



# Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Reviewed by: Trevor Rusin, Interim City Attorney

Approved by: Steve McClary, City Manager

Date prepared: March 1, 2024

Meeting Date: March 4, 2024

Subject: Potential Settlement Agreement Regarding Dispute with Owner of Adjacent Property (600 Spring LLC) Related to Proposed Skatepark located at 24250 Pacific Coast Highway

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**RECOMMENDED ACTION:** Consider proposed settlement agreement and approve the agreement (with or without modifications), decline to enter the agreement, or provide further direction to staff.

**STRATEGIC PRIORITIES:** This item supports the Permanent Skate Park Design-Approval priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

**DISCUSSION:** On November 30, 2023, the Planning Commission approved CDP No. 23-001 for a 12,500 square foot skatepark located at Bluffs Park (Skatepark). This decision was appealed by the owner of the neighboring property, 600 Spring LLC (owned by Scott Gillen), where the residential Case project is being developed. The appeal is scheduled to be heard on March 11, 2024. A staff report discussing the grounds raised in the appeal is included in the agenda packet for that meeting. At the November 30, 2023, Planning Commission meeting Mr. Gillen threatened to sue the City over its approval of the Skatepark.

Since that time, 600 Spring has approached the City Council with an offer to settle the dispute and potential litigation. The City Council met to discuss this offer first in closed session, and then directed that the offer be considered in open session to obtain feedback and input from the public regarding the proposal. The City Council could have considered the settlement solely in closed session, but elected to bring this matter to an open session given the importance of the Skatepark in the community and the City Council's desire for its residents to be able to see and weigh in on this offer. The City met in open session on February 26, 2024, to consider this proposal. After hearing input from a large number of residents, the City Council gave direction on terms that it wanted staff to use to construct a draft settlement agreement with 600 Spring. It further directed that this draft settlement agreement would be considered in open session at a special meeting on March 4, 2024.

A copy of the proposed settlement agreement language is attached as Exhibit 1 (Agreement). If the City agrees to this settlement, it will resolve the threat of litigation from 600 Spring and the appeal of the Planning Commission's decision, providing assurance that the Planning Commission's approval of the coastal development permit for the Skatepark will not be challenged in Court (and saving the cost of any litigation that would have potentially ensued if the City Council had affirmed the Planning Commission's decision).

The central features of the proposed Agreement are the following:

### **Landscaping**

600 Spring will have the right to install additional landscaping at the Skatepark, at its own expense. The landscaping must conform to the landscaping plan attached to the Agreement. This landscaping is of two types. The first constitutes vegetation to be installed directly in front of the walls between the Skatepark property and The Case properties. This vegetation cannot exceed 8 feet in height and is designed to provide screening and prevent graffiti and vandalism of the wall. The second type is made up of 9 trees that will be interspersed with the trees already to be installed at the Skatepark. These trees may be no taller than 14 feet in height unless the City, in its sole discretion, elects to allow them to grow taller—in which case they may not exceed 25 feet. The landscaping installed pursuant to this Agreement may not block a primary view; and no primary views are anticipated to be impacted as the trees will not exceed the height of the trees already to be installed.

The vegetation adjacent to the walls may be installed prior to construction of the Skatepark at 600 Spring's own risk. If 600 Spring elects to do this, it shall be responsible for maintenance of this vegetation until the Skatepark is complete and the City installed irrigation system has been installed. 600 Spring may install fencing to protect this vegetation, but neither the fencing nor the vegetation may interfere with construction of the Skatepark.

After the Skatepark is complete the City shall be responsible for maintaining the landscaping, and replacing any landscaping that dies during the first 10 years following construction. After that 10 year period, the City shall not be responsible for replacing any landscaping that fails or dies, but 600 Spring may continue to replace that landscaping at its own expense.

### **Skatepark Location and Grade**

The location of the "wine bottle" portion of the Skatepark will be shifted 10 feet to the west—away from The Case properties. This part of the Skatepark will also be lowered by approximately two feet further into the ground. The design for this change was created by the City's skatepark designer, and is attached as an exhibit to the Agreement. 600 Spring

will be responsible for the cost of the redesign, including the increased cost of construction caused by the additional excavation. The Skatepark will still project approximately 1.5 feet above grade in the area closest to The Case.

### **Parking/Access**

600 Spring would be allowed to continue to park in the portion of Bluffs Park adjacent to the Skatepark, and access its property as it currently does, for a period of four months—and then on a month-to-month basis. All parking will cease once construction of the Skatepark begins. 600 Spring will pay monthly rent of \$5627/month for this ability, and will only be allowed to park in this location during the construction hours allowed in the City's municipal code, and only during the week (not on weekends or holidays). A depiction of this location is attached to the Agreement

### **Additional Provisions**

600 Spring will deposit \$150,000 with the City upon which the City can draw to cover the costs that 600 Spring is obligated to pay for under the Agreement, including the costs of redesign and costs caused by the additional excavation. It is estimated that \$150,000 will cover these additional costs, but if it does not 600 Spring would be responsible for such costs even if they exceed the deposit.

The changes proposed will not require modification of the CDP approved by the Planning Commission, or further approvals from the Planning Commission. Further environmental review also will not be required as the changes either fall within the ambit of the EIR and addendum, or would be exempt from CEQA. Thus there should not be any delay to the Skatepark project caused by planning or environmental review (only administrative review is anticipated to be required).

The Agreement also requires 600 Spring to indemnify and defend the City's actions/decisions in connection with this Agreement and any approvals/entitlements required to construct/implement the changes to the Skatepark if a challenge is filed in court. This obligation does not apply to a lawsuit brought solely to allege the City has violated a provision of the Ralph M. Brown Act. As legal challenges to planning decisions (whether made by staff or the City Council) must generally be filed within 90 days at the latest, the appeal filed by 600 Spring will be deemed withdrawn 90 days after the revised plans are approved by the Planning Director, or deemed not to require any further approvals.

