

**CALENDAR ITEM
64**

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J. Rader

S. Lehman

CONSIDER A PROPOSED BOUNDARY LINE AGREEMENT THAT WOULD SET THE PERMANENT BOUNDARY BETWEEN SOVEREIGN TIDE AND SUBMERGED LAND AND PRIVATE UPLAND AT THE PROPOSED DESIGN TOE OF A REVETMENT; CONSIDER THE ALTERNATIVE OF A LEASE FOR THE REVETMENT, IN FRONT OF THE SEACLIFF BEACH COLONY, VENTURA COUNTY

Applicant

Seacliff Beach Colony Homeowners Association
5346 Rincon Beach Park Drive
Ventura, CA 93001

Summary

The issue before the Commission involves an existing rock revetment constructed on the Seacliff beach in the 1970s and a current project for its proposed repair. There is a fundamental disagreement of both the applicable facts and law as to whether the site of the revetment is on public lands under the Commission's jurisdiction or private property owned by the Seacliff Beach Colony Homeowners Association ("HOA" or "Applicant"). The HOA has requested that its proposal for a boundary line agreement ("BLA") between the HOA and the California State Lands Commission ("CSLC" or "Commission") be brought before the Commission for consideration. The HOA's proposal is set forth in the letter of September 22, 2010, and is attached as Exhibit B.¹ The proposal, if implemented, would permanently fix the boundary between sovereign tide and submerged lands of the Pacific Ocean and private uplands at the proposed design toe of a project to repair an existing revetment that is located between the

¹ The Applicant incorrectly cites Public Resources Code section 6307(c)(7) as the authority for a boundary line agreement. That citation refers to one of several findings the Commission must or could make when approving a land exchange. Although the Applicant did not raise the possibility of a land exchange in its recent letter, the land at the center of this dispute is ineligible for such an exchange. California Constitution Article X, Section 3 and California Public Resources Code section 6307. The correct section for a boundary line agreement is California Public Resources Code section 6357. The Commission staff proposed a boundary line agreement with the HOA as an option to resolve the boundary dispute, but the proposal, which differed significantly from what the HOA is currently proposing, was rejected by them due to disagreement on the facts and law affecting the location of the proposed boundary.

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ocean and the homes of the HOA.² Based on staff's investigation, including the factual evidence showing that the location of the mean high tide line (boundary between upland private lands and state owned tide and submerged lands) just prior to construction of the existing revetment underlies a substantial portion of the existing revetment and proposed revetment repair, Commission, staff recommends that the Commission reject HOA's proposal.

The Applicant's original application, submitted in 2008, was for a lease. A staff report recommending a lease with the HOA for this repair project, which involves the placement of an additional 5,000 tons of rock along 2,040 feet of beach, was placed on the agenda and subsequently pulled from three prior Commission meetings at the request of the HOA.³

Background

The Seacliff Beach Colony residential development ("Colony") was constructed in two phases. The first phase of the development occurred in the 1950s when the upland property owners, represented by Walter Hoffman and other family members (hereafter "Hoffman"), entered into a series of lot leases with individuals that allowed construction of vacation houses on the uplands.⁴ The second phase was constructed in the 1980s following the creation of ten additional lots at the down-coast end of the Hoffman property.

In January 1970, the California Department of Public Works, Division of Highways (now the California Department of Transportation, hereafter "Caltrans") obtained a lease from the Commission (Lease PRC 4402) to construct a 8,800-foot section of Highway 101 on to-be-filled tide and submerged lands up-coast of the Colony, including construction of a six-lane freeway with a "cloverleaf" off-ramp adjacent to the Seacliff Beach Colony. Subsequently, the Commission, Caltrans and the private property owners (including Hoffman) entered into a boundary line agreement (BLA 117) which resolved and fixed the boundary upcoast and included the first six lots of the Colony, allowing the freeway development to proceed.

Survey and Title History and Boundary Analysis

The upland property at this location involves land that was in the federal public domain. In 1870, the United States Coast Survey created a topographic map of the area, Register Number 1189, which depicted the shoreline at that time. The uplands at the subject location were conveyed into private ownership by the

² The Commission, at its December 17, 2009 Meeting (Minute Item 39), directed staff to include a provision in future boundary and title settlement agreements that the Public Trust Easement will continue to move with submergence or when subject to the ebb and flow of the tide.

³ Commission meetings of: October 16, 2008, Item 32; December 3, 2008, Item 28; August 20, 2010, Item 54.

⁴ In 1973, 33 of the 40 lots leased to individuals had mailing addresses other than at the Seacliff Beach Colony.

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United States to Robert A. Callis by Homestead Entry Patent, Serial No. 81, dated June 13, 1878. This patent is the base title for the Colony's property.

There were three lots, totaling 156.47 acres, included in that patent. The township surveys for this location (Section 17, Township 3 North, Range 24 West, San Bernardino Meridian) began on February 20, 1871, with the final survey being approved November 9, 1871. That survey, conducted by W. H. Norway in 1871, meandered the high water mark of the Pacific Ocean as reflected on the Official United States Government Plat (Exhibit C).

The first deed for the HOA's property that the CSLC staff has located after the 1878 patent was in 1927. By grant deed dated September 30, 1927, A.L. Hobson deeded a portion of his upland parcel to Grace Smith. The waterward boundary as described in the deed was the "mean high tide line" ("MHTL"). When plotted, the MHTL as described in the deed approximates the southerly extension of the ordinary high water mark per the survey and map ("The Kingsbury Map") approved by the former Surveyor General and then Chief of the Division of State Lands, W. S. Kingsbury in 1930,⁵ discussed below, and the rear lot lines as deeded to the individual homeowners in June 2005. This line varies, but is an average of approximately 12 feet landward of a 1970 MHTL based upon a topographic survey prepared by Caltrans just before the construction of the subject revetment in 1972. Additional background regarding the MHTL is discussed below.

The Kingsbury Map, approved by the Division of State Lands in August 1930, was produced in connection with the issuance of oil and gas permits and leases that were applied for pursuant to the 1921 Tidelands Leasing Act (Chapter 303, Statutes of 1921). The State Surveyor General, W. S. Kingsbury, then a statewide elected official and predecessor to the State Lands Commission,⁶ upon advice from California Attorney General U. S. Webb, refused to issue the leases and permits for tideland oil and gas drilling in this area. The California Supreme Court in the case, *Boone v. Kingsbury* (1928) 206 Cal.148, directed that the permits and leases be issued. Within a month the Legislature and Governor repealed Chapter 303. However, oil and gas leases were granted prior to the repeal of the statute and some are still active leases.

Another survey in this area was performed by a local surveying company, Lewis and Lewis Civil Engineers and Land Surveyors in 1927, likely for oil and gas leasing. This survey extends southerly over the northernmost 22 lots of Seacliff.

⁵ The terms "map" and "survey" are frequently used interchangeably. Technically, a "survey" refers to an actual survey conducted by a surveyor for the purpose of locating points on or near the surface of the earth and is generally documented by field notes or maps.

⁶ Between 1850 and 1929, the Surveyor General was an elected State Constitutional Officer. The Commission is the successor agency of that office and the Division of State Lands. (Chapter 104, Statutes of 1850, Chapter 516, Statutes of 1929; Chapter 948, Statutes of 1941).

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This line, referred to as the Ramelli line, based upon field book notes, lies 15 to 50 feet landward of the location of the 1970 MHTL.⁷

In 1933, the U.S Coast and Geodetic Survey prepared a topographic map Register Number 4854 along the coast from Rincon Point to Seacliff. This survey showed a beach of sand and cobblestone with a mean high water line similar to the 1970 MHTL, but fluctuating both landward and waterward at different locations.

Also in 1933, the State of California Department of Public Works Division of Highways prepared a right-of-way map. That map shows the MHTL at the location of the 1927 deed and is located approximately 12 feet landward of the 1970 MHTL.

In April 1953, this area was surveyed by Commission staff. The purpose of the survey was to establish a baseline location to determine whether oil drilling in the Rincon Oil Field was causing subsidence. The Commission approved the survey and directed its recordation.⁸ This survey located the ordinary high water mark at the time of the survey at an average of 45 feet waterward of the 1970 MHTL.

Also in 1953, there was the unrecorded lease map filed with the Ventura County Surveyor's Office as Map No. C-15-1, dated November 26, 1953. The map shows the waterward boundary of the individual lots at substantially the same location as located by Commission staff in April 1953. Like the 1953 CSLC survey, the this lease map shows that the waterward boundary is an average of 45 feet waterward of the 1970 MHTL. This lease map is referenced on the 1972 Record of Survey, discussed below.

A 1970 Caltrans topographic map represents the last known map of the area prior to the construction of the freeway in 1970 and the 1972 revetment construction in front of the Seacliff properties. This topographic map was compiled from aerial photographs taken on June 25, 1970.⁹ The elevation contours on the 1970 map were then used to interpolate a mean high tide line.

Based on the quality of the map and the timing of the aerial survey, Commission staff concludes that the 1970 Caltrans map is the **best evidence** of the true location of the legal boundary between State-owned sovereign lands and uplands. The basis for this conclusion is that this evidence reflects the boundary

⁷ Commission staff has located both maps and field books of the Ramelli survey. The Ramelli survey surveyed all the way to what is now Lot 22 within the Seacliff Colony.

⁸ Commission meeting of December 17, 1954, Item 32.

⁹ This was a topographic survey and map prepared by Caltrans under aerial survey contract # 7001-194 compiled December 30, 1970 with aerial photos taken on June 25, 1970. Typically summer conditions reflect a wider sandy beach with a seaward location of the MHTL. Other aerial photography reviewed by Commission staff from 1969 indicates a similar landward shoreline.

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at the time of the placement of the revetment on the shore, thereby fixing the MHTL's last natural location.

Caltrans also performed field surveys to support its report "Beach Monitoring Report Punta Gorda to Pitas Point." ("1975 Caltrans Report")¹⁰ Commission staff has recently acquired from Caltrans, through a Public Records Act request, the surveyed cross-sections from May 1972. Caltrans also graphed the changes in the location of the ordinary high tide line from 1953 to April of 1975 indicating a shoreline subject to erosion and includes those graphs in the aforementioned report. These cross sections show that the revetment was placed waterward of both the 1970 MHTL and the 1972 MHTL as surveyed by Caltrans in field book TVE101F pages 1242-1254.

Documents filed by Caltrans in a lawsuit brought in 1972 by the then owners of the upland, discussed more below, and from the Commission's own January 1970 minutes, indicate the property owners had expressed concerns regarding the potential risk of erosion once the freeway construction occurred. From Caltrans documents, the evidence indicates that this stretch of beach was comprised of small cobbles and a thin layer of sand and was already subject to naturally occurring erosion. Based on the commitment by Caltrans to study the situation and respond to the concerns regarding erosion, it is reasonable to infer that the purpose of the 1970 Caltrans survey was to address those concerns and document conditions just prior to any construction activities taking place.

The most recent Caltrans Right-of-Way map CSLC staff has acquired is one that was last revised in January 1974.¹¹ The purpose of the January 1974 map was to show respective property ownership interests in and around State Route 101. The Right-of-Way map purports to delineate a boundary between private uplands and sovereign lands at the mean high tide line and references the 1927 deed. The final revision in 1974 to the map was conducted after the first portion of the revetment was completed, but prior to the construction of the second project in 1976. This map locates the mean high tide line at the same location as the 1927 deed, which is approximately 12 feet landward of the 1970 MHTL.

In 2005, Seacliff Land, LLC granted two parcels to the Seacliff Beach Colony Homeowners Association. The revetment is located within the land description of the deed granting these two parcels. This is the most recent deed that Commission staff is aware of and it is the document upon which the HOA bases its claims to the land beneath the revetment. In addition to excepting out specific oil interests, **the deeds to both parcels expressly exclude any land, including**

¹⁰ Materials Section, District 7, of California Department of Transportation, September 1975, "Beach Monitoring Report Punta Gorda to Pitas Point.(Exhibit R)

¹¹ The map is titled "State of California Transportation Agency Department of Public Works Division of Highways; 07-VEN-101-38.5; R/W Map; Sta. 385+00 to Sta. 416+00; file no. F2242-3 and F2242-4; Date 4-5-67 with last revision date 1-21-74.

artificial accretions, below the last natural ordinary high tide.¹² This reflects, and is consistent with, the law on water boundaries in California and supports the Commission staff's position regarding the boundary at this location and recommendations regarding the HOA's proposed boundary and the staff's proposed lease.

The most recent map that Commission staff is aware of is by Moffat & Nichol, prepared at the direction of the HOA, as part of the application for a permit from the California Coastal Commission (CCC) for the revetment repair. The 2008 site plan titled "Seacliff Colony Homeowners Association Shore Protection Repair Plan" shows a mean high tide line surveyed in August 2006. This 2006 MHTL is approximately 25 feet waterward of the 1970 MHTL, except at the southern portion where the 2006 MHTL moves landward of the 1970 MHTL. While this survey is informative of recent conditions, the fact that it occurs nearly forty years after the point in time when the 1972 revetment construction took place makes it legally irrelevant for locating the boundary between State sovereign lands and private uplands at this location. California courts have clearly established that a shoreline boundary in a state of nature continues to move with the mean high tide line, (*Lechuzza Villas West v. California Coastal Commission, et al.* (1997) 60 Cal. App. 4th 218). The corollary of that is that the natural boundary can no longer move if an artificial act, such as a revetment, prevents its migration landward (*City of Los Angeles v. Anderson* (1929) 206 Cal. 662, 667) thereby fixing the boundary at its last natural location.

Revetment and Erosion History

It is unclear when the original shoreline protection was constructed in front of the homes. Some seawalls were present in the general area by the 1930s as evidenced by references to them in the 1930 Kingsbury Map and were likely constructed to protect oil operations and early roads to the north. Only a few homes had been constructed at Seacliff at the time of the 1953 survey and it is not apparent if there were seawalls or revetments protecting those houses at the time. By the 1960's, however, the majority of the houses at the northern portion of the development had been constructed and shoreline protective structures had already been placed on the beach as evidenced in both the photos provided by the HOA's attorney and the photos used to create the 1970 Caltrans survey. A 1969 report by UC Berkeley Professor Joe Johnson¹³ describes the shore protections as made of cobble and being of poor quality and the responsibility of the individual homeowner. The Caltrans Report, covering this area discusses the existence of un-engineered and ineffective shore protection devices having existed prior to the revetment being placed in the 1970s.

¹² The deed, attached as Exhibit I, states: "Excepting any portion of the above described property along the shore below the line of Natural Ordinary High Tide, and also excepting any artificial accretions to said land waterward of said line of Natural Ordinary High Tide."

¹³ This letter was produced by Caltrans as part of the 1972 litigation and is attached as Exhibit J

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At the time of the Commission's initial approval of BLA 117 and the right-of-way permit to Caltrans to fill the approximately 8,800 feet of the ocean for the freeway in January 1970, according to the official minutes from the meeting, Mr. Walter Hoffman, a landowner, expressed concerns that the freeway construction might cause erosion to the down-coast shore fronting the structures being leased to various individuals. From those same minutes, Caltrans' experts asserted that such changes were unlikely, but that Caltrans would undertake a study of the matter and would take responsibility if the freeway caused erosion.¹⁴ The Commission has no official transcripts of its meetings from this era, but a partial copy of a transcription dated in 1975, which has been provided by the HOA's representatives that purports to be from the January 1970 Commission meeting, is consistent with the official minutes from the meeting.

The Commission reauthorized BLA 117 at its June 1973 meeting. According to Calendar Item 25,¹⁵ the reasoning for reauthorizing the original approval was to amend BLA 117 as it related to oil, gas and mineral leases partially in response to litigation in *People v. Hoffman, et al.*¹⁶ (Ventura County Superior Court, Action No. 52546), a condemnation action filed by Caltrans. The location of the agreed upon boundary was not changed. The HOA's predecessor in interest Walter Hoffman and the other upland owners signed BLA 117 in November and December 1972; it was signed by the Governor on August 9, 1973 and was recorded August 29, 1973. There is no indication or evidence in the Commission's files that the Commission was informed that an inverse condemnation lawsuit had been filed by the upland owners or that the revetment in front of the Seacliff Colony had been constructed.

Commission staff is unable to locate any record that either the Commission or its staff received notice of the 1972 revetment project. Consequently, the CSLC never reviewed the project to determine whether the revetment was to be built on private property or State owned tide and submerged lands under the Commission's exclusive jurisdiction.¹⁷ This project was not included in either the lease application to the Commission or Lease PRC 4402 from the Commission to Caltrans for the Highway 101 construction project, approved in 1970.

Commission staff have reviewed a 1972 Record of Survey ("Record of Survey"), prepared by Robert E. Martin, for the then-property owners Walter Hoffman, *et al.* This Record of Survey was filed with the Ventura County Recorder's Office in March of that year. The Record of Survey did not purport to survey the current

¹⁴ Commission Meeting of January 7, 1970, Items 57, 58, and 59 available at http://archives.slc.ca.gov/Meeting_Summaries/1970_Documents/01-07-70/Index.pdf.

¹⁵ Calendar Item 25 was approved as Minute Item 26.

¹⁶ This appears to have been a condemnation action by Caltrans, but the Commission was not a party to this litigation and there are no records of it in the Commission's files.

¹⁷ Public Resources Code Section 6301.

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location of the mean high tide line. The purpose of this Record of Survey, as stated on the survey itself, was simply to establish the property lines of unrecorded leases at the Sea Cliff Beach Colony and establish lease parcels 5-44. Parcels 1-4 had been acquired by Caltrans for construction of the cloverleaf by this time; parcel 45 was sub-divided in 1983 into ten lots and is discussed further below. Although the Record of Survey references the CSLC 1953 survey, the Record of Survey moved the waterward location of the leased lot lines significantly landward from where it was located in the 1953 unrecorded map of the leases, to a location approximately 12 feet landward of the 1970 MHTL. The waterward boundary of the individual lots is located at substantially the same location as the up-coast BLA 117, which extends into lot 6 as shown on the 1972 Record of Survey, and at a location similar to the MHTL described in the 1927 deed for this area. In addition, the 1972 Record of Survey depicted a separate seaward parcel, Parcel B, which ostensibly shows the 1953 CSLC survey as its waterward boundary, with the entire parcel noted as "Proposed Dedication to State of Calif."¹⁸

The current revetment appears to have been built in two phases in the 1970s. The first notice the Commission had of a riprap project for the subject area was a US Army Corps of Engineers Public Notice PN CE LA 76-134 indicating that Caltrans was proposing to place rock along lot 45 owned by Hoffman and at the adjacent Hobson County Park on the down-coast end of Seacliff. The 1976 plans reviewed by Commission staff indicated that the proposed project was to be located landward of the mean high tide line, was to "stop shoreline erosion and prevent further beach and ocean pollution from the existing oil impregnated Hoffman Property material" (see Exhibit M) As such, Commission staff concluded no further action was required.

According to the HOA's representatives, the shoreline had already started to recede by 1970 based upon winter storm events in 1969 and further receded after the construction of the highway improvements, which began in the summer of 1970. Based on court files recently obtained, an inverse condemnation action was filed November 9, 1972, three months after the revetment had been constructed. The plaintiffs were: Fred W. Smith, as Executor for the estate of Grace Hobson Smith; Janice P. Smith, as Executrix of the estate of Rodney Hobson Smith, Barbara Barnard Smith, Helen Margaret Smith, Walter W. Hoffman, and Katherine Hoffman Haley. The plaintiffs were the same parties as those that signed BLA 117 shortly after the litigation was filed. The only defendant was the State of California, Department of Public Highways. There is no indication that the State Lands Commission was a party to the litigation, or was otherwise aware of the litigation. The case was dismissed in February 1977.

The litigation files reflect that the property owners claimed \$2.52 million in damages for both lost land and diminution in value of the remaining property,

¹⁸ The Record of Survey is attached as Exhibit L.

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plus costs and fees related to the litigation. Caltrans disputed the property owners' allegations. According to the HOA's representative, to mitigate impacts of the freeway construction Caltrans agreed to construct a revetment in front of the existing structures in July and August of 1972. Evidence, including that prepared for Caltrans, which the Commission staff has reviewed, strongly indicates that the highway construction was not responsible for erosion at this location.¹⁹

Based on a review of the litigation documents, Commission staff has found no evidence to support the property owners' allegations or to refute the evidence produced by Caltrans that showed the construction was not the cause of the erosion. In addition to the lack of evidence presented by the property owners, staff finds it significant that the property owners defined their waterward boundary in the lawsuit filed in 1972 as "3 ½ miles of the **mean high tide line** of the Pacific Ocean" (emphasis added),²⁰ rather than to any fixed position.

According to the HOA's representatives, upon completion of the 1976 revetment, Caltrans entered into a general release agreement²¹ with the property owners of the lot (Hoffman, *et al.*) and Ventura County, in which the "State" was released from all liability for damage to the respective properties and from any requirements to maintain the revetment in the future, including a provision that the upland property owners would be entirely responsible for the future maintenance of the revetment. This agreement apparently applies only to Lot # 45 shown on the 1972 Record of Survey and the County Park. The Commission and its staff were unaware of and not a party to the litigation, the negotiations or the settlement.²²

¹⁹ See the 1975 Caltrans Report and the follow-up journal article, "Shore Process at a Man-Made Headland" by Cramer and Pauly, published in the July 1979 issue of the *Journal of the American Shore & Beach Preservation Association*. The journal article concludes that the highway project did not cause any of the erosion, but that erosion is a natural occurrence at this location. The purpose of the study, which appears to have been conducted by an outside expert retained by Caltrans, University of California Professor Joe Johnson, was to evaluate whether erosion was caused by the construction project. The Report concludes, "The [mean high tide line] had been progressively advancing landward for many years prior to freeway construction. The revetment now provides a barrier to further landward advancement of the [mean high tide line]...."

The presence of seawalls in the vicinity dating to the 1930s supports that conclusion.

²⁰ The Complaint for Inverse Condemnation, filed November 9, 1972, is attached as Exhibit N.

²¹ The general release agreement is attached as Exhibit O. Neither the HOA nor Caltrans have provided the Commission's staff with any further information about the litigation or the settlement.

²² By law, the Commission is a necessary party to any litigation involving the boundaries of tidelands and the Attorney General's Office must represent the State in the litigation. Neither the Attorney General's Office nor the Commission was involved in any litigation. Public Resources Code section 6308, "Whenever an action or proceeding is commenced by or against a county, city, or other political subdivision or agency of the State involving the title to or the boundaries of tidelands or submerged lands ..., the State of California shall be joined as a necessary party defendant in such action or proceeding. Service of summons shall be made upon the chairman of the State Lands Commission and upon the Attorney General, and the Attorney General shall represent the State in all such actions or proceedings."

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The next notice the Commission staff had of any activity involving the subject area was from a surveyor in 1983 when he was proposing to record Tract Map 3793, which involved parcelizing the undeveloped lot #45 into 10 new lots at the down-coast end of Seacliff. Staff made it clear to Hoffman's surveyor that *"the boundary is not known at the present time, and the proposed tract map is landward of the 1953 O.H.W.M a permit will not be required from the State Lands Commission at this time. However, we so reserve the right to require a permit at some future time if it is shown that State land is, in fact, involved."*²³

On two subsequent occasions in 1996 and 2006, CSLC staff responded to notices from Moffat and Nichol on behalf of Seacliff Beach Colony regarding repair projects. Those responses indicated lack of *"sufficient information to determine whether your client's project will intrude upon sovereign lands..."* *"Accordingly, the SLC presently asserts no claims..."* *"This conclusion is without prejudice to any future assertion of state ownership or public rights, should circumstances change, or should additional information come to our attention."*²⁴

As part of the process of obtaining the necessary Coastal Development Permit ("CDP") from the CCC for the current repair project, the HOA was required to provide the CCC with documentation from the Commission indicating its jurisdictional review and either its approval or non-objection to the project. The CCC staff's preliminary investigation concluded that the project appeared to be located on sovereign lands under the CSLC's jurisdiction. According to the CCC staff report,²⁵ in 1983 the CCC approved the ten-lot subdivision of the single lot 45, which was also where the 1976 revetment project was constructed. The CCC's approval included a special condition that required the property owner record a deed restriction to provide two lateral public accessways seaward of all 50 residential lots in the development. The Applicant is responsible for maintaining both of these accessways. In 1996 and in 1998, the Applicant completed minor repairs to the revetment through Coastal Development Permits issued by Ventura County, not the CCC.

It is staff's understanding that prior to the HOA's purchase of the lots in 2005, for an undisclosed amount, all homeowners leased the lots underlying their individual houses. Staff research indicates that the purchase of the lots was a result of a settlement over a dispute of lease fees with the Seacliff Land Company, the landowner and successor to Hoffman, *et al.* The amount is confidential, but as of 2005 the reported value was in excess of \$70 million.

²³ Attached as Exhibit P.

²⁴ Attached as Exhibit Q.

²⁵ See CCC Coastal Development Permit No. 4-07-154 for more information. Available on the Coastal Commission's website at <http://documents.coastal.ca.gov/reports/2008/6/W17d-6-2008.pdf>.

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CSLC staff's investigation of the current matter initially relied on the fact that the 2006 Moffat and Nichol survey submitted by the HOA identified that portions of the existing and proposed revetment were waterward of the mean high tide line; and that during the winter the line would be expected to move even more landward. The HOA's representative objected to that conclusion by Commission staff. In response to the assertions of the HOA's representative, additional investigation conducted by Commission staff uncovered better evidence indicating that substantially more of the existing and proposed revetment is located on sovereign land under the Commission's jurisdiction. The HOA disagrees with Commission's staff, and to date, although numerous meetings with HOA representatives have taken place, Commission staff and the HOA have been unable to mutually agree on reach a resolution that would allow the HOA's revetment project to move forward.

Current Revetment Project

The HOA's project proposes to retrieve dislodged rocks from the beach and to deposit the rocks back on the revetment. The HOA also proposes to add approximately 5,000 tons of new rock to restore the revetment to a design height of +11 feet above mean sea level (MSL) along 1,600 linear feet of the western section and to +14 feet in height above MSL along the 440 linear foot eastern section. The rock would be placed seaward of the pre-existing 1972 and 1976 toe of the revetments. The project also includes removal of 19 existing unpermitted private beach access stairways located between the existing public trail and the beach. Additionally, improvements are to be made to three existing beach access stairways for public use. Based on surveys, including one provided by the Applicant's consultant, portions of the current as well as proposed revetment and beach access stairways are located on sovereign lands.

The majority of the revetment is located on two parcels, APN 060-0-440-025 and a parcel designated as "not a part of this subdivision" on Tract Map 3793 on 060-0-430-N/A. The parceled lot is assessed by Ventura County to the HOA, but with no value and no taxes assessed; the Ventura County Assessor's unparceled area is listed as belonging to the State of California and not assessed. The landward limit of the revetment is approximately the same as the MHTL described in the grant deed to Grace Smith from A. L. Hobson dated September 30, 1927 and, in the case of the two northern most parcels, is the same as the boundary fixed by BLA 117. The assessor's map shows that the waterward boundary of APN 060-0-440-25 as the 1953 surveyed ordinary high water mark. However, 42 feet of the revetment are located waterward of BLA 117 and portions in the middle that are located waterward of the 1953 survey.

Settlement Attempts

Staff of the Commission and representatives of the HOA vigorously dispute the location of the legal boundary separating State-owned tidelands and adjacent private property. Both Caltrans, which first constructed the revetment in the 1970s, and the HOA have asserted through their respective representatives that they believe the ownership of the land on which the revetment was built was private property. No evidence has been provided to support that either party's assertion. However, the 1974 Caltrans Right-of-Way map, discussed above, directly contradicts those assertions, as do the 1970 Caltrans survey and cross sections done prior to the placement of the revetment.

In June and August 2010, in an effort to resolve disagreement over the terms of the proposed lease, staff from the Commission, Caltrans and Attorney General's Office met with the representatives for the HOA. At the conclusion of both of those meetings, the parties at the meetings agreed to a resolution. At the August meeting the resolution was a lease from the Commission as set forth in Exhibit T. At HOA board meetings subsequent to the meetings, the negotiated agreements were reportedly rejected.

Because of the dispute as to the location of the boundary, the involvement of another state agency and the public access to be provided by the HOA, staff was prepared to recommend, at the three prior Commission meetings at which this project was placed on the agenda, that the Commission authorize a long-term lease where neither party conceded the location of the boundary and the rental rate be discounted to approximately \$13,000 per year. Based on the HOA rejecting the agreements, the items were pulled from all three agendas.

Current Proposal for a Boundary Line Agreement

At the August 20, 2010 Commission meeting an HOA representative expressed the HOA's position on the boundary and requested that this item reflecting their proposed boundary be brought before the Commission at the next meeting. On September 22, 2010, the HOA submitted a written request that the Commission calendar its proposed boundary line agreement. The HOA requests that the boundary be fixed at the "design toe of the revetment".

The HOA letter (Exhibit B) incorrectly cites a section of the Public Resources Code (6307 (c) 7) as the authority for the Commission to enter into a boundary line agreement.²⁶ Public Resources Code section 6307 authorizes the Commission to enter into a land exchange provided certain findings can be made.²⁷ It appears that to provide support for the findings that the Commission

²⁶ Public Resources Code section 6357, the correct citation for a boundary line agreement, authorizes the Commission to "establish the ordinary high-water mark or the ordinary low-water

CALENDAR ITEM NO. 64 (CONT'D)

would need to make for a land exchange, the HOA asserts that because the design toe is landward of portions of most of the 1953 survey, the State will gain more than it would lose and that the land below the revetment is cut off from tidelands and is relatively useless for public trust purposes.

Commission staff cannot recommend approval of a land exchange based on the HOA's proposal. In particular, Commission staff does not believe that the sovereign lands within the subject area have been "cut off from water access," a required finding of PRC Section 6307. The evidence of the current conditions, as reflected by the HOA's own survey performed, indicate that portions of the current and proposed revetment will be waterward of the 2006 MHTL and therefore on tidelands, rather than "cut off from tidelands." Further, Article X, Section 3 of the California Constitution bars the exchange of sovereign public trust lands, whether filled or unfilled, that are "fronting on the water" of any waterway "used for purposes of navigation". Therefore, by necessity there must be some area of land reserved between the water and the property to be exchanged. Further, staff disagrees with the conclusions drawn by the HOA as to the value of the land for either public trust purposes or its economic value and the characterization of its being "cutoff from tidelands". The HOA has not presented any evidence to support its conclusion as to the economic or public trust value of the lands.

Commission staff agrees that construction of the revetment has fixed the location of the boundary between sovereign lands and uplands, at the location it was prior to filling or artificially caused accretions. However, the Commission staff strongly disagrees with the HOA about the location of that boundary as it involves its property, and therefore cannot agree to its proposed boundary line agreement. The HOA's insistence on the 1953 CSLC survey or the design toe of the proposed revetment repair as the location of the boundary line is contrary to both law and facts. The HOA asserts that the reason the 1953 CSLC survey is appropriate is because the Commission had it recorded, it is shown on the 1972 Record of Survey and the County Assessor's map, and that there was a large storm in 1969 that makes the mean high tide line located in the 1970 Caltrans survey abnormal and therefore, inappropriate to use for a boundary line.

California law refutes the arguments that either the recording of a survey or the reference of a survey in other deeds or recorded maps fixes the boundary. In addition, the HOA's assertion that the mean high tide line located by the 1970

mark of any of the ... tide, or submerged lands of this State, by agreement, arbitration or action to quiet title...." The Commission entering into a boundary line agreement is based upon a good faith factual determination of the last natural location of the mean high tide line prior to fill or artificial accretions.

²⁷ Public Resources Code section 6307 requires several mandatory findings by the Commission, which do not fit the facts of the subject property. Subsection (c) 7 is one of seven alternative reasons to do an exchange, but is not among the mandatory findings in subsection (a).

CALENDAR ITEM NO. 64 (CONT'D)

Caltrans survey is inappropriate is not supported by facts. The location of the mean high tide line in that survey is seaward of its locations in the 1920s. In addition, the presence of seawalls and revetments²⁸ that predate the construction of the freeway by Caltrans are strongly indicative of the character of this beach being subject to erosion. All the surveys of the mean high tide line are further landward than where it was located in the 1953 survey. In addition, Caltrans' own Right-of-Way map from 1974 locates the mean high tide line at the waterward edge of the lot lines, which is roughly the same location as the lines from the 1920s and the 1970 Caltrans survey.

The Commission staff's position relies on a comprehensive analysis of all facts and law, which results in the conclusion that the best evidence of the location of the last natural mean high tide line prior to fill or artificial accretion, is the 1970 Caltrans Map. The construction of the revetment prevents the MHTL from migrating further inland and creates a de-facto location for the boundary since the mean high tide line can no longer be in its natural location.²⁹ The United States Court of Appeals 9th Circuit was recently faced with a similar fact pattern of an upland owner in the State of Washington placing a revetment below the mean high tide line and refusing to enter into a lease.³⁰ The court in that case posited that not only should the upland owner not have the benefit of the unpermitted revetment, but that the boundary should be determined where the mean high tide line would exist, but for the revetment. The Commission's staff has not asserted this position with the HOA, but has asserted that the location of mean high tide line prior to the placement of the revetment is the best evidence of the boundary between sovereign lands and private uplands prior to artificial influences.

Neither the HOA's current vesting documents, nor the 1927 deed, purport to have a fixed waterward boundary. Since 1931 the only legal mechanism to obtain a fixed waterward boundary in California is by agreement, arbitration or quiet title litigation with the State, acting by and through State Lands. In addition, Mr. Hoffman, the HOA's predecessor, while negotiating the terms and location of BLA 117, had the 1972 Record of Survey completed and recorded. This Record of Survey showed a proposed dedication of all land waterward of the individual lots. He then entered into BLA 117, reflecting the location of the agreed boundary at several of those individual lots. This is strongly suggestive that Mr. Hoffman understood the relevance of the mean high tide line and understood that it was a moving boundary that had eroded since its 1953 surveyed location. This knowledge is also evidenced by the fact that the 1972 Record of Survey moved the waterward lot lines landward to coincide with the 1970 Caltrans map location

²⁸ The revetments are discussed in 1975 Caltrans Report and its follow-up journal article discussed in footnote 19. Copies of both are attached as Exhibit R.

²⁹ The 1975 Caltrans Report and study also explain that the effect of the revetment would be to prevent any further landward movement of the mean high tide line.

³⁰ *United States v. Milner* (2009) 583 F.3d 1174.

CALENDAR ITEM NO. 64 (CONT'D)

from their prior location on the 1953 unrecorded lease map. Finally, as discussed above, the 2005 deed to the HOA only conveyed whatever ownership existed landward of the location of the last natural "ordinary high tide line", rather than a fixed line, and the best evidence of that location is the 1970 Caltrans map and is supported by the 1972 Caltrans field surveys.

Staff Recommendation

Based on the above referenced facts and law, staff recommends denial of the HOA's proposed boundary line agreement.

Commission staff has sought to negotiate an acceptable and legal resolution of the current situation with the HOA. Staff has had numerous meetings and exchanged information with HOA representatives. In order for the HOA to move forward with processing a permit from the California Coastal Commission, without further time delay, staff recommends that the Commission authorize a lease to the HOA, with the terms negotiated at the August 2010 meeting with staff, in the form attached as Exhibit T. The annual rent of this lease includes a significantly discounted dollar amount reflecting the unique circumstances of this project. Those circumstances include the provision of public access, involvement of Caltrans in the construction of the revetment in the 1970s, and the title and boundary dispute as also described in Exhibit S, attached and by this reference made a part hereof.

EXHIBITS:

- A. Location and Site Map
- B. Seacliff HOA's Proposal Letter
- C. 1871 Survey W.H. Norway, Official United States Government Township Plat, T 3 N, R 24 W, SBM
- D. 1927 Deeds from A.L. Hobson to Grace Smith, recorded in Bk. 154, Pg. 249 and Bk. 167, Pg 249, Official Records Ventura County
- E. 1953 CSLC Ordinary High Water Mark Survey
- F. 1970 Caltrans Topographic Map
- G. Graph from the 1975 Caltrans Report Showing Erosion/Accretion
- H. 1974 Caltrans Right-of-Way Map
- I. 2005 Deed from Seacliff Land, LLC to Seacliff Beach Colony HOA recorded as Doc. No. 20050602-0133949, Official Records Ventura County
- J. Dr. Joe Johnson's 1969 letter report to Caltrans
- K. BLA 117, recorded in Bk. 4159 Pg. 961, Official Records Ventura County
- L. 1972 Record of Survey by Robert E. Martin for Hoffman
- M. 1976 U.S Army Corps Notice, PN CE LA 76-134
- N. Complaint Filed November 1972 - *Fred W. Smith, as Executor for the estate of Grace Hobson Smith; Janice P. Smith, as Executrix of the estate of Rodney Hobson Smith, Barbara Barnard Smith,*

CALENDAR ITEM NO. 64 (CONT'D)

*Helen Margaret Smith, Walter W. Hoffman, and Katherine Hoffman
Haley v. State of California*

- O. Undated General Release Agreement between "State" (Caltrans) and "Plaintiff's" in Exhibit N and Ventura County
- P. 1983 CSLC Letter to Martin, Hoffman's Surveyor
- Q. 1996 and 2006 Letters to Moffat and Nichol, Engineering
- R. 1975 Caltrans Report and 1979 article by Cramer and Pauly from the *Journal of the American Shore & Beach Preservation Association*
- S. Staff Report for August 10, 2010, Cal. Item 54.
- T. Proposed Lease

IT IS RECOMMENDED THAT THE COMMISSION:

A. PROPOSED BOUNDARY LINE AGREEMENT

CEQA FINDINGS:

Find that the activity is exempt from the requirements of CEQA pursuant to Title 14, California Code of Regulations, section 15061 as a statutorily exempt project pursuant to Public Resources Code section 21080 (b) (5) and Title 14, California Code of Regulations, section 15270 (a), projects which a public agency rejects or disapproves.

AUTHORIZATION:

Reject the proposal for a boundary line agreement agreeing to a agreed common boundary location at the design toe of a proposed revetment repair project as set forth in the proposal attached as Exhibit B.

B. PROPOSED LEASE

CEQA FINDINGS:

Find that an environmental analysis document, California Coastal Commission (CCC) permit # 4-07-154, was adopted for this project by the CCC under its certified program [Title 14, California Code of Regulations, section 15251 (c)], and that the California State Lands Commission has reviewed and considered the information therein and concurs in the CCC's determination.

AUTHORIZATION:

Authorize issuance of a General Lease - Protective Structure Use to the Seacliff Beach Colony Homeowners Association beginning October 29, 2010, for a term of 35 years, for the use, repair and maintenance of an existing 2,040 foot long rock revetment and repair and maintenance of three beach access stairways for public use, said lease to be in the form of Exhibit T, attached and by this

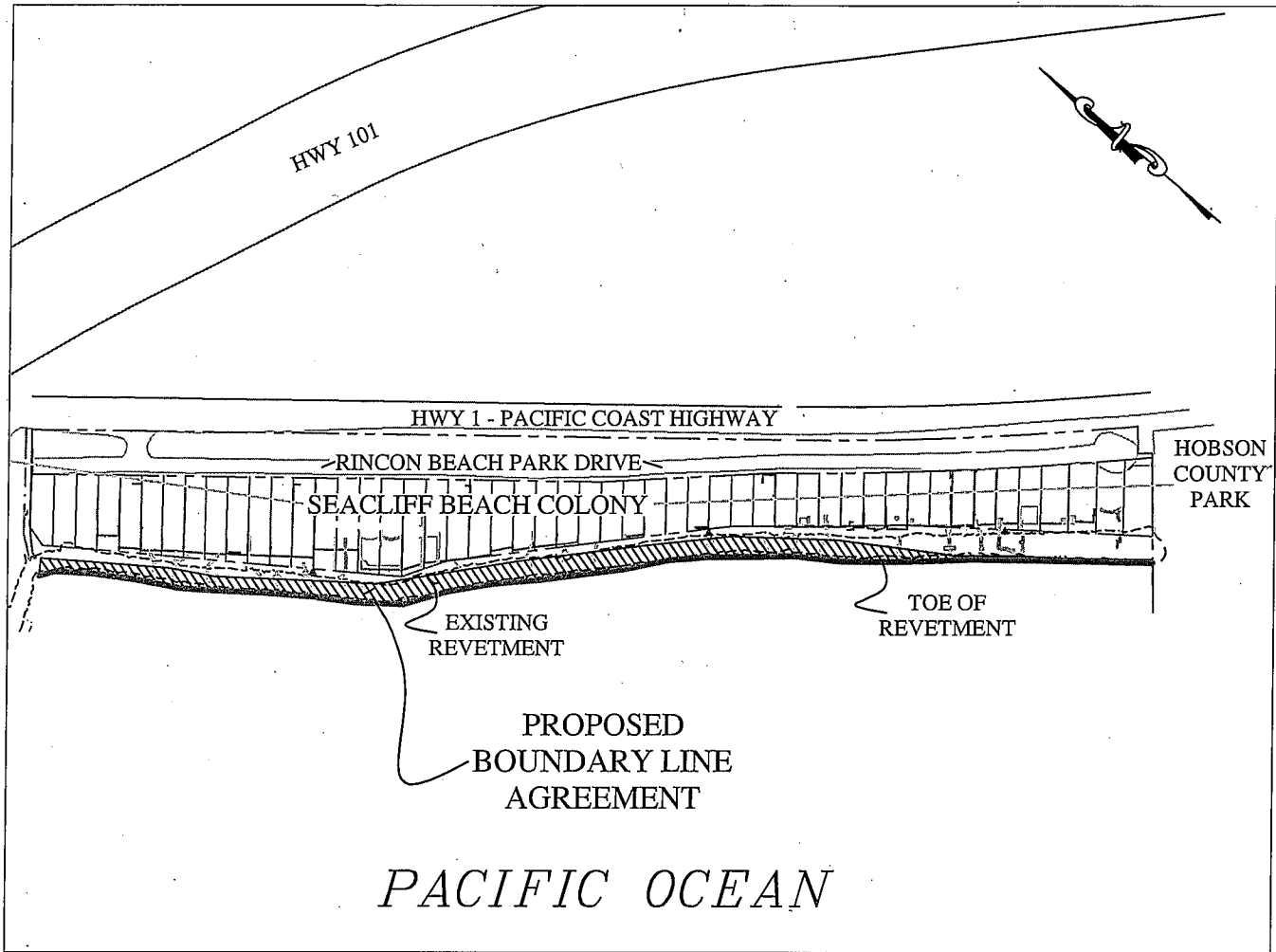
CALENDAR ITEM NO. **64** (CONT'D)

reference made a part hereof; annual rental in the amount of \$13,842, with the State reserving the right to adjust the rent every five years based on the Consumer Price Index during the lease term, as provided in the lease; liability insurance with coverage of no less than \$1,000,000.

