at all times of the year until construction is complete, or in the case of erosion control measures for winter rainstorms, until such time period established by the approved Plan, and then all such measures shall be removed and properly disposed of by Respondents. Verification of such removal shall be provided in the monitoring or completion report for the monitoring report period during which the removal occurred.
- 4.6 The Temporary Erosion Control Plan shall include the following deadlines:
  - 4.6.1 Within 30 days of the approval of the Plan by the Executive Director, Respondents shall commence the implementation of the Temporary Erosion Control Plan.
  - 4.6.2 Within 30 days of commencing installation activities under the Temporary Erosion Control Plan, Respondents shall conclude installation.
  - 4.6.3 Within 30 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 Section 6.0 below. The Temporary Erosion Control Plan Report shall also show the devices installed, the type of devices installed, and document their impact, if any.

## **5.0 REMOVAL PLAN**

- 5.1 Respondents shall submit, as part of the Plan, a Removal Plan, prepared by a qualified Specialist approved pursuant to Section 3.4. The Removal Plan shall include a description of the location, identity, and proposed plan for the removal of all physical items resulting from Unpermitted Development to be removed from within the public access easement on the Property, including, but not limited to, vegetation and the items specifically identified in Section 8.3.
- 5.2 Respondents shall describe in detail the sequence of work and clearly specify when removal activities shall be undertaken and how long removal work is expected to last.
- 5.3 The Removal Plan shall identify the location of the disposal site(s) for the 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 Coastal Development Permit shall be required for such disposal. All hazardous waste must be disposed of at a suitable licensed disposal facility.
- 5.4 The Removal Plan shall indicate that removal activities shall not disturb areas outside the Property.
- 5.5 The Removal Plan shall identify all mechanized equipment that could be used in any phase of the removal and clearly describe how it will be used.
- 5.6 The Removal Plan shall include the following deadlines:
  - 5.6.1 Within 30 days of the completion of the implementation of the Temporary Erosion Control Plan, Respondents shall initiate removal of the physical items related to the Unpermitted Development.
  - 5.6.2 Within 60 days of commencing the implementation of the Removal Plan, all removal activities shall be completed.
  - 5.6.3. Within 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 Section 6.0 below, showing that the removal has been completed pursuant to the approved Plan.

## **6.0 MONITORING**

- 6.1 The Plan shall include a Monitoring Plan prepared by a qualified Specialist, approved pursuant to Section 3.4 above, that will provide for monitoring the public access easement in perpetuity to ensure successful construction and the long term viability of the public access trail.

- 6.2 The Monitoring Plan shall include a site survey showing the public access easement and hiking trail, with specific photo points that will be used for the annual reports and site visits described below.
- 6.3 The Monitoring Plan shall specify that the Specialist shall conduct at least two (2) site visits annually for the purpose of inspecting and maintaining, at a minimum, the following: all erosion control measures and continued viability of the trail. It is Respondents' obligation to ensure the long term viability of the trail that will meet the established success criteria, which may necessitate more site visits than required herein.
- 6.4 After five (5) years since the completion of trail construction, Respondents shall submit, for the review and approval of the Executive Director, a detailed report prepared by the Specialist that documents the successful construction and continued use of the public access trail. If the Executive Director determines from this final report that the trail construction has in part, or in whole, been unsuccessful, based on the requirements of the approved Plan, Respondents shall submit a Revised Plan, in accordance with the requirements of these Consent Orders, and the monitoring program shall be revised accordingly.
- 6.5 The Monitoring Plan shall include the following deadlines:
  - 6.5.1 Within 90 days of the effective date of completion of construction of the trail, Respondents shall submit, for review and approval of the Executive Director, the Monitoring Plan.
  - 6.5.2 The monitoring period shall begin immediately upon the full implementation of the Plan and shall extend for five (5) years.
  - 6.5.3 Respondents shall submit no later than December 31 of the first year of monitoring and subsequently on an annual basis and during the same one-month period of each year from the completion of the Plan, for the review and approval of the Executive Director, a monitoring report.
  - 6.5.4 After five (5) years since the completion of the trail construction, Respondents shall submit, for the review and approval of the Executive Director, a detailed report prepared by the Specialist that documents the successful implementation of the Plan.

## **7.0 SETTLEMENT AND COMPLIANCE OBLIGATIONS**

- 7.1 In light of the intent of the parties to resolve these matters in settlement, Respondents have agreed to pay, and the Commission hereby orders Respondents to pay, a monetary settlement, which includes settlement of



financial liability pursuant to PRC section 30821, as well as other sections in Chapter 9 of the Coastal Act, in the amount of \$350,000. The settlement monies shall be paid over the course of three years. One payment of \$100,000 shall be paid to the Mountains Recreation and Conservation Authority, directed to the account specified by MRCA to provide funds to support ongoing operation, maintenance, and other costs associated with the public access trail required by CDP 5-81-011 and 5-9-130 within 180 days of the issuance of these Orders. One payment of \$100,000 shall be deposited in the Violation Remediation Account of the California Coastal Conservancy Fund (see Public Resources Code Section 30823) and as designated by the Executive Director within 18 months of the issuance of these Orders. One payment of \$150,000 shall be deposited in the Violation Remediation Account of the California Coastal Conservancy Fund (see Public Resources Code Section 30823) and as designated by the Executive Director within 36 months of the issuance of these Orders. All settlement payments shall be submitted to the Commission's Headquarters office, at the address provided in Section 11.0, to the attention of Shelby Wayment of the Commission, payable to the account designated under the Coastal Act ("Violation Remediation Account of the California Coastal Conservancy Fund") and shall include a reference to these Consent Orders by Number. The portion of the settlement payment to MRCA shall be directed to the account specified by MRCA to provide funds to support ongoing operation maintenance.