The Agreement may be assigned to a valid homeowners association for The Case properties, but any other assignment must be approved in writing by the City. Also, if no landscaping is installed, the right to install the landscaping will expire six months after completion of construction of the Skatepark.

Finally, Mr. Gillen will be personally responsible (as well as 600 Spring) for payment of the obligations described in the Agreement.

EXHIBITS:

1. Proposed Settlement Agreement
2. Skatepark Council Report for the February 26, 2024, City Council Meeting

## SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into as of March 4, 2024, (the “**Effective Date**”) by and between both 600 Spring LLC, a California Limited Liability Company, and Mr. Scott Gillen, an individual (together “**600 Spring**”), on one side, and the City of Malibu on the other (“**City**”). 600 Spring and the City are referred to cumulatively as the “**Parties**,” or singularly as a “**Party**.” The Parties intend by this Agreement to compromise and fully resolve all of 600 Spring’s current claims related to the City’s development of a skate park (“**Skatepark**”) located at 24250 Pacific Coast Highway, for which a Coastal Development Permit 23-001 (the “**CDP**”) was approved on November 30, 2023 ( “**600 Spring’s Claims**”). On December 11, 2023, 600 Spring appealed the decision of the Planning Commission (“**Appeal**”).

### RECITALS

WHEREAS (i) 600 Spring’s properties (“**Properties**”) located at 24185, 24168, 24186, 24188, 24198 and 24199 Case Court, Malibu, CA 90265 (APNs 4458-018-035; 036, 037, 038 , 039; 040; 041; and 042) are adjacent to the Skatepark’s proposed location and 600 Spring contends that the Skatepark should be modified from the form approved by the Planning Commission for the reasons detailed in its Appeal, (ii) 600 Spring supports the construction of the Skatepark in general, but has concerns about the plans approved in the CDP, (iii) the City disputes 600 Spring’s Claims, as well as the merits of the Appeal, and (iv) in the absence of a negotiated resolution of 600 Spring’s Claims 600 Spring intends to file suit against the City based on 600 Spring’s Claims if the Appeal is not granted.

WHEREAS the Appeal is scheduled to be heard by the City Council at its regular meeting on March 11, 2024.

WHEREAS the Parties intend by this Agreement to compromise and fully resolve all of 600 Spring’s Claims, and the Parties now deem it to be in their respective best interests to enter into a settlement agreement to avoid expense, time, effort, and uncertainty of the 600 Spring Claims and potential litigation, all as more specifically set forth herein.

### AGREEMENT

NOW, THEREFORE, in order to resolve their differences in an efficient and economical manner, and in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as set forth below.

1. Withdrawal of Appeal. The Appeal shall be deemed withdrawn 90 days from the occurrence of either of following: (1) the Planning Director’s approval of Exhibits A and B as changes that do not require amendment of CDP or further permits or entitlements, or (2) the City obtaining any required permits or entitlements or amendments required to make the changes described in Exhibits A and B. However, if a legal challenge to this Settlement Agreement, or the actions described in this Section, is commenced within this period of time the Appeal shall be deemed withdrawn upon a final resolution of such challenge that upholds the validity of this Agreement. Neither the approval of this Agreement, nor its contents, shall lessen or alter the

requirements of the City's municipal code or local coastal program, and does not constitute approval of any required permit or entitlement or coastal development permit (or amendment thereto).

2. Landscaping.

a. At any time after the Effective Date, and upon 30 days written notice to the City, 600 Spring shall have the right, at its election, to install landscaping consistent with the landscaping plan attached as Exhibit A (and the landscaping species identified therein), at its own cost and expense; provided, however that the trees identified on Exhibit A as "specimen canopy trees" may only be installed after the completion of construction of the Skatepark. 600 Spring may substitute other species for those specified in Exhibit A, so long as (1) such species is allowed under the City's municipal code, local coastal program and any applicable policies or regulations, and (2) the City Manager and City Biologist approve the new species in writing before installation, provided the new species are able to fulfill the purpose of the landscaping. The purpose of the landscaping is to provide visual screening higher than the existing wall and to protect the wall between the two from damage and graffiti. The height of the landscaping shall not exceed (i) 14 feet in height for trees not located adjacent to the wall between the Properties and the Skatepark (although the City may, in its sole discretion, allow these trees to grow up to 25 feet in height) and (ii) 8 feet in height for the vegetation planted adjacent to the wall between the Properties and the Skatepark. The landscaping shown in Exhibit A and/or the plant species substituted in accordance with this Agreement shall be referred to in this Agreement as the "**Landscaping.**" 600 Spring shall also have the right and license to enter the Property (until construction of the Skatepark is complete) to install a temporary irrigation system for the Landscaping or to hand water the Landscaping, in each case at its expense and only during the construction hours listed in the Malibu Municipal Code. 600 Spring shall coordinate with the City in performing any of the actions described above, and they shall not (as determined by the City) interfere with the construction or operation of the Skatepark. The Landscaping shall also be situated on the Property so as not to obstruct the primary view from private property at any given time (given consideration of its future growth).