The Seacliff Beach Colony Homeowners Association has 60 days, beginning October 29, 2010, to execute the General Lease – Protective Structure Use, or such authorization terminates and is no longer valid and effective.

NO SCALE

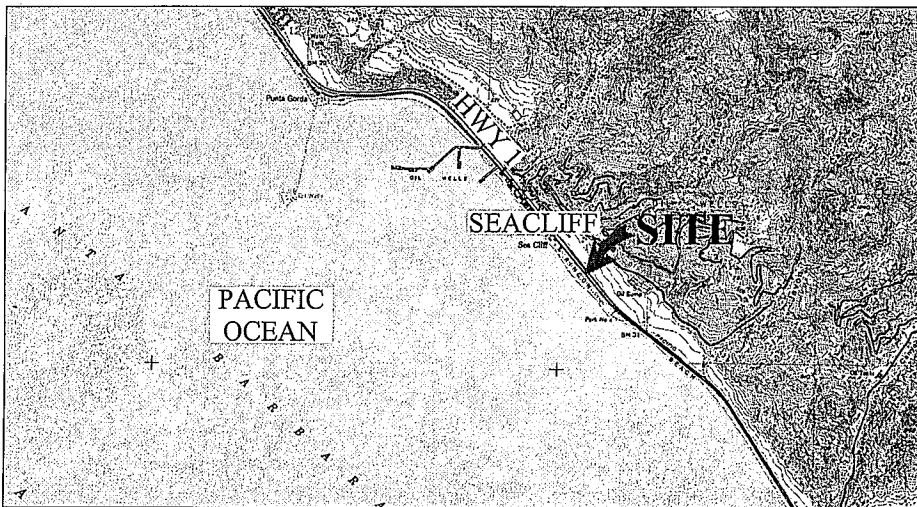
SITE



5310-5518 Rincon Beach Park Drive, Seacliff

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit A

W 26292
 SEACLIFF BEACH COLONY
 HOMEOWNERS ASSOCIATION
 PROPOSED BLA
 VENTURA COUNTY



MJF 10/19/10

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

Exhibit B

MYERS, WIDDERS, GIBSON, JONES & SCHNEIDER, L.L.P.

AS

J. ROGER MYERS
MONTE L. WIDDERS
KELTON LEE GIBSON
DENNIS NEIL JONES*
ROY SCHNEIDER
ERIK B. FEINGOLD
THEODORE J. SCHNEIDER
STEVEN P. LEE

ATTORNEYS AT LAW
5425 EVERGLADES STREET
VENTURA, CA 93006-7209
(805) 644-7188
TOLL FREE (800) 711-2611
FACSIMILE (805) 644-7390

WILLIAM D. RAYMOND, JR.
MICHAEL S. MARTIN
MATTHEW W. LAVERE*
CHARMAINE HILTON BUEHNER
JILL L. FRIEDMAN

OF COUNSEL
KATHERINE E. STONE, P.C.
JULIE A. SALTOUN

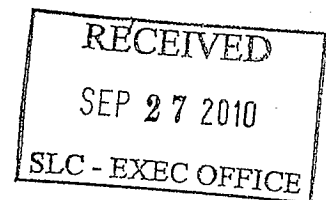
**CERTIFIED SPECIALIST - ESTATE PLANNING,
TRUST & PROBATE LAW
STATE BAR OF CALIFORNIA
BOARD OF LEGAL SPECIALIZATION

EMAIL: MWGJS@MWGJS.COM
WWW.MWGJS.COM

ALSO ADMITTED TO
THE NEVADA BAR

September 22, 2010

Paul D. Thayer, Executive Director
California State Lands Commission
100 Howe Ave., Suite 100-South
Sacramento, CA 95825-8202



Re: Seacliff Beach Colony Homeowners' Association

Dear Mr. Thayer:

This is to request that you calendar Seacliff Beach Colony Homeowners' Association's proposed boundary line agreement for the October 29th Commission meeting. A boundary line agreement at the design toe of the revetment would resolve the outstanding boundary dispute and is therefore authorized by Public Resources Code section 6307(c)(7). As shown by the enclosed 1953 OHWM map, such a boundary line agreement would grant the Commission much more land than would be freed of the public trust. The land under the revetment is cut from tidelands and relatively useless to the public trust.

Very truly yours,

MYERS, WIDDERS, GIBSON,
JONES & SCHNEIDER, L.L.P.

Katherine E. Stone

KATHERINE E. STONE

KES:mer

Enclosure

cc: David Johnston
Pat McDonald
Laurie Hansen

400 EAST CLARK
SUITE D
ORCUTT, CA 93455
(805) 937-9924

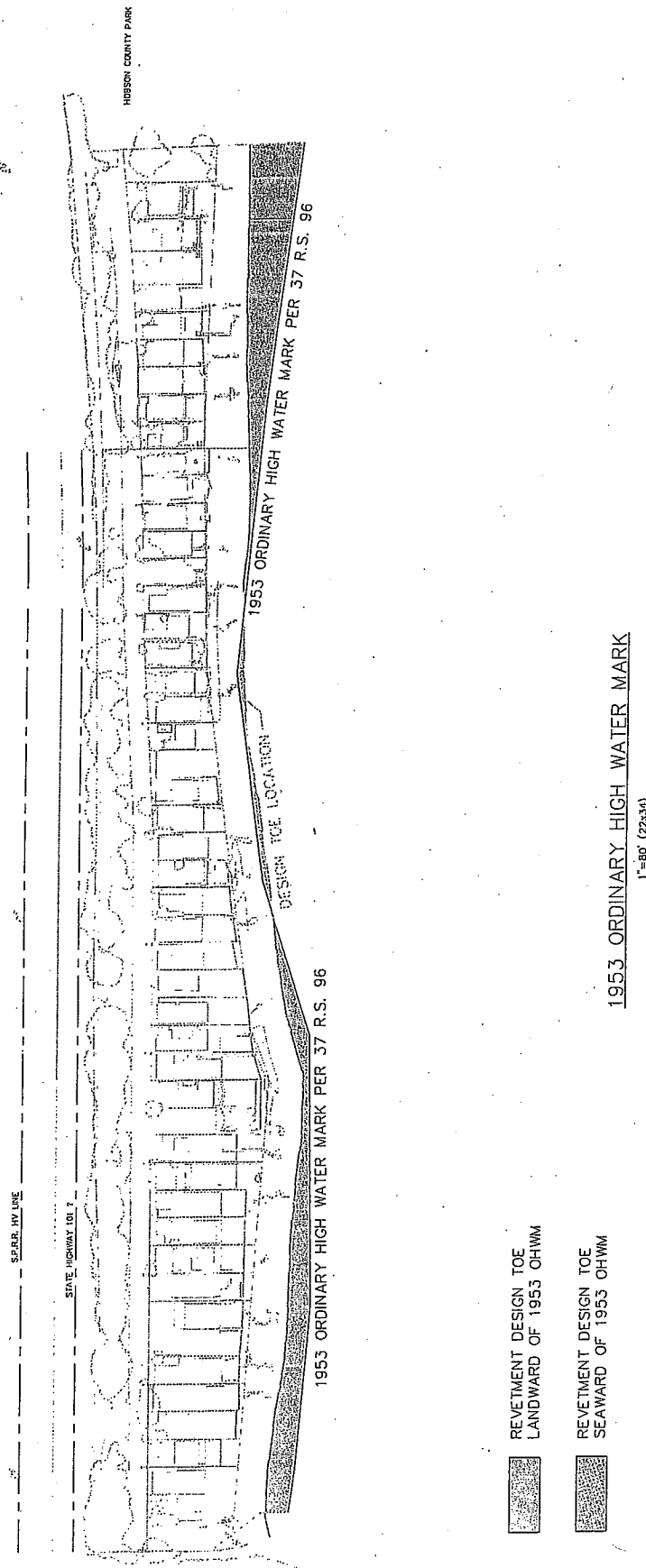
SUMMIT AT VALENCIA
27240 TURNBERRY LN., STE. 200
VALENCIA, CA 91355
(800) 711-2611



2055 W. CHARLESTON BLVD.
SUITE A
LAS VEGAS, NV 89109
(702) 880-8131

3500 LAKESIDE COURT
SUITE 209
RENO, NV 89509
(775) 825-2667

Exhibit B

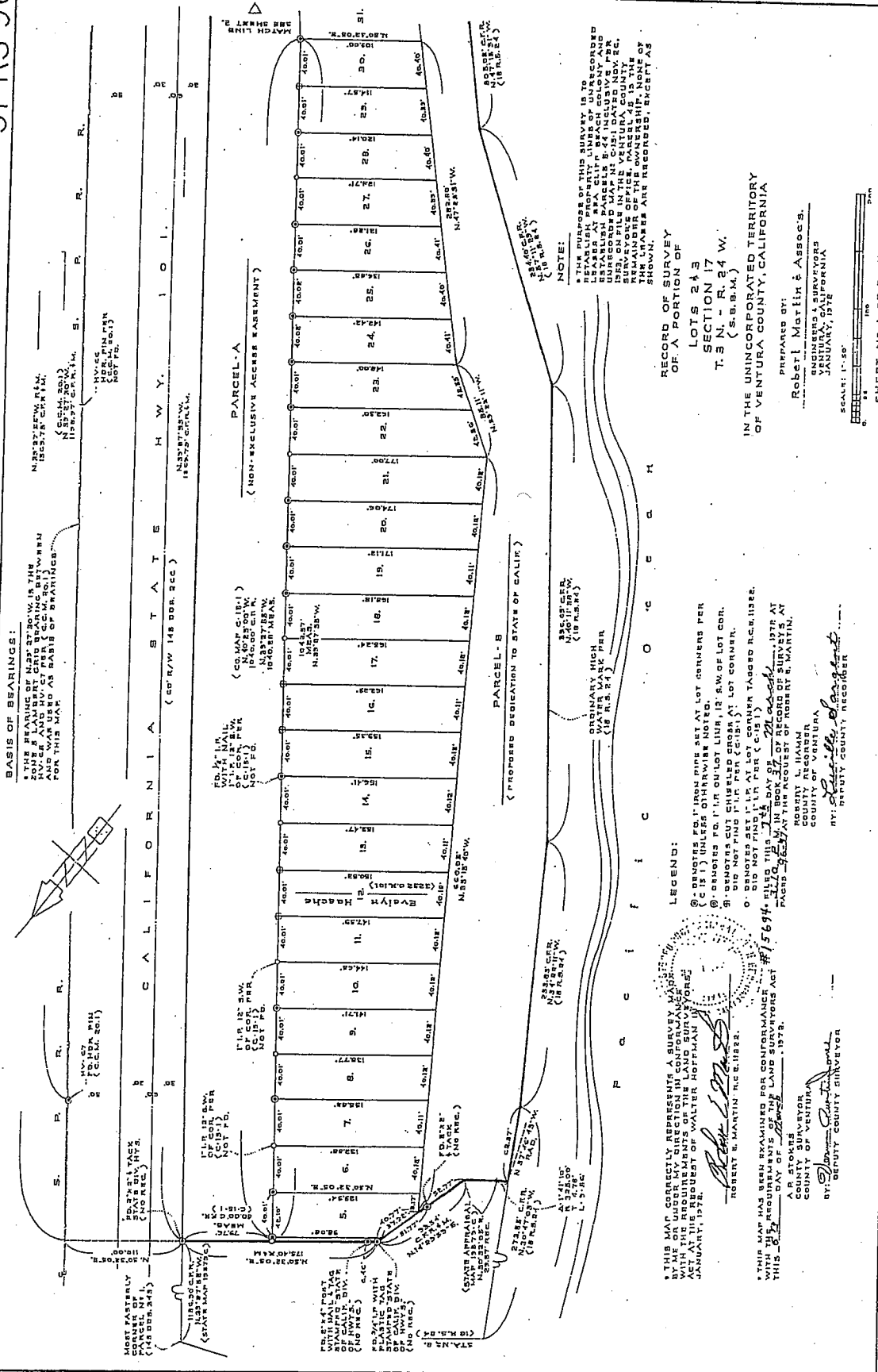
9/4/2010



- 
 REVETMENT DESIGN TOE
 LANDWARD OF 1953 OHWM
- 
 REVETMENT DESIGN TOE
 SEAWARD OF 1953 OHWM

1953 ORDINARY HIGH WATER MARK
 1"=60' (22x34)

37 RS 96



BASIS OF BEARINGS:

THE BEARINGS OF THIS SURVEY IS THE BEARING OF THE STATE HIGHWAY AND NOT THE BEARING OF THE ORIGINAL SURVEY.

LEGEND:

- 1. BEARINGS SET FROM PINE SET AT LOT OWNERS PER (S.B. 11) UNLESS OTHERWISE NOTED.
- 2. BEARINGS FOR P.L.R. QUILITY LINE, IS S.W. OF LOT COR.
- 3. BEARINGS CUT CHISELED CROSS, IS LOT CORNER. DID NOT FIND P.L.R. PER (S.B. 11) LOT CORNER.
- 4. BEARINGS SET P.L.R. AT LOT CORNER TAGGED R.C.M. 1182.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT JANUARY, 1927, AS AMENDED BY CHAPTER 1179, JANUARY, 1928.

ROBERT E. MARTIN R.C.E. 1182.

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS ACT JANUARY, 1927, AS AMENDED BY CHAPTER 1179, JANUARY, 1928.

A.R. STOKES
COUNTY SURVEYOR
COUNTY OF VENTURA
BY: *[Signature]*
DEPUTY COUNTY SURVEYOR

PREPARED BY:
Robert Martin & Assoc.
ENGINEERS & SURVEYORS
JANUARY, 1928
SCALE: 1" = 50'

NOTE:
THE BEARINGS OF THIS SURVEY IS TO BE TAKEN FROM THE BEARING OF THE STATE HIGHWAY AND NOT THE BEARING OF THE ORIGINAL SURVEY.

RECORD OF SURVEY OF A PORTION OF SECTION 17 T.3 N. - R.24 W. (S.B. 8-M.)

Exhibit D

154

249

-----*O*-----
GRANT DEED

DATE: JUNE 9th, 1927.

GRANTOR: A. L. HOBSON, ET UX.,

GRANTEE: FRED W. SMITH,
-----*O*-----

A. L. HOBSON and HELEN B. HOBSON, his wife, both of the County of Ventura, State of California do hereby grant to FRED W. SMITH, of the County of Ventura, State of California in consideration of the sum of \$10.00 receipt of which is hereby acknowledged, all that certain real property in the County of Ventura, State of California, bounded and described as follows:

An undivided one-half interest in and to a part of Sections 8, 17, 18, Township 3 North, Range 24 West, S. B. B. & M.

Beginning at a 4" x 4" post 4 feet high from which a 4" x 4" redwood post set at the corner common to Sections 8, 9, 16, 17, Township 3 North, Range 24 West, bears North 38° 44' West 1146.10 feet and North 89° 48½' East 4225.2 feet; thence from said point of beginning following the mean high tide line of the Pacific Ocean by the following 3 courses and distances:

South 33° 41½' East 666.11 feet to a point; thenon,

South 39° 40½' East 669.88 feet to a point; thenon,

South 35° 37' East 303.75 feet to a point from which a 4" x 4" redwood post 4 feet high bears North 54° 23' East 38.50 feet; thence,

North 54° 23' East to a point in the center line of the main track of the Southern Pacific Railroad; thence,

Northwesterly along said center line to a point which bears North

Exhibit D

250

154

51° 16' East from the point of beginning; thence,
South 51° 16' West to the point of beginning.

RESERVING AND EXCEPTING from and out of the above described real property
all oils, minerals, easements and rights of way for developing said oils and mineral
substances and also all public roads and county parks within the exterior boundaries
of said real property.

TOGETHER with all and singular the tenements; hereditaments and appurtenances
thereunto belonging or in anywise appertaining.

WITNESS our hands this Ninth day of June, 1927.

A. L. HOBSON
HELEN B. HOBSON

STATE OF CALIFORNIA,)
COUNTY OF VENTURA.) ss.

On this 9th day of June, 1927, before me, the undersigned, a Notary Public
in and for said County and State, personally appeared A. L. HOBSON and HELEN B.
HOBSON, his wife known to me to be the persons whose names are subscribed to the
foregoing instrument and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

MARTHA A. ROBINSON
Notary Public in and for said County and State.

(NOTARIAL SEAL)

RECORDED AT REQUEST OF FRED SMITH JUN 9, 1927, at 50 Min. Past 4 P. M.

R. H. HAYDON.....RECORDER
BY OLIVIA MONTANO.....DEPUTY.

NO. 5446.

A. M.

Exhibit D

167

135

GRANT DEED

DATE: SEPTEMBER 30, 1927.

GRANTOR: A. L. HOBSON, ET UX.

GRANTEE: GRACE H. SMITH,

A. L. HOBSON and HELEN B. HOBSON, his wife, both of the County of Ventura, State of California, do hereby GRANT TO GRACE H. SMITH, of the County of Ventura, State of California, in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, all that certain real property in the County of Ventura, State of California, bounded and described as follows:

An undivided one-half interest in and to a part of sections 17, 18, 19, 20, Township 3 North, Range 24 West, S.B.S. & M.,

Beginning at a point in the mean high tide line of the Pacific Ocean from which a 4" x 4" redwood post 4 feet high bears North 54° 23' East 36.50 feet and a 4" x 4" redwood post set at the corner common to Sections 8, 9, 16 and 17, Township 3 North, Range 22 West, bears North 35° 37' West 303.75 feet; North 19° 40½' West 569.88 feet; North 33° 41½' West 666.11 feet; North 36° 44' West 1146.10 feet and North 89° 45½' East 4225.2 feet; thence from said point of beginning following the mean high tide of the Pacific Ocean by the following 3 courses and distances;

South 35° 37' East 792.61 feet to a point; thence,

South 51° 52' East 510.62 feet to a point; thence,

South 43° 24½' East 475.22 feet to a point from which a 4" x 4" redwood post 4 feet high bears North 48° 35½' East 10.00 feet; thence leaving said mean high tide line,

North 48° 35½' East to a point in the south or southerly line of the right of way of the State Highway, known as "Rincon Highway"; thence northwesterly along said south line of Highway to a point which bears North 54° 23' East from the point of beginning; thence,

South 54° 23' West to the point of beginning.

RESERVING AND EXCEPTING from and out of the above described real property all oils, minerals, easements and rights of way for developing said oils and mineral substances, and also all public roads within the exterior boundaries of said real property. Also the right of ingress and egress to and from said premises and the right to erect, establish, maintain and remove such derricks, telephone lines and poles, telegraph lines and poles, power transmission lines and poles, roads, tanks, boilers, houses, engines and other apparatus and equipment and other appurtenances which may be necessary or convenient in the operation or production of oil, gas or other hydrocarbon substances from said property. Also the right to drill for and develop water on said property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

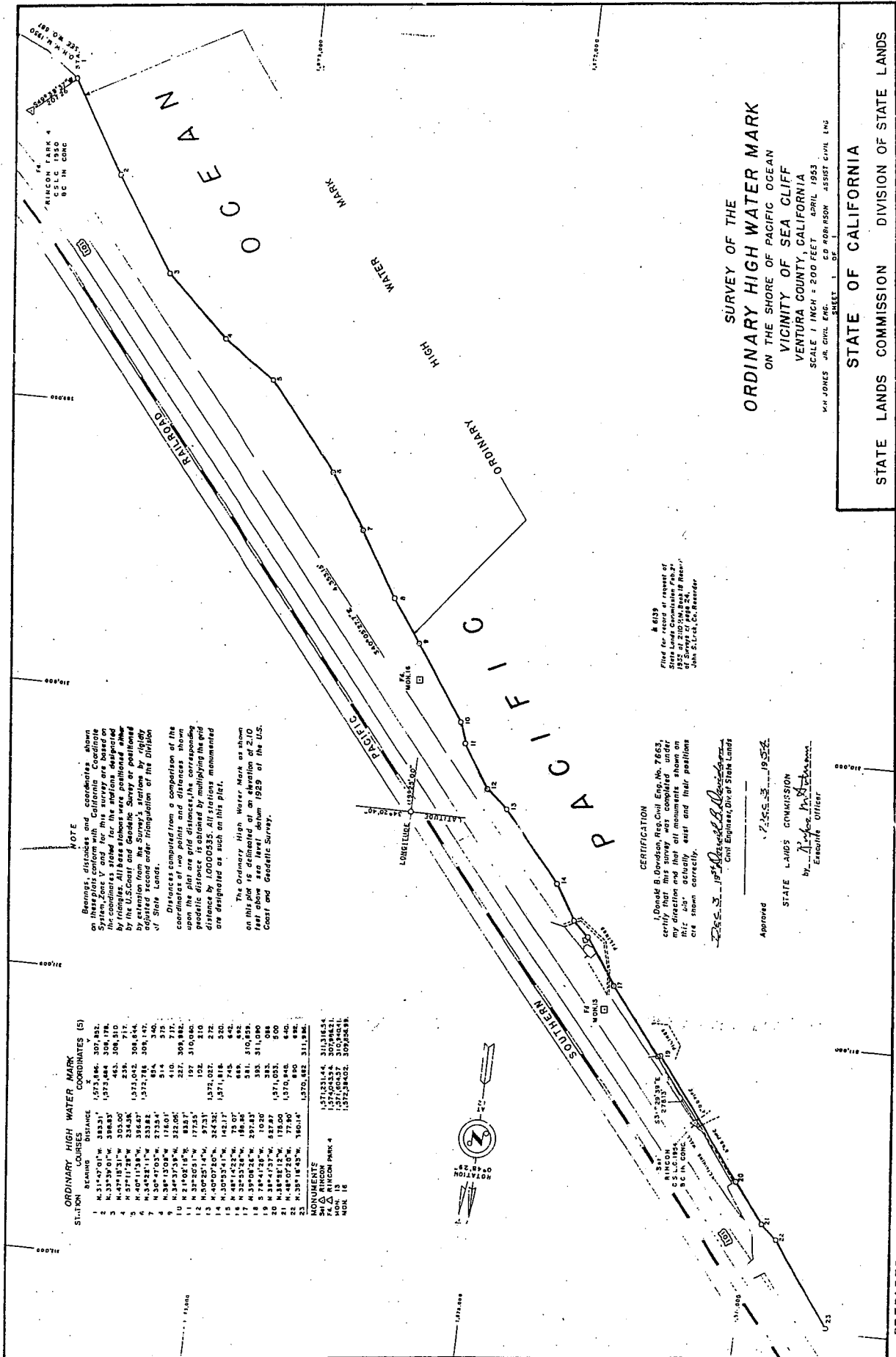
WITNESS our hands this 30th day of September, 1927.

A. L. HOBSON

HELEN B. HOBSON

Exhibit E

18 RS 24



ORDINARY HIGH WATER MARK COORDINATES (S)

STATION	BEARING	DISTANCE	EASTING	NORTHING
1	N 75° 01' 00" W	383.31	1,073,484	309,482
2	N 33° 34' 30" W	304.178	463	306,310
3	N 57° 11' 21" W	234.58	239	717
4	N 40° 11' 38" W	356.67	1,571,042	306,644
5	N 34° 52' 11" W	332.82	1,571,042	306,644
6	N 38° 12' 00" W	118.01	814	575
7	N 34° 37' 35" W	222.06	410	717
8	N 21° 02' 15" W	825.7	157,308	882
9	N 25° 25' 17" W	172.55	152	310
10	N 40° 02' 20" W	142.17	1,571,816	520
11	N 48° 14' 23" W	75.07	745	642
12	N 35° 52' 22" W	186.86	381	310,659
13	N 38° 41' 53" W	327.83	393	311,090
14	N 38° 41' 53" W	327.83	383	311,090
15	N 48° 07' 21" W	77.90	1,571,053	500
16	N 38° 16' 45" W	360.14	1,570,480	486
17	N 37° 23' 14" W	313.854	1,570,480	486
18	N 37° 23' 14" W	313.854	1,570,480	486
19	N 37° 23' 14" W	313.854	1,570,480	486
20	N 37° 23' 14" W	313.854	1,570,480	486
21	N 37° 23' 14" W	313.854	1,570,480	486
22	N 37° 23' 14" W	313.854	1,570,480	486
23	N 37° 23' 14" W	313.854	1,570,480	486

NOTE
Bearing, distance and coordinates shown on this plan conform with the California Coordinate System, Zone V and for this survey are based on the datum of 1929. All stations designated by the U.S. Coast and Geodetic Survey or established by extension from the Survey's stations by rigidly adjusted second order triangulation of the Division of State Lands.
Distances computed from a comparison of the coast on the plot are grid distances. The geodetic distance is obtained by multiplying the grid distance by 1.0000335. All stations monumented on this plan are as shown on the map of the U.S. Coast and Geodetic Survey.



FILED FOR RECORD AT REQUEST OF DONALD B. DAVIDSON, REG. CIVIL ENG. NO. 7663, VICINITY OF SEA CLIFF, VENTURA COUNTY, CALIFORNIA, APRIL 1953. SCALE 1 INCH = 200 FEET. SHEET 1 OF 1. DRAWN BY J. JONES, JR., CIVIL ENGINEER, ASSISTANT CIVIL ENGINEER.

CERTIFICATION
I, Donald B. Davidson, Reg. Civil Eng. No. 7663, certify that this survey was completed under my direction and that all monuments shown on this plan are actually set and their positions are shown correctly.
D. B. Davidson
Civil Engineer, Div. of State Lands

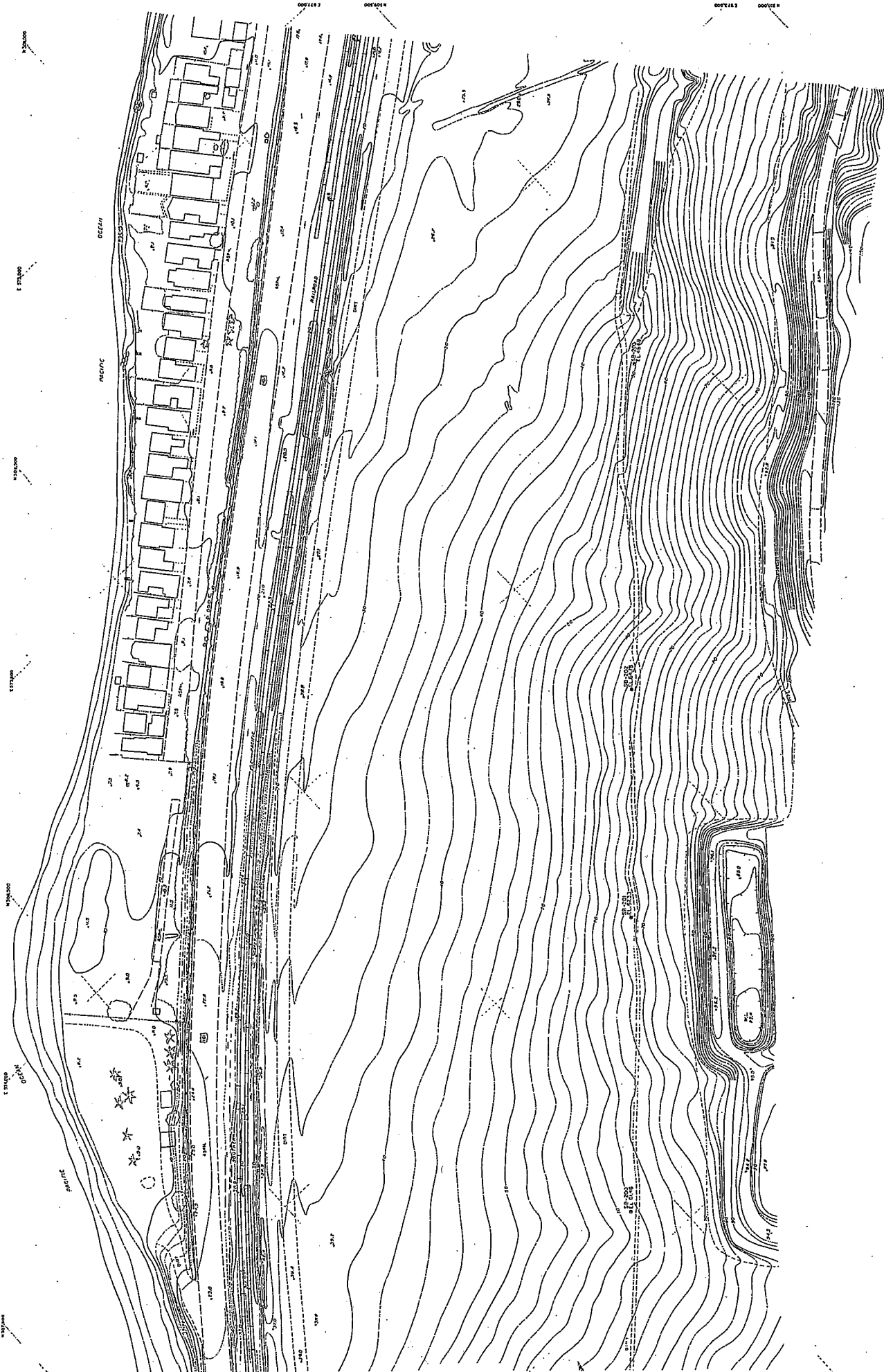
Approved: [Signature]
STATE LANDS COMMISSION
by: [Signature]
Executive Officer

**SURVEY OF THE
ORDINARY HIGH WATER MARK
ON THE SHORE OF PACIFIC OCEAN
VICINITY OF SEA CLIFF
VENTURA COUNTY, CALIFORNIA**
SCALE 1 INCH = 200 FEET
APRIL 1953
SHEET 1 OF 1
J. JONES, JR., CIVIL ENGINEER, ASSISTANT CIVIL ENGINEER

STATE LANDS COMMISSION DIVISION OF STATE LANDS

PREPARED UNDER W.O. 1667

Exhibit F



UNITED STATES GOVERNMENT
 GEOLOGICAL SURVEY
 WASHINGTON, D. C.
 SCALE 1" = 50' CONTOUR INTERVAL 2'
 TELEPHONE COGNOMINE
 Date of Issue: 1918

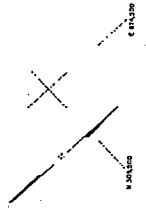
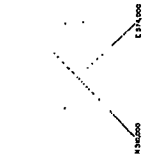
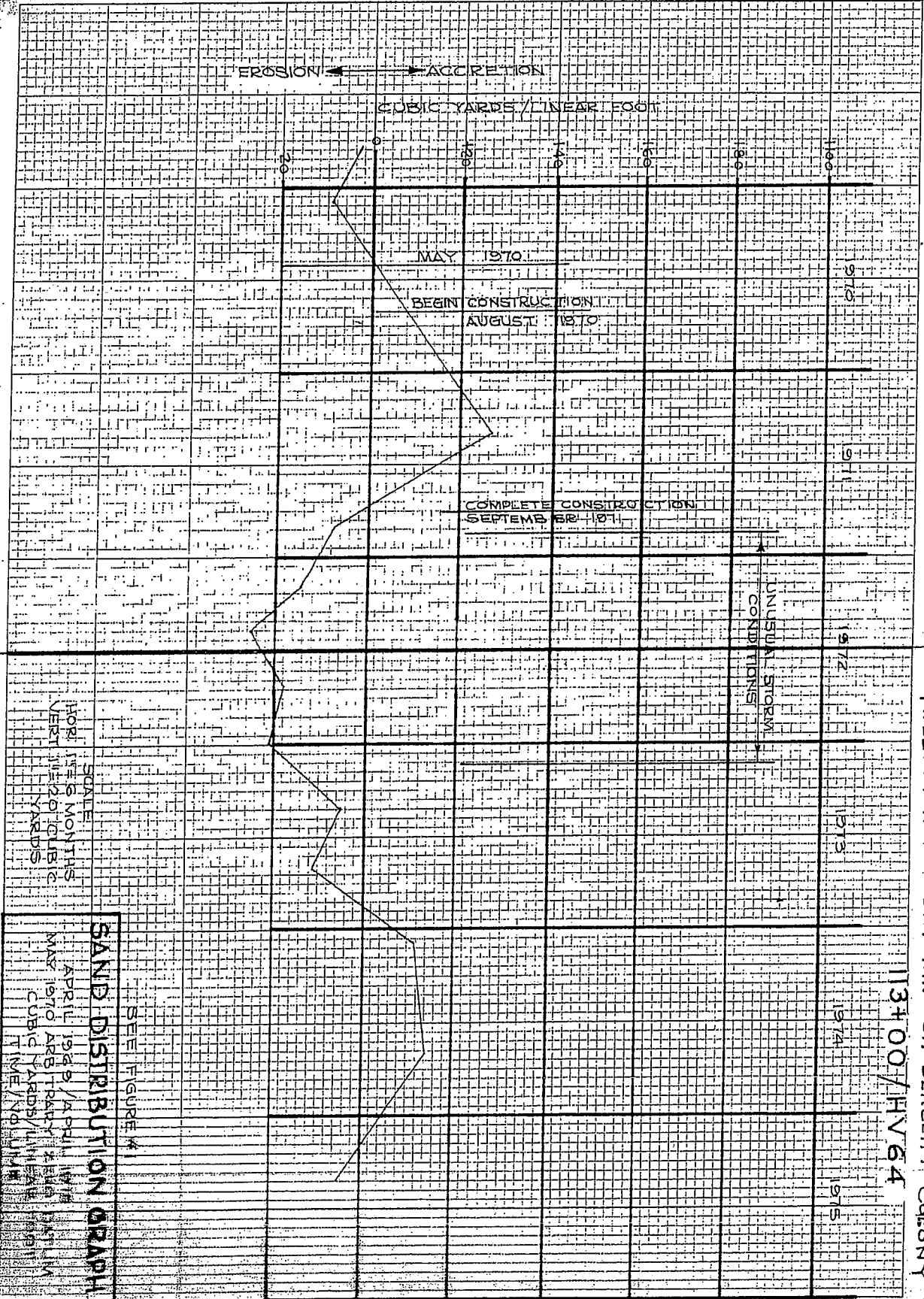


Exhibit G

FREEWAY RETEMENT THROUGH SEADLIFE CANYON

13400/HV64



SCALE
1000 FEET MONTHS
VERT. 1/200 CUBIC
YARDS

SAND DISTRIBUTION GRAPH

SEE FIGURE #1

APRIL 1968 / APRIL 1975
MAY 1970 ARB TRACTY # 1000
CUBIC YARDS / LINEAR FOOT
TIME / NO. 1000

FIGURE #3

Exhibit G

CHANGE IN LINE OF ORDINARY HIGH TIDE
AT SECTION HV 65, SEA CLIFF

BEFORE FWY CONSTRUCTION FWY COMPARTMENT WAS FILLING AFTER FWY COMPARTMENT WAS FILLED

* SEVERE EROSION YEAR

WINTER '71-THRU '72

UNUSUAL STORM WAVE

EROSION OF SO. CAL BEACHES

* SEVERE EROSION

← YEAR →

WINTER '71-'72 TO

WINTER '72-'73

(SEA CLIFF REVEMENT
CONSTRUCTED AUG '72)

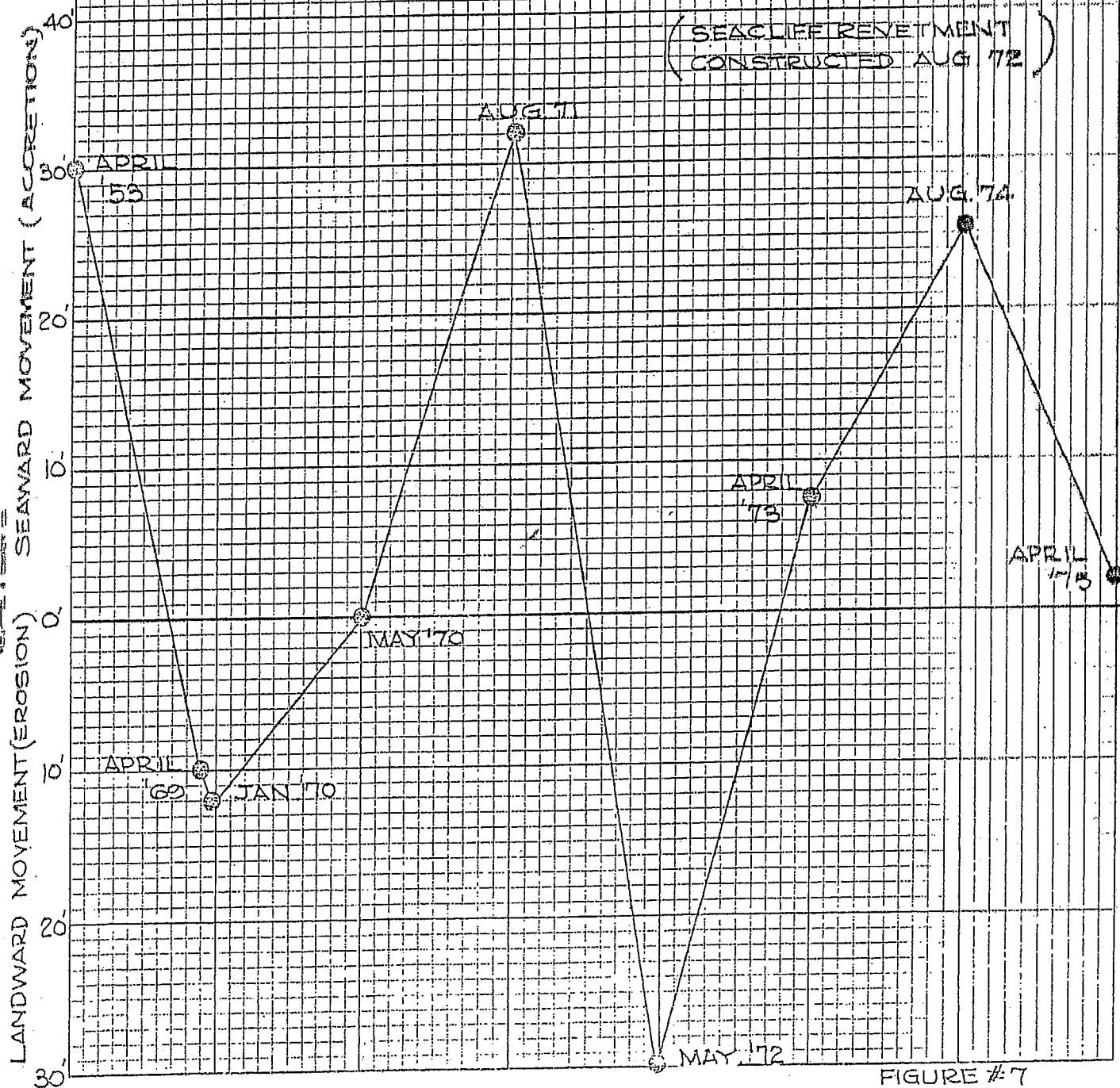


FIGURE #7

Exhibit I

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE INS. CO. - 78

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

5346 RINCON BEACH PARK DRIVE
VENTURA, CA 93001

Attention: SEACLIFF BEACH COLONY
HOMEOWNERS ASSOCIATION

1701103

GRANT DEED

060-0-430-115 / ~~060-0-442-115~~ / 025

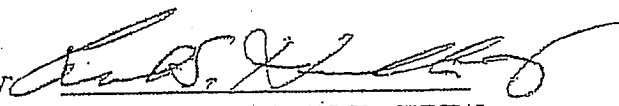
The undersigned grantor declares:
Documentary transfer tax is shown on the
accompanying statement and is not for public record.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SEACLIFF LAND, LLC, a California limited liability company ("Grantor"), hereby GRANTS to SEACLIFF BEACH COLONY HOMEOWNERS ASSOCIATION ("Grantee"), the real property located in the County of Ventura, State of California, described in Schedule "1" attached hereto and incorporated herein by reference.

SUBJECT TO:

1. General and Special Real Property Taxes for the current fiscal year.
2. Covenants, conditions, restrictions, easements, reservations, rights and rights-of-way of record.

SEACLIFF LAND, LLC,
a California limited liability company


By: 
Name: RICHARD S. HAMBLETON, JR., SPECIAL
TRUSTEE OF THE STEADFAST FAMILY
TRUST DATED 12/11/96
Its: MANAGER

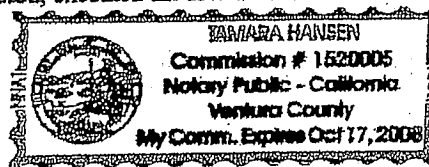
STATE OF CALIFORNIA)

COUNTY OF Ventura)

On May 31, 2005, before me, Tamara Hansen, a Notary Public in and for said state, personally appeared Richard S. Hambleton, Jr. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public



Mail Tax Statements To: (SAME AS ABOVE)

Attention: _____

Exhibit I

Schedule 1
to
Grant Deed

Legal Description of Property

All that certain real property situated in the County of Ventura, State of California, more particularly described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF FOR
LEGAL DESCRIPTION

RESERVING THEREFROM, all oil, gas, hydrocarbon substances and other minerals and fissionable substances in, on or under the Property, but without the right of entry upon the surface of the Property or to a depth of five hundred feet (500') below the surface thereof, for the purpose of exploring for, drilling, boring, marketing or removing such substances, including but not limited to the right to produce and take such substances by means of wells located on other lands directionally drilled from said other lands into or through the Property below a depth of five hundred feet (500') from the surface of the Property, as reserved and excepted by various deeds of record, and by this deed.