- 7.2 Strict compliance with these Consent Orders by all parties subject thereto is required. Respondents' failure to comply with any term or condition of these Consent Orders, including any deadline contained within these Consent Orders, unless the Executive Director grants an extension under Section 17.0, will constitute a violation of these Consent Orders and shall result in Respondents being liable for stipulated penalties in the amount of \$1,000 per day per violation for as long as the violation persists. Respondents shall pay stipulated penalties regardless of whether Respondents have subsequently complied. If Respondents violate these Consent Orders, nothing in these Consent Orders 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, 30821.3, 30821.6, or 30822 as a result of the lack of compliance with these Consent Orders and for the underlying Coastal Act violations described herein.

## **8.0 DEFINITIONS COMMON TO ALL ORDERS**

- 8.1 Consent Orders: Consent Cease and Desist Order No. CCC-25-CD-02 and Consent Administrative Penalty CCC-25-AP-02 are referred to in this document collectively as these Consent Orders.

8.2 Property: The property that is the subject of these Consent Orders, and hereby collectively referred to herein as “Property”) is described as follows: 6437 Meadows Court, Malibu, CA 90265, APN 4460-008-040.

8.3 Unpermitted Development: The phrase “Unpermitted Development” as used herein means all “development” as that term is defined in PRC Section 30106 that has occurred on the Property and required authorization pursuant to the Coastal Act but for which no such authorization was obtained including, but not limited to: Unpermitted development and development inconsistent with Coastal Development Permit Nos. 5-81-001 and 5-01-130, including placement and maintenance of a fence, garden wall, ornamental vegetation, and other structures within a public trail easement, obstruction of public access, and failure to construct a public access trail within the easement.<sup>1</sup>

## **9.0 PROVISIONS COMMON TO THESE CONSENT ORDERS**

### **9.1 PERSONS SUBJECT TO THESE CONSENT ORDERS**

Villa Anastasia LLC; its successors; assigns; agents; managements/members; contractors; and any persons or entity acting in concert with any of the foregoing are jointly and severally subject to all of the 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 to comply with the terms of these Consent Orders. Respondents shall provide notice to any and all successors in interest of any restrictions or obligations under these Consent Orders.

## **10.0 NATURE OF ORDER AND OF CONSENT**

10.1 These Consent Orders represent a mutual agreement between Respondents and the Commission to, among other things, resolve this matter in the most efficient way and to avoid the cost and delays of contested administrative proceedings and potential litigation related to the Unpermitted Development, as that term is defined in Section 8.3 above. Respondents agrees that the jurisdictional requirements for issuance and enforcement of these Consent Orders have been

met, agrees to not contest the issuance or enforcement of these Consent Orders, and agrees to comply with the terms and conditions thereof.

These Consent Orders order and authorize the removal and temporary erosion controls, among other activities, outlined in these Consent Orders. Through the execution of these Consent Orders, Respondents agrees to comply with these

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<sup>1</sup> The unpermitted fence and garden wall on the Property were constructed by a former owner and prior to the ownership of Respondents. The unpermitted fence and garden wall were removed prior to Respondents' ownership and are no longer located on the property.

Consent Orders including the terms and conditions described herein. 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.

Any development on the Properties that is subject to Coastal Act permitting requirements that is not specifically authorized under these Consent Orders requires a Coastal Development Permit. Nothing in these Consent Orders guarantees or conveys any right to development on the Properties other than the work expressly authorized by these Consent Orders, including all of the terms and conditions herein. Likewise, nothing in these Consent Orders will restrict the submittal of any future application(s) by Respondents for Coastal Development Permits for proposed development on the Properties.

- 10.2 Respondents further agrees 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.

## **11.0 SUBMITTAL OF DOCUMENTS**

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

California Coastal Commission  
Attn: Shelby Wayment  
455 Market Street, Suite 300  
San Francisco, CA 94105

With a copy sent to:

California Coastal Commission  
Attn: Cameron Lee  
89 S California Street, #200  
Ventura, CA 93001

All documents shall also be sent in electronic-compatible format via electronic mail to Shelby Wayment at [Shelby.Wayment@coastal.ca.gov](mailto:Shelby.Wayment@coastal.ca.gov) and to Cameron Lee at [Cameron.Lee@coastal.ca.gov](mailto:Cameron.Lee@coastal.ca.gov).