b. Should 600 Spring elect to install the Landscaping before construction of the Skatepark is complete, it shall be solely responsible for the maintenance of the Landscaping until the City installs irrigation for the Landscaping as part of the construction of the Skatepark. While the Landscaping (except for the trees) may be installed before the construction of the Skatepark is complete, the City shall not be responsible for any damage to such Landscaping and 600 Spring shall be responsible for its replacement, including the cost thereof. 600 Spring may, in its sole discretion and at its own expense, install fences or similar barriers to protect the Landscaping and site wall from damage until construction of the Skatepark is complete—so long as such fencing/barriers do not interfere with the construction of the Skatepark and are in a location and of a type approved by the City. If the City, in its sole discretion, determines the fencing/barriers are interfering with construction of the Skatepark it may remove such barriers/fencing and shall not be responsible for any damage caused. The City shall notify 600 Spring if the fencing/barriers need to be moved and shall provide 600 Spring with the opportunity to move the fencing/barriers unless the City determines immediate removal is required to avoid delays in construction of the Skatepark.

c. Should 600 Spring elect to install the Landscaping pursuant to this Section, it must install all of the elements depicted in Exhibit A to the satisfaction of the City. Should it fail to install the Landscaping consistent with Exhibit A, the City may remove the Landscaping, or any portion thereof, if it so chooses—or install any missing Landscaping at 600 Spring’s expense. 600 Spring may install less than the Landscaping called for in Exhibit A only with the written approval of the City Manager.

d. Access to the site to install Landscaping pursuant to this Section shall only be during the City’s permitted construction hours and days pursuant to Malibu Municipal Code section 8.24.050, and after obtaining written approval from the City for the planned work—which shall not be unreasonably withheld.

e. While the City shall maintain the Landscaping (and the permanent irrigation system that will be installed as part of the Skatepark project) installed pursuant to this Section, should any Landscaping fail, die, or become unsightly, the City may remove such Landscaping. However, for a period of 10 years starting from the date the Skatepark opens to the public, the City shall be responsible at its expense for replacing any of the Landscaping that dies with the same, or similar, species. After the end of such 10 year period, 600 Spring may elect to replace such Landscaping that fails, dies or becomes unsightly, at its own expense consistent with Section 1(a) above.

f. 600 Spring’s right to install the Landscaping described in this Section (except pursuant Subsection (e)) shall expire six months after completion of construction of the Skatepark.

g. 600 Spring has been alerted to the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement, or any work referenced in this Section, constitutes a public works contract. It shall be the sole responsibility of 600 Spring to determine whether to pay prevailing wages for any or all work referenced in, or conducted pursuant to, this Section. As a material part of this Agreement, 600 Spring agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work referenced in, or conducted pursuant to, this Section.

3. Skatepark Location and Height of Element Closest to the Properties. The Skatepark shall be located 10 feet further west of the Properties than as depicted in the plans approved for the CDP. In addition, the height of the Skatepark element located closest to the Properties shall be lowered by approximately two feet from the height approved for it in the CDP, and the berm/platform along the east side of the skate park structure shall be eliminated and replaced with the small sloped area. This element shall be constructed to substantially match the plans attached as Exhibit B. The City shall provide a copy of its grading and construction plans, once finalized, to 600 Spring upon written request.

4. Parking. Concurrently with execution of this Agreement, the Parties shall execute the Parking and License Agreement attached hereto as Exhibit C. This separate agreement governs the terms under which 600 Spring may continue to park in certain areas of Bluffs Park, and access the Properties over the City’s property during the term during which parking is so authorized, in exchange for payment of monthly rent of \$5,627.

5. Deposit and Reimbursement of City’s Costs. Within 10 days of the execution of this Agreement by all Parties, 600 Spring shall deposit the amount of \$150,000 with the City.

These funds, which shall not accrue interest, may be drawn upon by the City to fulfill the obligations of 600 Spring under Section 6 of this Agreement.

6. 600 Spring's Responsibility to Reimburse the City. 600 Spring shall reimburse the City for any and all actual costs and expenses it incurs related to making the changes described in Section 3 above as compared to proceeding with the plans approved in the CDP. This includes all redesign costs (including costs incurred before execution of this Agreement in creating the design attached as Exhibit B), as well as the cost of additional grading and related work caused by the changes described in Section 3. The City may draw off of the deposited funds described in Section 5 to reimburse it for these expenses, as well as for any fees or debts of 600 Spring accrued pursuant to the Parking and License Agreement attached as Exhibit C. Upon written request by 600 Spring, the City shall provide documentation substantiating any amounts drawn off the deposited funds. Should the City's costs and expenses described in this Section 6 exceed the amount of the deposited funds, it shall invoice 600 Spring for these amounts which shall be paid by 600 Spring within 15 calendar days of the date of mailing such invoice to the address for notices in this Agreement. Failure to pay the entire amount on time shall result in a late fee of \$50/day. The City shall promptly refund to 600 Spring any remaining funds not needed to cover 600 Spring's obligations under this Section 6, but in no case later than 60 days after the completion of the construction of the Skatepark and its opening to the public, .

7. Release of 600 Spring's Claims. Upon the withdrawal of the appeal by operation of Section 1 above, 600 Spring, on behalf of itself and its directors, managers, members, agents, representatives, successors, and assigns, whether current or former, as applicable and to the extent any exist ("**Releasors**"), hereby releases, waives, acquits and forever discharges the City and its boards, commissions, departments, bureaus, representatives, agents, employees, attorneys and assigns, from any and all claims, demands, causes of action, obligations, damages, rights of subrogation or indemnity, attorneys' fees, costs and liabilities of any nature whatsoever, whether known or unknown, which 600 Spring ever had, or now has or may claim to have as of the Effective Date against the City or its boards, commissions, departments, bureaus, representatives, agents, employees, attorneys and assigns for any reason that relates or pertains to and/or arises out of 600 Spring's Claims ("**Released Claims**"). 600 Spring covenants that none of the Releasors will sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings regarding the Released Claims. Releasors understand and acknowledge that the foregoing release extends to any claims or damages, without limitation, arising out of the Released Claims that may exist on the Effective Date , but which Releasors do not know to exist, which, if known, would have materially affected their decision to execute this Agreement, regardless of whether their lack of knowledge is a result of ignorance, oversight, error, negligence or any other cause.