Exhibit I

Title Order Number:

File Number: VWL-1701104

Exhibit "A"

Real property in the City of , County of , State of , described as follows:

Parcel 1:

Parcel A of Tract No. 3793, in the County of Ventura, State of California, as per map recorded in Book 99, Pages 60 and 61 of Maps, in the office of the County Recorder of said County.

Except an undivided 50% interest in and to the perpetual and exclusive right to all oil, petroleum, coal, oil, naphtha and hydrocarbon substances and rights of entry and rights of way for developing the same and an undivided 50% interest in and to the exclusive right of using and occupying any part of said land which may be required for tanks, pipe lines, engines, derricks and other machinery for the convenient prosecution of oil development in and to said land, as reserved by Kaywalt Corp., a California Corporation, in deed recorded November 17, 1970 in Book 3749, Page 392, Official Records.

Excepting any portion of the above described property along the shore below the line of Natural Ordinary High Tide, and also excepting any artificial accretions to said land waterward of said line of Natural Ordinary High Tide.

Parcel 2:

Parcels A, B and Lot 45, in the County of Ventura, State of California, as shown on a Licensed Surveyor's map filed in Book 37, Pages 96 and 97 of Record of Surveys, in the Office of the County Recorder of said County.

Except that portion of Lot 45 described as Tract No. 3793, in the County of Ventura, State of California, as per map recorded in Book 99, Pages 60 and 61 of Maps, in the office of the County Recorder of said County.

Also except an undivided 50% interest in and to the perpetual and exclusive right to all oil, petroleum, coal, oil, naphtha and hydrocarbon substances and rights of entry and rights of way for developing the same and an undivided 50% interest in and to the exclusive right of using and occupying any part of said land which may be required for tanks, pipe lines, engines, derricks and other machinery for the convenient prosecution of oil development in and to said land, as reserved by Kaywalt Corp., a California Corporation, in deed recorded November 17, 1970 in Book 3749, Page 392 of Official Records.

Excepting any portion of the above described property along the shore below the line of Natural Ordinary High Tide, and also excepting any artificial accretions to said land waterward of said line of Natural Ordinary High Tide.

APN:

Exhibit J

NOV 1969

(415) 324-1127

07214 308200

J. W. JOHNSON
CONSULTING ENGINEER
266 LAKE DRIVE
BERKELEY, CALIFORNIA 94708

Special Copy

May 23, 1969

Mr. R.G. Drosendahl
District Design Engineer
Division of Highways, District 7
P.O. Box 2304
Los Angeles, California 90054

Project: Seacliff Area

Dear Mr. Drosendahl:

In connection with my letter to you of April 2, 1969, and the conference with you and Mr. Harvey on May 20th I have the following recommendations to make which I feel will permit you to firm-up your design of the highway relocation in the Seacliff area.

(1) Slope protection, west end of Seacliff.

A curved reveted slope from the new offshore fill to tie-in with the existing shoreline at station 110 is recommended. This reveted slope would be in front of houses 4-7, inclusive, and would start with a crest elevation of +15 feet at the walkway on the new fill and terminate at station 110 with a crest elevation of +10 feet. The nature of the tie-in to the existing revetment eastward from station 110 should be based on a field inspection.

As to whether or not the private property eastward of station 110 also must be protected by a reveted slope should be based on a wait-and-see attitude considering the extent of profile changes which might occur with time at the various ranges. The periodic profiles of the established ranges will provide information on any serious beach erosion. From the field inspection as well as from the recent series of ground photographs of the Seacliff beach it is evident that this beach consists of a thin layer of sand over a cobble base. Any serious erosion of the property in this area appears only a remote possibility, as the sand on the beach could be swept away only to leave the stable cobble beach which would still serve as a protection of the private waterfront property.

(2) Feeder Beach.

As mentioned in my letter of April 2 the impoundment of an appreciable volume of littoral drift as a result of the proposed offshore construction is so small compared with the annual rate of drift that no program of beach nourishment appears necessary. If the resurveys of the beach ranges in the Seacliff development show appreciable changes following start of construction, some sand could be easily added as necessary in the vicinity of range 110. Here again, the wait-and-see attitude should be adequate.

Exhibit J

May 23, 1964
(page 2)

(3) Groins.

As mentioned above, the Seacliff beach under natural conditions appears to be a cobble base with a thin layer of sand on the surface. No serious erosion of the cobble shoreline appears possible, and the use of groins therefore is unwarranted in the planning at this time.

(4) Beach Profiles.

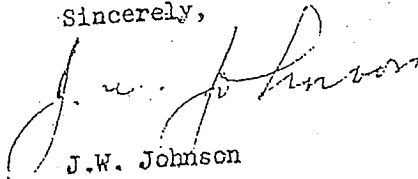
To continuously monitor the beaches changes (both in the natural conditions prior to construction and during and following construction) the beach profiles should be superimposed on the same plot as the data become available immediately after each survey. The nature and extent of any beach changes can then be evaluated.

(5) Summary.

The data on the Seacliff beach which are now available, combined with periodic future surveys of beach ranges, should provide an adequate guide to beach processes in the Seacliff area as a result of the new highway construction. Except for some minor bank revetment in the vicinity of station 110, other shoreline protection, groins, and sand nourishment should be based on a wait-and-see attitude.

I trust that these comments are adequate for your present design needs.

Sincerely,


J.W. Johnson

JWJ:fw

* The stone shown in ground photo 6650-5 which protects the firehouse should be of sufficient size to construct the curved revetted slope near station 110.

Exhibit J

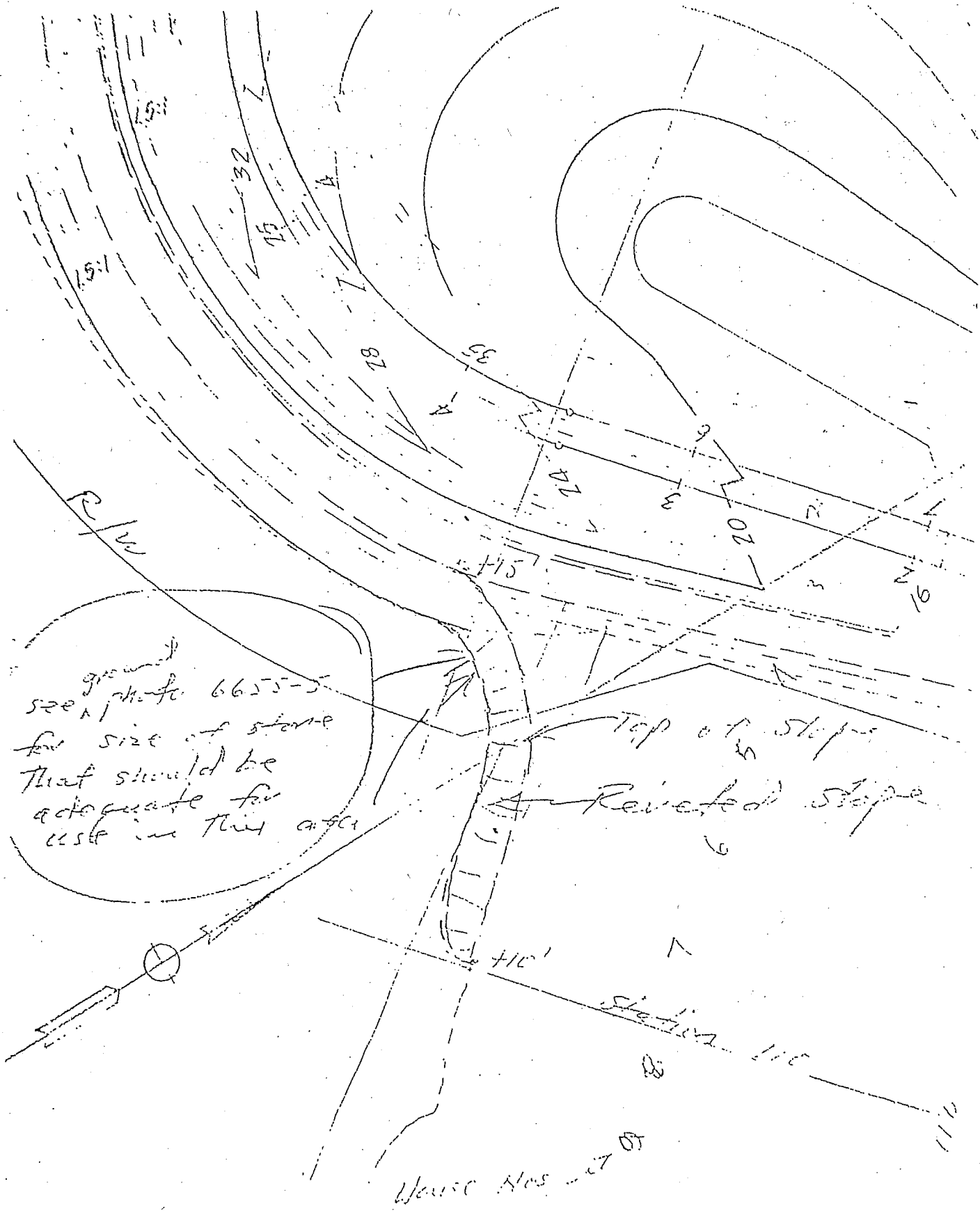


Exhibit K

07- N-101-39.8

Parcel 403 (Second portion)
Hoffman

CO-COMPARED

5095 4159 PAGE 001

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Recorded at the request of:
State of California
State Lands Commission

62049

WHEN RECORDED mail to:
State Lands Division
1600 L Street
Sacramento, CA 95814

RECORDED AT REQUEST OF
State Lands Commission
AT 20 MIN. PAST 11 M.
OFFICIAL RECORDS VENTURA COUNTY
AUG 29 1973

STATE OF CALIFORNIA
OFFICIAL BUSINESS - Document
entitled to free recordation
pursuant to Government Code
Section 6103

Robert L. Hoffman RECORDER FREE 11

S.L.C. No. B.L.A. 117
W 9084

RECORDER'S MEMO: Legibility
of writing, Typing or Printing
UNSATISFACTORY in Portions
of this document when received.

NO TAX DUE *Steven C. Lindfeldt*

Above space for Recorder's use

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

THIS BOUNDARY AGREEMENT made and entered into this
7th day of August 1973, by and between the STATE
OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION
(as Party of the First Part, hereinafter referred to as "the
State") and THOSE PARTIES WHICH OWN LANDS ADJACENT TO THE
COMMON BOUNDARY LINES ESTABLISHED HEREIN AND WHICH EXECUTE
COUNTERPARTS TO THIS AGREEMENT (as Parties of the Second Part
hereinafter collectively referred to as "Second Parties").

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W I T N E S S E T H:

WHEREAS, the State received title to the tidelands and submerged lands within the State upon being admitted to the Union by virtue of its sovereignty;

WHEREAS, the Second Parties are the owners of the uplands which are adjacent to the tidelands involved in this boundary agreement;

WHEREAS, the State Lands Commission pursuant to Section 6357 of the Public Resources Code:

" . . . may establish the ordinary high-water mark . . . tide, or submerged lands of this State, by agreement, arbitration, or action to quiet title, whenever it is deemed expedient or necessary."

WHEREAS, the ordinary high-water mark as it exists in its last natural state, which constitutes the boundary between the lands owned by the State by virtue of its sovereignty, that is the submerged and tidelands, and the lands and interest therein owned by the Second Parties, that is the uplands, has been and will be further affected by artificial processes as a result of construction of existing State Highway Route 101 and the proposed construction of Route 07-Ven-101 Freeway entailing the placement of approximately 2,800,000 cubic yards of fill on tide and submerged lands along the coast of the Pacific Ocean between Seacliff and Mussel Shoals, Ventura County, which has and will obliterate the location of the ordinary high-water mark as it existed or exists in a state of nature.

WHEREAS, the State and the Second Parties consider it expedient and necessary and in the best interests of the State and the public to describe and fix permanently the ordinary high-water mark as the boundary between the lands owned by the State by virtue of its sovereignty and the Second Parties' lands and forever set at rest any and all questions relating

1 to the location of said ordinary high-water mark;

2 WHEREAS, the sole purpose and effect of this agreement is the estab-
3 lishment of a fixed boundary of the lands of the State of California along the
4 coast of the Pacific Ocean between Seacliff and Mussel Shoals, Ventura County,
5 owned by the State in fee in its sovereign capacity and to preserve and clarify
6 as to past, present and future Second Parties' interests in and to oil, gas,
7 mineral and other hydrocarbon substances; and the rights of Second Parties in
8 and to the State Leases known and identified as PRC 145.1, PRC 410.1, PRC 427.1
9 and PRC 429.1.

10 NOW, THEREFORE, in order to locate, describe, and permanently estab-
11 lish the ordinary high-water mark as the true and correct boundary line between
12 the lands owned by the State by virtue of its sovereignty and the Second
13 Parties' lands, it is agreed that said boundary line is, shall be and was in
14 its last natural condition located and established as follows:

15 Beginning at a point identified as Monument 6 as shown
16 upon a map entitled "Map of Areas in the Vicinity of
17 Seacliff, Ventura County, California, Covered by Permits
18 and Leases Granted Under Chap. 303, Stats. of Calif. 1921,"
19 approved September 1, 1930 by W. B. Kingsbury, Chief of
20 Division of State Lands, and filed in Book 1A, Page 47 of
21 Miscellaneous Records in the Office of the County Recorder
22 of Ventura County; thence N. 70° 54' E., 200.95 feet; thence
23 N. 86° 59' E. 902.88 feet; thence N. 80° 05' E., 609.73
24 feet; thence S. 83° 19' E., 410.15 feet; thence S. 66° 04'
25 E., 452.47 feet; S. 52° 11' E., 613.00 feet to Monument No. 8;
26 thence S. 45° 19' E., 800.53 feet to Monument No. 9; thence
27 S. 45° 19' E., 448.04 feet to Monument No. 10; thence S. 38°
28 41' E., 1,688.29 feet to a point on the indicated southerly
29 line of Sec. 8, T. 3 N., R. 24 W., S.B.M., thence S. 38° 41'
30 E., 1,146.10 feet to Monument No. 13; thence S. 33° 39' E. *CM*
31 666.11 feet to Monument No. 15; thence S. 39° 38' E., 669.88
feet to Monument No. 16; thence S. 35° 34' E., 303.75 feet to
Monument No. 17; thence S. 35° 34' E., 212.63 feet.

1. This agreement shall be effective upon the occurrence of the
following acts: (a) the execution of this agreement by all of the interested
parties listed on Exhibit "A" attached hereto and incorporated herein by refer-
ence and, in the event any such party listed on Exhibit "A" voluntarily or
involuntarily disposes of any interest affected by this agreement prior to
recordation of this agreement, the execution of this agreement by the succes-
sor in interest of such party, in lieu of such party to the extent of the interest

1 disposed of by said party; and (b) the recordation of this agreement, executed
2 by all of the interested parties listed in Exhibit "A" in the Office of the
3 County Recorder of the County of Ventura. The effective date of this agreement
4 shall be the date of the recordation as provided in the preceding sentence.
5 Upon becoming effective, this agreement shall be binding upon and inure to the
6 benefit of the parties that executed this agreement and the successors and
7 assigns of said parties.

8 2. This agreement may be executed in any number of counterparts and
9 each executed counterpart shall have the same force and effect as an original
10 and as if all of the parties to the aggregate counterparts had signed the same
11 instrument. Any signature page of this agreement may be detached from any
12 counterpart of this agreement without impairing any signatures thereon, by the
13 Executive Officer of the State Lands Commission or by any person so designated
14 by said Executive Officer, and may be attached to another counterpart of this
15 agreement identical in form hereto but having attached to it one or more
16 additional signature pages. In the execution of this agreement each party
17 hereto shall furnish such acknowledgments and certifications as may be necessary
18 to permit the recordation of this agreement in the office of the County Recorder
19 of the County of Ventura.

20 3. Any owner of property, or person having an interest therein,
21 adjacent to the aforescribed boundary line, or within the areas adjoining
22 such boundary line listed on Exhibit "B" attached hereto and incorporated herein
23 who has not executed this agreement at the time of recordation, may within
24 ten (10) years of the effective date of this agreement become a party to said
25 agreement by executing a counterpart hereto in the form used by the parties
26 executing this agreement, attached to and made a part hereof. Such an executed
27 counterpart shall be deposited with the Executive Officer of the State Lands
28 Commission who shall have said executed counterpart recorded in the Office of
29 of the County Recorder of the County of Ventura, and shall become effective
30 upon recordation in said office. Notwithstanding the foregoing, the execution
31 of a counterpart of this agreement by such other owner or person shall not be

1 effective unless this agreement has previously become effective as provided in
 2 paragraph 1 hereof. The cost of recording said counterpart shall be paid by
 3 the party which shall have executed it. After said counterpart has been
 4 recorded, it shall be attached to the copy of said agreement by the Executive
 5 Officer of said Commission. The failure of any such owner or person adjacent
 6 to the aforescribed boundary line to execute a counterpart of this agreement
 7 shall in no way affect the consideration supporting this agreement, or the
 8 validity or binding nature thereof, as between those owners which become
 9 parties hereto and the State.

10 4. This agreement is not intended to affect the present ownership
 11 or the rights to extract, produce and mine any and all oil, oil rights,
 12 minerals, mineral rights, natural gas, natural gas rights, and other hydro-
 13 carbon substances by whatsoever name known that may be below a depth of 100
 14 feet from the surface of the lands acquired by the State for highway purposes
 15 in Action No. 52546, Ventura County Superior Court, titled People v. Walter W.
 16 Hoffman, et al., Parcel No. 403-7 and Parcel No. 403-15*, together with the
 17 perpetual right of drilling, mining, exploring, producing from and operating
 18 therefor and removing the same from the land affected or covered by this agree-
 19 ment or any other land, including the right of whipstock or directionally drill
 20 and mine from lands other than those otherwise described, oil or gas wells,
 21 tunnels and shafts into, through or across the subsurface of the land herein-
 22 above described, and to bottom such whipstocked or directionally drilled wells,
 23 tunnels and shafts underneath and beneath or beyond the exterior limits thereof
 24 and to redrill, retunnel, equip, maintain, repair, deepen and operate any such
 25 wells or mines, without, however, the right to drill, mine, explore and operate
 26 through the surface or within 100 feet of the surface of said land acquired by
 27 the State or otherwise directly endanger the safety of any highway that may be
 28 constructed on said lands. It is also agreed and understood that this agree-
 29 ment will not affect the rights to any past, present, or future royalties or
 30 payments from any leases, offshore or otherwise, or agreements involving lands
 31 included in, referred to, or which may be affected by this agreement. It is

*403-8, -9, -10, -11, -12, -13, -14, -16, -19, -33, -35

Exhibit K

BOOK 4159 PAGE 966

1 not intended that by this agreement, Second Parties acquire any oil, gas,
2 mineral, or other hydrocarbon rights, other than those that they had as of
3 March 24, 1970.

4 IN WITNESS WHEREOF, each party hereto has caused this agreement to
5 be executed.

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EXHIBIT "B"

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

NAMES OF PERSONS WHO MAY EXECUTE THE
PROPOSED BOUNDARY AGREEMENT WITHIN TEN YEARS

Edith H. Hoffman
Casitas Ranch Company, a partnership
Pan American Petroleum Company, a corporation
The Atlantic Richfield Company, a corporation
Yunker, Morton and Dolley, a partnership
F. E. Fairfield
George Milligan
Beloil Corporation, Ltd., a corporation
Lido Petroleum Company, a corporation.
Sexton Corporation
Neptune Corporation
O. C. Field Gasoline Corporation
Fred Goodstein
Fullerton Oil & Gas Corporation
Monterey Oil Company, a Delaware corporation
Security-First National Bank of Los Angeles, a corporation
The Chase National Bank of the City of New York
The First National Bank of Chicago
Bankers Trust Company
Humble Oil and Refining Company
Cosmopolitan Oil Corporation
West Wall of Delaware Inc.
Albantu Oil and Gas Corporation
Wm. B. Bateman
The Chase Manhattan Bank, a corporation
Any other party who has, or may acquire, an interest abutting the boundary line herein who desires to execute this agreement and is not specifically listed above.

EXHIBIT "A"

BOUNDARY AGREEMENT -- B.L.A. NUMBER 117

NAMES OF PERSONS REQUIRED TO EXECUTE
THE PROPOSED BOUNDARY AGREEMENT

Grace Hobson Smith

Grace Hobson Smith and Fred W. Smith, as trustees under the will of
A. L. Hobson, deceased

Walter W. Hoffman and Katherine Hoffman Haley

State of California, Department of Public Works, Division of Highways

State of California, acting by and through the State Lands Commission

County of Ventura

1 Attached to and made a part of BOUNDARY AGREEMENT - D.L.A. NUMBER 117.

3 Dec. 16, 1972
4 December 16, 1972.

Helen Margaret Smith
Helen Margaret Smith

6 November 21, 1972
Date

Barbara Barnard Smith
Barbara Barnard Smith

9 Dec. 8, 1972
Date

Janice Smith
Executrix of the Estate of
Rodney H. Smith, Deceased

12 Dec 8 - 1972
Date

Fred W. Smith
Executor of the Estate of
Grace Hobson Smith, Deceased

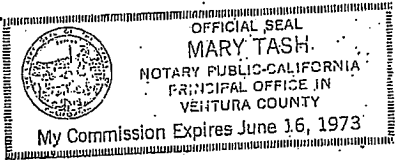
15 Acknowledgment:

16 STATE OF CALIFORNIA)
County of Ventura) ss.

17 On December 16, 1972, before me, the undersigned, a Notary Public in
18 and for said State, personally appeared HELEN MARGARET SMITH, known
19 to me to be the person whose name is subscribed to the within in-
20 strument and acknowledged that she executed the same.

21 WITNESS my hand and official seal.

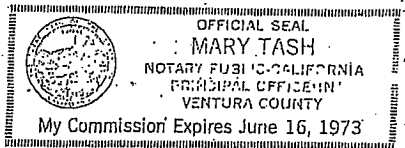
Mary M. Tash
22 Mary M. Tash, Notary Public in
23 and for said State.



24 STATE OF CALIFORNIA)
County of Ventura) ss.

25 On November 21, 1972, before me, the undersigned, a Notary Public
26 in and for said State, personally appeared BARBARA BARNARD SMITH,
27 known to me to be the person whose name is subscribed to the with-
28 in instrument and acknowledged that she executed the same.

Mary M. Tash
29 Mary M. Tash, Notary Public in
30 and for said State.



31 STATE OF CALIFORNIA)
County of Ventura) ss.

On December 8, 1972, before me, the undersigned, a Notary Public in
and for said State, personally appeared JANICE SMITH, as Executrix
of the estate of Rodney H. Smith, deceased, and FRED W. SMITH, as
Executor of the estate of Grace Hobson Smith, deceased, known to me
to be the persons whose names are subscribed to the within instru-
ment and acknowledged that they executed the same.

Mary M. Tash
Mary M. Tash, Notary Public in
and for said State.

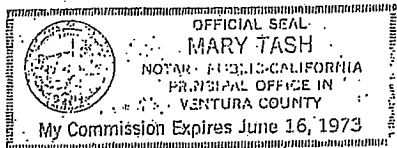


Exhibit K

1 Attached to and made a part of BOUNDARY AGREEMENT - B.L.A. NUMBER 117.

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STATE OF CALIFORNIA
acting by and through
STATE LANDS COMMISSION

4

5

August 7, 1973
Date

By E. N. Gladish
E. N. GLADISH
Executive Officer

6

7

STATE OF CALIFORNIA }
COUNTY OF Sacramento } ss.

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10 On August 7, 1973, before me, the undersigned, a Notary
11 Public in and for said State, with principal office in Sacramento
12 County, personally appeared E. N. GLADISH, known to me to be the Executive
13 Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA, the Commission
14 that executed the within Instrument, known to me to be the person who executed
15 the within Instrument on behalf of the Commission therein named, and acknow-
16 ledged to me that such Commission executed the within Instrument pursuant to
17 a resolution of its Commissioners.

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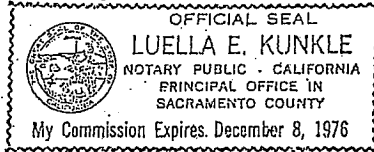
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.



Luella E. Kunkle
Notary Public in and for the
County of Sacramento
State of California

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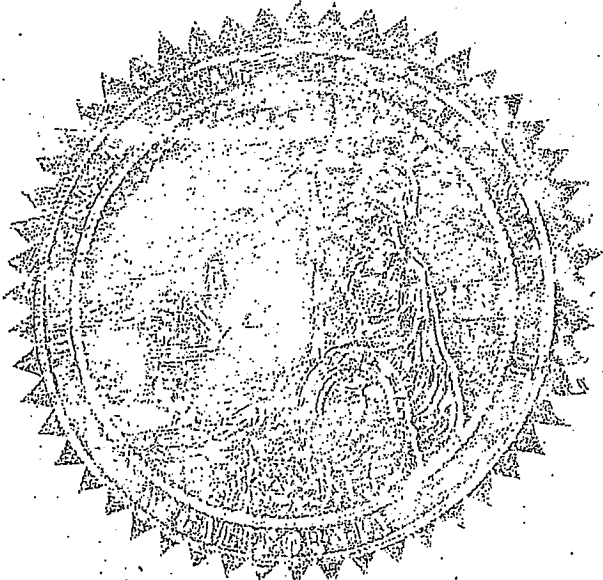
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IN APPROVAL WHEREOF, I,

RONALD REAGAN

Governor of the State of California have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to Section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento, this, the 9th day of August in the year of our Lord one thousand nine hundred and seventy-three.

Ronald Reagan
Governor of State



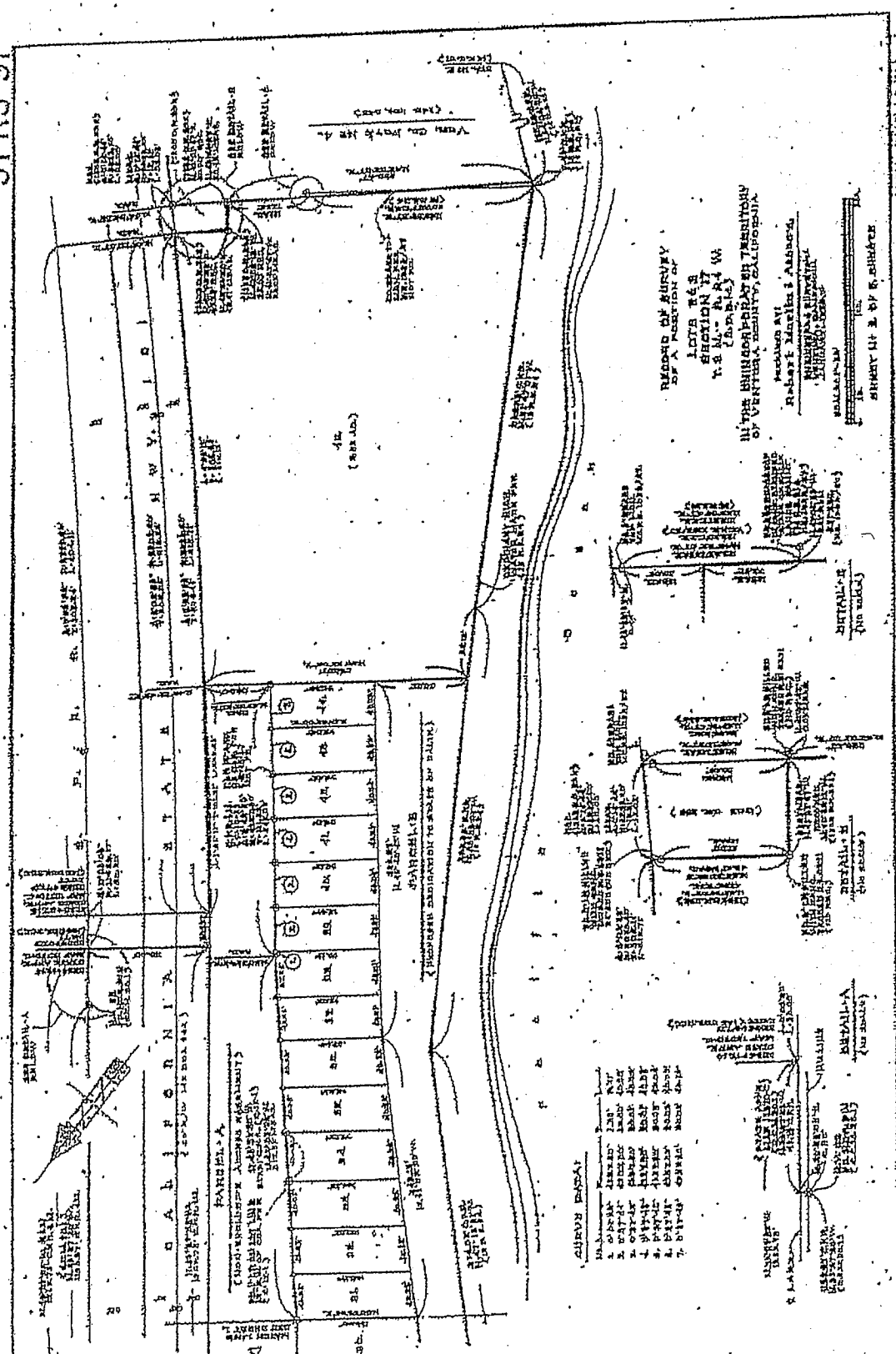
Attest:

Edward G. Brown
Secretary of State

by Miriam R. Hinderger
Deputy Secretary of State

Exhibit L

37 RS 97



RECORD OF SURVEY
 FOR A PORTION OF
 LOTS 1 & 2
 SECTION 17
 T. 3 N. R. 14 W.
 IN THE BINGHAM PRAY IN TRUSTS
 OF VENTURA COUNTY, CALIFORNIA
 PREPARED BY
 Robert Martin & Associates
 11111 111th Street
 San Diego, California
 92120
 SHEET NO. 2 OF 2 SHEETS

- COURTESY
 1. ...
 2. ...
 3. ...
 4. ...
 5. ...
 6. ...
 7. ...

DETAILED (see notes)
 (SEE NOTES)

Exhibit M

PH 02 67 76-134



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, CORPS OF ENGINEERS
P. O. BOX 2711
LOS ANGELES, CALIFORNIA 90053

SPLCO-N

RECEIVED
Public Notice No. 76-134
9 July 1976
Date Comments Due:
9 August 1976

YOU ARE INVITED TO COMMENT ON THIS APPLICATION FOR A PERMIT

APPLICANT:

State of California
Caltrans, District 07
120 South Spring Street
Los Angeles, California 90012

ACTIVITY: Proposed construction of a 900-foot-long rock riprap wall (6,000 tons of 2 to 4 ton rocks) and the placement of 5,000 cubic yards of sandy fill material behind the rock riprap. This work will be conducted along the shoreline at Hobson Park (5210 W. Pacific Coast Highway) and Hoffman Property, 8 miles ^{NEAR} north of San Buenaventura, Ventura County, California, as shown on the drawing accompanying this notice.

PURPOSE AND USE: To stop shoreline erosion and to prevent further beach and ocean pollution from the existing oil impregnated Hoffman Property material.

FEDERAL, STATE AND LOCAL AUTHORIZATIONS: The applicant has applied (Application No. 88-8) to California Coastal Zone Conservation Commission - South Central Region.

ENVIRONMENTAL IMPACT: This office does not intend to prepare an Environmental Impact Statement on this activity unless significant detrimental effects are brought to our attention. The applicant has prepared an Environmental Study.

PUBLIC HEARING: Any person who has an interest which may be adversely affected by the issuance of a permit may request a public hearing. The request must be submitted in writing to the District Engineer within thirty (30) days of the date of this notice and must clearly set forth the interest which may be affected and the manner in which the interest may be affected by the activity. Activities under Section 103 of the Marine Protection, Research and Sanctuaries Act (PL 92-532) and Section 404 of the Federal Water Pollution Control Act (PL 92-500) will be considered in conjunction with this notification.



Exhibit M

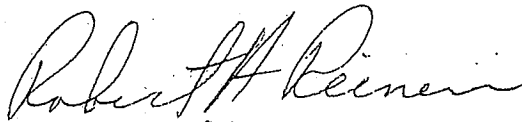
9 July 1976

SPLCO-N

APPLICANT: R. J. Datel

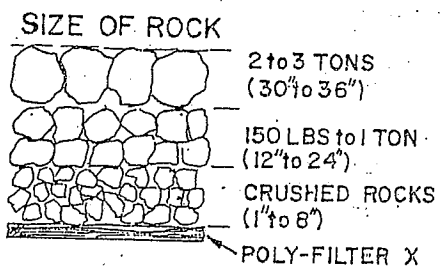
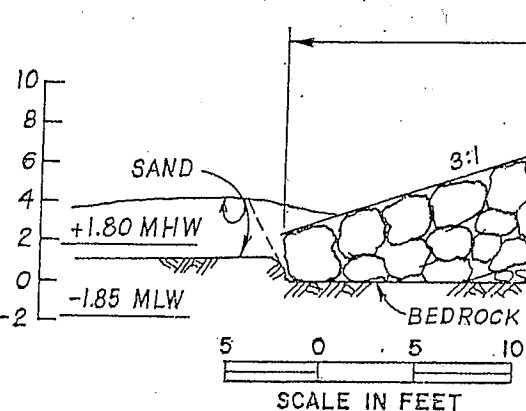
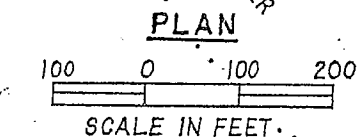
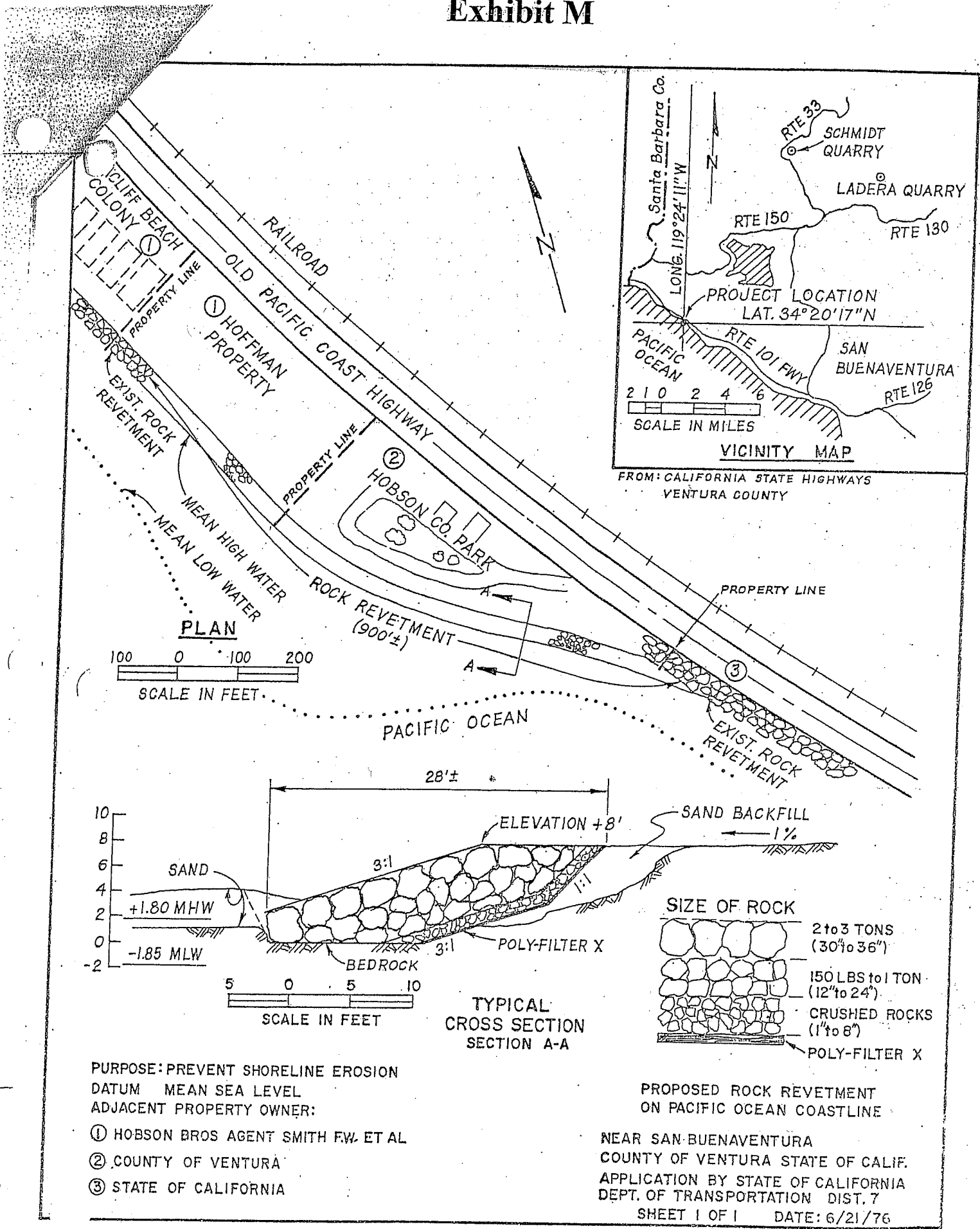
CRITERIA: Your written comments or objections should include the number and date of this notice and must reach this office within thirty (30) calendar days. The decision whether to issue a permit will be based on an evaluation of the probable impact of the activity on the public interest. That decision will reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the activity must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the activity will be considered; among those are conservation, economics, aesthetics, general environmental concerns, historic values, fish and wildlife values, flood damage prevention, land use classification, navigation, recreation, water supply, water quality, and, in general, the needs and welfare of the people. Details of changed conditions on the final permit action will be provided upon request.

FOR THE DISTRICT ENGINEER:



ROBERT H. REINEN
LTC, CE
Deputy District Engineer

Exhibit M



PURPOSE: PREVENT SHORELINE EROSION
 DATUM MEAN SEA LEVEL
 ADJACENT PROPERTY OWNER:
 ① HOBSON BROS AGENT SMITH F.W. ET AL
 ② COUNTY OF VENTURA
 ③ STATE OF CALIFORNIA

PROPOSED ROCK REVETMENT ON PACIFIC OCEAN COASTLINE
 NEAR SAN BUENAVENTURA
 COUNTY OF VENTURA STATE OF CALIF.
 APPLICATION BY STATE OF CALIFORNIA
 DEPT. OF TRANSPORTATION DIST. 7
 SHEET 1 OF 1 DATE: 6/21/76

Exhibit N

RECEIVED

OCT 04 2010

STATE LANDS
COMMISSION LEGAL

(SPACE DESIGN FOR FILING STAMP ONLY)

NORMAN, CORMANY, HAIR & COMPTON
ATTORNEYS AT LAW
625 NORTH "A" STREET
P. O. BOX 123X
OXNARD, CALIFORNIA
TELEPHONE HUNTER 7-5581

FILED

NOV 9 - 1972

ROBERT L. HAWK, County Clerk
[Signature]
Deputy County Clerk

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA
(Oxnard Branch)

FRED W. SMITH, as Executor for
the estate of Grace Hobson Smith,
deceased; JANICE P. SMITH as
executrix of the estate of Rodney
Hobson Smith, deceased; BARBARA
BARNARD SMITH; HELEN MARGARET
SMITH; WALTER W. HOFFMAN; and
KATHERINE HOFFMAN HALEY,

Plaintiffs,

vs.

STATE OF CALIFORNIA

No. . . .
COMPLAINT FOR INVERSE
CONDEMNATION (California
Constitutional Article 1,
Section 14)

PLAINTIFFS ALLEGE:

FIRST CAUSE OF ACTION

1. The Department of Public Works of the State of California is, and at all times mentioned herein, was, the duly authorized body in charge of State Highways and is by law vested with authority to exercise in the name of the defendant, the State of California, the power to acquire property for State Highway purposes and the power to construct highways for public use and public purposes.

2. At all times mentioned herein, plaintiffs were

Exhibit N

1 and are the owners of the coastal real property located in
2 Ventura County, California, bounded on one side by approximately
3 3-1/2 miles of the mean high tide line of the Pacific Ocean. A
4 portion of said property, commonly known as the Seacliff Beach
5 Colony, is subdivided into 40 lots upon which lessees have
6 constructed beach homes and appurtenant improvements. Said
7 property is more particularly described in Exhibit "A" attached
8 hereto, and by this reference made a part hereof.

9 3. On or about September 1, 1970, the defendant, the
10 State of California, by and through its Department of Public
11 Works Division of Highways, began construction of and has, to
12 the date hereof, continued to build and maintain a causeway
13 on the tideland and portions of the upland property adjacent
14 to and north of the plaintiffs' said property for the right-of-
15 way of Highway 101 which runs parallel and adjacent to the east
16 boundary of the plaintiffs' property.

17 4. As a direct and proximate result of the construction
18 of said highway improvement, as deliberately designed and built,
19 the natural state of equilibrium previously existing between
20 the effects of ocean waves, tides and currents on the sandy beach
21 on the plaintiffs' property and the effects of the littoral
22 drift or current running along the shoreline north to south
23 and normally carrying sand in suspension onto the plaintiffs'
24 upland and replenishing sand washed away therefrom, was inter-
25 ferred with.