## **12.0 SITE ACCESS**

Respondents shall not impede access to the Property by Commission staff or any other agency having jurisdiction over the work being performed under these Consent Orders. Commission staff may enter and move freely about the portions of the Property on which Unpermitted Development occurred and on which the

removal and trail construction activities are to be implemented pursuant to these Consent Orders, including, but not limited to the following areas: (1) any areas where work is to be performed pursuant to these Consent Orders, (2) adjacent areas in order to view locations where work is being performed pursuant to the requirements of these Consent Orders, and (3) any other areas where evidence of compliance with these 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.

### **13.0 EFFECTIVE DATE AND TERMS OF THE ORDER**

These Consent Orders shall become effective on the date these Consent Orders are approved by the Commission. These Consent Orders shall remain in effect permanently unless and until rescinded by the Commission.

### **14.0 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-25-CD-02 and Consent Administrative Penalty No. CCC-25-AP-02”. The Commission has ordered and authorized the activities required under these Consent Orders and determined them to be consistent with the resource protection policies set forth in certified Malibu Local Coastal Program and the Chapter 3 of the Coastal Act.

### **15.0 COMMISSION JURISDICTION**

The Commission has jurisdiction over resolution of these Coastal Act violations on the Property pursuant to Public Resources Code (PRC) Sections 30810 and 30821. In light of the desire of the parties to settle this matter, 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 court of law having jurisdiction.

### **16.0 REVISIONS OF DELIVERABLES**

The Executive Director may require revisions to deliverables required under these Consent Orders, and Respondents 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.

## **17.0 MODIFICATION OF DEADLINES**

Prior to the expiration of any of the deadlines established by these Consent Orders, Respondents may request from the Executive Director an extension of any such unexpired deadlines. Such a request shall be made in writing at least 10 days in advance of the deadline and directed to the Executive Director, care of Shelby Wayment, at the address identified in Section 11.0. A violation of deadlines established pursuant to these Consent Orders will result in stipulated penalties, as provided for in Section 7.2.

## **18.0 RESOLUTION OF MATTER VIA SETTLEMENT**

In light of the intent of the parties to resolve these matters in settlement, Respondents have not submitted a "Statement of Defense" form as provided for in Section 13181 of Title 14 of the California Code of Regulations and have agreed not to contest the legal and factual bases for, or 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 Order and Administrative Penalty Proceedings dated May 7, 2024. 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, and have agreed that the jurisdictional prerequisites for these proceedings have been met.

## **19.0 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.

## **20.0 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 specifically enumerated in Section 8.3, 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, 30821, 30821.3, and 30822, provided that the obligations of these Consent Orders 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 on the Property beyond those that are the subject of the specific violations of the Coastal Act enumerated in Section 8.3.

## **21.0 NO LIMITATION OF AUTHORITY**

- 21.1 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 these Consent Orders and the authority to take enforcement action regarding Coastal Act violations beyond those that are specified in Section 8.3 of these Consent Orders. 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.
- 21.2 Correspondingly, Respondents have entered into these Consent Orders and have waived their right 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.

## **22.0 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.

## **23.0 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 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 or their agents in carrying out activities pursuant to these Consent Orders.

## **24.0 GOVERNMENTAL JURISDICTION**

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

## **25.0 SUCCESSORS AND ASSIGNS**

These Consent Orders are binding upon Respondents, including all successors in interest, heirs, and assigns of Respondents. These Consent Orders bind the parties listed in Section 9.1, and Respondents are responsible for all requirements of these Consent Orders. 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 and binding upon Respondents until all terms and conditions are fulfilled, regardless of whether Respondents own the Property.

## **26.0 MODIFICATIONS AND AMENDMENTS**

Except for minor, immaterial matters upon mutual written agreement between the Executive Director and Respondents, Respondents agree to not modify these Consent Orders indirectly by seeking a permit or an amendment to an existing permit that would purport to authorize (i) any activity that is inconsistent with the terms and intent of these Consent Orders or (ii) any forbearance from any obligation under these Consent Orders. Otherwise, these Consent Orders may be amended or modified only in accordance with the standards and procedures set forth in Sections 13188(b) 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 CERTIFICATION OF AUTHORITY**

The signatory below attests that they have the legal authority to represent and bind the Respondents in this agreement.

## **29.0 COMPLIANCE WITH OTHER LAWS**

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

## **30.0 CERTIFICATION OF REVIEW**

Respondents acknowledge, represent, and declare that they have carefully read these Consent Orders, know the content and execute the same voluntarily and without duress or pressure. Respondents and their respective counsel have

reviewed these Consent Orders, 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 these Consent Orders. Respondents understand that their consent is final and stipulate to issuance of these Consent Orders by the Commission.

IT IS SO STIPUALTED AND AGREED:

On behalf of Respondents:

  
\_\_\_\_\_

06/23/2025 Date

Kirill Ayzenberg, Villa Anastasia, LLC Agent

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

\_\_\_\_\_  
DR. KATE HUCKELBRIDGE  
Executive Director  
California Coastal Commission

\_\_\_\_\_  
Date