8. Attorneys' Fees and Costs. The Parties shall bear their own attorneys' fees and costs in connection with 600 Spring's Claims, any dispute regarding this Agreement, and the negotiation and preparation of this Agreement.

9. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the Parties concerning the subject matter hereof, (ii) supersedes any previous oral or written agreements concerning the subject matter hereof, and (iii) shall not be modified except by a writing executed by the Parties.

10. Benefitted Parties. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their representatives, heirs, devisees, successors and assigns.

11. Construction, Choice of Law and Venue. The terms of this Agreement are the product of arms-length negotiations between the Parties, through their respective counsel of choice, and no provision shall be construed against the drafter thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any disputes concerning this Agreement shall be in the County of Los Angeles. Any Party may enforce the terms of this Agreement.

12. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts with the same force and effectiveness as though executed in a single document. This Agreement may be signed by some or all signers electronically (e.g., by facsimile, electronic mail, or other electronic means of affixing a signature) and, if so, shall have the same force and effectiveness as an agreement executed with an original ink signature.

13. Authority. Each signatory to this Agreement represents and warrants that the signer is authorized to sign this Agreement on behalf of the Party for which the signer is signing, and thereby to bind that Party fully to the terms of this Agreement.

14. Severability. In the event that any provision hereof is determined to be void, illegal, invalid, or unenforceable, such provision shall be substituted with a provision that is valid and enforceable that is as similar as possible to the original provision or, if the same is not possible, the provision shall be severed from the remainder of the Agreement, which shall remain in full force and effect.

15. Notices. All notices required or permitted to be given hereunder shall be in writing and may be delivered in person to either Party or may be sent by (i) nationally recognized overnight courier, or (ii) by United States mail, postage prepaid. Any such notice shall be deemed received by the Party to whom it was sent (i) in the case of personal delivery or courier delivery, on the date of delivery to such Party, or (ii) in the case of mail, 5 days after it has been sent. All such notices shall be addressed to each Party at its respective address set forth below or at such other address as either Party shall have theretofore given to the other by notice as herein provided.

**For 600 Spring:**

600 Spring LLC  
c/o Unvarnished, Inc.  
3806 Cross Creek Rd, Suite C  
Malibu, CA 90265-5561  
Attention: Scott Gillen, Manager

With a copy to:

Cox Castle & Nicholson LLP  
2029 Century Park East, 21st Floor  
Los Angeles, CA 90067  
Attn: Mitchell B. Menzer, Esq.

**For the City:**

Steve McClary  
City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265-4861

**With Copy to:**

Best, Best & Krieger LLP  
300 South Grand Ave., 25th Floor  
Los Angeles, CA 90071  
Attn: Trevor Rusin, Malibu Interim City  
Attorney

16. Incorporation of Recitals. The recitals contained herein are hereby incorporated by reference and are material and binding upon the Parties hereto.

17. Non-Assignability. 600 Spring shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. The City shall provide such consent to the assignment of this Agreement to a valid homeowners association that has been formed for the Properties upon the request of 600 Spring, and the provision of any materials and instruments required by the City.

18. Indemnity/Duty to Defend. 600 Spring, and their successors in interest, shall indemnify and defend the City of Malibu and its officers, employees and agents from and against all liability and costs relating to the City's actions concerning this Agreement, including (without limitation) any award of litigation expenses in favor of any person or entity who seeks to challenge the validity of any of the City's actions or decisions in connection with this Agreement or any approvals/entitlements required to construct/implement the changes to the Skatepark described above and referenced in Exhibits A & B to this Agreement. The City shall have the sole right to choose its counsel and property owners shall reimburse the City's expenses incurred in its defense of any lawsuit challenging the City's actions concerning this project. The duty described in this paragraph shall not apply to a lawsuit brought solely to allege the City has violated any provision of the Ralph M. Brown Act. 600 Spring and the City shall cooperate and assist each other in connection with the defense of any litigation that is subject to this indemnity.

*[signatures on next page]*

**AGREED TO AND ACCEPTED AS OF THE EFFECTIVE DATE:**

**600 Spring, LLC,  
a California Limited Liability Company,**

By: \_\_\_\_\_  
SCOTT GILLEN  
Manager

The undersigned Scott Gillen hereby executes this Agreement to confirm his liability for the obligations of 600 Spring in Section 6 of this Agreement.