26 5. As a necessary and natural consequence, and as
27 a further direct and proximate result of the construction of
28 said causeway, plaintiffs' upland property was denuded of sand

Exhibit N

1 and eroded to such an extent that the ordinary mean high tide line
2 moved shoreward from its location prior to the construction of the
3 causeway approximately 60 feet in front of the Seacliff Beach Colony
4 and an average of approximately 25 feet in front of the remaining
5 portion of plaintiffs' beach front property. That portion of
6 plaintiffs' upland property between the ordinary mean high tide
7 line established prior to and the ordinary high tide line exist-
8 ing subsequent to such improvement has been totally and completely
9 taken, damaged, or destroyed. Because of the severance of and
10 damage to such upland property, the remaining portion of plaintiffs'
11 property has diminished in fair market value.

12 6. The fair market value of the plaintiffs' upland property
13 taken, damaged or destroyed by defendant, is the sum of One
14 Million Two Hundred Ninety Two Thousand Two Hundred (\$1,292,200)
15 Dollars and the diminution in the fair market value of the
16 remaining portion of plaintiffs' property because of said taking,
17 damaging or destroying by defendant is the sum of One Million
18 Two Hundred Thirty Thousand (\$1,230,000) Dollars.

19 7. At all times mentioned herein, plaintiffs have taken
20 all reasonable steps and precautions to minimize the amount of
21 property taken as described herein and to mitigate the damage
22 caused to the remaining portion of plaintiffs' property.

23 8. Plaintiffs have filed a claim against the defendant
24 for the taking, damaging or destroying of the above-described
25 property on July 21, 1972, and said claim was rejected by the
26 State Board of Control on August 15, 1972.

27 9. Because of defendant's actions plaintiffs have and will
28 continue to incur costs and expenses for attorneys, appraisal,

Exhibit N

1 and engineering fees.

2 SECOND CAUSE OF ACTION

3 10. Plaintiffs refer to paragraphs 1, 2, 3, 7, 8 and 9
4 inclusive of their First Cause of Action herein, and by this
5 reference make them a part hereof as though fully set forth.

6 11. The defendant, State of California, negligently,
7 carelessly, and with a reckless disregard for the natural and
8 necessary consequences, designed and constructed the causeway
9 referred to in paragraph 3 hereof, in a manner which interfered
10 with the natural and normal state of equilibrium previously
11 existing between the effects of ocean waves, tides and currents
12 on the sandy beach on the plaintiffs' property, and the effects
13 of the littoral drift or current running along the shore line
14 north to south and normally carrying sand in suspension onto
15 the plaintiffs' upland and replenishing sand washed away there-
16 from.

17 12. As a direct and proximate result of defendant's negli-
18 gence and carelessness in designing and building the causeway,
19 and as a necessary and natural consequence thereof, the
20 plaintiffs' upland property has been denuded of sand and eroded
21 to such an extent that the ordinary mean high tide line, moved
22 shoreward from its location prior to the construction of said
23 causeway approximately 60 feet in front of the Seacliff Beach
24 Colony and an average of approximately 25 feet in front of the
25 remaining portion of plaintiffs' beach frontage property. That
26 portion of plaintiffs' upland property between the ordinary
27 mean high tide line established prior to and the ordinary mean
28 high tide line existing subsequent to such improvement has been

Exhibit N

1 totally and completely taken, damaged or destroyed, and the
2 remaining portion of plaintiffs' property has been diminished in
3 its fair market value.

4 13. At all times mentioned herein, the defendant knew or
5 should have known, and was put upon notice, that the construction
6 of said causeway, as deliberately designed and built, would as
7 a direct and proximate result thereof, cause said portion of
8 plaintiffs' upland to be taken, damaged or destroyed and cause
9 the diminution in the fair market value of plaintiffs' remaining
10 property, as hereinabove described.

11 14. The fair market value of the plaintiffs' upland prop-
12 erty taken, damaged or destroyed, is the sum of One Million Two
13 Hundred Ninety Two Thousand Two Hundred (\$1,292,200) Dollars
14 and the diminution in the fair market value of the remaining
15 portion of plaintiffs' property because of said taking, damaging
16 or destroying is the sum of One Million Two Hundred Thirty
17 Thousand (\$1,230,000) Dollars.

18 THIRD CAUSE OF ACTION

19 15. Plaintiffs refer to paragraphs 1, 2, 3, 4, 7, 8, and 9
20 inclusive of their First Cause of Action, and paragraph 13 of
21 their Second Cause of Action and they incorporate them herein
22 as though fully set forth.

23 16. The defendant, State of California, deliberately designed
24 and built the highway improvement described hereinabove, but
25 negligently, carelessly, and with a reckless disregard for the
26 necessary and natural consequences, failed to take reasonable and
27 necessary steps and precautions to protect plaintiffs' property
28 from erosion by ocean waves, tides, and currents as changed by

Exhibit N

1 the construction of said causeway, as herein described in
2 paragraph 4 hereof.

3 17. As a direct and proximate result of defendant's negli-
4 gence, carelessness, and recklessness, as alleged, plaintiffs'
5 upland property has been denuded of sand and eroded to such an
6 extent that the ordinary mean high tide line moved shoreward from
7 its location prior to the construction of said causeway approxi-
8 mately 60 feet in front of the Seacliff Beach Colony and an average
9 of approximately 25 feet in front of the remaining portion of
10 plaintiffs' beach front property. That portion of plaintiffs'
11 upland property between the ordinary mean high tide line existing
12 subsequent to the construction of such improvement has been totally
13 and completely taken, damaged or destroyed, and due to the sever-
14 ence of and damage to such property, the remaining portion of
15 plaintiffs' property has diminished in its fair market value.

16 18. The fair market value of the plaintiffs' property taken,
17 damaged or destroyed is the sum of One Million Two Hundred
18 Ninety Two Thousand Two Hundred (\$1,292,200) Dollars and the
19 diminution in the fair market value of the remaining portion
20 of plaintiffs' property because of said taking, damaging or
21 destroying is the sum of One Million Two Hundred Thirty Thousand
22 (\$1,230,000) Dollars.

23 WHEREFORE, plaintiffs pray judgment against defendant as
24 follows:

25 1. For the taking of and/or damage to the plaintiffs' upland
26 property between the ordinary mean high tide line established
27 prior to and the ordinary mean high tide line existing subsequent
28 to the construction of said highway improvement in the sum of

Exhibit N

1 One Million Two Hundred Ninety Two Thousand Two Hundred
2 (\$1,292,200) Dollars plus interest thereon at the rate of seven
3 (7%) percent per annum from the date of taking, damaging or
4 destroying of plaintiffs' property until paid in full.

5 2. For the diminution in the fair market value of plaintiffs'
6 remaining property in the sum of One Million Two Hundred Thirty
7 Thousand (\$1,230,000) Dollars with interest thereon at the rate
8 of seven (7%) percent per annum from the date of the taking
9 and damaging of plaintiffs' property until paid in full.

10 3. Reasonable costs, disbursements and expenses, including
11 reasonable attorneys, appraisal and engineering fees.

12 4. Cost of suit incurred herein; and

13 5. Such other and further relief as this Court may deem
14 proper.

15 Dated: October 31, 1972.

16
17 NORDMAN, CORMANY, HAIR & COMPTON

18 By: Kenneth M. High, Jr.
19 Attorneys for Plaintiffs
20
21
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27
28

Exhibit O

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT is entered into this _____ day of _____, 1977, by and between the State of California ("State"), Barbara Barnard Smith; Helen Margaret Smith; Barbara B. Smith and Janice P. Willis (formerly Janice P. Smith), as Trustees under the Will and Codicil of Rodney H. Smith, deceased; Walter W. Hoffman; and Katherine Hoffman Haley, ("Plaintiffs"), and the County of Ventura ("County").

R E C I T A L S:

A. On November 9, 1972, the plaintiffs filed a complaint for inverse condemnation against the State in the Superior Court of the State of California in and for the County of Ventura as Case No. 2741X alleging, in general, that as a direct and proximate result of the construction of a portion of Highway 101 in the area near the plaintiffs' property as described more particularly in said complaint, the plaintiffs' property was damaged and a portion thereof taken by the erosion of ocean front property.

B. The County is the owner of that certain property located adjacent and south of the plaintiffs' property fronting on the Pacific Ocean, commonly known and referred to as "Hobson Park".

C. Immediately following the completion of the construction of said Highway 101 improvement, the State constructed a rock seawall revetment along a portion of the plaintiffs' property in order to protect the single family residences located thereon. The remaining portion of the plaintiffs' property located to the south of the most southerly extension of said revetment and adjacent to the County Park was not improved with said revetment and was left unprotected, as was the Hobson Park.

D. On or about August 6, 1976, the State submitted to the plaintiffs and the County a proposal for the construction of a rock

Exhibit O

seawall revetment along the southerly ocean frontage of the plaintiffs' property and Hobson Park to tie in with the existing revetment along the northerly frontage of the plaintiffs' property. The plans were reviewed by the County and the plaintiffs and approved. A copy of said plans and specifications is attached hereto marked "Exhibit A" and incorporated herein by this reference. On or about said date it was agreed that the State would construct the said rock revetment according to the approved plans and specifications and upon completion the County and the plaintiffs would release the State from all liability for damage to their respective properties as a result of the construction of the Highway 101 improvement, and the plaintiffs would dismiss the said complaint filed in the Superior Court of Ventura County, with prejudice.

NOW, THEREFORE, in consideration of the agreements contained herein and the construction of the said revetment by the State it is agreed as follows:

1. Upon the execution hereof by all parties plaintiffs will cause a dismissal with prejudice in the said Superior Court action to be filed and a file-stamped copy thereof delivered to the State.
2. The State will deliver to plaintiffs upon the receipt of a duly executed copy hereof the sum of One Thousand Three Hundred Ninety-One Dollars (\$1,391.00) as reimbursement to the plaintiffs for costs and expenses incurred in connection with hiring Dr. Bernard W. Pipkin, PHD, as a consulting engineer in relation to this case, payable to the Seacliff Land Company, 2495 Harbor Boulevard, Ventura, California, 93001.
3. Upon receipt of a signed copy of this agreement, the County will deliver to the State the sum of One Thousand Dollars (\$1,000.00) to defray a portion of the costs incurred in the

Exhibit O

construction of the revetment.

4. The State hereby warrants that the revetment constructed pursuant to this agreement on the plaintiffs' and County's property was constructed in accordance with the plans and specifications attached hereto as "Exhibit A."

5. Plaintiffs and County hereby fully release and discharge the State from any and all liability, claims or causes of action for damages of any kind or nature, known or unknown, existing or non-existing, relating to or arising out of any erosion or accretion caused by or related to the construction of the Highway 101 improvement, the said revetment constructed immediately after the completion of the said highway and the revetment built pursuant to this agreement, except such damages that may result from the construction of the revetment built pursuant hereto or any portion of it, in a manner which is not consistent with the plans and specifications therefor.

6. All parties acknowledge having been apprised of all rights that may be granted to them pursuant to Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have immaterially affected his settlement with the debtor."

Having been so apprised, the parties nevertheless elect to, and do, waive all rights that may be granted to them pursuant to said section and do further assume all risks for claims heretofore or hereafter arising, known or unknown, from the subject matter of this release.

7. This release agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Exhibit O

void or attempt to void or terminate this agreement or modify the same; then the prevailing party in such action shall be entitled to recover his costs of suit and reasonable attorney's fees.

9. The State shall hereafter have no duty to maintain or repair the said revetment or any portion of it, except and unless there is need for the same as a proximate result of the revetment being built in a manner which is inconsistent with the plans and specifications therefor. It is acknowledged that the plaintiffs and the County, as the owners of their respective properties, may undertake such maintenance and repair as they deem appropriate but they shall have no obligation to do so.

10. This compromise and release of the disputed claims herein does not constitute an admission of liability on the part of the State for damages sustained at the time and place above-mentioned.

11. This agreement may be executed in counter-parts with the same force and effect as if executed in the form of a single document.

STATE OF CALIFORNIA

by: *Joseph W. Wilson*

by: _____

"STATE"



COUNTY OF VENTURA

by: *Fred Scandian*

"COUNTY"

CHAIRMAN BOARD OF SUPERVISORS

Barbara Barnard Smith
Barbara Barnard Smith

Helen Margaret Smith
Helen Margaret Smith

Walter W. Hoffman
Walter W. Hoffman

Katherine Hoffman Haley
Katherine Hoffman Haley

Janice P. Willis
Janice P. Willis

and *Barbara B. Smith* as
Barbara B. Smith

Trustees under the Will and Codicil of Rodney H. Smith, deceased

STATE LANDS COMMISSION

1807 13TH STREET
SACRAMENTO, CALIFORNIA 95814

March 23, 1983

File Ref.: SD 83-02-22

Mr. Robert E. Martin
Robert Martin and Associates
1143 East Main Street
La Quinta Bldg.
Ventura, CA 93001

Dear Mr. Martin:

SUBJECT: Proposed Recordation of Tract 3793, Lot 45 (37 R.S. 96),
Portion of Lot 3, Section 17 (T3N, R24W, SBM)

We have received your letter of February 15, 1983, along with the maps that were enclosed.

The State Lands Commission has jurisdiction over lands waterward of the last natural mean high tide line or the ordinary high water mark. The 1953 ordinary high water mark was a line that was surveyed by this office at one particular point in time. As you are probably aware, the mean high tide line is a line that may fluctuate and change from day to day. Moreover, since the time of the survey the site has become subject to artificial influences. Therefore the 1953 ordinary high water mark does not necessarily indicate the boundary between State land and privately owned upland.

Because the location of the tideland boundary is not known at the present time, and the proposed tract map is landward of the 1953 O.H.W.M. a permit will not be required from the State Lands Commission at this time. However, we do reserve the right to require a permit at some future time if it is shown that State land is, in fact, involved.

This action does not constitute, nor shall it be construed as, a waiver of any right, title or interest, including sovereign interests, in any lands owned by or under the jurisdiction of the State of California, or any of its agencies, or any grantee in trust of sovereign lands, including, but not limited to political corporations or subdivisions of the State.

If you have any questions, please call Betty Louie at (916) 322-7823.

Sincerely,

LESLIE H. GRIMES
Deputy Chief
Division of Land Management
and Conservation

LHG:BKL:cn

bcc: B. Louie, F. Sledd, R. L. Lynch

Exhibit Q

STATE OF CALIFORNIA

PETE WILSON, Governor

CALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202



ROBERT C. HIGHT, *Executive Officer*
(916) 574-1800 FAX (916) 574-1810
California Relay Service From TDD Phone 1-800-735-2922
from Voice Phone 1-800-735-2929

Contact Phone: (916) 574-1892
Contact FAX: (916) 574-1925

March 12, 1996

File Ref: SD 96-02-06.1
M&N File: 3188

Susan M. Brodeur
Coastal Engineer
Moffatt & Nichol
P.O. Box 7707
Long Beach, CA 90807

Dear Ms. Brodeur:

SUBJECT: Coastal Development Project Review, Repair of Existing Rock Revetment
at Seacliff Beach Colony, Ventura County

This is in response to your request on behalf of your client, the Seacliff Beach Colony, for a determination by the State Lands Commission (SLC) whether it asserts a sovereign title interest in the property that the subject project will occupy and whether it asserts that the project will intrude into an area that is subject to the public easement in navigable waters.

The facts pertaining to your client's proposed project, as we understand them are these:

Your client proposes the repair of an existing rock revetment structure protecting 50 beachfront homes known as the Seacliff Beach Colony in Ventura County. The revetment adjacent to the western 40 lots was constructed by Cal Trans in the mid-1970s as a result of erosion caused by construction of Highway 101. The revetment adjacent to the remaining southwestern 10 lots was completed as part of the development plans in 1983. The California Coastal Commission, by issuance of Coastal Development Permit 4-82-595 in 1983 to Coast Family Ranch Partnership and the Seaciff Land Company, required the property owners to record a deed restriction providing, in part, for the right of the public to lateral access and passive recreation, and requiring that the property owners maintain the area in a clear and safe condition. That deed restriction was recorded on August 26, 1983 as Document #93922, Official Records of Ventura County.

We understand that the proposed repair work involves infilling throughout the entire length of the revetment as a result of displacement, and that the revetment will not extend any further seaward than its present location.

Exhibit Q

Susan Brodeur

-2-

March 12, 1996

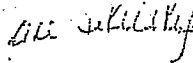
As Ventura County has a certified Local Coastal Plan and the California Coastal Commission has deferred to the County's jurisdiction, this project remains within the appeal jurisdiction of the California Coastal Commission. We understand that this project is in the 30-day review period and the County expects to issue a permit within the next month.

We do not at this time have sufficient information to determine whether your client's project will intrude upon state sovereign lands or interfere with other public rights. Development of information sufficient to make such a determination would be expensive and time-consuming. We do not think such an expenditure of time, effort and money is warranted in this situation, given the limited resources of this agency and the circumstances set forth above. This conclusion is based on the nature of the project, a recorded public access easement, the character and history of the adjacent development, and the minimal potential benefit to the public, even if such an inquiry were to reveal the basis for the assertion of public claims and those claims were to be pursued to an ultimate resolution in the state's favor through litigation or otherwise.

Accordingly, the SLC presently asserts no claims either that the project intrudes onto sovereign lands or that it would lie in an area that is subject to the public easement in navigable waters. This conclusion is without prejudice to any future assertion of state ownership or public rights, should circumstances change, or should additional information come to our attention.

If you have any questions, please contact Jane E. Smith, Public Land Management Specialist, at (916) 574-1892.

Sincerely,



Jane Sekelsky, Chief
Land Management Division

cc: James Johnson, California Coastal Commission
Jeff Walker, Ventura County

Exhibit Q

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

JALIFORNIA STATE LANDS COMMISSION
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



PAUL D. THAYER, Executive Officer
(916) 574-1800 FAX (916) 574-1810
California Relay Service From TDD Phone 1-800-735-2922
from Voice Phone 1-800-735-2929

Contact Phone: (916) 574-1879
Contact FAX: (916) 574-1925

April 5, 2006

File Ref: SD 2006-03-06.4

Russell H. Boudreau, P.E.
Project Manager
Moffatt & Nichol
3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

Dear Mr. Boudreau:

SUBJECT: Coastal Development Project Review for the Repair of the Existing Rock Revetment at Seacliff Beach Colony in Ventura County

This is in response to your request on behalf of your client, Seacliff Homeowners Association, for a determination by the California State Lands Commission (CSLC) whether it asserts a sovereign title interest in the property that the subject project will occupy and whether it asserts that the project will intrude into an area that is subject to the public easement in navigable waters.

The facts pertaining to your client's project, as we understand them, are these:

Your client proposes to repair the existing rock revetment structure protecting the 50 beachfront homes identified as the Seacliff Beach Colony in Ventura County. You have stated that recent inspection of the revetment indicates armor stone dislodgement, seaward slope steepening and crest elevation loss that necessitates repair of the revetment to protect the adjacent residences. You have indicated that proposed repair will "restore the revetment to its original design condition and will be within the original design footprint."

As noted in your letter of February 2006, the revetment adjacent to the western 40 lots of the development was constructed by CalTrans in 1972 as a result of erosion caused by construction of Highway 101. The revetment adjacent to the southwestern 10 lots was completed in 1983, as part of development plans. In connection with the issuance of the 1983 Coastal Development Permit 4-82-595, the property owners recorded a deed restriction, on August 26, 1983, Document #93922, Official Records of Ventura County, providing, in part, for the right of the public for lateral access and passive recreation, and requiring that property owners maintain the area in a clear and safe condition.

Exhibit Q

R. Boudreau/Moffatt & Nichol
Project: Seacliff Bach Colony Revetment
Page 2

SD 2006-03-06.4

As you are aware, CSLC staff issued a letter in 1996 to your firm in regards to a similar repair at this site. It was staff's understanding, at that time, that the revetment repairs would not extend any further seaward than original design footprint.

We do not at this time have sufficient information to determine whether this project will intrude upon State sovereign lands. Development of information sufficient to make such a determination would be expensive and time-consuming. We do not think such an expenditure of time, effort and money is warranted in this situation, given the limited resources of this agency and the circumstances set forth above. This conclusion is based on the location of the property, the character and history of the adjacent development, and the minimal potential benefit to the public, even if such an inquiry were to reveal the basis for the assertion of public claims and those claims were to be pursued to an ultimate resolution in the State's favor through litigation or otherwise.

Accordingly, the CSLC presently asserts no claims that the project intrudes onto sovereign lands or that it would lie in an area that is subject to the public easement in navigable waters. This conclusion is without prejudice to any future assertion of state ownership or public rights, should circumstances change, or should additional information come to our attention.

This letter is not intended, nor shall it be construed as, a waiver or limitation of any right, title, or interest of the State in any lands under the jurisdiction of the California State Lands Commission. If you have any questions, please contact, Susan Young, Public Land Management Specialist, at (916) 574-1879.

Sincerely,

Signature on File

Michael R. Valentine, Chief
Division of Land Management

Enclosure

cc: James Johnson - Coastal Commission
Susan Young - CSLC

Exhibit R

JOHNSON
173-3

SANTA BARBARA
ANCHOR HARBOR

PUNTA GORDA

PITAS POINT

BEACH MONITORING REPORT

PUNTA GORDA TO PITAS POINT

PREPARED BY THE MATERIALS SECTION WATER RESOURCES CENTER ARCHIVE
UNIVERSITY OF CALIFORNIA
BERKELEY, CALIFORNIA

DISTRICT 7

CALIFORNIA DEPARTMENT OF TRANSPORTATION
SEPTEMBER 1975

BEACH MONITORING REPORT
PUNTA GORDA TO PITAS POINT
IN THE VICINITY OF THE
VENTURA FREEWAY CONSTRUCTION
AT SEACLIFF

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SYLLABUS

The coastline between Punta Gorda and Pitas Point has been periodically monitored by the U.S. Army Corps of Engineers for many years, and progressive erosion has been reported since 1869. In their "National Shoreline Study, California Regional Inventory," published in 1971, the unprotected reaches of this coastline were reported as undergoing critical erosion.

Monitoring done by the State since the inception of the freeway indicates the offshore revetment has an insignificant effect on the forces of nature causing the downcoast erosion. Historically and currently, damaging erosion occurs in this area when high tides are coincidental with large steep waves generated by storms at sea. This has caused flooding and scour of the unprotected beach frontage, and has also caused repeated damage to improperly founded or poorly constructed revetments (Appendix Plates II and III). In recent history, the meager sand accretions on the narrow beaches in this area, whether above normal or subnormal, have little effect on dissipating the storm wave energy.

The average annual net rate of littoral transport along this shoreline can be roughly estimated, but is apparently not regular from year to year. The amount of sand available to the beaches by littoral transport is affected by dredging of the Santa Barbara Harbor and by the amount of high intensity rainfall and runoff from local streams. Seasonal beach erosion and accretion patterns have not always been consistent in the area, and the rate of loss of littoral sand frequently exceeds the rate of supply. Other factors, such as observed periodic changes in wave direction and intensity, also vary the location of beach sand erosion and accretions that appear along the shoreline.

A rock revetment such as constructed at Seacliff is considered an expedient way of protecting the shorefront property. Since the construction of the revetment in 1972, a sandy beach has always been present at the Seacliff community.

The unprotected sections of shoreline both up and down coast from Seacliff are experiencing continuing cycles of storm wave erosion. Historically, these beaches have rarely had a significant deposit of sand except during short periods of time when conditions governing littoral transport and accretion were exceptionally favorable. Constructing a rock revetment around Hobson Park would be an expedient means of holding this shoreline

(Appendix Figure 13). However, the low lying backshore would still be subjected to flooding by storm waves when they might occur in combination with high tides.

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CHAPTER I

INTRODUCTION

One of the primary considerations for the design and construction of the Ventura Freeway between Punta Gorda and Seacliff was the possible effects of this offshore construction on the natural beach processes. During planning and design of the freeway, State transportation engineers consulted the foremost experts in the field of coastal engineering to evaluate the possibility of adverse effects on the down coast beach frontage. The consensus was that no serious erosion was expected during the time after construction; however, some erosion in the Seacliff area and to the east might be expected as a result of the temporary interception of the littoral drift and the local change in wave refraction pattern immediately eastward of the interchange. A rock revetment was incorporated in the design to protect these properties.

Professor Joseph W. Johnson, consulting engineer, was retained by the State to evaluate the beach processes in the area, and to coordinate and review a monitoring program for the purpose of observing any deviations from the engineering forecasts. If the monitoring surveys indicated appreciable erosion along the Seacliff shoreline, the reveted slope would be extended along the affected properties. A wait-and-see attitude was recommended.

Monitoring of the beach conditions and sand distribution along the coastline from Pitas Point to Punta Gorda was first started by the State on a limited basis in 1963. The methods used were aerial photography and ground elevation surveys extending from the coastline approximately 600 feet seaward.

Beginning in August of the construction year 1970, aerial and ground surveys were made at quarterly intervals. These surveys were supplemented by numerous ground photos, oblique aerial photographs, and by daily inspections by construction and design engineers. The survey data were collected, tabulated, and plotted by State forces. The consulting engineer periodically reviewed and interpreted the data and inspected the site in the field.

This report is intended to summarize the data collected while monitoring the coastline between Pitas Point and Punta Gorda from the years 1963 to 1975. It is also intended to provide conclusions and recommendations in regard to the observed changes in coastline conditions since the freeway was constructed.

CHAPTER II

CONCLUSIONS AND RECOMMENDATIONS

A. Engineering Forecasts

The beach processes along the freeway revetment, and in the down coast area, developed essentially as predicted by Professor Johnson in his reports to design engineer, R. G. Drosendahl, dated April 2, 1969 and May 26, 1969. Seasonal sand accretions were interrupted temporarily by one year of unpredictable heavy erosion (1972-73) in the general Ventura region. This erosion was not associated with the freeway construction.

B. Freeway Revetment

A new recreational beach was formed westerly of the freeway interchange at Seacliff along the offshore revetment. Sand accumulated to form a new shoreline at a steady rate (about 42 cubic yards/foot/year) from April 1971 until May 1972 when this littoral compartment became practically full. Between May 1972 and February 1973 the average rate of accretion was zero. After the compartment was full, the average rate of sand accretion along the freeway revetment was about 10 cubic yards per lineal foot per year, which is approximately the preconstruction accretion rate (1969-70) when sand was available to the littoral process. This beach is expected to remain stable due to the groin effect of the

oil pier abutments, as only minor seasonal erosion has been observed since December 1972.

C. Seacliff Beach

After the 1971-72 winter season, monitoring indicated an absence of normal seasonal sand accretions at Seacliff (Appendix Figure 3). From a detailed inspection by State engineers it was determined that all the various existing shore protection structures along the Seacliff community were improperly founded or constructed, and as a result, were severely damaged by the winter storm waves (Appendix Plates II and III). Based on this determination, in July-August 1972 the State constructed a substantial rock revetment to restore and protect the Seacliff beach frontage. Sand accretions were continually present on the foreshore after the construction of the revetment. With minor maintenance (or control of storm wave runoff over the armor rock backing as has been provided by some beach home owners), it is estimated that this revetment will have a 50-year design life.

The construction of the Seacliff revetment has moved the Line of Ordinary High Tide seaward as compared to the 1970 location before freeway construction (Appendix Figures 6 and 7).

D. Seacliff to Hobson Park

This undeveloped beach frontage is about 400 feet in length. The westerly 100 feet of frontage is protected from erosion by the Seacliff revetment which was constructed in August 1972. The remaining frontage is unprotected (Appendix Plate XI).

During the filling of the freeway compartment by the littoral process, seasonal sand deposits were absent from the fore-shore, but returned to the May 1970 condition in the fall of 1972 (Appendix Figure 4). The Line of Ordinary High Tide shifted 20 feet landward during freeway construction but returned to the May 1970 location in May 1972 (Appendix Figure 8).

In the winter of 1972-73, severe erosion of the beach berm resulted from unusual storm waves and the Line of Ordinary High Tide shifted 35 feet landward. The Line of Ordinary High Tide returned seaward in April 1975 to a point 27 feet landward of the May 1970 location (Appendix Figure 8). This line is not likely to recover to the May 1970 location because of the constant seaward flow of groundwater seepage in this area since 1973 (Appendix Figure 11).

In 1973, the total sand quantities, offshore and onshore, equaled the quantities measured in May 1970 (Appendix Figure 4). Only minor quantities of sand depletions were

recorded during erosion cycles, ranging from 4 cubic yards to 10 cubic yards per lineal foot.

The beach berm, including the asphalt and soil overfill existing in 1970, has been reduced by about 3200 cubic yards due to progressive storm wave erosion. This beach berm will be vulnerable to future erosion cycles unless it is protected by a rock revetment (Appendix Figure 13).

E. Hobson Park

Hobson Park and the adjacent undeveloped beach frontage had experienced progressive erosion from storm waves before construction of the freeway began. No efforts were made to restore and maintain the man-made beach frontage at the park after high tide and storm wave damage since the freeway construction started. This is the only unprotected section of coastline between Punta Gorda and Pitas Point.

In the Hobson Park area, the nearshore and offshore beach consists of a bedrock outcrop covered with cobbles and boulders with some coarse sand in the rocky interstices. The elevation of this offshore rock bottom is several feet higher than the adjacent ocean floors (Appendix Map 3) and was never observed to be covered with sand. The nearshore area of this beach, which has some seasonal sand accretions, has always been vulnerable to storm wave attack

and severe erosion. In 1973-74, erosion of this artificially filled back shore became more extensive due to groundwater seepage from irrigated land on the north side of the old highway (Appendix Figure 11 and Plates VIII and X).

The beach frontage from the end of the existing Seacliff revetment through Hobson Park (Appendix Plate XI) can be restored by replacing the eroded fill. The fill should be lined with rock slope protection (with an underfilter) to armor the reconstructed shoreline against future erosive attacks by storm waves (Appendix Figure 13). The back shore would still be vulnerable to flooding because of its low elevation (Appendix Plates I and VII).

The Line of Ordinary High Tide had moved about 35 feet landward during the severe erosion year, but has recovered to within 27 feet of the May 1970 location in April of 1975 (Appendix Figure 8).

F. Hobson Park to Pitas Point

From Hobson Park to Pitas Point, the monitoring data indicates no significant effect on littoral processes as a result of freeway construction. There was no measurable change in this shoreline, other than seasonal sand accretion and erosion associated with the above-mentioned erosion in the entire Ventura area. The beach fronting Faria Park remains a rock outcrop with little

or no beach as was described in a report by the U.S. Army Corps of Engineers in 1951.

The Line Of Ordinary High Tide along this reach fluctuates seasonally landward and seaward, but shows no significant permanent change since 1970 (Appendix Figures 9 and 10). Since the winter of 1973, groundwater seepage from the flower farms also has an effect on the erosion in this area.

G. General Monitoring Observations and Recommendations

Whenever significant beach sand erosion was observed between Punta Gorda and Pitas Point, unprotected reaches of coastline between Santa Barbara and Oxnard were also experiencing damaging erosion (Appendix Plates IV, V and VI). Erosion in the area under observation during and after construction of the freeway was coincident with a series of storm waves and high tides, with 3 consecutive years of subnormal rainfall, and with a period of ineffective sand bypass from the Santa Barbara Harbor. Substantiating references to these conditions are contained in CHAPTER V of this Report.

It is recommended that monitoring of the beach processes by the Department of Transportation on a regular basis be discontinued, as the data indicates no probability of significant future changes as the result of freeway construction.

CHAPTER III
MONITORING PROGRAM

A. Ground Surveys

Most of the ground surveys consist of 27 cross sections performed at 18 time intervals.

These surveys were initiated in November 1963; the last survey was completed in April 1975. From 1970, cross sections were taken at frequent intervals (2 to 4 times a year) through 1974. Surveys were based on mean sea level datum.

The longitudinal limits are generally from Pitas Point to Punta Gorda, a distance of approximately 4 miles. The lateral length of these cross sections vary, usually between 500 and 900 feet into the ocean from the shoreline.

The cross section survey completed in May 1972 was extended 2000 to 3000 feet beyond the limits of the previous and later surveys. Sonic depth finding apparatus, coupled with conventional field survey equipment, was used to establish ocean floor elevations. These data were compared with a previous deep water survey made by the U.S. Army Corps of Engineers during the period of December 1964 to March 1965.

B. Aerial Photography

Vertical Aerial Photographs

Documenting the beach with vertical aerial photography began January 5, 1962. From 1970 through 1973 these photos were taken 3 to 4 times a year. A total of 15 sets of photographs were made, the dates of which are tabulated in the Appendix.

The majority of the vertical photographs are of mapping quality. The limits are generally from Pitas Point on the southeast to Punta Gorda on the northwest. Three topography maps were made for the Seacliff-Hobson Park area (1970, 1972, 1973).

Oblique Aerial Photographs

Nine sets of oblique photos have been made in the same area as covered by the verticals, being Pitas Point to Punta Gorda; the first set, November 11, 1967; the latest, September 16, 1974. Oblique photographs augment the vertical aerials.

C. Ground Photography

Some of the ground photographs were taken with high resolution equipment by State professional photographers. Hobson Park and Seacliff Colony have been photographed at 19 different time intervals; the first being March 14, 1969; the most recent, June 30, 1975. The photographs

show the detailed condition of the beach and supplement the aerial pictures.

Other ground photos were made by CALTRANS engineers. These pictures cover several beaches, from Oxnard Shores on the south to Santa Barbara Harbor to the north; the first being May 27, 1969--the most recent, August 28, 1975. This photographic work was performed on 60 different occasions.

D. Regional Inspection

Inspections and observations of beach areas from Oxnard to Santa Barbara by CALTRANS engineers were accomplished during most of the ground operations previously mentioned in this chapter, item A. Ground Surveys and item C. Ground Photography. CALTRANS personnel have made many regional inspections and observations in addition to those mentioned above.

CHAPTER IV
DATA INTERPRETATION

A. General

The quantities of sand accreting in the freeway compartment, and volumes accreting or eroding between Pitus Point and Punta Gorda, were calculated each quarter after the construction of the revetment began. The sections were plotted and quantity calculations were made by the average end area method. The reference elevation used in calculating quantities was the bottom elevation as measured prior to construction in May 1970. By plotting the quantities against time, the rate of sand accretion or erosion and the total volumes at the time of measurement between specific limits could be graphically shown. Graphs showing the quantity of sand between stations for each survey were also made.

Aerial and ground photos were reviewed at regular intervals to detect any visible changes in coastline conditions. When signs of local erosion were evident in the surveyed area, a ground inspection was made by Department of Transportation engineers. The conditions along the entire coastline between Santa Barbara and Oxnard were also inspected and documented.

Topography maps were made from the aerial photographs in years 1970, 1972, and 1973. Changes in shoreline contours and the approximate location of the ordinary mean high tideline in the Seacliff-Hobson Park area were measured from this mapping. Measurements of quarterly changes in the ordinary high-water mark and foreshore and backshore beach elevations were also accurately measured by plotting the cross section survey data.

When tidewater is the boundary in a deed, the title to the ordinary high-water mark is conveyed. Due to constant change in coastlines, any survey picture is good only for the moment for which it was made.

The ordinary high-water mark, or mean high tideline, is an average of all mean high tides over a period of 18.6 years. The elevation of this line on the maps and cross sections prepared by the State is + 1.85' mean sea level.

The position of the mean high tideline can be found at the time each quarterly survey was made so that its ever-changing location can be compared to the 1970 preconstruction location. The location of the ordinary mean high tideline in 1970, according to our preconstruction surveys, can also be compared to the record of

survey prepared by the State Lands Commission in 1950.

B. Freeway Revetment

The plotted survey data indicates the compartment formed by the freeway revetment began filling at a steady rate in April 1971, about 6 months after the start of construction. Except for a winter lag, the accretion continued until May 1972 when the compartment became practically full. At this point in time, the average rate of accretion changed from 42 cubic yards/lineal foot/year to zero cubic yards/lineal foot/year for a period of 8 months. The violent storm waves in 1972 had eroded thousands of cubic yards from the freeway compartment and also caused damaging erosion and loss of houses and improvements along the coastline from Santa Barbara to Oxnard. After the compartment refilled in May 1973, the average rate of sand accretion in the freeway compartment was 10 yards/lineal foot/year.

In 1972-73, and possibly years previous, there was an obvious lag in littoral sand available to the coastline due to ineffective bypass of sand at the Santa Barbara Harbor as previously mentioned. Except for the winter 1968-69, little sand was contributed to the littoral process from local streams. References to these conditions are contained in Chapter V.

The data indicate that the compartment created by the freeway was practically filled with littoral drift sand by May 1972, and the average rate of accretion after 1973 was equivalent to the preconstruction rate of accretion when normal amounts of sand were available to supply the littoral process. A graph (Figure 2) showing the rate and quantity of sand accretion in the freeway compartment is appended.

About 125,000 cubic yards of sand that is measured in the freeway compartment is considered to be the granular fill washed from the construction of underwater freeway fill. This is the calculated amount of overrun of this material as indicated in the final report for the freeway construction prepared by the Resident Engineer.

C. Seacliff

Scour in the Seacliff area about 200' easterly of the freeway revetment was noted at the time revetment construction was completed. Rock slope protection was promptly extended to protect the affected properties, Lot 5 through Lot 10. This scour was attributed to wave refraction at the end of revetment as predicted by Professor Johnson.

From the winter of 1971-72 through the winter of 1972-73, unusual erosion and lack of sand deposition for an extended period of time was noted in the Seacliff area, in the freeway compartment, and on practically all beaches north-erly and southerly of the freeway from Santa Barbara to Oxnard (Appendix Figures 2 through 5 and Plates I, II, IV, V, and VI). The cause of erosion was attributed to a series of unusual storm waves at high tides, but the reason for the lack of seasonal littoral sand accretions on the beaches in the area was not clearly evident at the time. The natural reaction of the people who lived along the coastline was to blame the freeway construction for this abnormal occurrence. Logically, this period of widespread heavy erosion could not be considered freeway related since the accretions of sand along the freeway revetment were also affected during this time.

In May 1972, a committee of State engineers made a detailed inspection of the existing walls and revetments constructed by the individual owners in years prior to freeway construction. The consensus was that even though some structures were sturdily built as previously reported by Professor Johnson, all were improperly founded. They were also improperly integrated structurally and functionally, so that wave refraction and reflection from one type was destroying a neighbor's facility. Based on this observation, complete collapse of most of these walls and revetments was considered imminent. Local repairs of existing structures would not provide a solution.

In the face of severe criticism by public officials and property owners and with the lack of convincing documentation at the time of the cause of this unusual erosion cycle, the State decided to build a rock revetment designed to provide permanent protection for the homes at Seacliff. The design and construction of this revetment was described in a report by the Engineering Services Department, Materials Investigations Section, dated September 28, 1972.

By January 1973, the cause of the unusually long and severe erosion cycle became apparent as additional facts and data were gathered. One of the obvious causes was a series of

erosive storm waves with each high tide. An inquiry of the Department of Public Works, Santa Barbara, revealed that their dredging operations were not recently effective. Further inquiry at the U.S. Army Corps of Engineers confirmed the ineffective dredging and bypass of sand at the Santa Barbara Harbor. Rainfall for the year 1971-72 was 74% below normal (5.71 inches). The conclusion was, that for about one year (winter 1971-72 through winter 1972-73), there was little or no sand available to the littoral process above or below the freeway compartment.

After the dredging at Santa Barbara Harbor was taken over by the U.S. Army Corps of Engineers in the winter of 1972-73, the seasonal erosion and accretion cycles gradually returned to normal.

After construction of the Seacliff revetment in August 1972, sand accretions have always been present along the Seacliff shoreline. These accretions have been observed to be 6 to 8 feet deep in the summer months and have also been observed to be utilized by the residents for recreation and sunbathing. Many residents have constructed concrete walkways or stairways from their yard to the sandy beach.

The only significant change in the Line of Ordinary High Tide along the Seacliff community since construction of the freeway began in 1970, was a permanent seaward advance created by the construction of the rock revetment. This "Line" had been progressively advancing landward for many years prior to freeway construction. The revetment now provides a barrier to further landward advance of the Line of Ordinary High Tide, and a reversal, or seaward advancement occurs as sand accumulates against the rock barrier. The net effect of this construction is to provide permanent protection to the improved property and to provide a gain in usable beach frontage.