By: \_\_\_\_\_  
SCOTT GILLEN

**CITY OF MALIBU**

By: \_\_\_\_\_  
STEVE MCCLARY, City Manager

Dated: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

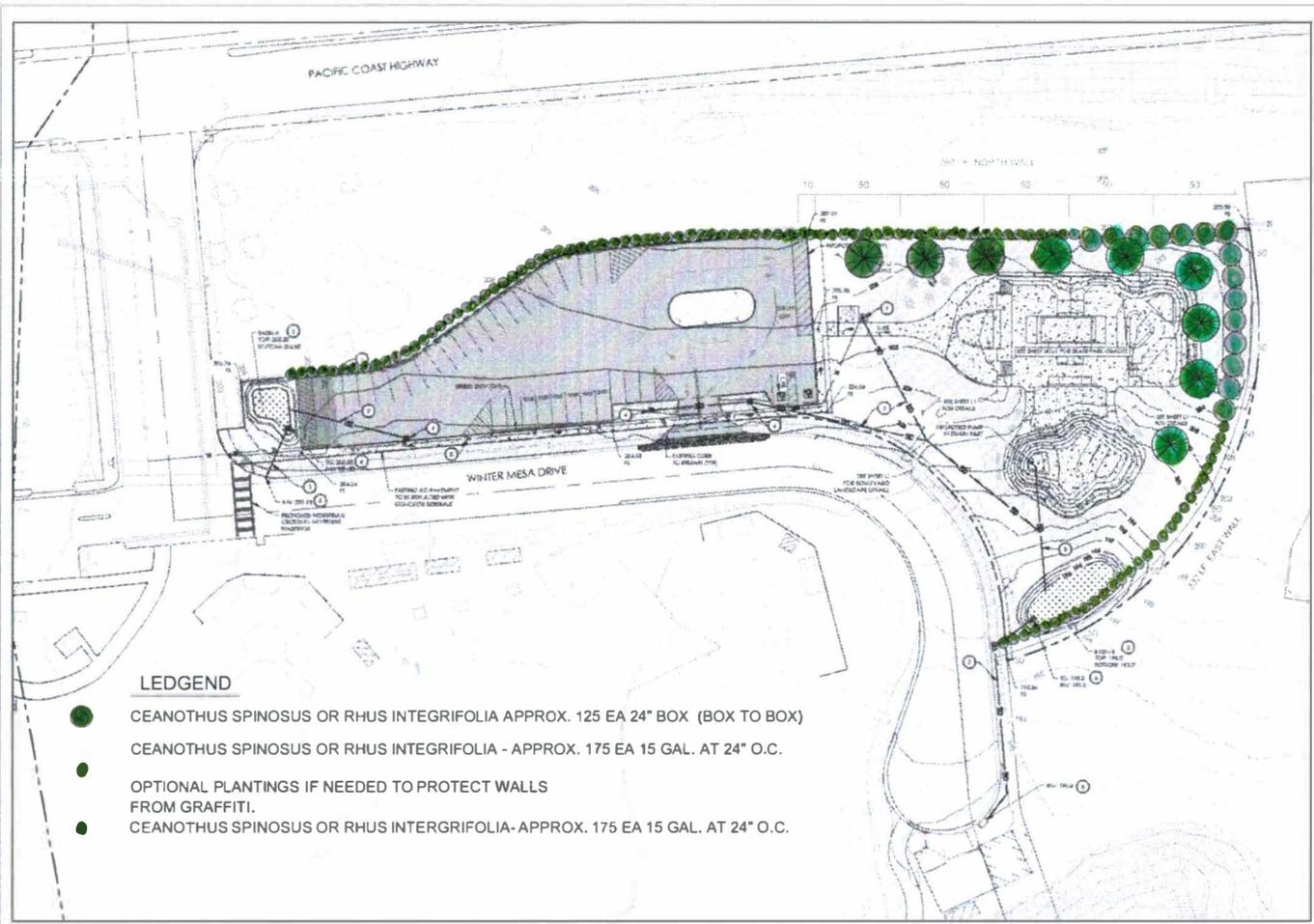
**APPROVED AS TO FORM:**

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE  
By: \_\_\_\_\_  
Trevor Rusin  
CITY OF MALIBU, Interim City Attorney

**COX CASTLE & NICHOLSON LLP**

By: \_\_\_\_\_  
Mitchell B. Menzer  
Attorneys for 600 Spring LLC & Scott Gillen

**EXHIBIT A**  
**LANDSCAPING PLAN**



**LEDGEND**

- CEANOTHUS SPINOSUS OR RHUS INTEGRIFOLIA APPROX. 125 EA 24" BOX (BOX TO BOX)
- CEANOTHUS SPINOSUS OR RHUS INTEGRIFOLIA - APPROX. 175 EA 15 GAL. AT 24" O.C.
- OPTIONAL PLANTINGS IF NEEDED TO PROTECT WALLS FROM GRAFFITI.
- CEANOTHUS SPINOSUS OR RHUS INTERGRIFOLIA- APPROX. 175 EA 15 GAL. AT 24" O.C.

- ADDITIONAL SPECIMAN CANOPY TREES TO BE DETERMINED. (QUERCUS TOMENTELLA, OR UMBELLULARIA CALIFORNICA)
- OPTIONAL SPECIMAN CANOPY TREES TO BE DETERMINED.(QUERCUS TOMENTELLA, UMBELLULARIA CALIFORNICA,

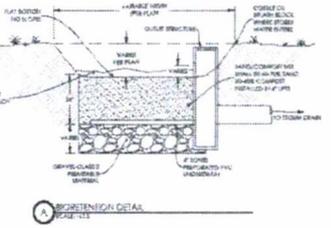
260 LF NORTH WALL (OPTIONAL PLANTINGS NOT INCLUDED)  
 330 LF EAST WALL  
 590 LF TOTAL WALL

600 Spring LLC may substitute species that will provide visual screening from The Case and protect the wall provide such species complies with City Codes and subject to the reasonable approval of the City Manager-

- LEGEND**
- PROPOSED 12" DIA. CONCRETE PIPE
  - PROPOSED 18" DIA. CONCRETE PIPE
  - PROPOSED 24" DIA. CONCRETE PIPE
  - PROPOSED 30" DIA. CONCRETE PIPE
  - PROPOSED 36" DIA. CONCRETE PIPE
  - PROPOSED 42" DIA. CONCRETE PIPE
  - PROPOSED 48" DIA. CONCRETE PIPE
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  - PROPOSED 498" DIA. CONCRETE PIPE
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  - PROPOSED 510" DIA. CONCRETE PIPE
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  - PROPOSED 522" DIA. CONCRETE PIPE
  - PROPOSED 528" DIA. CONCRETE PIPE
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  - PROPOSED 546" DIA. CONCRETE PIPE
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  - PROPOSED 558" DIA. CONCRETE PIPE
  - PROPOSED 564" DIA. CONCRETE PIPE
  - PROPOSED 570" DIA. CONCRETE PIPE
  - PROPOSED 576" DIA. CONCRETE PIPE
  - PROPOSED 582" DIA. CONCRETE PIPE
  - PROPOSED 588" DIA. CONCRETE PIPE
  - PROPOSED 594" DIA. CONCRETE PIPE
  - PROPOSED 600" DIA. CONCRETE PIPE