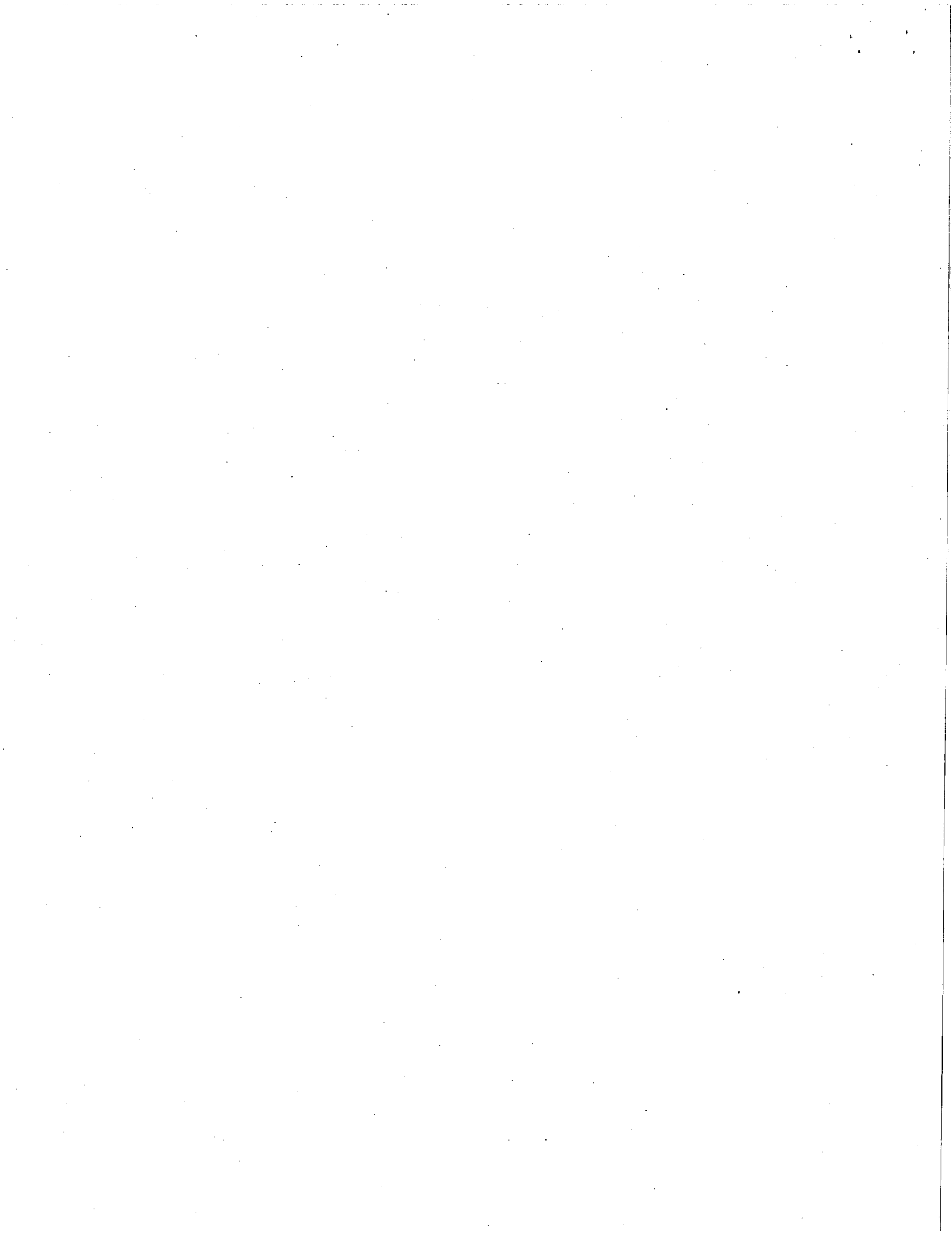
A plot of the change in the Ordinary High Tide Line from 1953 to 1975 is appended (Figures 6 and 7).

D. Seacliff to Hobson Park

This rectangular strip of undeveloped beach frontage is about 400 feet in length and is bounded by the old State highway to the northeast, the ocean to the southwest, Hobson Park property line to the southeast and a Seacliff residence to the northwest. The Seacliff revetment extends 100 feet easterly across this beach frontage leaving the remaining 300 feet unprotected.

Geologically, this strip of land is a segment of a larger wave-cut bench which included Seacliff and Hobson Park. In geologic time this land was below sea level and the bench was formed by alluvial soil deposits from the mountains when they spread over the back shore beach sands as the sea level lowered or the land was elevated. The natural slope of the ground is about 6% from the mountains to the highway, then becomes nearly flat between the highway and the beach. The natural elevation of the beach frontage is about elevation +6', but the elevation in recent time has been raised to about elevation +10' by alternate deposits of alluvium, beach sand and artificial fill formed or placed behind the natural beach berm.

The total depth of fill and alluvium overlying the seaward sloping wave-cut bedrock surface is about 6 feet. A soil



profile showing the thickness and classification of the alluvium and fill is appended (Figure 12).

In 1973, the alluvial terrace northerly of the old highway was cultivated for flower farming and an irrigation system was installed. Constant irrigation of this land created a seaward groundwater flow which became effluent along the beach and along the filled ground along the backshore. This water caused septic tanks to overflow at Seacliff and Hobson Park and caused ponding, saturation and both surface and subsurface flow across this land to the ocean. The seaward flow of irrigation water made the beach berm more susceptible to erosion, and retarded normal seasonal sand accretion in the affected area. In 1975, a sub-drainage system was installed at Hobson Park and Seacliff which effectively lowered the high groundwater. However, effluent subsurface flow is still evident along the beach near the sand-bedrock contact at low tide (Appendix Plates VII, VIII, IX and X). A schematic diagram of the groundwater condition is appended (Figure 11).

In the prefreeway construction years, the Ordinary High Tide Line moved about 48 feet landward from the recorded location in April 1953 to the location measured by surveys in January 1970. By May 1970, the line moved seaward 18 feet. In August 1971, this line moved landward 20 feet

while the freeway compartment was filling, then returned 20 feet seaward in May 1972 after the freeway compartment was filled (Appendix Figure 8).

In the fall, winter, and spring of 1972-73, the Ordinary High Tide Line moved 35 feet landward during this period of severe erosion in Ventura County. By April 1975, this line returned to a location 27 feet landward of the May 1970 location. A graph showing the fluctuation of the Line of Ordinary High Tide is appended (Figure 8).

A graph of the annual sand distribution of the foreshore and offshore beach is also appended (Figure 4). The beach berm has now recovered to the approximate natural elevation where it normally was without the artificial overfill (Appended Photo Plate XIII).

Shortly after the construction of the Seacliff revetment, during the period of the most severe storm erosion, a slightly greater amount of scour of the beach berm occurred near the end of the revetment than occurred on the remainder of the property. This was attributed to wave refraction and turbulence at the revetment end point. However, the major erosion of this property occurred during the storm wave attack in 1972-73 and was not caused by the revetment construction.

To protect this property from future erosion cycles it would be necessary to build a rock revetment. A typical section of a suitable revetment is in the Appendix (Figure 13). This type of structure would prevent future landward migration of the shoreline, but would not prevent flooding of the backshore during periods of storm waves with high tides.

In April 1975, the beach berm in this area has recovered to the May 1970 condition (with the exception of the overfill of asphaltic materials and soil), but will undoubtedly be eroded again this coming winter unless some shore protection is provided. The total quantity of fill lost above the existing beach berm is estimated to be 3200 cubic yards.

E. Hobson Park

Hobson Park has undergone progressive shoreline erosion during periods of high tides and storm waves since January 1970, before freeway construction started. The erosion of the park became very severe in the regional erosion year 1972-73. No efforts were made by the County to restore the eroded park fill since freeway construction started.

In 1974 erosion at the park fill was accelerated due to groundwater seepage from the flower farms northerly of the highway. A subdrainage system was installed in 1975 to control the groundwater seepage. Prior to this time the park was closed due to contaminated effluent groundwater flowing over the park surface to the sea.

The park is situated on a bedrock outcrop with a shallow cover of beach sand, clayey alluvium and fill soil. The more erosion resistant bedrock in this area creates a rocky reef extending seaward normal to the shoreline. The rock outcrop is covered with cobbles, boulders and some sand in the rocky interstices. The elevation of this offshore rocky reef is a few feet higher than the adjacent ocean floor and was never observed to be covered with sand (Appendix Map 3).

The park was apparently developed by filling over the existing shallow deposits of sand, rock and alluvium to raise and level the grade. Storm waves have progressively eroded the fill placed over the rocky beach berm. There are no significant seasonal deposits of sand offshore or nearshore in this area to absorb the storm wave energy.

In May 1975, the County of Ventura, Public Work Agency, had applied for a permit from the U.S. Army Corps of Engineers, to construct a rock revetment and restore the fill at Hobson Park. This is an expedient way to restore and protect the park, in light of the continuing problem of heavy erosion in Ventura County.

F. Hobson Park to Pitas Point

This reach of coastline is bordered by the old coast highway, which has been protected by a rock revetment and sea wall for many years prior to freeway construction. This shore protection prevents erosion of the alluvial terrace, and changes in sand deposition generally follow the countywide patterns of accretion and erosion. No significant permanent change has occurred along the coastline since the freeway was constructed.

Graphs showing the pattern of sand distribution and the movement of the Line of Ordinary High Tide since 1970 are appended (Figures 5, 9 and 10).

Pitas Point remains a rocky outcrop with little or no beach as was described in a U.S. Army Corps of Engineers report dated 1951.

CHAPTER V
REGIONAL EROSION

A. References

References concerning regional erosion in the area of concern are as follows:

Reference #1, Dated 1951 - Beach Erosion Control Report on Cooperative Study of Pacific Coastline of the State of California, Carpenteria to point Mugu, by W. R. Shuler, Lt. Col. Corps of Engineers, District Engineer.

Reference #2, Dated 1971 - National Shoreline Study, California Regional Inventory, by U.S. Army Engineer Division, South Pacific Corps of Engineers.

Reference #3, Dated Jan. 11, 1973, DOT File Santa Barbara Dredging as reported by John Wood, Jr., Project Engineer Operations Branch, Corps of Engineers, to Albert Boost, Engineering Geologist, DOT.

Reference #4, Dated 1972 - Report of Beach Erosion and damages to Ventura County Shoreline, by A. P. Stokes, Director, Department of Public Works, Ventura County.

Reference #5, 1975 - Ventura County Flood Control District - Rainfall Records.

B. Excerpts From References

The following excerpts were taken from the listed references:

From Reference #1, 1951, Geology and Littoral Drift -

"A wave cut bench which extends about 1.5 miles eastward from Las Sauces Creek has a maximum width of 1,200' and an elevation of about 15 feet. Along its seaward edge is a low sea cliff fronted by a narrow beach, except near its east end, where conglomerate bedrock is exposed and the beach is strewn with boulders." (Seacliff to Hobson Park.)

From Reference #1, 1951 - "Between Punta Gorda and Ventura River, the highwater shoreline has not advanced since the first survey 1869-70, except where the coastal terrace was widened for the construction of the Coast highway. About 2 miles of shoreline near Seacliff and one mile of shoreline down coast of Pitas Point, receded more than 100 feet since the first survey. The offshore depth contours have moved slightly shoreward, the deepening being most marked south of Pitas Point."

From Reference #1, 1951 - "The shoreline and offshore depth changes previously described are general trends over the period of record. In addition, seasonal changes or temporary local changes frequently cause local shoreline recession that may result in damage to improvements built

too close to shore. These changes may occur without warning at any area under consideration except in those isolated areas now protected by revetments or seawalls."

From Reference #1, 1951 - "Bypassing sand at Santa Barbara harbor should assure the continued availability of considerable amounts of sand from that source to the Ventura County Beaches regardless of the contribution of local streams." Local intermittent streams contributing significant amounts of sand to the beaches being monitored were listed as: Carpenteria, Rincon and Las Sauces Creeks. This only occurs during occasional seasons of heavy rainfall and flood flow.

From Reference #3, 1973 - The City of Santa Barbara conducted the harbor dredging for the Corps until September 30, 1972. The dredging had not been previously effective for the following reasons:

1. The equipment was old
2. The discharge lines were not long enough

The net effect was that the material was being recycled (dredged material was returning to the harbor). On October 16, 1972, the Shellmaker Corporation took over the dredging under contract with the Corps. The contract called for 370,000 cubic yards of dredging to be completed

by January 1973. It was estimated by the Corps, that some of the dredged sand would return to the Harbor, some would remain where discharged, and some would move down coast. Exact amounts could not be determined.

From Reference #2, 1971 - From Rincon Point to the City of Ventura - "There are approximately 2 miles of Santa Buenaventura State Beach protected by groins. The remainder of this coastline is considered to be under critical erosion."

From Reference #1, 1951 - "Occasionally Pacific Ocean storms move landward into coastal waters and generate a more forceful type of wind wave ranging in height from 6 to 10 feet with periods from 8 to 10 seconds. On other occasions, tropical storms have moved northward into the Southern California region and generated wind waves of exceptional height."

From Reference #1, 1951 Rincon Point to Ventura River - "Waves approaching this shore segment between south-southwest and south-southeast can reach shore despite some interference by the island screen."

From Reference #2, 1971 - "If winds of a local storm blow toward the coast, the generated waves will reach the local beach in essentially the form in which they

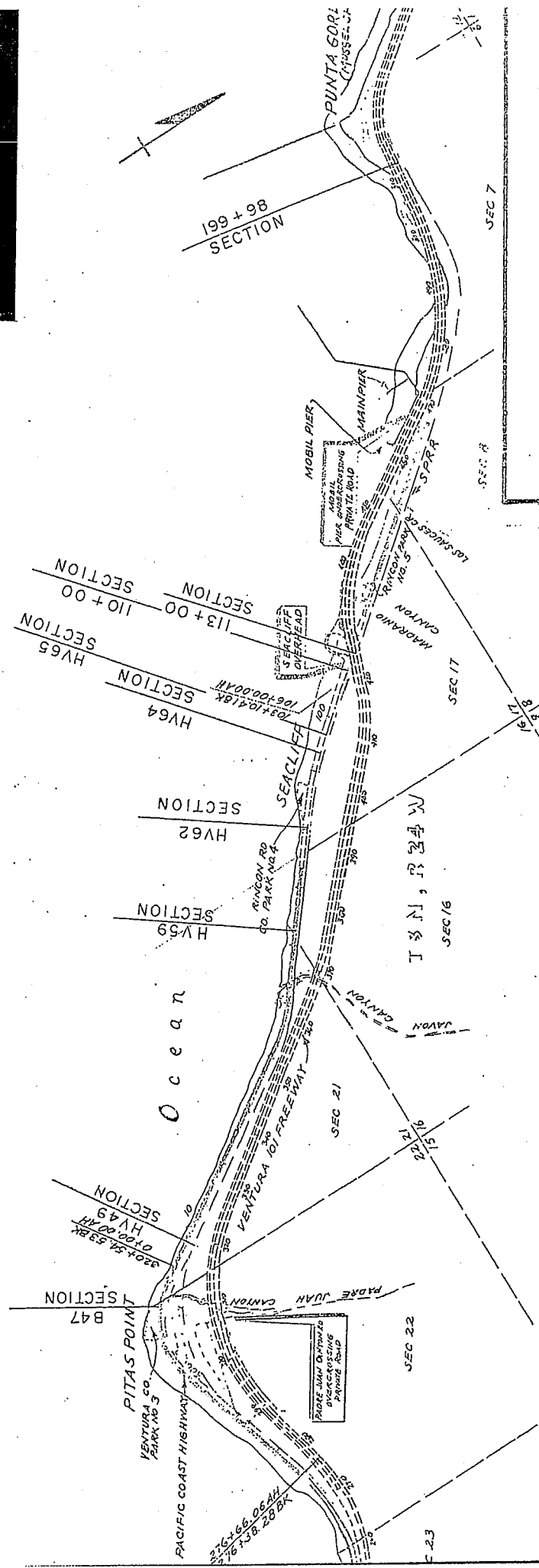
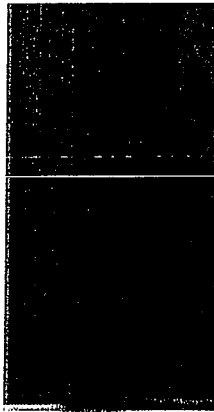
are generated. Under these conditions, the waves are rather steep; that is, the wave length is only 7 to 20 times the wave height. Short steep waves which usually occur during a storm near the coast tend to tear the beach down."

From Reference #5, 1975 - The following yearly rainfall records are on file at the Ventura County Flood Control District for the gaging station at Seacliff.

<u>Year</u>	<u>Total Rainfall (inches)</u>
1967-68	10.74
1968-69	22.79 (Flood Year)
1969-70	9.27
1970-71	12.20
1971-72	5.71
1972-73	18.56
1973-74	13.43
1974-75	13.24

Mean seasonal rainfall is 22 inches.

From Reference #4, 1972 - Report plate photo dated May 1970 (Before freeway construction) shows Hobson Park severely eroded with no sand. Also, a Report photo dated May 1970 shows Faria Park severely eroded with cobble beach and no sand.



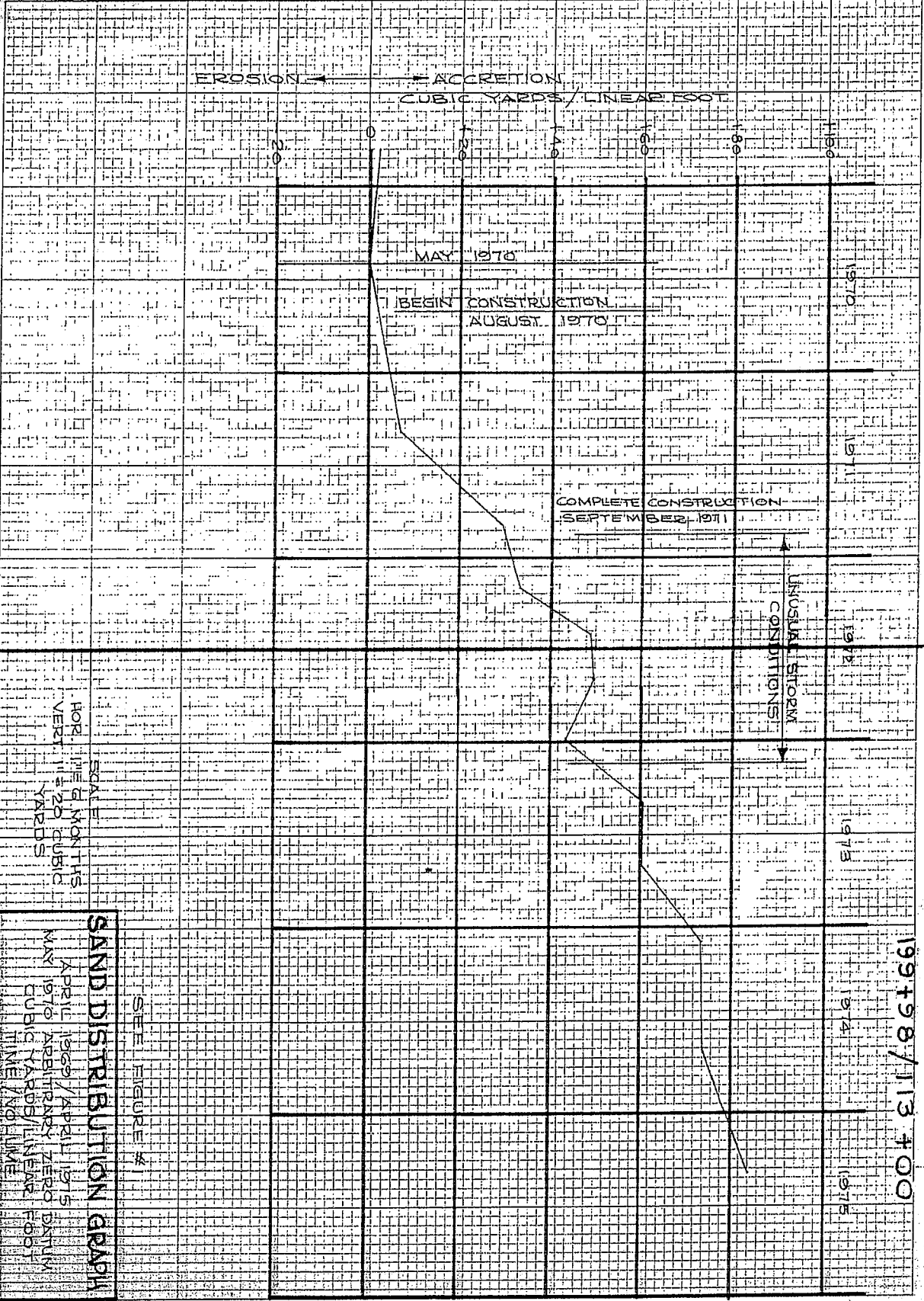
DISTRICT 07 MATERIALS SECTION
 VICINITY MAP
 VENTURA 101 HIGHWAY
 BEACH MONITORING REPORT
 PITAS POINT / PUNTA GORDA
 PM 36.6 / 40.8
 SCALE: 1" = 2000'
 JULY 1975

FIG.#1

FIG.#1

FREEWAY REVENMENT

199+98/113+00



SAND DISTRIBUTION GRAPH

SCALE
 HORIZ. 1 IN. = 20 MONTHS
 VERT. 1 IN. = 20 CUBIC YARDS

SEE FIGURE #1
 APRIL 1969 / APRIL 1975
 MAY 1970 ARBITRARY ZERO DATUM
 CUBIC YARDS / LINEAR FOOT
 TIME / NO. LINE

FIGURE #2

SEACLIFF COLONY TO HOBSON PARK

HV64/HV62

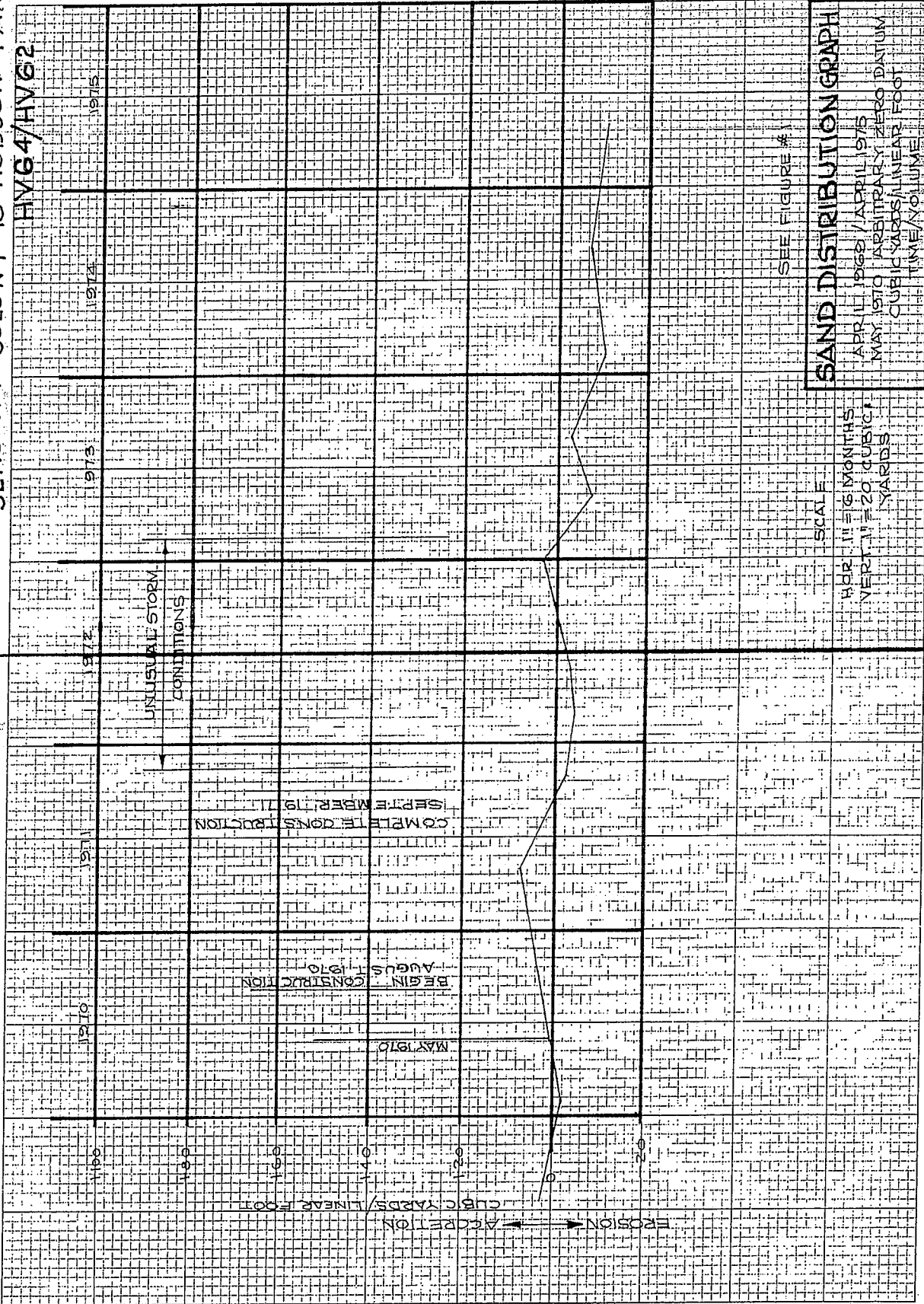


FIGURE #4

FREEWAY REVETMENT THROUGH SEACLIFF COLONY

113400 / HV 64

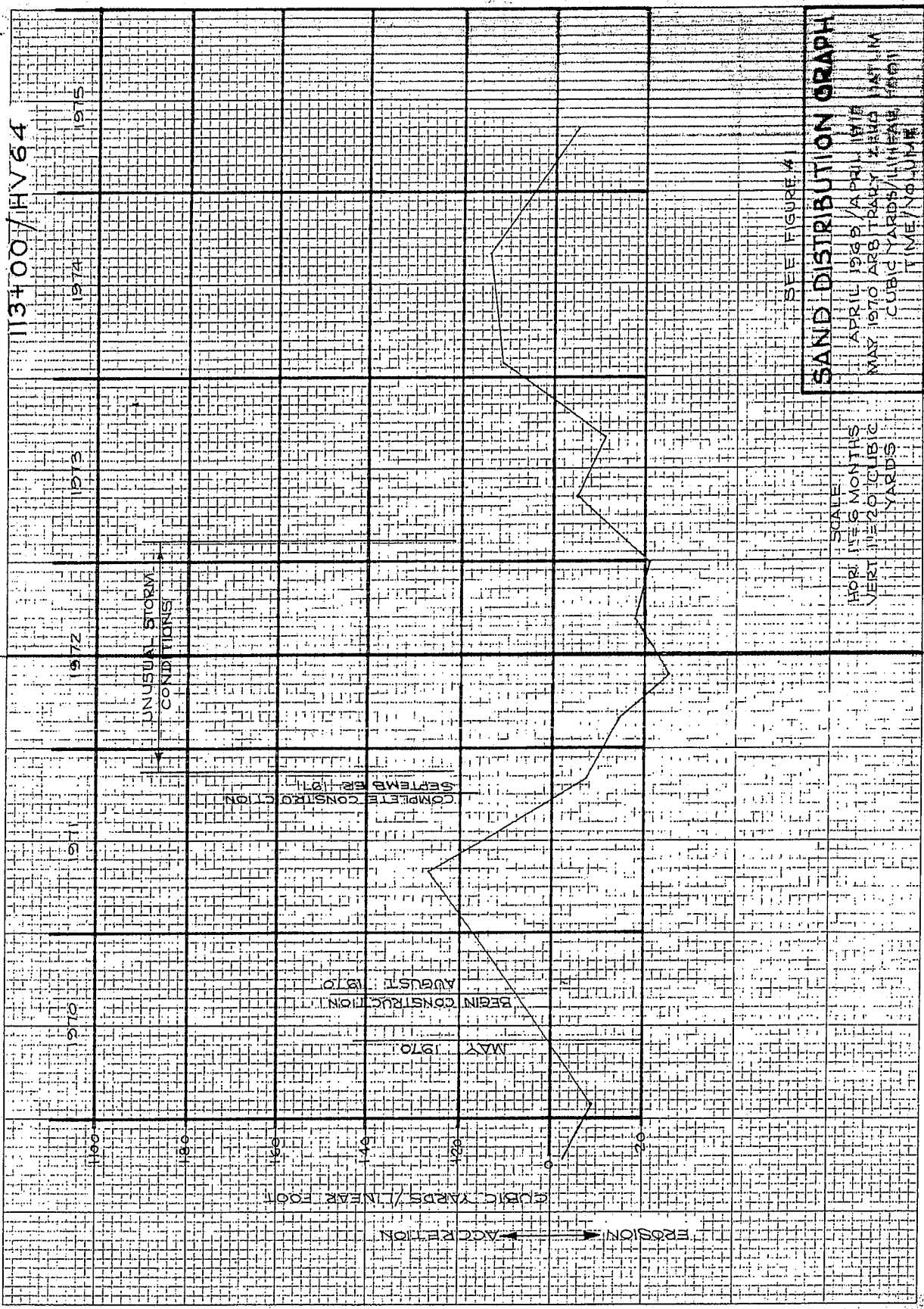
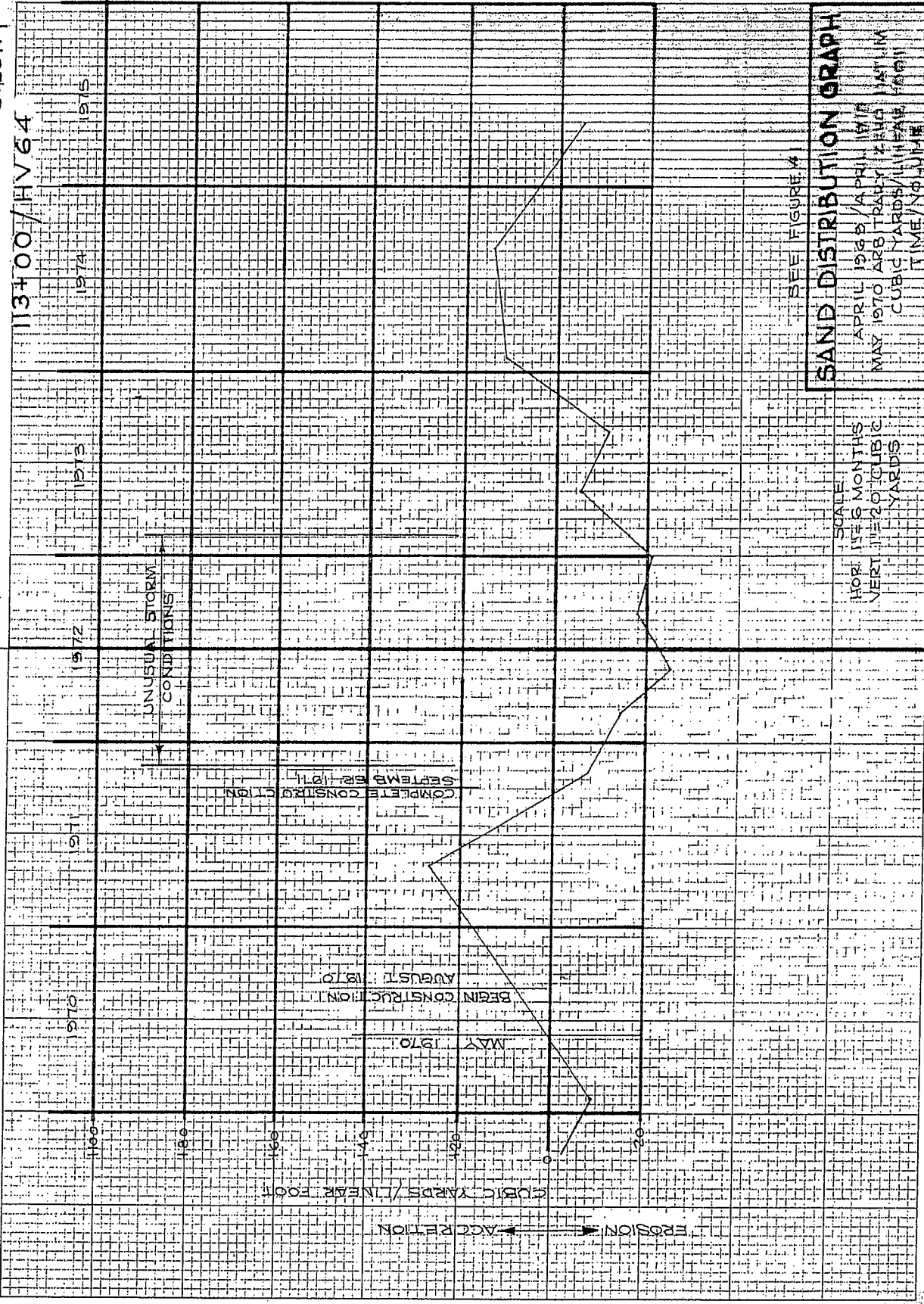


FIGURE #3

FREEWAY REVETMENT THROUGH SEA CLIFF COLONY

113+00 / HV 64



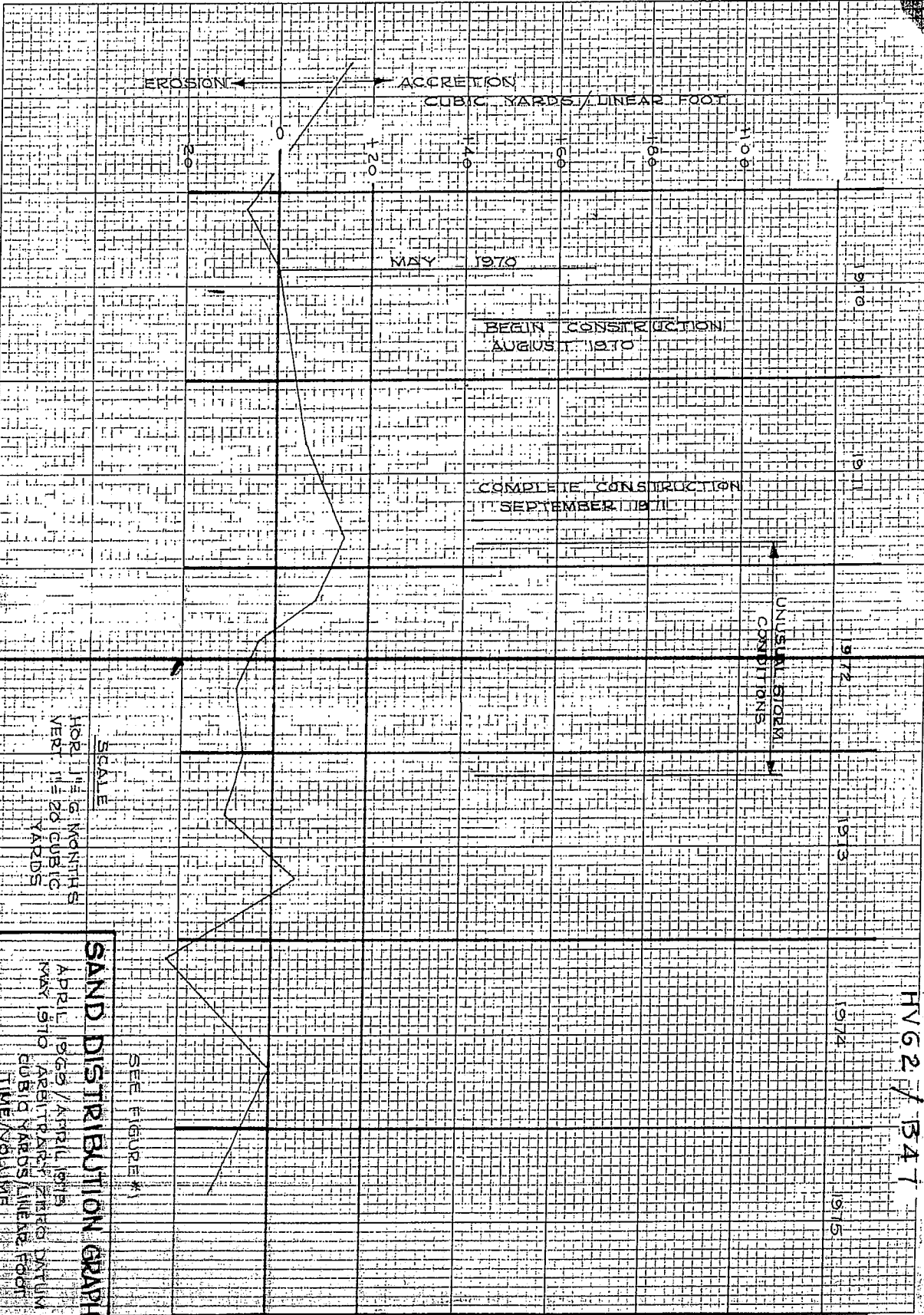
SEE FIGURE #3
SAND DISTRIBUTION GRAPH
 APRIL 1969 / APRIL 1971
 MAY 1970 ARBITRARY ZERO
 CUBIC YARDS / LINEAR FOOT
 TIME / MONTH

SCALE:
 HORIZ. 12 MONTHS
 VERT. 1:200 CUBIC
 YARDS

FIGURE #3

HOBSON PARK TO PITAS POINT

HV62 / 1347



SCALE

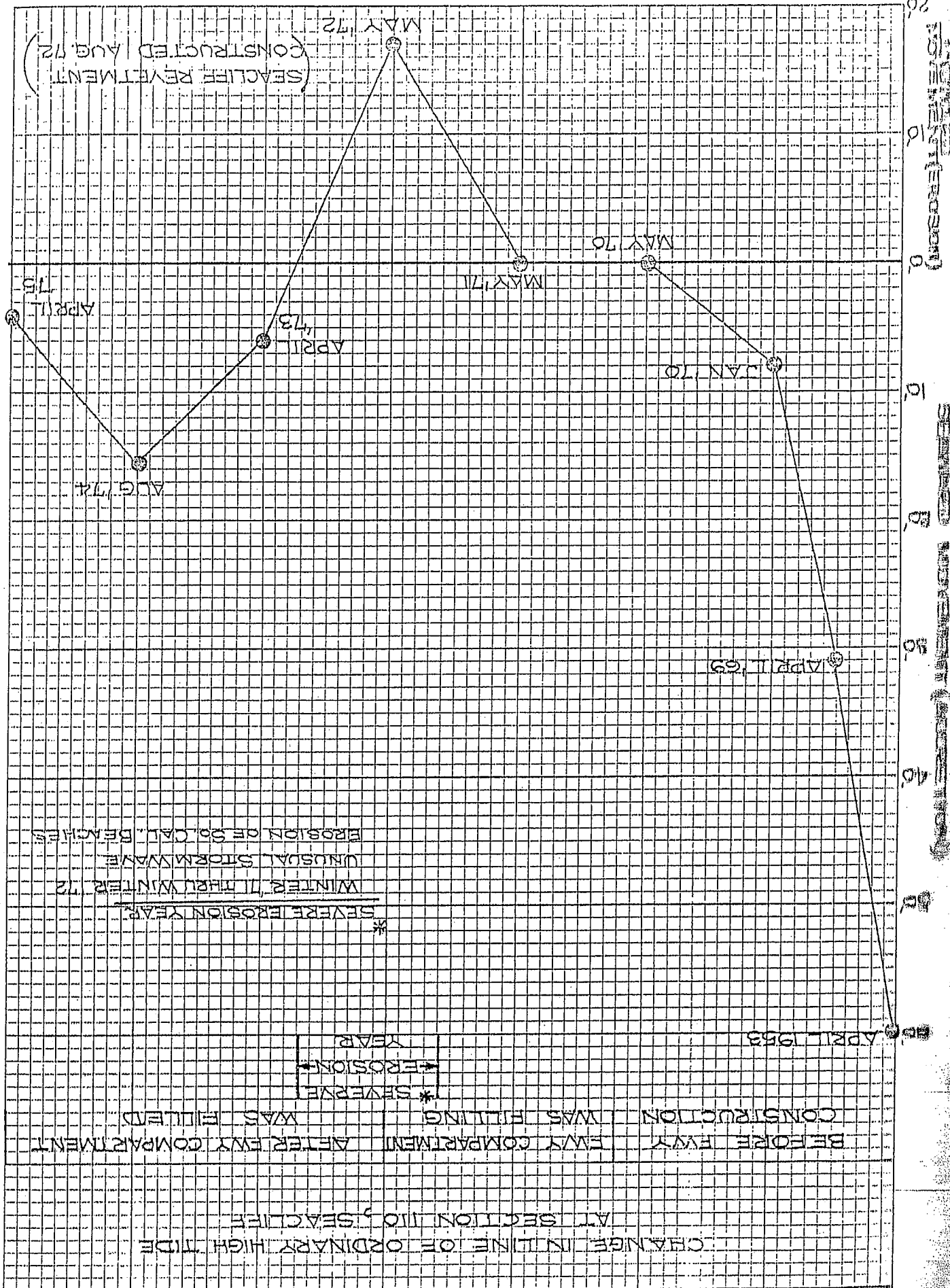
HOR. 1 1/2 IN. = 6 MONTHS
 VERT. 1 1/2 IN. = 20 CUBIC YARDS

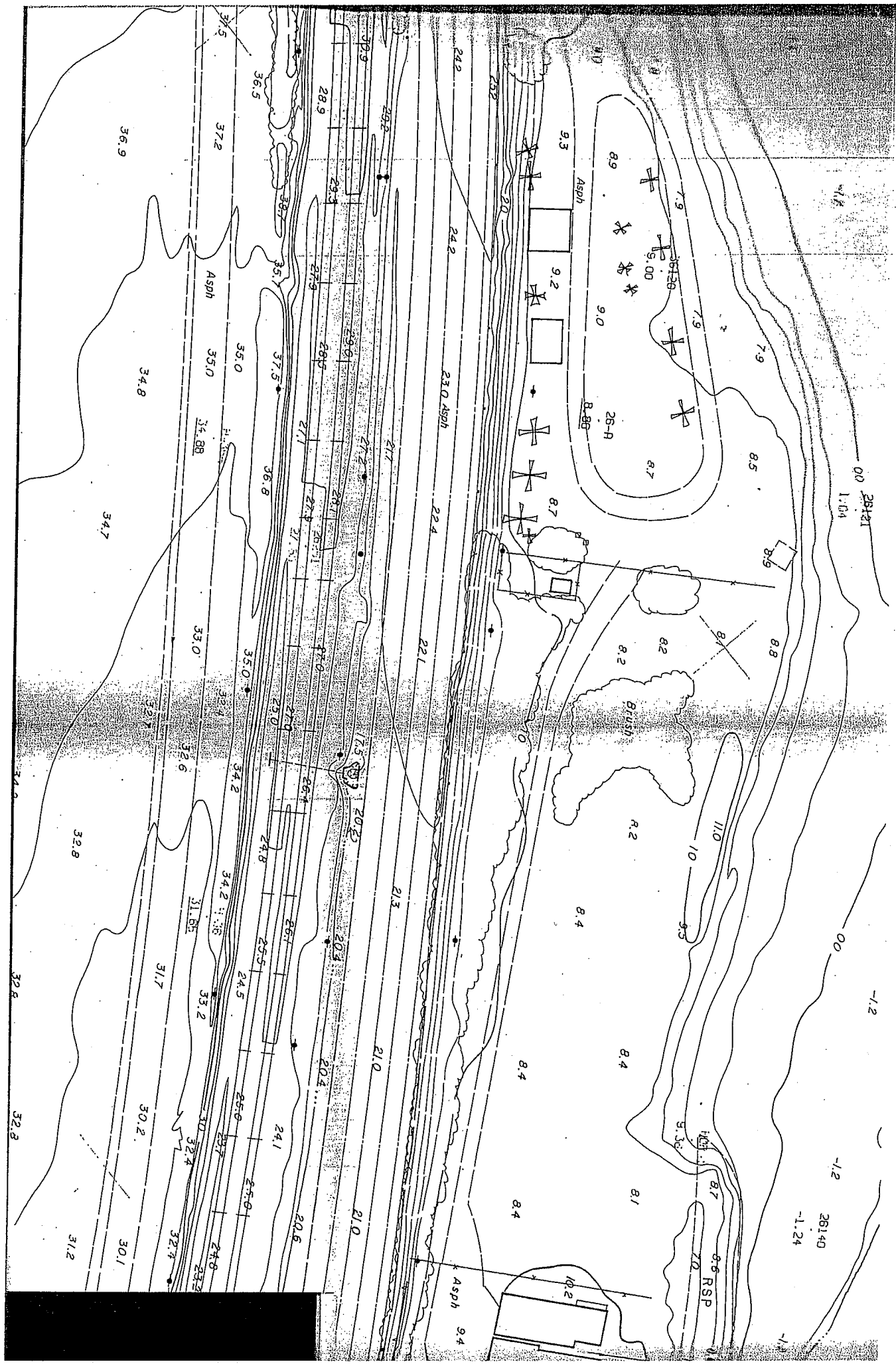
SAND DISTRIBUTION GRAPH

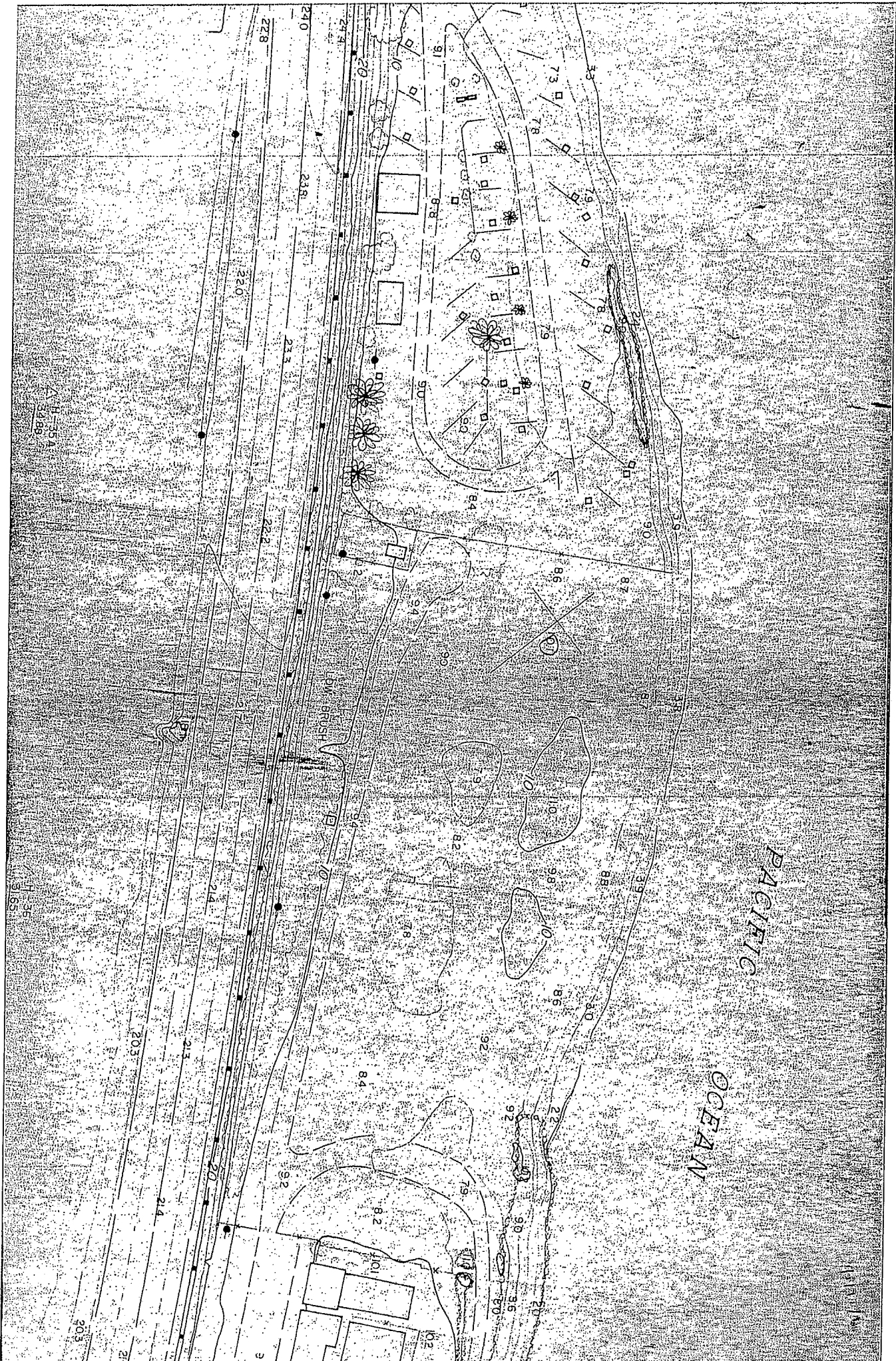
SEE FIGURE #1
 APRIL 1970 / APRIL 1971
 MAY 1970 / APRIL 1971
 CUBIC YARDS / LINEAR FOOT
 TIME / MONTHS

FIGURE #1

FIGURE #6





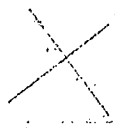


H-36A
3388

H-35
3103

PACIFIC
OCEAN

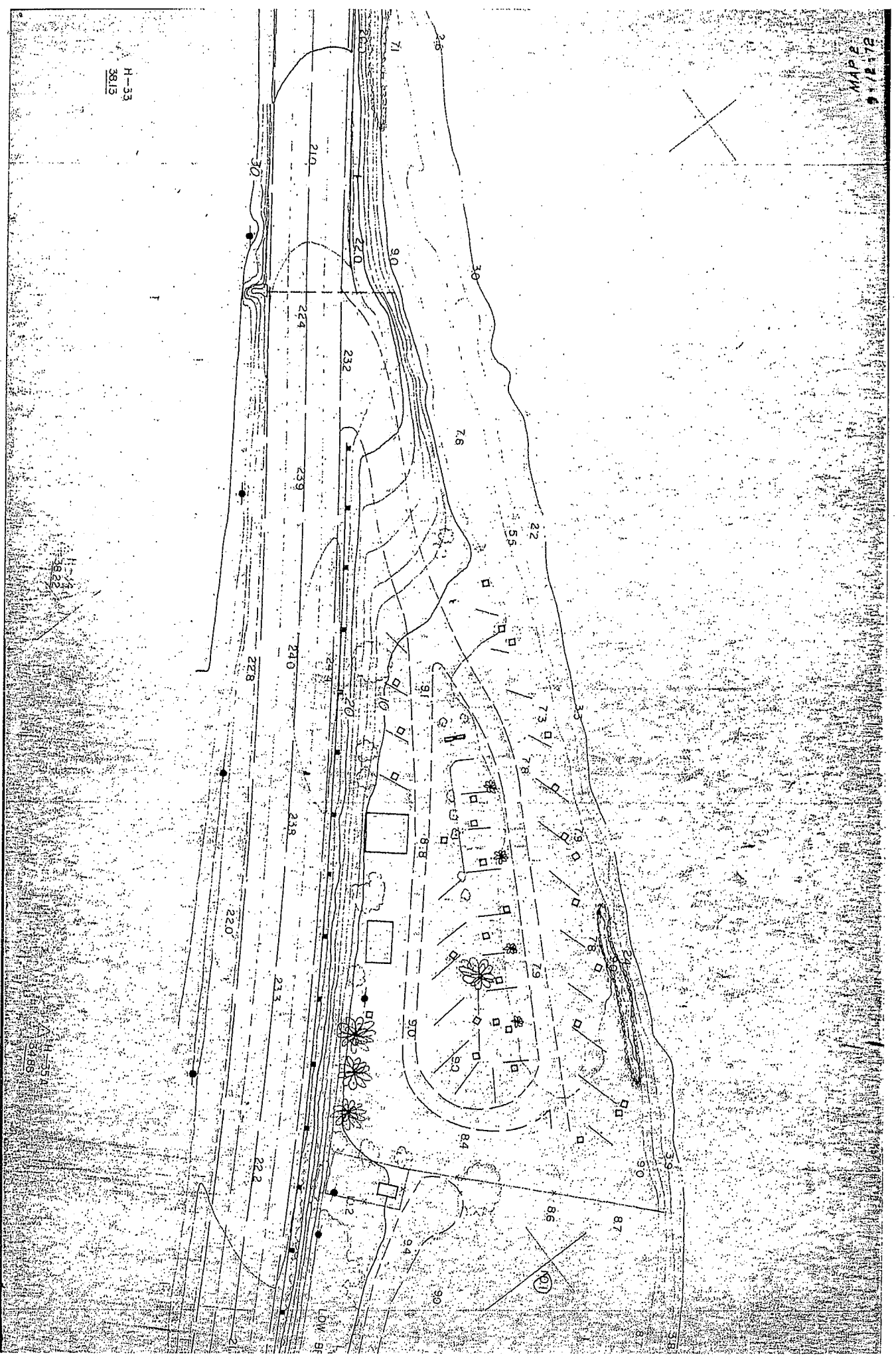
8
21
6
W.P.M.



H-33
3813

H-33
3822

H-33
3889

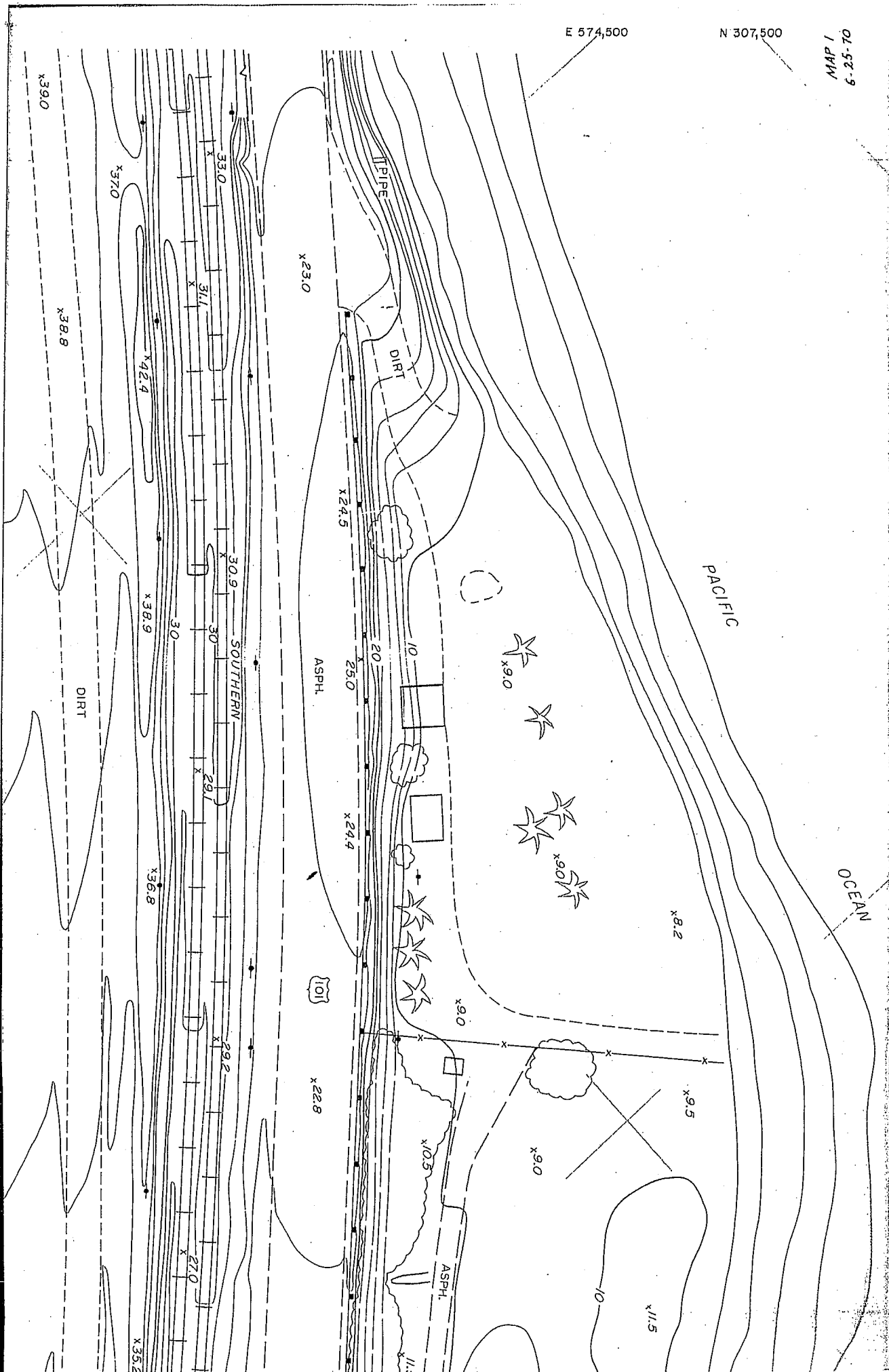


OCEAN



E 574,500

N 307,500



11/11/50

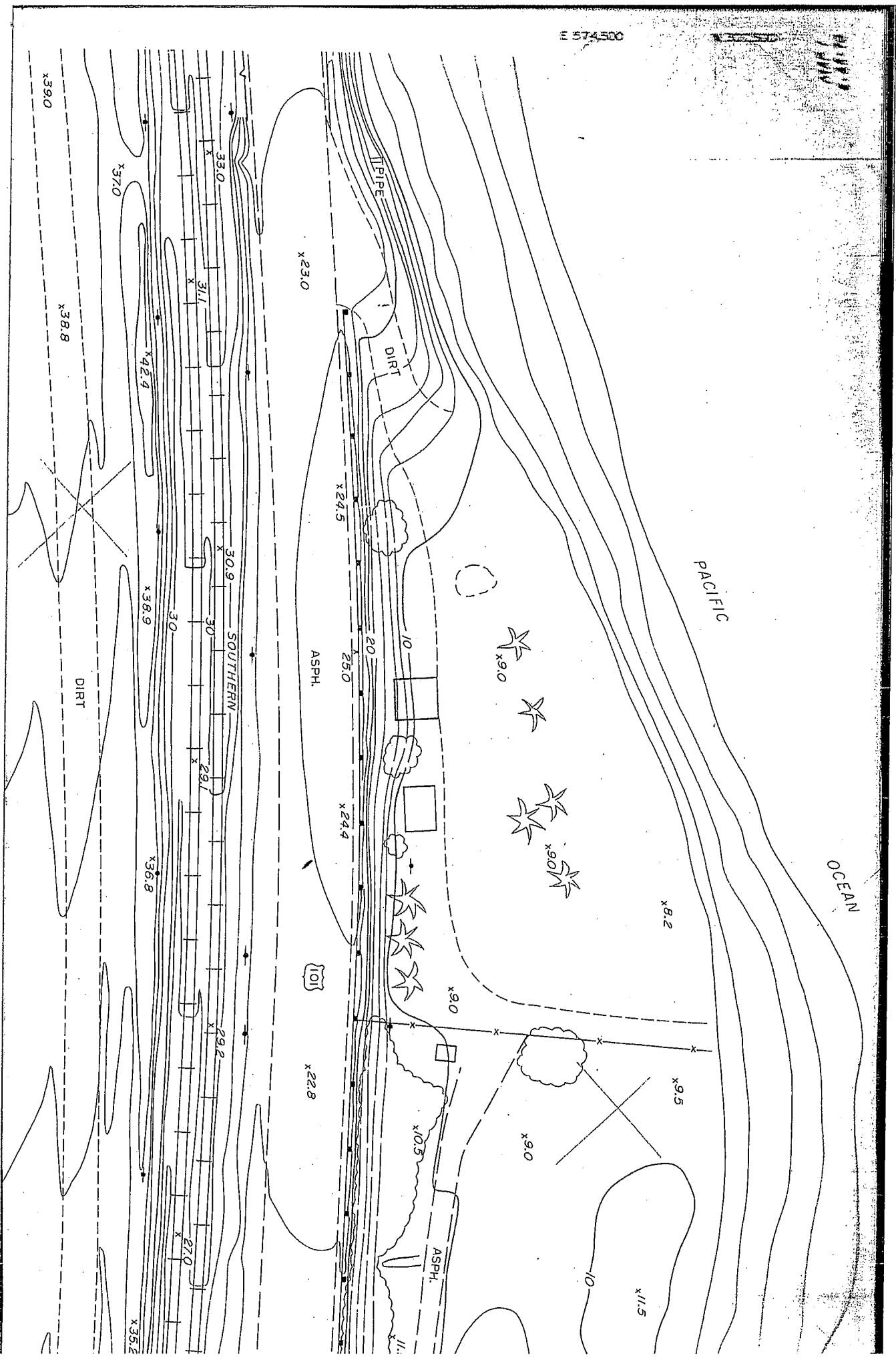


TABLE I
BEACH MONITORING RECORDS

Aerial Photographs (Vertical)	Aerial Photographs (Oblique)	Ground Photographs 8x10	Snapshots		Cross Sections
1-5-62		3-14-69	5-27-69	1-24-73	Sta 113+00 to Punta Gorda
9-30-69	11-14-67				
4-22-70	12-1-71		2-20-70	2-21-73	
San Bar. Co.	5-24-72	11-4-71		3-7-73	11-28-63
Line to Ven River	6-12-72	12-1-71 color	10-19-71	3-16-73	Sta 110+00 to Punta Gorda
6-25-70	8-26-72			3-27-73	
	10-6-72 color*	12-1-71	11-3-71		5-24-68
12-4-70		12-30-71	11-4-71	4-24-73	4-14-69*
	12-19-72			5-22-73	
4-8, 15-71				5-24-73	
	8-27-73 color	1-28-72	12-1-71	6-4-73	1-26-70*
8-30-71		2-25-72	1-11-72	6-11-73	
	9-16-74			7-2-73	5-12-70*
11-3-71		4-20-72	4-10-72	8-27-73	9-1-70*
				9-7-73	
2-26-72		5-18-72	4-20-72		12-23-70*
				10-19-73	
6-1-72		8-25-72	5-2-72	10-26-73	4-5-71*
			5-3-72	10-30-73	
9-12-72		9-8-72		11-19-73	7-21-71 Constr.
			8-8-72	11-29-73	8-4-71 Constr.
11-19-72		9-22-72	8-14-72		8-9-71*
			8-21-72	1-9-74	8-19-71 Constr.
2-13-73		11-20-72	8-22-72	2-1-74	
			8-23-72	9-17-74	9-15-71 Constr.
San Bar. Co.		2-15-73	8-30-72	9-26-74	10-6-71 Constr.
Line to Ven River					11-9-71*
4-14-73		6-22-73	9-1-72	1-23-75	11-17-71 Constr.
			10-20-72	2-6-75	1-5-72 Constr.
11-20-73		8-27-73	10-23-72	4-23-75	2-21-72 Constr.
				5-7-75	2-23-72*
		12-7-73	11-3-73	5-16-75	5-3-72*
			11-13-72	6-4-75	5-30-72 (Diver)
		9-17-74	11-20-72	6-12-75	7-1-72 Constr.
			11-21-72		
		6-30-75	11-22-72		9-1-72*
			11-29-72		9-12-72 Hobson Park
					10-16-72
			12-19-72		Sea Cliff Colony
					12-22-72*
			1-15-73		5-4-73*
			1-17-73		8-73*
					1-74*
					8-74*
					4-75*

Pitas Point to Punta Gorda unless otherwise designated

* Pitas Pt/ Punta Gorda

Hobson Park & Sea Cliff Colony

* Pitas Pt/Punta Gorda

RECOMMENDED SLOPE PROTECTION AND
RESTORATION FOR HOBSON PARK AREA

SCALE 1" = 20'

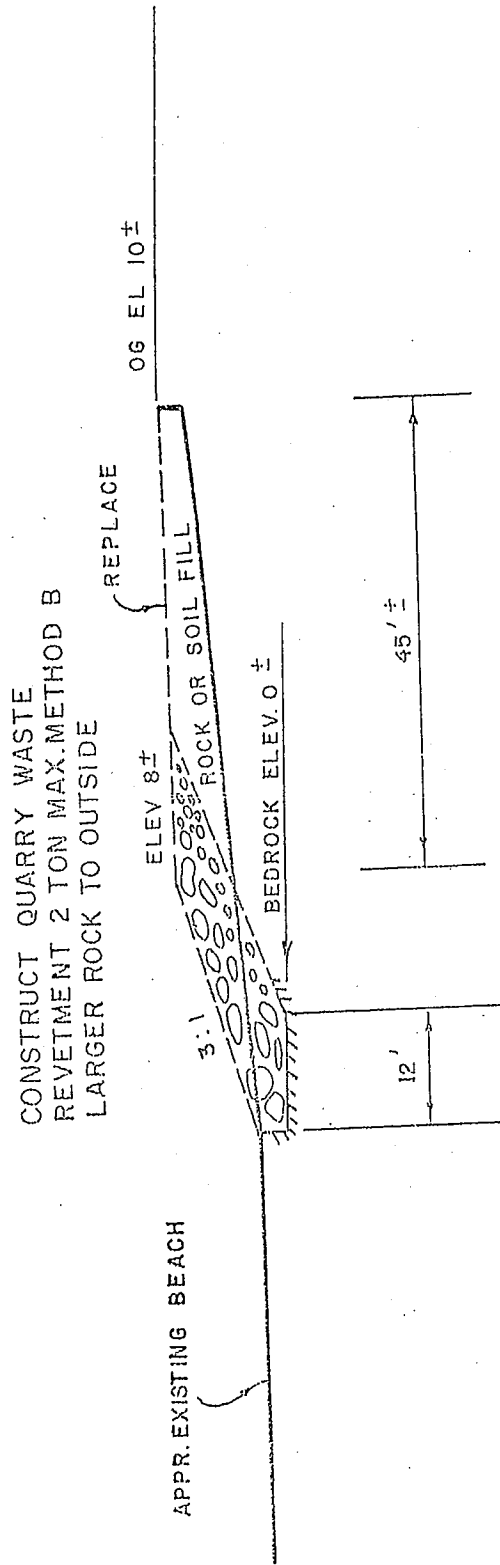


FIGURE 13

APPROXIMATE SOIL PROFILE
 NEAR HV 64, EROSION SCARP
 BETWEEN HOBSON PARK AND
 SEACLIFF

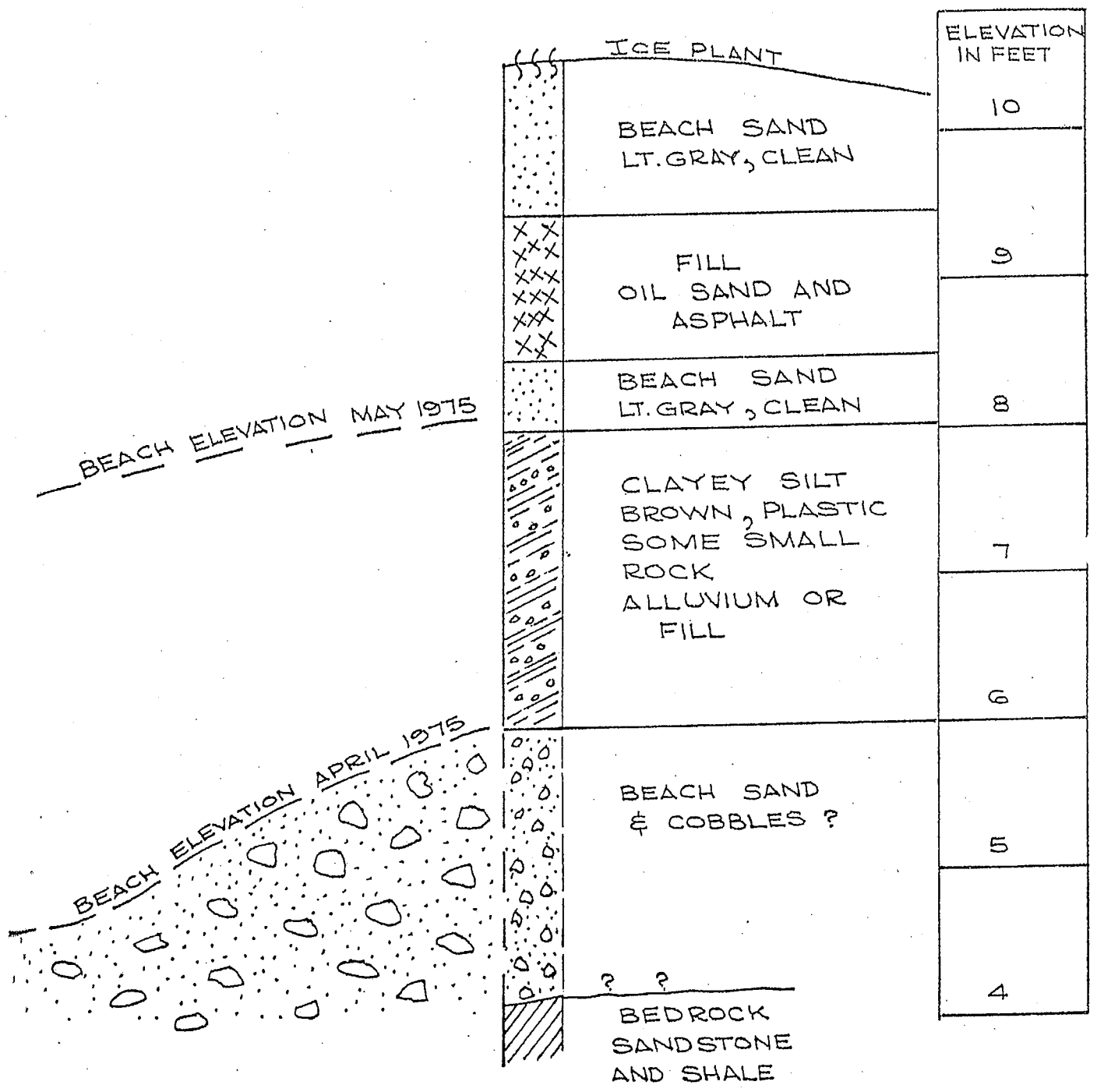
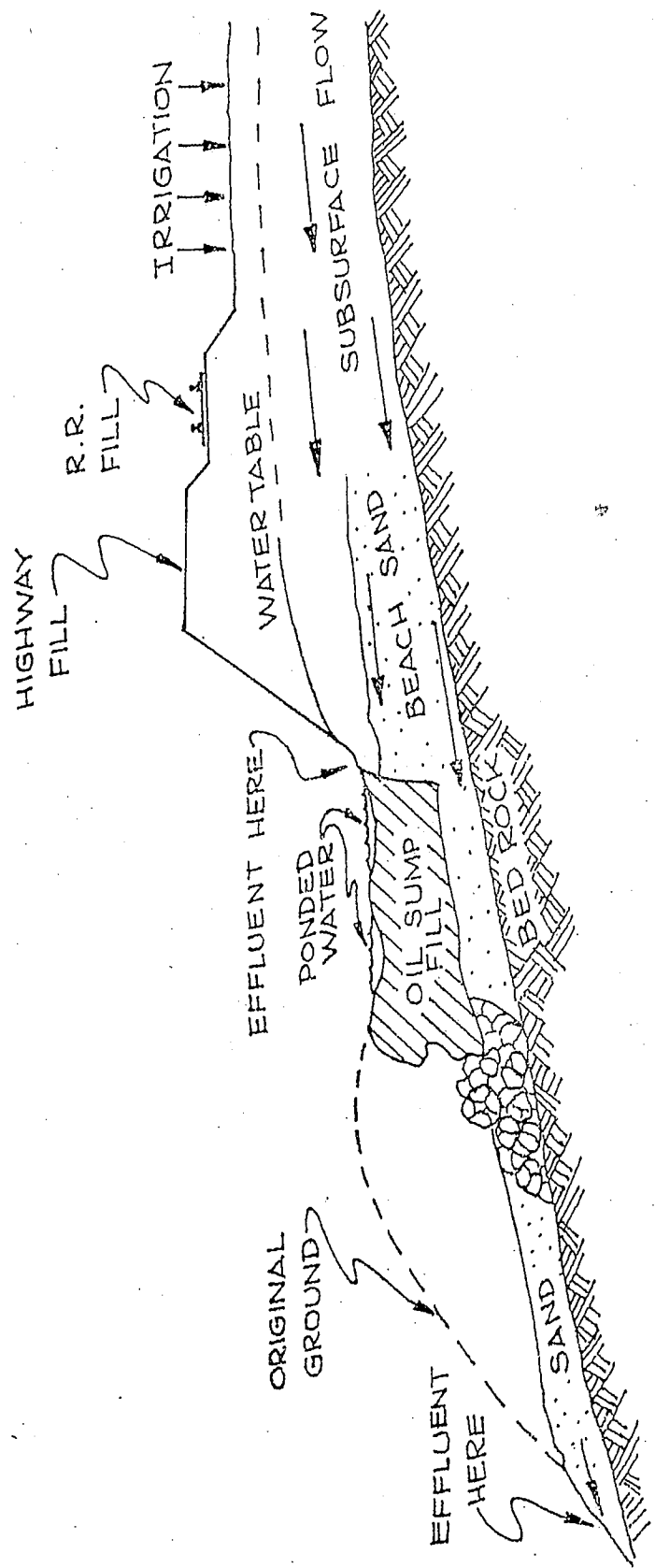


FIGURE 12



GROUND WATER SEEPAGE DIAGRAM
 SEACLIFF TO HOBSON PARK
 O T 213-308201

FIGURE 11

CHANGE IN LINE OF ORDINARY HIGH TIDE
 AT SECTION RV 49
 BETWEEN PITAS POINT & HOBSON
 PARK

BEFORE EHWY EHWY COMPARTMENT AFTER EHWY COMPARTMENT
 CONSTRUCTION WAS FILLING WAS FILLED

* SEVERE
 FROSTION
 YEAR

* SEVERE EROSION YEAR
 WINTER '71 THRU WINTER '72
 UNUSUAL STORM WAVE
 EROSION OF SO CAL BEACHES

LANDWARD MOVEMENT (ACCRETION)
 SEAWARD MOVEMENT (EROSION)

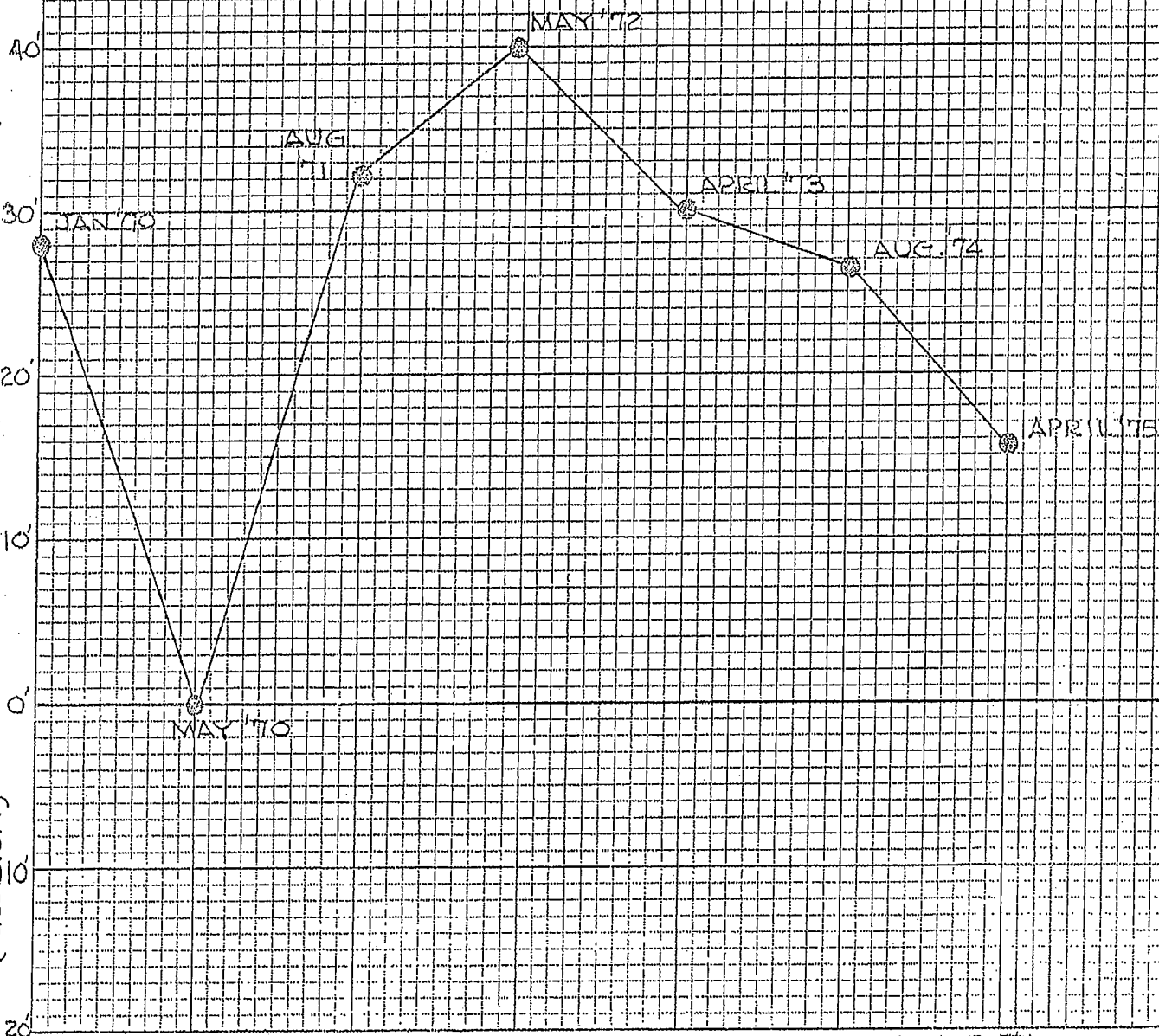


FIGURE 7-10

CHANGE IN LINE OF ORDINARY HIGH TIDE
 AT SECTION HY 59
 BETWEEN HOBSON PARK AND PITAS PT.

BEFORE FWY COMPARTMENT WAS FILLING AFTER FWY COMPARTMENT WAS FILLED

* SEVERE
 EROSION
 YEAR

* SEVERE EROSION YEAR
 WINTER '71 THRU WINTER '72
 UNUSUAL STORM WAVE
 EROSION OF So. CAL. BEACHES

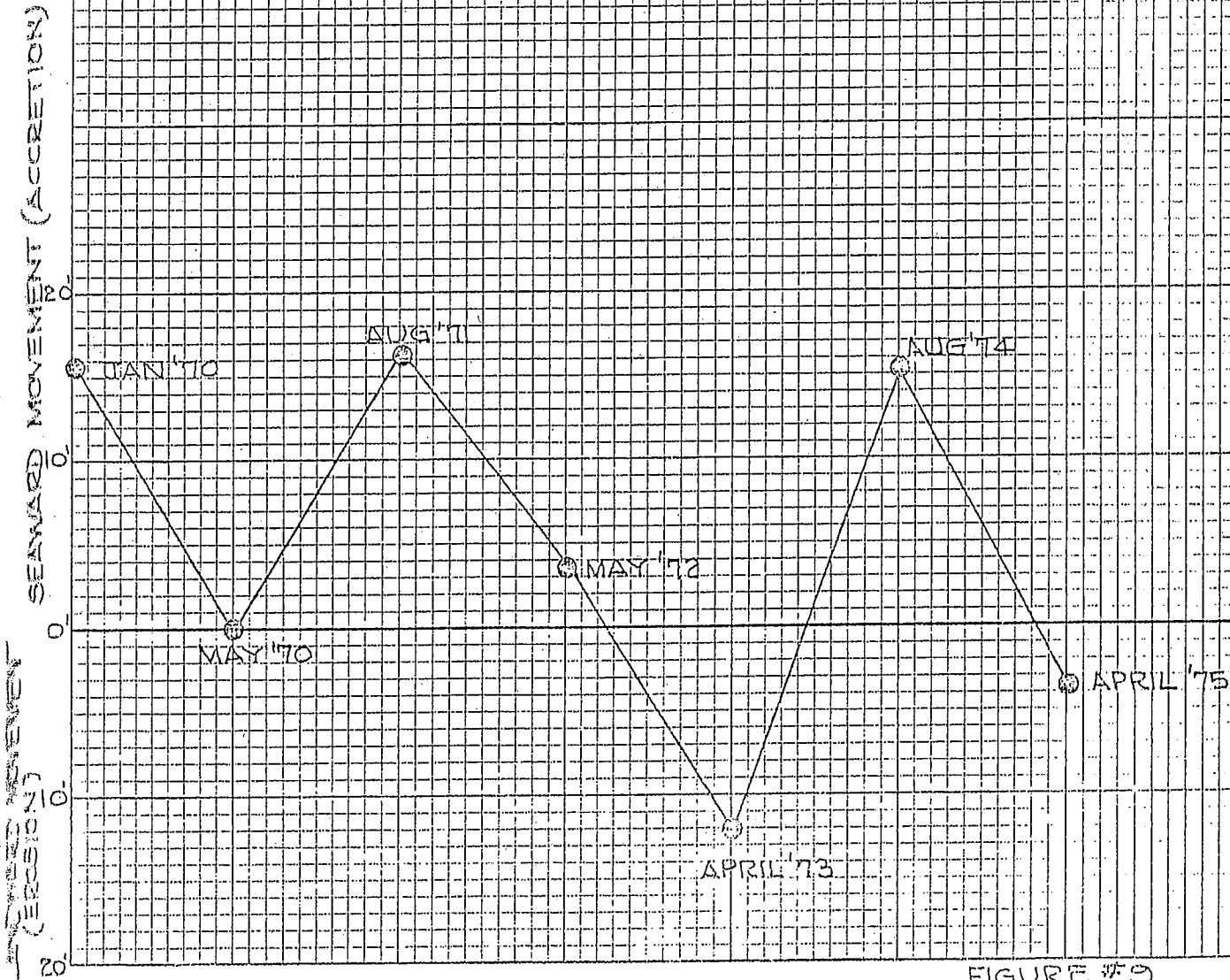


FIGURE #79

CHANGE IN LINE OF ORDINARY HIGH TIDE
 AT SECTION HV 64
 BETWEEN HOBSON PARK AND
 SEACLIFF

BEFORE FWY
 CONSTRUCTION

FWY COMPARTMENT
 WAS FILLING

AFTER FWY COMPARTMENT
 WAS FILLED

*SEVERE EROSION YEAR
 WINTER '71 THRU WINTER '72
 UNUSUAL STORM WAVE
 EROSION OF SO. CAL. BEACHES

*SEVERE EROSION YEAR
 WINTER '71-72 TO
 WINTER '72-73

GROUND WATER SEEPAGE RETARDS
 RECOVERY FROM
 1973 TO 1975

SEAWARD MOVEMENT (ACCRETION)

LANDWARD MOVEMENT (EROSION)