**PRELIMINARY EARTHWORK QUANTITIES:**

AREA (AS SHOWN) (SQ. FT.)  
 GRAVITY WALL AREA (SQ. FT.)  
 48' HIGH WALL (SQ. FT.)  
 60' HIGH WALL (SQ. FT.)  
 72' HIGH WALL (SQ. FT.)  
 84' HIGH WALL (SQ. FT.)  
 96' HIGH WALL (SQ. FT.)  
 108' HIGH WALL (SQ. FT.)  
 120' HIGH WALL (SQ. FT.)  
 132' HIGH WALL (SQ. FT.)  
 144' HIGH WALL (SQ. FT.)  
 156' HIGH WALL (SQ. FT.)  
 168' HIGH WALL (SQ. FT.)  
 180' HIGH WALL (SQ. FT.)  
 192' HIGH WALL (SQ. FT.)  
 204' HIGH WALL (SQ. FT.)  
 216' HIGH WALL (SQ. FT.)  
 228' HIGH WALL (SQ. FT.)  
 240' HIGH WALL (SQ. FT.)  
 252' HIGH WALL (SQ. FT.)  
 264' HIGH WALL (SQ. FT.)  
 276' HIGH WALL (SQ. FT.)  
 288' HIGH WALL (SQ. FT.)  
 300' HIGH WALL (SQ. FT.)  
 312' HIGH WALL (SQ. FT.)  
 324' HIGH WALL (SQ. FT.)  
 336' HIGH WALL (SQ. FT.)  
 348' HIGH WALL (SQ. FT.)  
 360' HIGH WALL (SQ. FT.)  
 372' HIGH WALL (SQ. FT.)  
 384' HIGH WALL (SQ. FT.)  
 396' HIGH WALL (SQ. FT.)  
 408' HIGH WALL (SQ. FT.)  
 420' HIGH WALL (SQ. FT.)  
 432' HIGH WALL (SQ. FT.)  
 444' HIGH WALL (SQ. FT.)  
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 492' HIGH WALL (SQ. FT.)  
 504' HIGH WALL (SQ. FT.)  
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 564' HIGH WALL (SQ. FT.)  
 576' HIGH WALL (SQ. FT.)  
 588' HIGH WALL (SQ. FT.)  
 600' HIGH WALL (SQ. FT.)