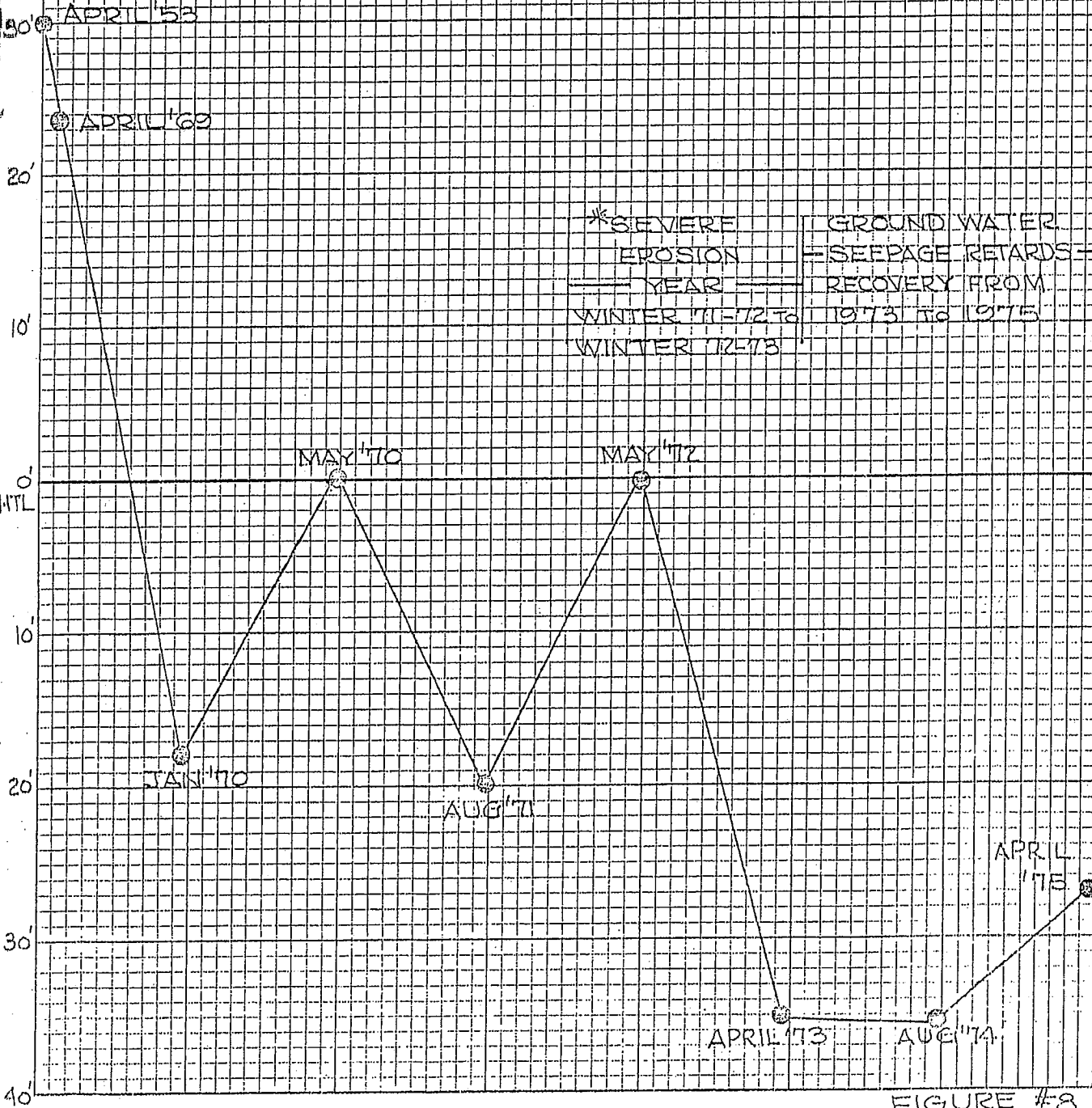


FIGURE #8

CHANGE IN LINE OF ORDINARY HIGH TIDE
AT SECTION HW 65, SEACLIFE

BEFORE FWY CONSTRUCTION FWY COMPARTMENT WAS FILLING AFTER FWY COMPARTMENT WAS FILLED

* SEVERE EROSION YEAR

WINTER '71 THRU '72

UNUSUAL STORM WAVE

EROSION OF SO. CAL BEACHES

* SEVERE EROSION

← YEAR →

WINTER '71-72 TO
WINTER '72-73

(SEACLIFF RETEWMNT
(CONSTRUCTED AUG. '72))

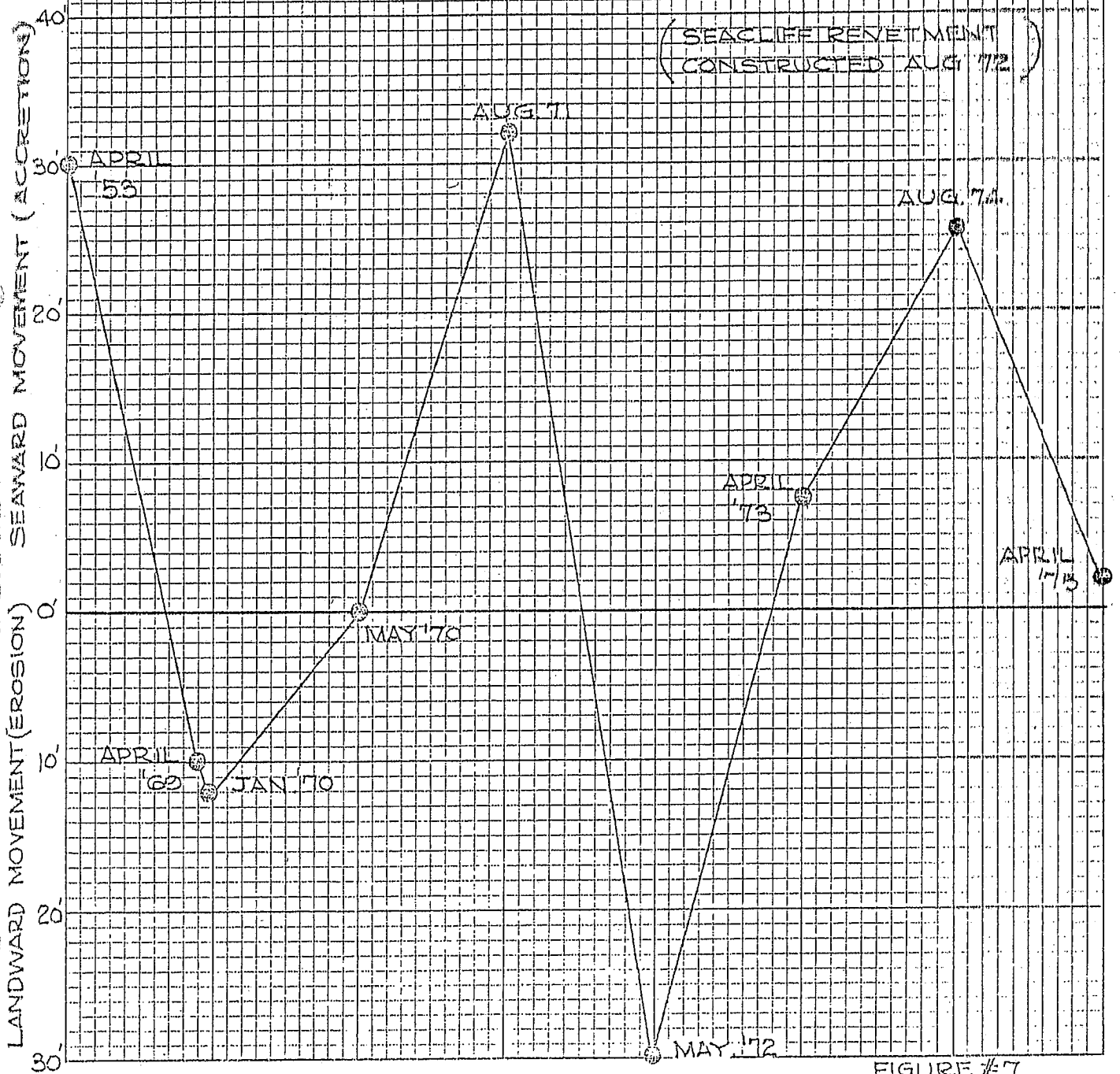


FIGURE #7

Record number: 1
System number: 009776347
PT Archive/Manuscript
AU Cramer, A. J.
MT Beach monitoring report, Punta Gorda to Pitas Point in the vicinity of the Ventura Freeway construction at Seacliff
DP 1975.
PH 31 leaves, folded leaves of plates : ill., photos ; 29 cm.
LO UC Berkeley WRCA JOHNSON 173-3 UCB
ZZ

Record number: 2
System number: 011210576
PT Archive/Manuscript
AU Johnson, J. W. (Joe William),
MT Beach monitoring, Punta Gorda to Pitas Point, Ventura County, Seacliff area, California /
DP 1975.
PH 1 v. : ill. ; 29 cm.
LO UC Berkeley WRCA JOHNSON 173-2 UCB
ZZ

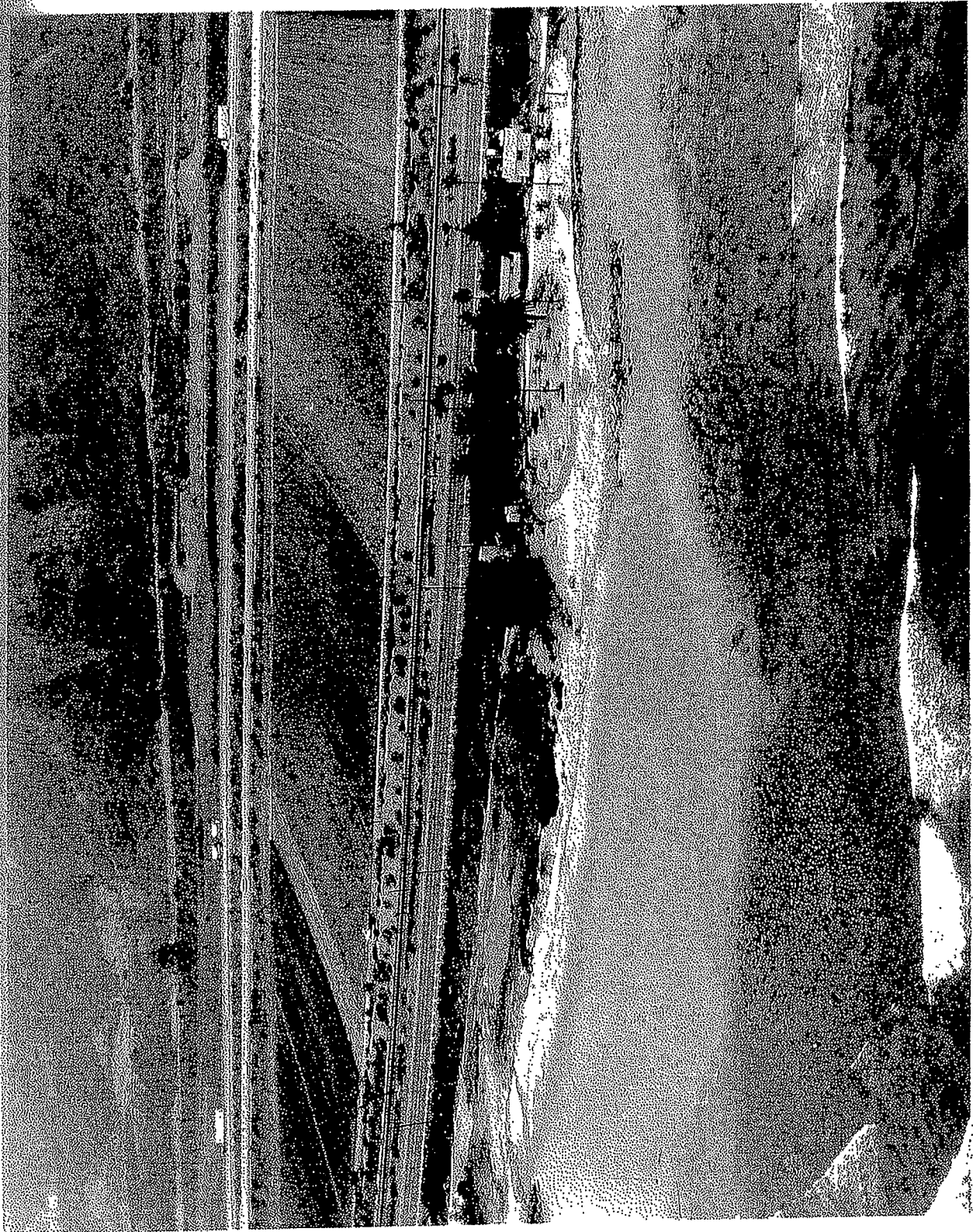
Record number: 3
System number: 011215093
PT Archive/Manuscript
AU Johnson, J. W. (Joe William),
MT Seacliff, Ventura Co. correspondence and reports [re proposed freeway].
DP 1969-1972.
PH 1 v. : ill. ; 29 cm.
LO UC Berkeley WRCA JOHNSON 173-1 UCB
ZZ

Record number: 4
System number: 011215104
PT Archive/Manuscript
AU Johnson, J. W. (Joe William),
MT Seacliff, Ventura County re proposed freeway construction.
DP 1963-1973.
PH 3 envelopes.
LO UC Berkeley WRCA JOHNSON 173-4 - 173-6 UCB
ZZ

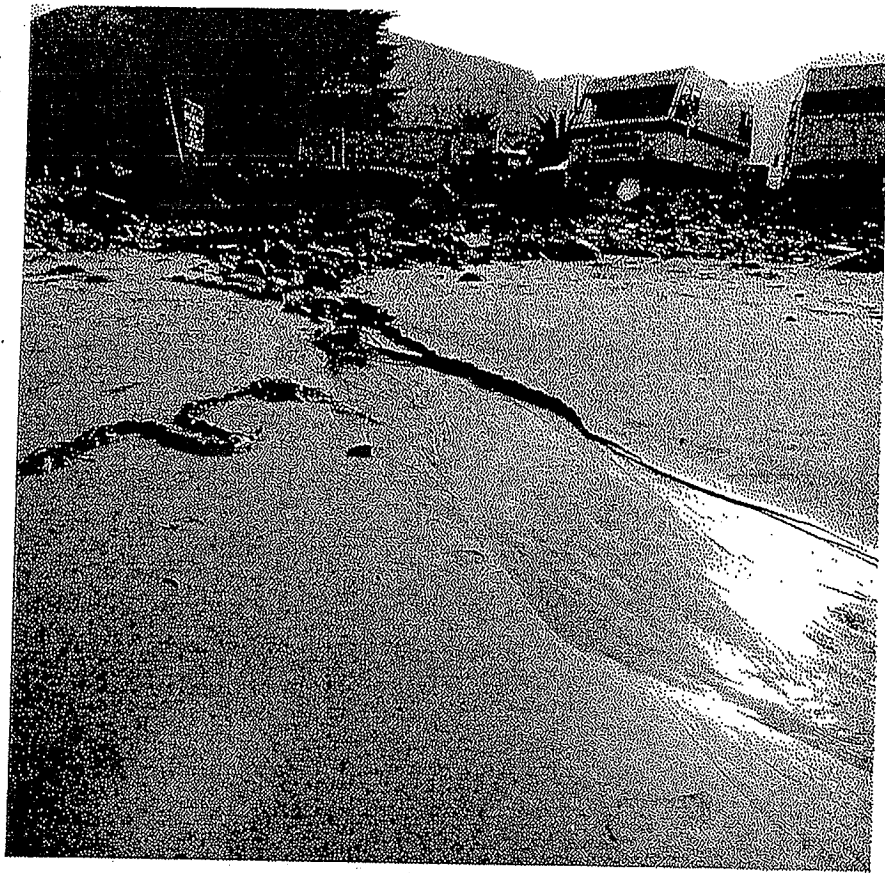


AUG 28 1975

Wide sandy beach between Hobson Park and Seacliff
at high tide + 4 (11:30 a.m. 8-28-75)



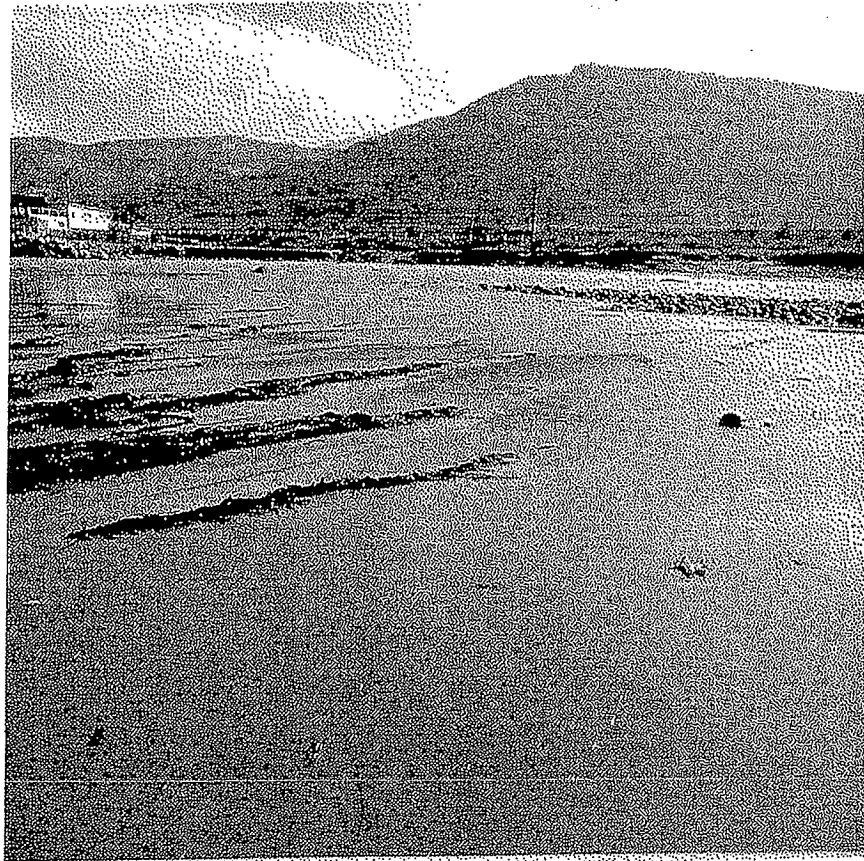
Aerial view showing erosive seaward flow of ponded groundwater from irrigated fields causing osure of Hobson Park (9-16-74)



6-20-75



Seaward groundwater flow
at Hobson Park (6-20-75)



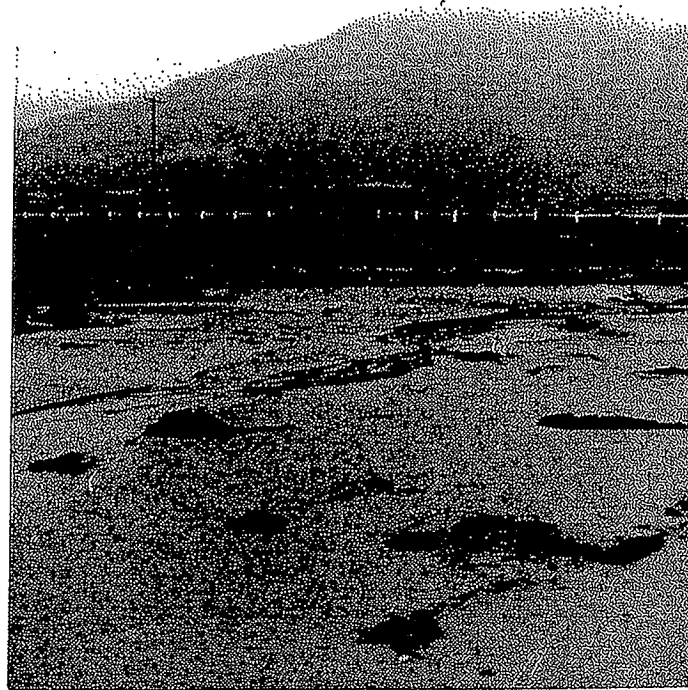
Effluent groundwater seepage in beach sand between
10-20-75 (6-20-75)

9-24-74

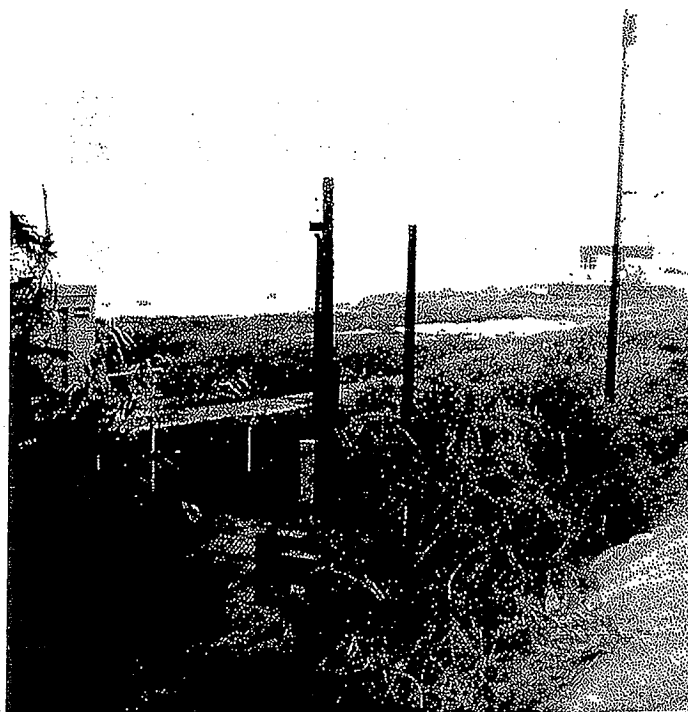


Groundwater seepage and erosion at
Hobson Park (9-24-74)





Erosive seaward flow of groundwater between
Hobson Park and Seacliff (9-24-74)



Clips of
12/18/69

Waves Pound Beach Area Near Ventura

Ventura

Thirty-nine homes were damaged and a fire station evacuated as 12-foot waves pounded the Rincon Beach area northeast of here yesterday.

At one point along U.S. 101, where the freeway is separated from the sea by only a retaining wall and a narrow strip of beach, the breakers covered the four-lane highway with sand, seaweed and other debris and nearly halted traffic.

In the Rincon area, 38 firemen were evacuated when the surf began swirling through their stationhouse. The equipment was removed and the men put to work sandbagging the facility to keep it in service.

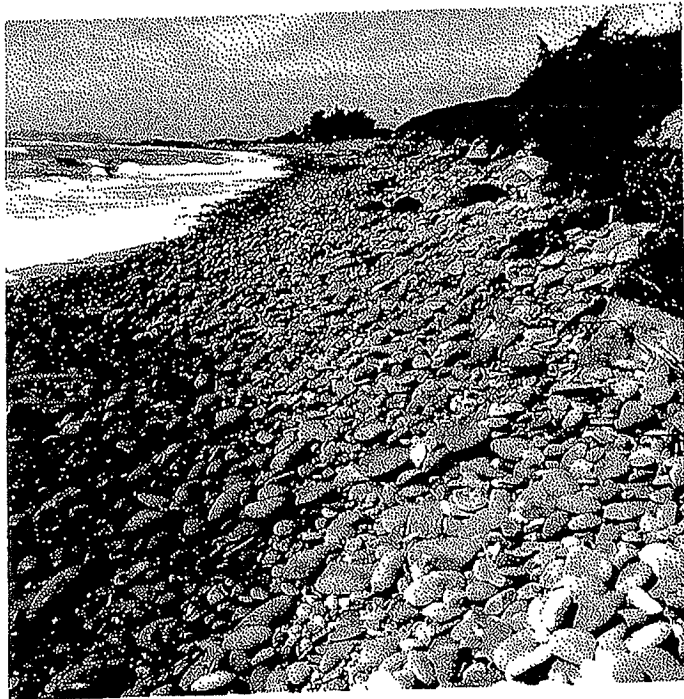
Of the 39 homes damaged, four suffered major flooding to a depth of two feet.

Most of the homes were unoccupied weekend retreats and authorities said there were no reports of injuries.

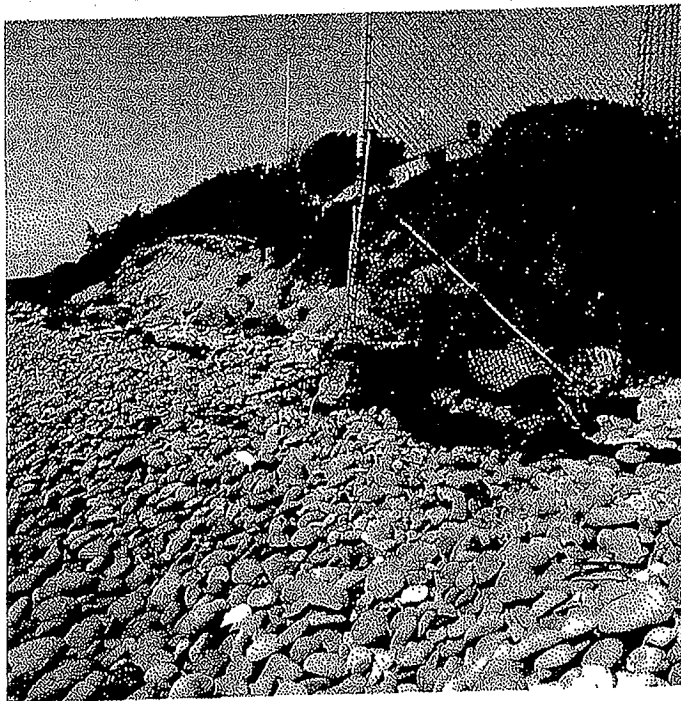
United Press

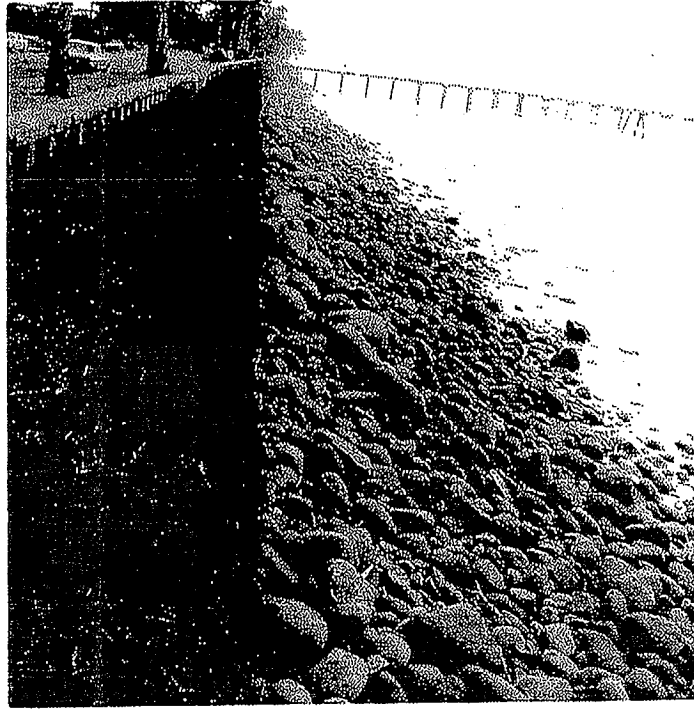


Storm wave erosion and property damage at Oxnard Shores (1-24-73)



Storm wave erosion at Sandy Land
North of Carpenteria State Beach (3-7-73)





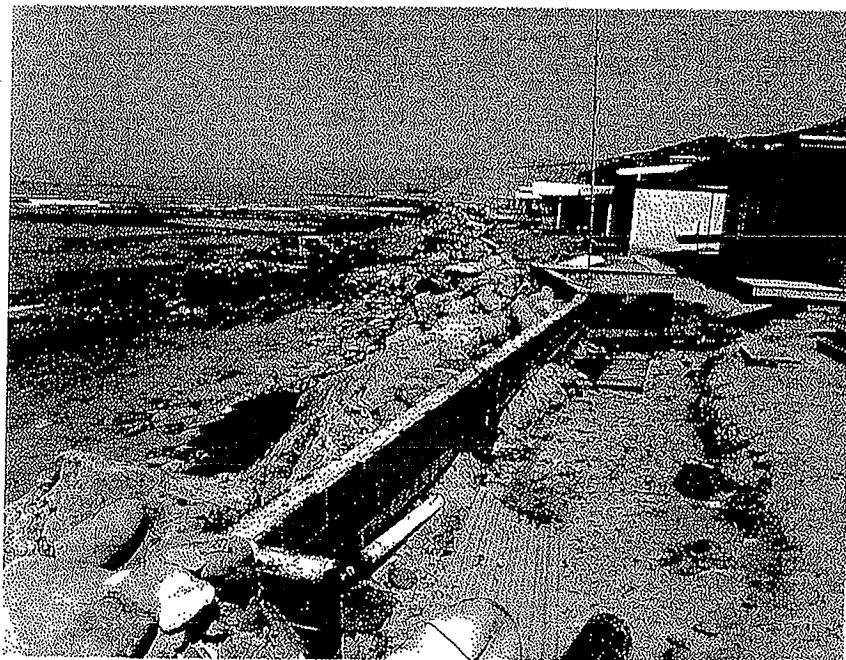
Storm wave erosion at the Santa Barbara
Biltmore Hotel (2-21-73)



4-20-72

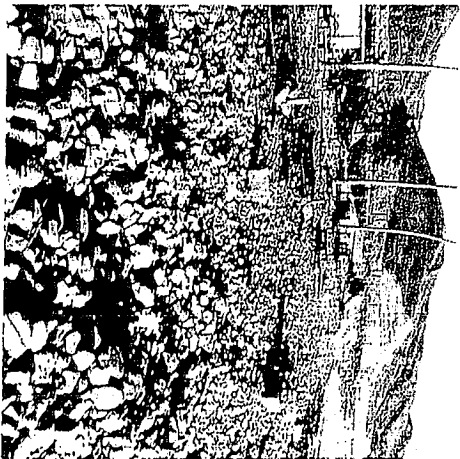


Owner-built Seacliff revetments founded on cobbles and sand undermined by storm waves (4-20-72)





Storm wave flooding and erosion
at Hobson Park (1-15-72)



Pacific

PITAS POINT

HV-46

HV-47

320+54.53 BK= 0+00.00 AH

HV-49

HV-51

HV-53

HV-55

HV-57

HV-59

HV-61

PIRE JUAN CANYON RD
OVERCROSSING
PRIVATE ROAD

Proposed RR
Relocation By Others

Ventura Co
Perk A&S

Canyon

Juan

Padre

STATE

5222 RD
HIGHWAY

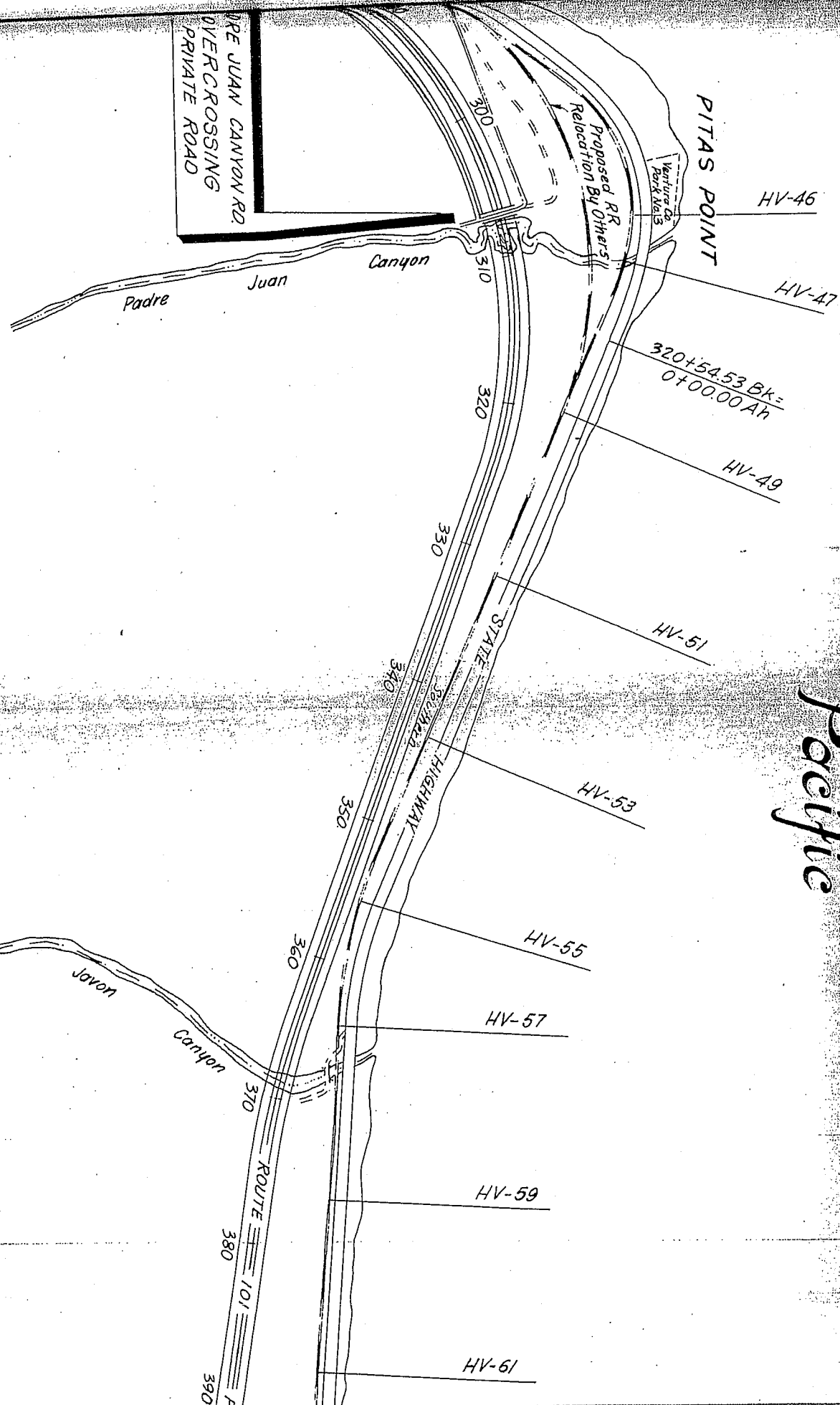
Jaron

Canyon

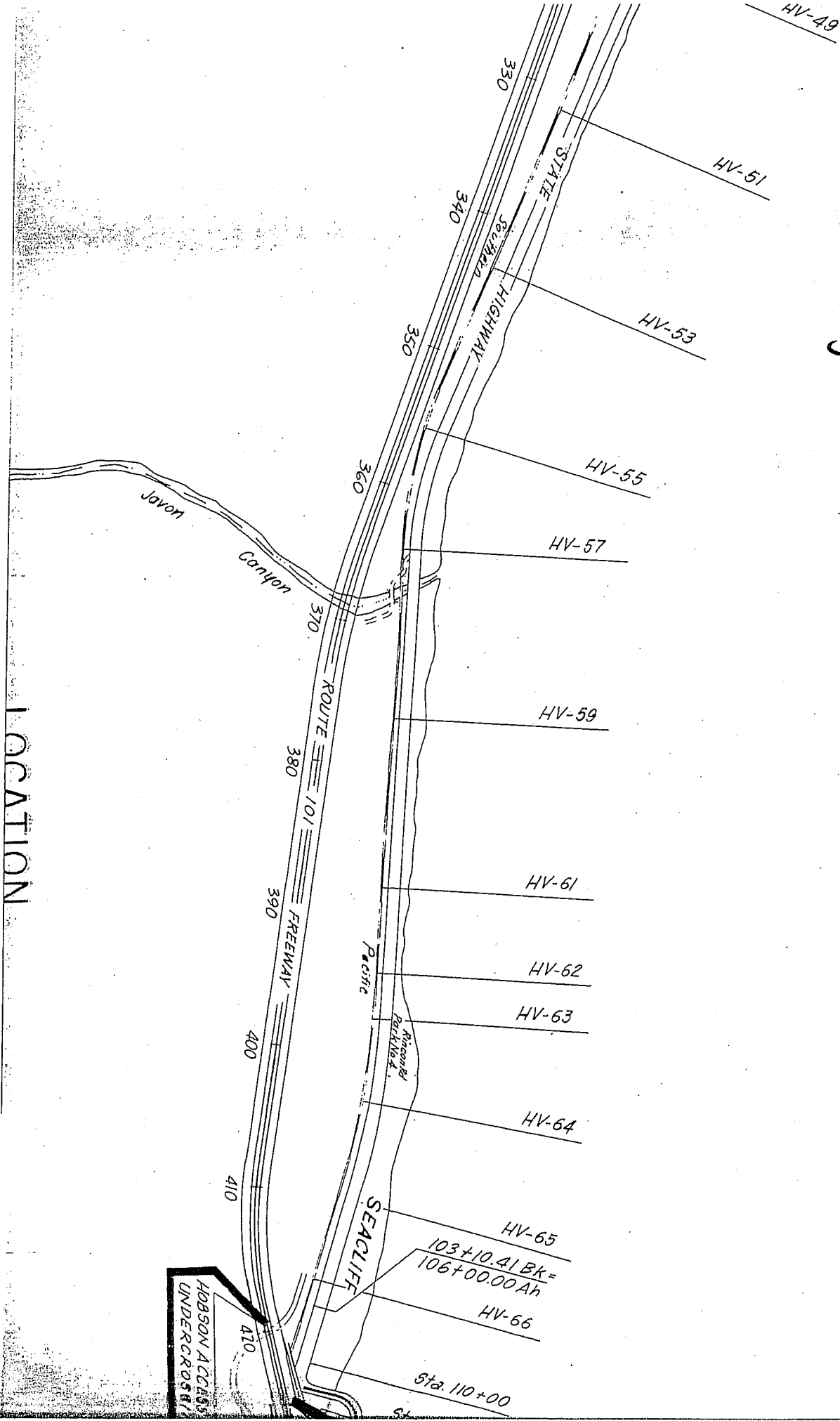
ROUTE

101

LOCATION



Pacific



LOCATION

HV-65
103+10.41 Bk =
106+00.00 Ah
HV-66
Sta. 110+00

Exhibit R

Shore Processes at A Man-Made Headland

BY A. J. CRAMER AND R. D. PAULY
California Department of Transportation
Los Angeles, California

INTRODUCTION

IN THE REDESIGN OF HIGHWAY 101 near Ventura, California, to freeway standards, it was necessary to locate approximately 7,000 feet of the roadbed on an offshore fill between Punta Gorda and Seacliff (Figs. 1 & 2). The maximum width of this fill was approximately 500 feet. One of the primary considerations in the design and construction of this section of the highway was the possible effect on the natural beach processes. Considering that the predominant wave direction in the Santa Barbara Channel is from the west, a littoral drift of approximately 280,000 cubic yards per year (as determined by a 20-year record of accretion and dredging at Santa Barbara Harbor)¹ is expected to be moved from west to east along the general reach of shoreline from Santa Barbara to Port Hueneme. The effect of constructing the Seacliff Interchange was to create a man-made headland which would cause a temporary interruption of the normal littoral drift; that is, an accumulation of sand could be expected on the upcoast side of the headland and

some erosion probably would occur on the downcoast side. After a few years, it would be expected that the littoral compartment upcoast from the Seacliff Interchange would become filled and, thereafter, the normal littoral drift of about 280,000 cubic yards per year would be reestablished along this general reach of shoreline. The shoreline again would be in equilibrium with the natural conditions of wave action and sediment supply. The usual seasonal changes in the beach profiles due to varying wave conditions throughout the year of course would occur as they have for centuries.

~~The vacation homes at the Seacliff Colony have historically been subject to damage, as evidenced by the seawalls constructed over the years by each homeowner.~~ Unfortunately, most of these walls were poorly designed and constructed. Many of these walls were poorly maintained and had deteriorated badly. The seabed in front of the Seacliff Colony is a rock formation with a relatively thin layer of sand, which moves onshore and offshore with the seasons.

As mentioned above, some shoreline erosion in the Seacliff area was to be expected because of the interruption of the littoral drift by the construction of the Seacliff Interchange. To obtain some measure of the erosion caused by the construction of the interchange, as compared with the natural erosion which has occurred in this area over the years (as a result of constructing the houses and seawalls too close to the water), it was recommended that a monitoring program be instituted in the Seacliff area to document the condition of the shoreline prior to the start of the freeway construction, and then continue the program until a new equilibrium shoreline condition appeared to have been reached.² The monitoring program consisted of the following:

- A. Ground Surveys. A series of approximately 35 beach ranges in the reach between Punta Gorda and Pitas Point (Fig. 3). Periodic profiles were made before and after construction.
- B. Aerial Photographs. Both oblique and vertical photographs were made periodically before and after construction.
- C. Ground Photographs. To document details of the condition of the seawalls, beach conditions, etc., ground photographs at the Seacliff Colony were made periodically before and after construction.