**DESIGN NOTES**

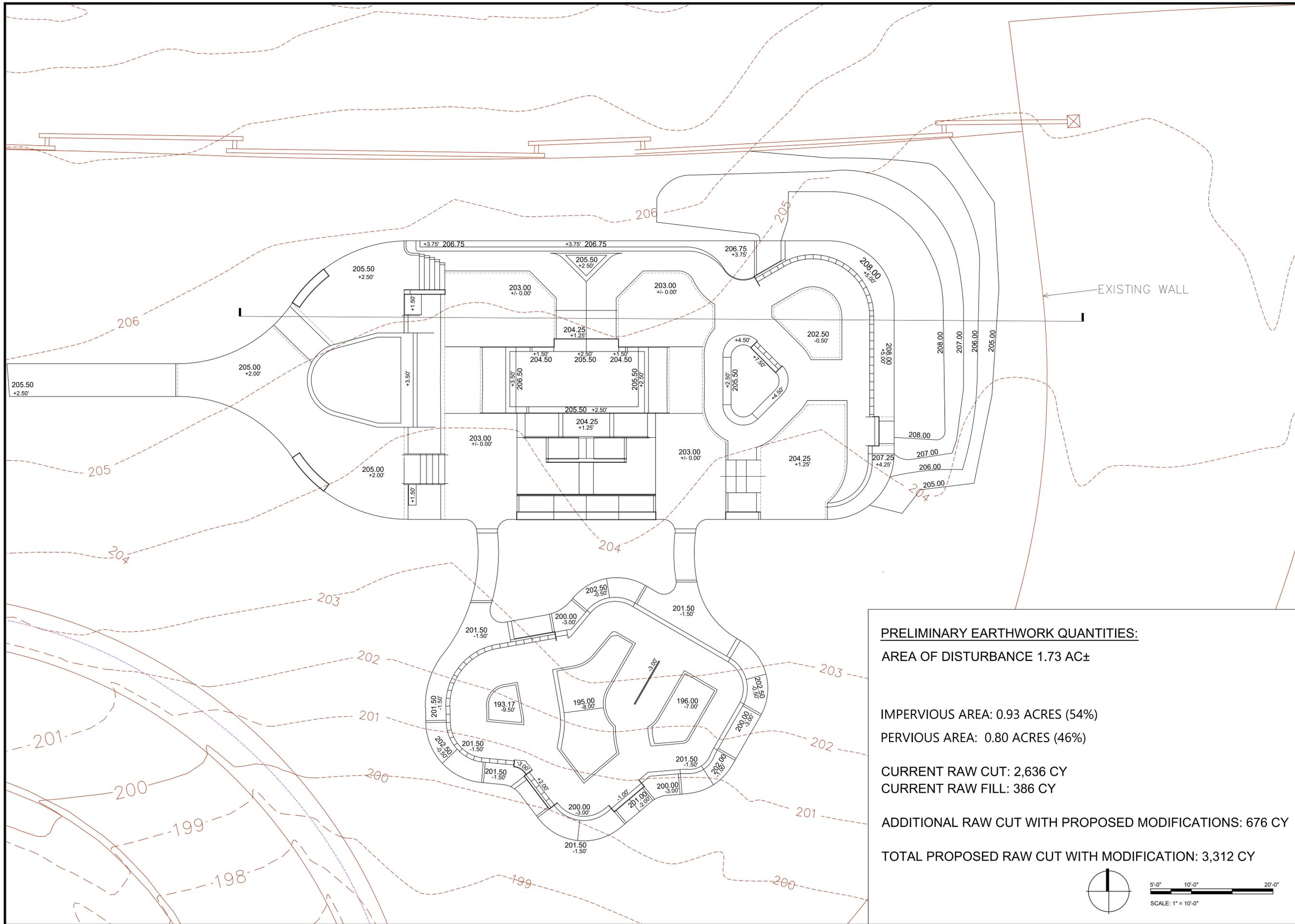
- 1. PROPOSED 12" DIA. CONCRETE PIPE
- 2. PROPOSED 18" DIA. CONCRETE PIPE
- 3. PROPOSED 24" DIA. CONCRETE PIPE
- 4. PROPOSED 30" DIA. CONCRETE PIPE
- 5. PROPOSED 36" DIA. CONCRETE PIPE
- 6. PROPOSED 42" DIA. CONCRETE PIPE
- 7. PROPOSED 48" DIA. CONCRETE PIPE
- 8. PROPOSED 54" DIA. CONCRETE PIPE
- 9. PROPOSED 60" DIA. CONCRETE PIPE
- 10. PROPOSED 66" DIA. CONCRETE PIPE
- 11. PROPOSED 72" DIA. CONCRETE PIPE
- 12. PROPOSED 78" DIA. CONCRETE PIPE
- 13. PROPOSED 84" DIA. CONCRETE PIPE
- 14. PROPOSED 90" DIA. CONCRETE PIPE
- 15. PROPOSED 96" DIA. CONCRETE PIPE
- 16. PROPOSED 102" DIA. CONCRETE PIPE
- 17. PROPOSED 108" DIA. CONCRETE PIPE
- 18. PROPOSED 114" DIA. CONCRETE PIPE
- 19. PROPOSED 120" DIA. CONCRETE PIPE
- 20. PROPOSED 126" DIA. CONCRETE PIPE
- 21. PROPOSED 132" DIA. CONCRETE PIPE
- 22. PROPOSED 138" DIA. CONCRETE PIPE
- 23. PROPOSED 144" DIA. CONCRETE PIPE
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- 42. PROPOSED 258" DIA. CONCRETE PIPE
- 43. PROPOSED 264" DIA. CONCRETE PIPE
- 44. PROPOSED 270" DIA. CONCRETE PIPE
- 45. PROPOSED 276" DIA. CONCRETE PIPE
- 46. PROPOSED 282" DIA. CONCRETE PIPE
- 47. PROPOSED 288" DIA. CONCRETE PIPE
- 48. PROPOSED 294" DIA. CONCRETE PIPE
- 49. PROPOSED 300" DIA. CONCRETE PIPE
- 50. PROPOSED 306" DIA. CONCRETE PIPE
- 51. PROPOSED 312" DIA. CONCRETE PIPE
- 52. PROPOSED 318" DIA. CONCRETE PIPE
- 53. PROPOSED 324" DIA. CONCRETE PIPE
- 54. PROPOSED 330" DIA. CONCRETE PIPE
- 55. PROPOSED 336" DIA. CONCRETE PIPE
- 56. PROPOSED 342" DIA. CONCRETE PIPE
- 57. PROPOSED 348" DIA. CONCRETE PIPE
- 58. PROPOSED 354" DIA. CONCRETE PIPE
- 59. PROPOSED 360" DIA. CONCRETE PIPE
- 60. PROPOSED 366" DIA. CONCRETE PIPE
- 61. PROPOSED 372" DIA. CONCRETE PIPE
- 62. PROPOSED 378" DIA. CONCRETE PIPE
- 63. PROPOSED 384" DIA. CONCRETE PIPE
- 64. PROPOSED 390" DIA. CONCRETE PIPE
- 65. PROPOSED 396" DIA. CONCRETE PIPE
- 66. PROPOSED 402" DIA. CONCRETE PIPE
- 67. PROPOSED 408" DIA. CONCRETE PIPE
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- 70. PROPOSED 426" DIA. CONCRETE PIPE
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- 75. PROPOSED 456" DIA. CONCRETE PIPE
- 76. PROPOSED 462" DIA. CONCRETE PIPE
- 77. PROPOSED 468" DIA. CONCRETE PIPE
- 78. PROPOSED 474" DIA. CONCRETE PIPE
- 79. PROPOSED 480" DIA. CONCRETE PIPE
- 80. PROPOSED 486" DIA. CONCRETE PIPE
- 81. PROPOSED 492" DIA. CONCRETE PIPE
- 82. PROPOSED 498" DIA. CONCRETE PIPE
- 83. PROPOSED 504" DIA. CONCRETE PIPE
- 84. PROPOSED 510" DIA. CONCRETE PIPE
- 85. PROPOSED 516" DIA. CONCRETE PIPE
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- 97. PROPOSED 588" DIA. CONCRETE PIPE
- 98. PROPOSED 594" DIA. CONCRETE PIPE
- 99. PROPOSED 600" DIA. CONCRETE PIPE