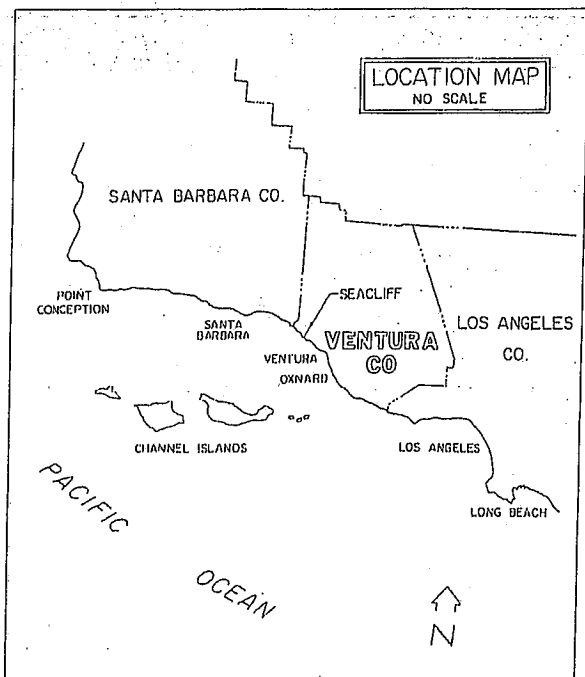


Fig. 2 Location Map

Exhibit R

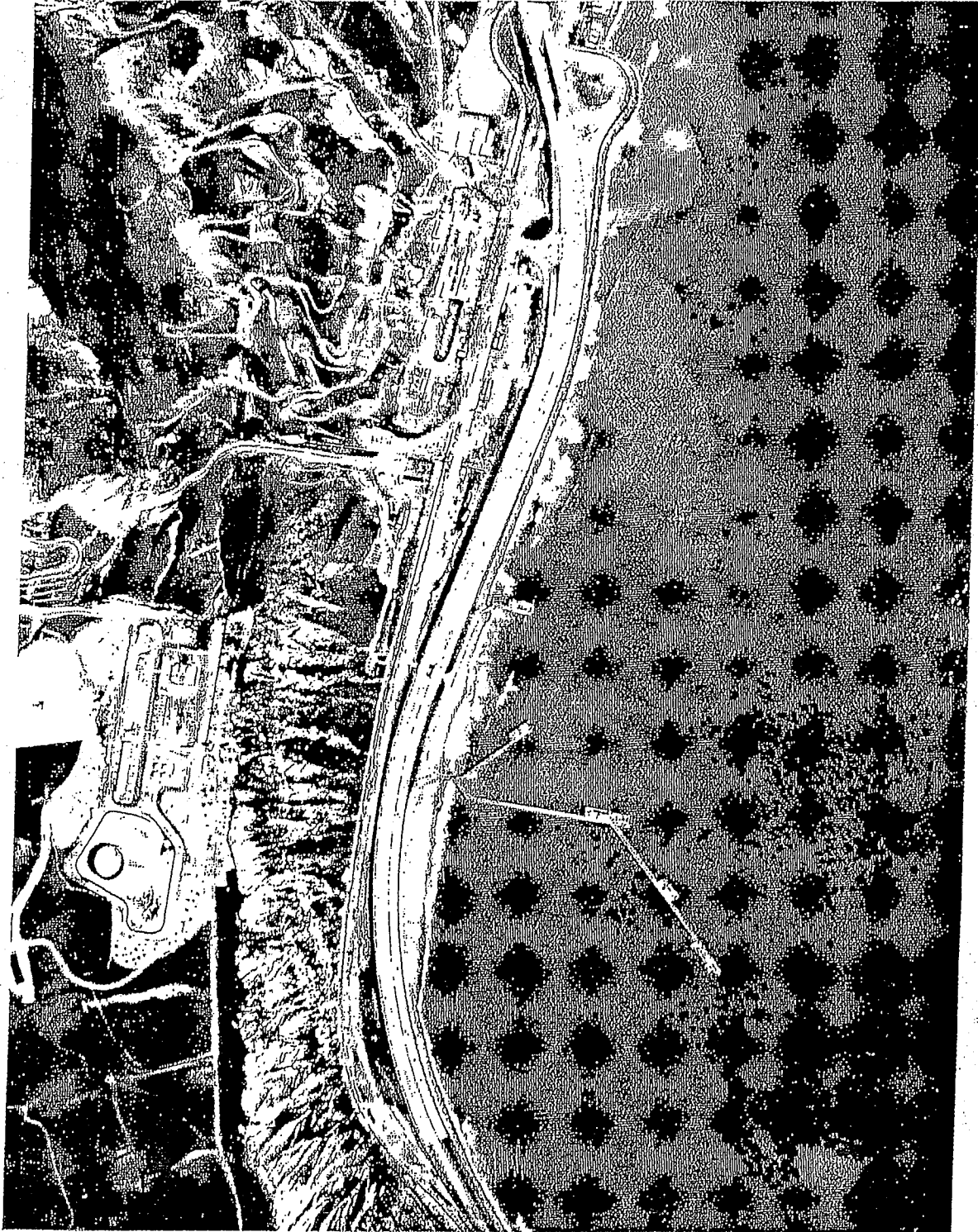


Fig. 1. Aerial view showing freeway revetment section of Highway 101 between Punta Gorda and Seal Cliff Interchange, March 13, 1978. The western limit of the Seal Cliff Colony is at the extreme right. (Photograph by the California Department of Boating and Waterways)

Exhibit R

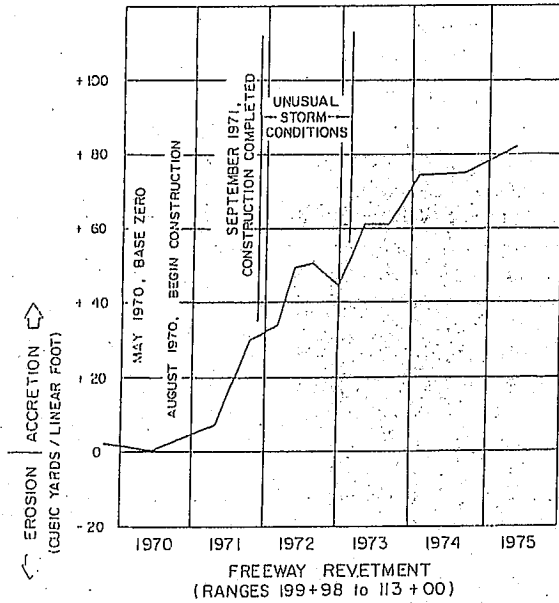


Fig. 4 Erosion and accretion vs. time, Freeway Revetment reach

Seacliff Colony

After the 1971-72 winter season, monitoring indicated an absence of normal seasonal sand accretions at Seacliff Colony (Fig. 5). From a detailed inspection by State Engineers, it was determined that all the various existing shore protection structures along the Seacliff Colony were improperly founded or constructed and, as a result, were severely damaged by the unusual winter storm waves. Based on this determination, in July-August 1972 the State constructed a substantial rock revetment to restore and protect the Seacliff beach frontage (Fig. 6). Sand accretion

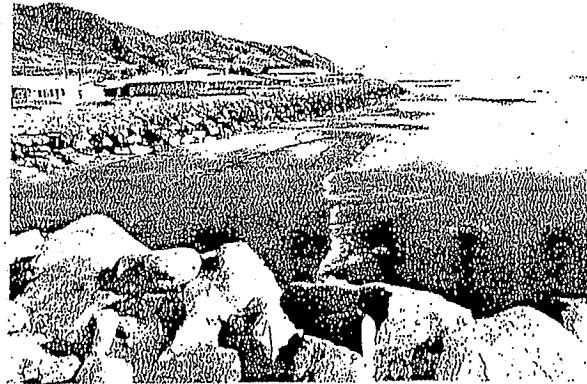


Fig. 6 Seacliff Colony revetment, February 15, 1973. (Photograph by the California Department of Transportation)

was continually present on the foreshore after the construction of the revetment. With minor maintenance (or control of storm wave splash over the armor rock backing, as has been provided by some beach homeowners), it is estimated that this revetment will have a 50-year design life. The construction of the Seacliff revetment has moved the line of Ordinary-High-Tide seaward, as compared to the 1970 location before freeway construction.

Hobson Park

The park and the adjacent undeveloped beach frontage had experienced progressive erosion from storm waves before construction of the freeway began. No efforts were made to restore and maintain the man-made beach frontage at the park by high tide and storm wave damage after the freeway construction started. In the Hobson Park area, the nearshore and offshore beach consists of a bedrock outcrop covered with cobbles and boulders with some coarse sand in the rocky interstices. The elevation of the offshore rock bottom is several feet higher than the adjacent ocean floor and was never observed to be covered with sand; hence, the limited accretion and erosion in the area as illustrated by Figure 7.

In 1976, the State constructed an extension of the Seacliff revetment around Hobson Park (Fig. 8). Prior to this time, the park had been periodically closed due to septic tank overflow and accelerated erosion of the seaside campsites. The park was on the verge of becoming a total loss. Recent development of constantly irrigated flower farms (Fig. 8), upslope from the park, created heavy seaward effluent groundwater flow on the park grounds and along the beach. The revetment construction, and the installation of a sub-drain, fully restored the park grounds and the adjacent land to the original usable area developed in years prior to freeway construction.

The Seacliff monitoring program provided some of the important engineering data for the design of this unique, effective and economical revetment. The revetment was constructed at low tide in 100-foot increments for a total length of 900 feet. Slope protection rock was placed against a sand embankment covered with plastic filter cloth. The rock consisted of round-

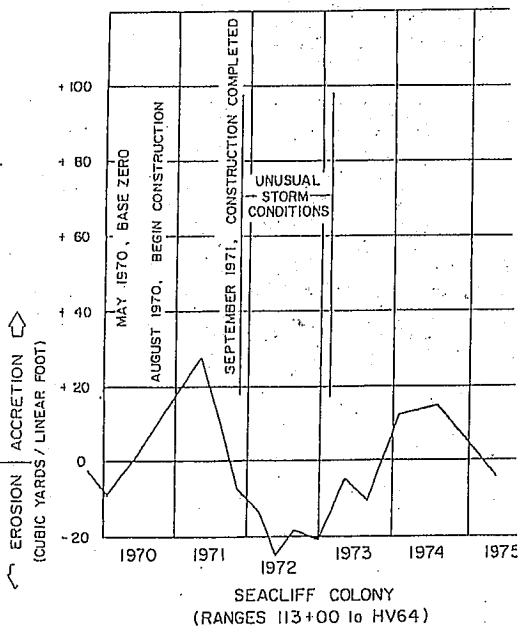


Fig. 5 Erosion and accretion vs. time, Seacliff Colony reach

Exhibit R

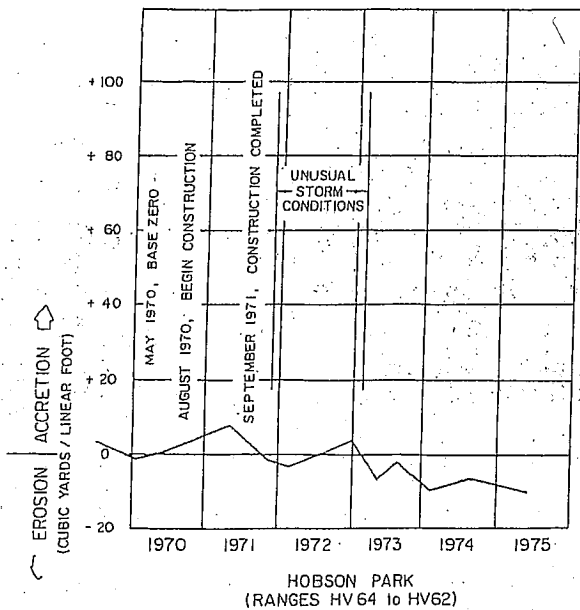


Fig. 7 Erosion and accretion vs. time, Hobson Park reach

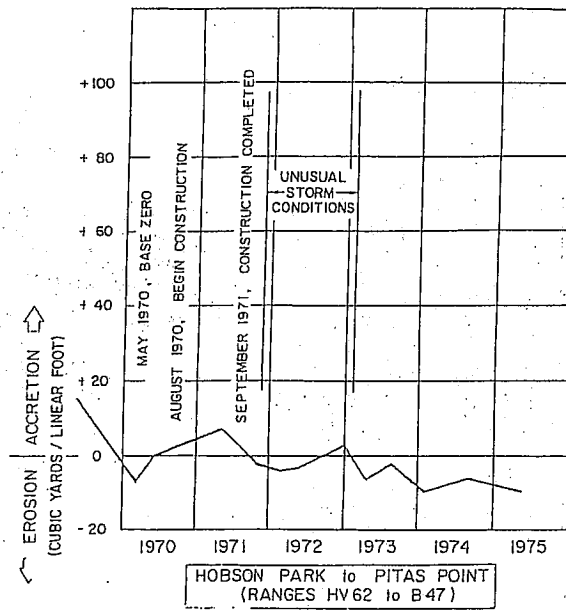


Fig. 9 Erosion and accretion vs. time, Hobson Park to Pitas Point reach

ed, hard, lime-cemented sandstone boulders obtained at low cost from a land-clearing project in the Upper Ojai Valley.

The project was completed for a total cost of \$72,000. Excluding the costs of several thousand yards of backshore restoration fill and expensive construction delays caused by unseasonal heavy rainstorms, the actual cost of the rock structure was less than \$50 per lineal foot. Since construction was completed, the Hobson Park revetment has been exposed to three seasons of severe storm wave attack with no significant rock displacement or backshore erosion.

Hobson Park to Pitas Point

In this reach, the monitoring data indicated no significant effect on littoral processes as a result of

freeway construction (Fig. 9). There was no measurable change in this shoreline, other than seasonal sand accretion and erosion as observed on all beaches along the California coast. The beach fronting Faria Park has always been a rock outcrop with little or no beach sand.

SUMMARY

The coastline between Punta Gorda and Pitas Point has been periodically monitored by the U.S. Army Corps of Engineers for many years, and progressive erosion has been reported since 1869. In their *National Shoreline Study, California Regional Inventory*, published in 1971, the unprotected reaches of this coastline were reported as undergoing critical erosion.

Monitoring done by the State of California since the inception of the freeway, indicates the offshore revetment has an insignificant effect on the forces of nature causing the downcoast erosion. Historically and currently, damaging erosion occurs in this area when high tides are coincidental with high waves. This has caused flooding and scour of the unprotected beach frontage and has also caused repeated damage to improperly founded or poorly constructed revetments.

The average annual net rate of littoral transport along this shoreline can be roughly estimated, but it is apparently not regular from year to year. The amount of sand available to the beaches by littoral transport is affected by dredging of the Santa Barbara Harbor and by the amount of high-intensity rainfall and runoff from local upcoast streams. Seasonal beach erosion and accretion patterns have not always been consistent in the area, and the rate of loss of littoral sand frequently exceeds the rate of supply. Other factors, such as observed periodic changes in wave direction and intensity, also vary the location of beach

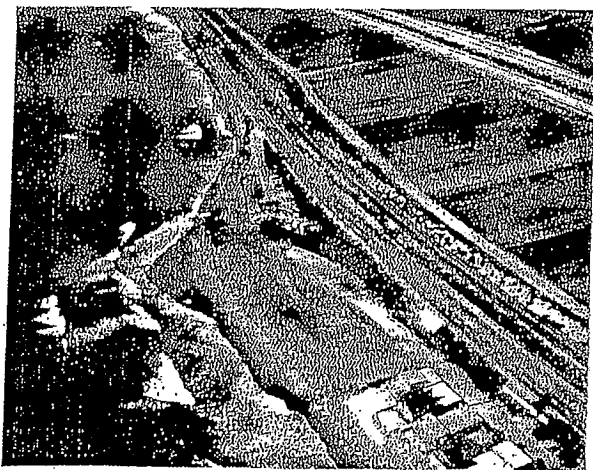


Fig. 8 Hobson Park revetment, October 12, 1976. Note westerly end of Seacliff Colony to the lower left and flower farm to the upper left. (Photograph by the California Department of Transportation)

Exhibit R

erosion and accretion that appear along the shoreline.

A rock revetment such as constructed at Seacliff Colony and Hobson Park is considered an expedient way of protecting the shorefront property. Since the construction of the Seacliff revetment in 1972 and the Hobson Park revetment in 1976, a sandy beach has always been present along these shorelines.

The unprotected sections of shoreline, both up and downcoast from Seacliff, are experiencing continuing cycles of storm wave erosion. Historically, these beaches have rarely had a significant deposit of sand except during short periods of time when conditions governing littoral transport and accretion were exceptionally favorable.

The practical application of the science of coastal

engineering, foundation engineering, soil mechanics and materials engineering can result in the design and construction of economical coastline revetments to restore, enhance, and preserve valuable beaches and shoreline properties.

REFERENCES

1. JOHNSON, J. W., "Littoral-Drift Problem at Shore-Line Harbors," *Trans. American Society of Civil Engineers*, Vol. 124, 1959, pp. 525-546.
2. CRAMER, A. J. AND R. D. PAULY, *Beach Monitoring Report, Punta Gorda to Pitas Point, Ventura Freeway Construction at Seacliff*, California Department of Transportation, District 7, Los Angeles, CA, September 1975.

"PLANS SET FOR COASTAL ZONE 80"

Plans are set for COASTAL ZONE 80, an interdisciplinary conference to provide an opportunity for all professionals involved in the coastal zone to convene and exchange information and views. This conference follows the highly successful COASTAL ZONE 78 which attracted over 1200 attendees. The conference will be held at the Diplomat Resort Hotel in Hollywood, Florida, during November 17-20, 1980. The purpose of the conference is to provide a forum for interdisciplinary discussion of all aspects of coastal resource management, conservation and utilization. The major issues to be addressed include: role of states in Ocean Management, onshore impact of offshore energy development, protection of the environment, management of development, improving inter-governmental coordination, and increasing access. COASTAL ZONE 80 is sponsored by the American Society of Civil Engineers and the Office of Coastal Zone Management. Other sponsors will be announced. Approximately 2000 professionals are expected to attend this milestone conference in coastal zone management.

Contact: For additional information on COASTAL ZONE 80 and to receive a copy of the Call for Papers, please write:

Billy L. Edge, Chairman
COASTAL ZONE 80
Department of Civil Engineering
Clemson University
Clemson, South Carolina 29631

Exhibit S

CALENDAR ITEM

C

A 35, 37

8/20/10

S 19

W 26292

S. Young

GENERAL LEASE - PROTECTIVE STRUCTURE USE

APPLICANT:

Seacliff Beach Colony Homeowners Association
David Johnston, President
5384 Rincon Beach Park Drive
Ventura, CA 93001

AREA, LAND TYPE, AND LOCATION:

1.26 acres, more or less, of sovereign land in the Pacific Ocean at Seacliff Beach Colony, adjacent to Rincon Beach Park Drive, Ventura, Ventura County.

AUTHORIZED USE:

Repair and maintenance of an existing 2,040-foot-long rock revetment located seaward of 49 single family residences and one common lot within Seacliff Beach Colony, and repair and/or reconstruction and maintenance of three existing beach access stairways for public use.

LEASE TERM:

35 years beginning August 20, 2010.

CONSIDERATION:

\$13,132 per annum, with the State reserving the right to fix a different rent periodically during the lease term based on changes to the All Items Consumer Price Index (CPI), as provided in the lease.

SPECIFIC LEASE PROVISIONS:

- 1) Liability Insurance with combined single limit coverage of no less than \$1,000,000.
- 2) Appropriate signage will be provided as required under the provisions of CDP #4-07-154. Additional signage will also be provided as approved by the County of Ventura and the California Coastal Commission at Hobson County Park.

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

- 3) Maintenance or repair work shall only occur during the late fall or winter season from October 1 to March 15 as permitted under provisions of CDP #4-07-154.
- 4) Initial revetment repairs to be completed no later than March 15, 2012.
- 5) The Commission, as set forth in Public Resources Code Section 6321.2, is to set future rents on a reasonable basis, consistent with statutes and regulations.
- 6) Lessee and Lessor agree that the Lease is not intended to establish the boundaries of State or private ownership and is made without prejudice to either party regarding any boundary claims that may be asserted presently or in the future.
- 7) The annual rental is subject to modification by Lessor on the fifth anniversary of the Lease and every five years thereafter, based on changes to the All Items Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area.

BACKGROUND

The Seacliff Beach Colony residential development was constructed in two phases. The first phase of the development occurred in the 1950s and the second phase was constructed in the 1980s. In 1970, the California Department of Transportation (hereinafter referred to as "Caltrans") improved a 7,000-foot section of Highway 101 upcoast of the Colony, including construction of a six-lane freeway with a "cloverleaf" off-ramp adjacent to the Seacliff Beach Colony development. The Commission, Caltrans and the private property owners (including the then-owner of Seacliff Beach Colony) negotiated a boundary line agreement, BLA 117, which resolved the boundary upcoast and allowed the freeway development to proceed.

At the time of the Commission approving the BLA and right-of way to Caltrans to fill portions of the ocean for the freeway in January 1970, the then property owner expressed concerns that the freeway construction might cause erosion to the shore fronting the structures being leased to various individuals. Caltrans' experts asserted that such changes were unlikely, but that Caltrans would take responsibility if the freeway caused erosion. According to the Applicant's

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

representatives, the shoreline had already receded based upon prior winter storm events in 1969 and immediately after the construction of the highway improvements, which began in the summer of 1970, a lawsuit was filed by the homeowners against Caltrans in November 1972. The Applicant's have stated that the lawsuit claimed that the oceanfront property had been damaged and a portion of the property had eroded as a direct result of Caltrans' new freeway construction for Highway 101. According to the Applicant, to resolve the issue of responsibility, Caltrans agreed to construct a revetment in front of the existing structures in July and August of 1972. Commission staff can locate no record that it received notice of the project details so as to be able to determine whether it was to be built on private property or State owned tidelands.

Also in 1972, a Record of Survey was filed that set forth lot lines of individual leases that were subsequently used to convey the new parcels to individual purchasers. The seaward boundary of the individual lot lines were substantially the same as the location of the up-coast BLA 117, which relied on a 1927 mean high tide line (MHTL) survey. The Record of Survey depicted a separate seaward parcel that identified a 1953 MHTL survey as its seaward boundary, with the entire parcel identified as "Proposed Dedication to State of Calif."

In 1976 Caltrans extended the revetment in front of one parcel south of the existing revetment to and in front of Hobson Park owned and operated by Ventura County (County). The 1976 plans reviewed by Commission staff indicated that the proposed project was to be located landward of the mean high tide line and therefore no lease was required at that time. This is consistent with the subsequently obtained 1970 Caltrans photogrammetric survey, which indicates that in 1970 there was a substantial beach seaward of 75% of the southernmost portion of that lot. According to the Applicant, upon completion of the revetment, Caltrans entered into an agreement with the property owners of the lot and the County, in which the State was released from all liability for damage to the respective properties and from any requirements to maintain the revetment in the future, including a provision that the homeowners would be entirely responsible for the future maintenance of the revetment. Subsequently, the lawsuit was dismissed. The Commission was unaware of and not a party to the litigation, the negotiations or the settlement. According to the California

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

Coastal Commission's (CCC) staff report for the current project, in 1983 the CCC approved a ten-lot subdivision of the single parcel south of the Seacliff Beach Colony development, which was the subject of the 1976 revetment project. The CCC's approval included a special condition that required the Seacliff Beach Colony Homeowner's Association (HOA, also Applicant) to record a deed restriction to provide two lateral public accessways seaward of all 50 residential lots in the development. One lateral public accessway was to be located on the beach between the mean high tide line and the toe of the revetment within the development and include all areas of the sandy beach between those two lines. The second recorded lateral public accessway is located between the landward edge of the revetment and the seaward lot boundary of the residential lots. The second accessway follows an existing dirt path which runs the entire length of the revetment. The purpose of the path is to ensure that the public has access along this stretch of beach even during higher tide events when all areas of the sandy beach seaward of the toe of the revetment become inundated. The HOA is responsible for maintaining both of these accessways. In 1996 and in 1998, the HOA completed minor repairs to the revetment through Coast Development Permits issued by Ventura County.

Prior to 2006, individual homeowners leased the land underneath their individual homes from the Seacliff Land Company. After a dispute over an increase in annual rent, a settlement was reached that resulted in homeowners purchasing the underlying land. The up-coast portion of the revetment is located on a parcel assessed to the Applicant. The Ventura County Assessor map indicates the State of California is the owner of the parcel seaward of the ten down-coast lots.

Current Situation

The Applicant now proposes to retrieve dislodged rocks from the beach and to deposit the rocks back on the revetment. The HOA also proposes to add approximately 5,000 tons of new rock in order to restore the revetment to its original design height of +11 feet above mean sea level (MSL) along 1,600 linear feet of the western section and to its original +14 feet in height above MSL along the 440 linear foot eastern section. No rock is proposed to be placed seaward of the pre-existing toe of the revetment. The project also includes removal of 19 existing unpermitted private beach access stairways located between the existing public trail and the beach. Additionally, improvements are to be made to three existing beach access stairways for public use. Based on surveys, including one provided by the Applicant's consultant, portions of the revetment and beach access stairways are located on sovereign lands.

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

The landward line of the revetment is approximately the same as the MHTL described in a grant deed to Grace Smith from A. L. Hobson dated September 30, 1927. It is unclear when the original shoreline protection was constructed in front of the homes, but photographs provided by the Applicant's representatives show shore protection devices existing at least as early as the 1960's. A 1979 study of erosion in this region discusses the existence of shore protection devices having existed prior to the revetment being placed in the 1970s.

A lease with the Applicant for this project has been agendaized and pulled from two prior Commission meetings at the request of the Applicant. See October 16, 2008 Calendar Item 32; December 3, 2008 Calendar Item 28.

Staff of the Commission and representatives of the HOA vigorously dispute the true boundary separating state owned tidelands and adjacent private property. Caltrans, which constructed the revetment in 1970 and 1976, through its representatives asserts that they believed the ownership of the land on which the revetment was built was private property. Because of the dispute as to the location of the boundary, the involvement of another state agency and the above referenced public access benefits provided by the Applicant, staff is recommending that the Commission accept a rental rate discounted from 9% of value of the land as set forth in CCR, Title 2, Div. 3, Section 2003 (a) (4) and waive a portion of the rent commensurate with the public benefit associated with the revetment, as authorized by Section 2003 (a) (4) (B) and Public Resources Code Section 6321.2.

In June and August 2010, in an effort to resolve disagreement over the terms of the proposed lease, Commission staff, Caltrans staff, and Attorney General staff met with representatives of the Seacliff Beach Colony Homeowners Association. As a result of the meeting, the parties were able to agree to the terms as noted above.

OTHER PERTINENT INFORMATION:

1. The Applicant, Seacliff Beach Colony Homeowners Association (HOA), through its individual members, owns the uplands adjoining the lease premises.

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

2. The HOA, a non-profit organization, represents the upland residential property owners. The HOA is proposing to make extensive repairs to the revetment and has obtained a Coastal Development Permit (CDP No. 4-07-154) issued with conditions and approved by and from the CCC on June 11, 2008. One of the conditions of the CDP requires that the HOA obtains all other local, state or federal permits necessary for all aspects of the project or evidence that no such approvals are required. Upon review of the proposed site plan, Commission staff advised the HOA and the CCC that a portion of the revetment is located within the leasing jurisdiction of the Commission and that an application for a lease would be required.
3. On June 11, 2008, the California Coastal Commission (CCC) granted Coastal Development Permit # 4-07-154 (with conditions) for this project under its certified regulatory program [Title 14, California Code of Regulations, section 15251 (c)].
4. Commission staff reviewed the document and determined that the conditions, as specified in Title 14, California Code of Regulations, section 15253 (b), were met for the Commission to use the environmental analysis document certified by the CCC as a Mitigated Negative Declaration equivalent in order to comply with the requirements of the CEQA.
5. This activity involves lands which have not been identified as possessing significant environmental values pursuant to Public Resources Code sections 6370, et seq. However, the Commission declared that all sovereign lands are "significant" by nature of their public ownership (as opposed to "environmentally significant"). Since such declaration of significance is not based upon the requirements and criteria of Public Resources Code sections 6370, et seq., use classifications for such lands have not been designated. Therefore, the finding of the project's consistency with the use classification as required by Title 2, California Code of Regulations, section 2954 is not applicable.

APPROVALS OBTAINED:

California Coastal Commission

Exhibit S

CALENDAR ITEM NO. C (CONT'D)

FURTHER APPROVALS REQUIRED:

U.S. Army Corps of Engineers
Regional Water Quality Control Board

EXHIBIT:

- A. Site and Location Map
- B. Land Description

RECOMMENDED ACTION:

It is recommended that the Commission:

CEQA FINDING:

Find that an Environmental Analysis Document, California Coastal Commission (CCC) Permit # 4-07-154, was adopted for this project by the CCC under its certified program [Title 14, California Code of Regulations, Section 15251 (c)], and that the California State Lands Commission has reviewed and considered the information therein and concurs in the CCC'S determination.

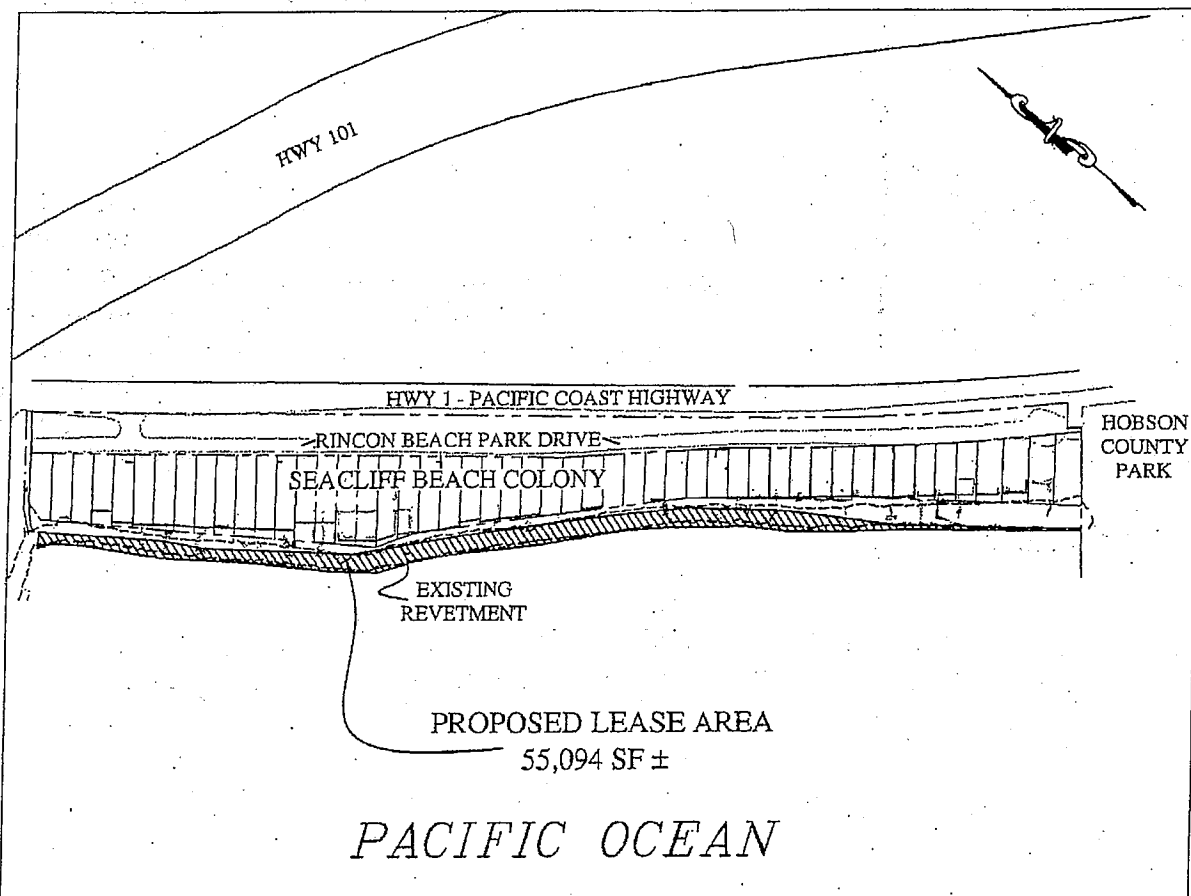
AUTHORIZATION:

Authorize issuance of a General Lease - Protective Structure Use to the Seacliff Beach Colony Homeowners Association beginning August 20, 2010, for a term of 35 years, for the use, repair, and maintenance of an existing 2,040 foot long rock revetment and repair and maintenance of three beach access stairways for public use as shown on Exhibit A (for reference purposes only) and as described on Exhibit B attached and by this reference made a part hereof; annual rental in the amount of \$13,132, with the State reserving the right to fix a different rent periodically during the lease term based on the All Items Consumer Price Index, as provided in the lease; liability insurance with coverage of no less than \$1,000,000.

Exhibit S

NO SCALE

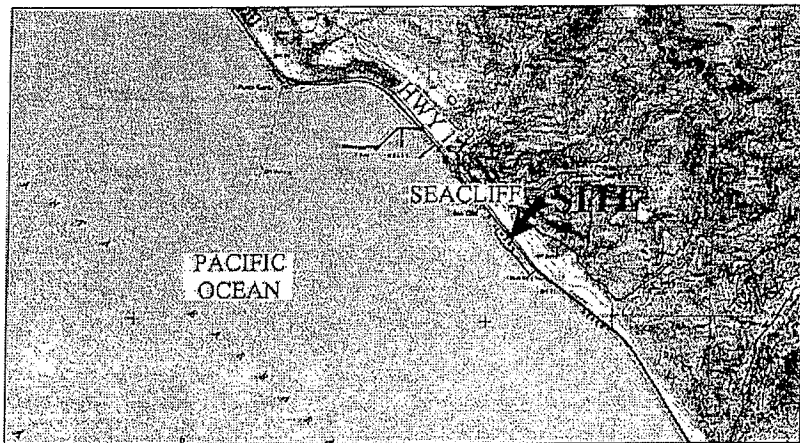
SITE



5310-5518 Rincon Beach Park Drive, Seacliff

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit A

W 26292
SEACLIFF BEACH COLONY
HOMEOWNERS ASSOCIATION
GENERAL LEASE
PROTECTIVE STRUCTURE USE
VENTURA COUNTY



MJF 8/9/10

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

Exhibit S

EXHIBIT B

W 26292

LAND DESCRIPTION

A parcel of filled and unfilled tide and submerged land in the Pacific Ocean, Ventura County, California, adjacent to a portion of Section 17, T3N, R24W, SBM, as shown on the official township plat approved November 9th, 1871, being more particularly described as follows:

COMMENCING at the most northerly corner of Sea Cliff Beach Colony, "Parcel A" as shown on Record of Survey book 37, page 96 in Official Records of Ventura County, also being a point on the northwesterly line of a 60 foot right-of-way, thence along the northwesterly and westerly boundary of Sea Cliff Beach Colony S 50° 30' 59" W 175.40 feet; thence S 14° 28' 53" W 40.77 feet; thence leaving said boundary S 56° 19' 32" W 23.49 feet to a point on the ordinary high water mark of 1970 also being the POINT OF BEGINNING; thence along said ordinary high water mark the following nine (10) courses:

- 1) S 35° 40' 31" E 238.46 feet;
- 2) S 30° 13' 23" E 84.49 feet;
- 3) S 37° 53' 32" E 198.44 feet;
- 4) S 37° 09' 23" E 96.26 feet;
- 5) S 49° 25' 24" E 269.23 feet;
- 6) S 47° 18' 37" E 225.90 feet;
- 7) S 46° 06' 39" E 160.09 feet;
- 8) S 38° 14' 20" E 193.14 feet;
- 9) S 32° 55' 10" E 192.67 feet;
- 10) S 27° 31' 22" E 16.89 feet to the ordinary high water mark of 2006;

thence along said ordinary high water mark of 2006 S 39° 57' 20" E 117.03 feet; thence S 37° 19' 25" E 87.28 feet; thence S 39° 39' 15" E 155.60 feet to the southeasterly line of "Parcel B" as shown on said record of survey; thence along said line S 48° 52' 21" W 5.92 feet; thence leaving said line and along the following seventeen (17) courses:

- 1) N 39° 16' 05" W 324.45 feet;
- 2) N 41° 49' 43" W 153.59 feet;
- 3) N 39° 54' 07" W 86.24 feet;
- 4) N 33° 38' 06" W 80.40 feet;
- 5) N 40° 51' 20" W 155.48 feet;
- 6) N 44° 22' 40" W 76.46 feet;
- 7) N 49° 22' 27" W 164.16 feet;
- 8) N 46° 10' 31" W 158.89 feet;
- 9) N 49° 47' 13" W 84.34 feet;
- 10) N 56° 15' 12" W 84.87 feet;
- 11) N 38° 39' 55" W 88.02 feet;
- 12) N 33° 48' 34" W 161.05 feet;
- 13) N 37° 23' 21" W 160.89 feet;
- 14) N 30° 53' 01" W 161.70 feet;

Exhibit S

- 15) N 36° 41' 23" W 70.21 feet;
- 16) N 54° 13' 07" W 30.61 feet;
- 17) N 56° 19' 32" E 31.97 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion thereof lying landward of the ordinary high water mark of said ocean.

BASIS OF BEARINGS is based on California Coordinate System NAD83, Zone 5. All distances are ground distances.

END OF DESCRIPTION

A portion of this description is based on proposed revetment design plans, therefore this land description is preliminary pending "as-built" drawing and verification.

Prepared 8/10/10 by the California State Lands Commission Boundary Unit

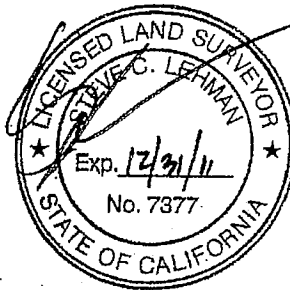


Exhibit T

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
Attn: Title Unit
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

County: Ventura

W 26292

LEASE PRC

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to **Seacliff Beach Colony Homeowners Association**, hereinafter referred to as Lessee, those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

Exhibit T

MAILING ADDRESS: Seacliff Beach Colony Homeowners Association
David Johnston, President
5384 Rincon Beach Park Drive
Ventura, CA 93001

LEASE TYPE: General Lease – Protective Structure Use

LAND TYPE: Sovereign land

LOCATION: 1.26 acres, more or less, of tide and submerged lands located seaward of 49 single family residences and one common lot in the Pacific Ocean adjacent to Seacliff Beach Colony in Ventura, Ventura County.

LAND USE OR PURPOSE: Repair and maintenance of an existing 2,040 foot long rock revetment, repair and maintenance of two existing beach access stairways for public use and reconstruction and maintenance of one additional beach access stairway for public use.

TERM: 35 years; beginning October 29, 2010; ending October 28, 2045, unless sooner terminated as provided under this Lease.

CONSIDERATION: \$13,132 per annum, subject to modification by Lessor on the fifth anniversary of the lease and every five years thereafter, based on changes to the All Items Consumer Price Index (CPI) in the Los Angeles-Riverside-Orange County. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

AUTHORIZED IMPROVEMENTS: In connection with Lessee's repair and reconstruction of the existing Seacliff Beach Colony 2,040 foot long rock revetment, Lessee is authorized to retrieve the revetment's dislodged rocks from the beach and deposit the rocks on the revetment. Lessee is authorized to add approximately 5,000 tons of new armor stone to restore the revetment to its original design height of +11 feet above mean sea level (MSL) along 1,600 linear feet of the western section and to restore the revetment's original +14 feet in height above MSL along the 440 linear foot eastern section. No rock will be placed seaward of the pre-existing toe of the revetment. Additionally, Lessee is authorized to make improvements to two existing beach access stairways for public use and authorized to demolish and reconstruct one additional beach access stairway for public use.

X **EXISTING:** A 2,040 foot long rock revetment.

X **TO BE CONSTRUCTED:** Under provisions of Coastal Development Permit (CDP) # 4-07-154 granted to Lessee by the California Coastal Commission on June 11, 2008, removal of 19 existing unpermitted private beach access stairways along the revetment is required. The CDP requires the improvement of two existing beach access stairways for public use and the demolition and reconstruction of one additional beach access stairway for public use, identified as Stair #6 (Lot 17), Stair #13 (Lot 36) and Stair #20 (Lot 5), respectively.

CONSTRUCTION MUST BE COMPLETED BY: February 28, 2012

Exhibit T

LIABILITY INSURANCE: \$1,000,000

SURETY BOND OR OTHER SECURITY: N/A

SECTION 2 SPECIAL PROVISIONS

BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED OR SUPPLEMENTED AS FOLLOWS:

1. Lessee acknowledges and agrees:
 - a. The site may be subject to hazards from natural geophysical phenomena including, but not limited to waves, storm waves, tsunamis, earthquakes, flooding, and erosion.
 - b. To assume the risks to the Lessee and to the property that is the subject of any Coastal Development Permit (CDP) issued for development on the leased property, of injury and damage from such hazards in connection with the permitted development and use.
 - c. To unconditionally waive any claim or damage or liability against the State of California, its agencies, officers, agents, and employees for injury or damage from such hazards.
 - d. To indemnify, hold harmless and, at the option of Lessor, defend the State of California, its agencies, officers, agents, and employees, against and for any and all liability, claims, demands, damages, injuries or costs of any kind and from any cause (including costs and fees incurred in defense of such claims), expenses, and amounts paid in settlement arising from any alleged or actual injury, damage or claim due to site hazards or connected in any way with respect to the approval of any CDP involving this property or issuance of this Lease, any new lease, renewal, amendment, or assignment by Lessor.
2. The State of California's sovereign ownership of the lands underlying the Pacific Ocean extends to the ordinary high water mark. The description in Section 3 contained herein, reflects the location asserted by Lessor and disputed by Lessee as to the boundary between private and State Owned lands. This lease is entered into by both parties acknowledging that ownership. Lessee and Lessor agree that the Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims that may be asserted presently or in the future, as set forth in Section 4, paragraph 3.
3. Lessee shall provide appropriate signage that provides notice to the public of the availability of the three vertical public access stairways following the repairs or replacement of the existing stairways under provisions of CDP # 4-07-154. Lessee will provide such signage, as approved by the County of Ventura and the California Coastal Commission.
4. Lessee shall provide to Lessor a copy of a set of as-built plans and photographs within 60 days of completing work.

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5. Lessee agrees that the land description contained in Section 3 of this Lease is based upon information provided by Lessee prior to installation of the improvements. In the event any portion of the improvements are installed outside of the Lease Premises, Lessee shall within one hundred twenty (120) days of completion of the project provide to Lessor an amended land description, prepared by a person authorized to practice land surveying in California, that correctly reflects the location of the installed improvements.
6. The Lessee shall ensure that all personal property, tools, or equipment taken onto or placed upon the Lease Premises shall be promptly removed upon the completion of any routine maintenance to authorized improvements. The Lessor does not accept any responsibility for any damage, including damages to any personal property, including any equipment, tools or machinery on the Lease Premises.
7. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and does not include any equipment that may cause damage to the Lease Premises.
8. Maintenance or repair work shall only occur during the late fall or winter season from October 1st to March 15th as permitted under CDP # 4-07-154.
9. No refueling or maintenance of vehicles will take place on the Lease Premises.
10. Paragraph Nine (9) contained within Section 4 is hereby deleted from this Lease.
11. As set forth in Public Resources Code Section 6321.2, the Lessor is to set future rents on a reasonable basis, consistent with statutes and regulations.

In the event of any conflict between the provisions of Section 1 and 2 and Section 4 of this Lease, the provisions of Section 1 and 2 shall prevail.

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SECTION 3 DESCRIPTION OF LEASE PREMISES

*Document currently in preparation.
To be provided to Lessee prior to Commission consideration of this Lease.*

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SECTION 4

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, state or local law, regulation or ordinance dealing with such wastes, substances or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

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and enjoyment of the Lease Premises as provided under this Lease.

(h) **Discrimination**

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) **Residential Use**

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. **RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY**

(a) **Reservations**

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) **Encumbrances**

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. **RULES, REGULATIONS, AND TAXES**

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. **INDEMNITY**

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

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policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

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or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

(7) Lessee's failure to comply with applicable provisions of federal, state or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

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(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, state or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE P.R.C. NO.

This lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE
SEACLIFF BEACH COLONY
HOMEOWNERS ASSOCIATION

LESSOR
STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This Lease was authorized by the California
State Lands Commission on

(Month Day Year)

ACKNOWLEDGEMENT