**PROPOSED LANDSCAPE SCREENING PLAN 2-14-24**



**EXHIBIT B**

**SKATEPARK LOCATION AND ELEVATIONS**



**PRELIMINARY EARTHWORK QUANTITIES:**

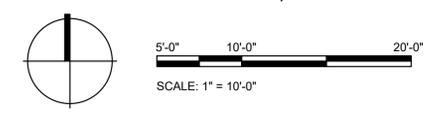
AREA OF DISTURBANCE 1.73 AC±

IMPERVIOUS AREA: 0.93 ACRES (54%)  
 PERVIOUS AREA: 0.80 ACRES (46%)

CURRENT RAW CUT: 2,636 CY  
 CURRENT RAW FILL: 386 CY

ADDITIONAL RAW CUT WITH PROPOSED MODIFICATIONS: 676 CY

TOTAL PROPOSED RAW CUT WITH MODIFICATION: 3,312 CY

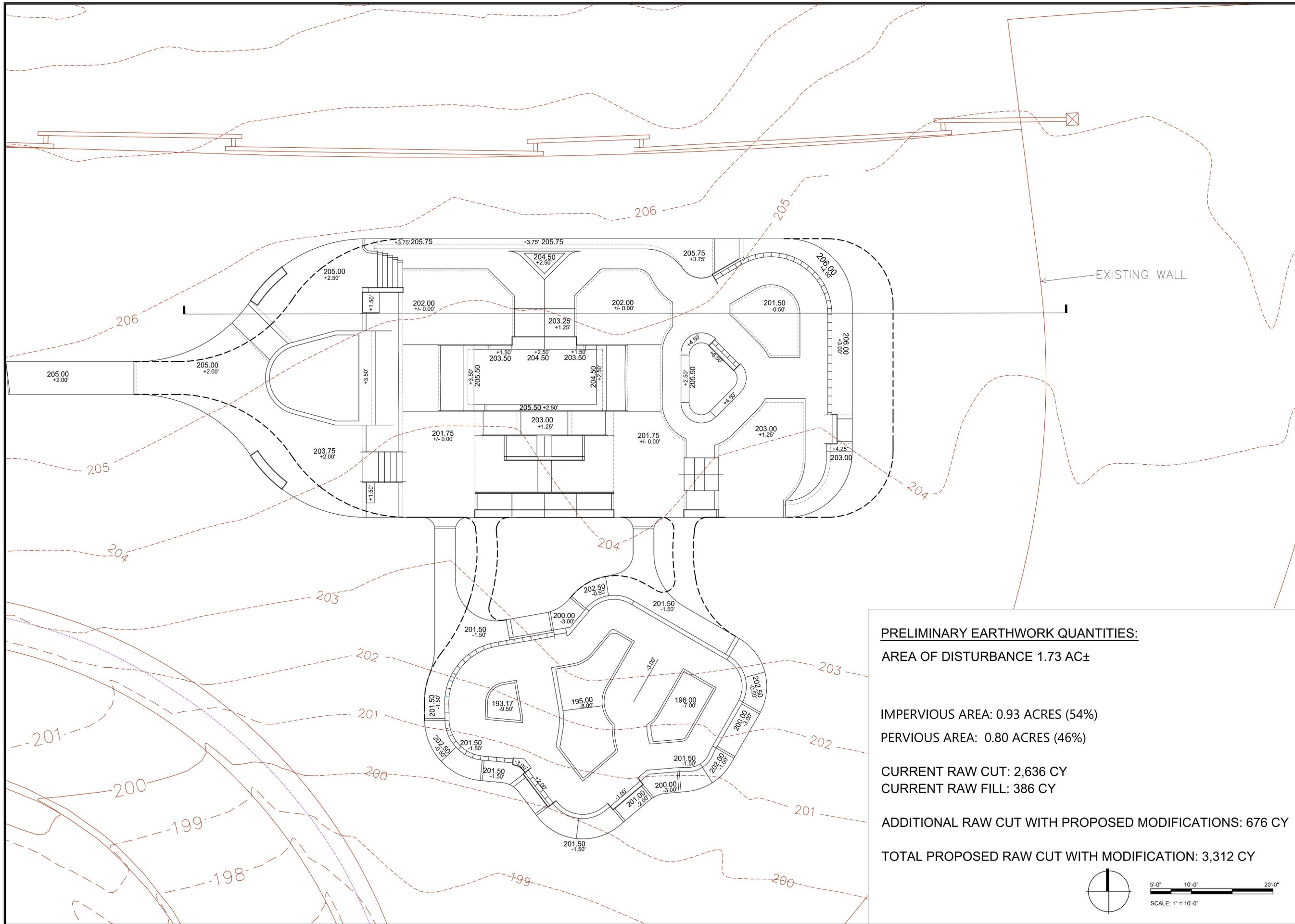


NO.	ISSUE	DATE	BY
00	PLANNING COMMISSION	01/11/2022	JS
01	PLANNING COMMISSION	01/24/2023	JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023	EE/JS

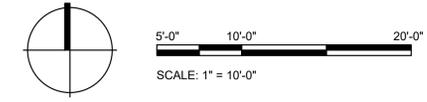
**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 REFERENCE  
 GRADES

SHEET NUMBER  
**SKE1**



**PRELIMINARY EARTHWORK QUANTITIES:**  
 AREA OF DISTURBANCE 1.73 AC±  
 IMPERVIOUS AREA: 0.93 ACRES (54%)  
 PERVIOUS AREA: 0.80 ACRES (46%)  
 CURRENT RAW CUT: 2,636 CY  
 CURRENT RAW FILL: 386 CY  
 ADDITIONAL RAW CUT WITH PROPOSED MODIFICATIONS: 676 CY  
 TOTAL PROPOSED RAW CUT WITH MODIFICATION: 3,312 CY

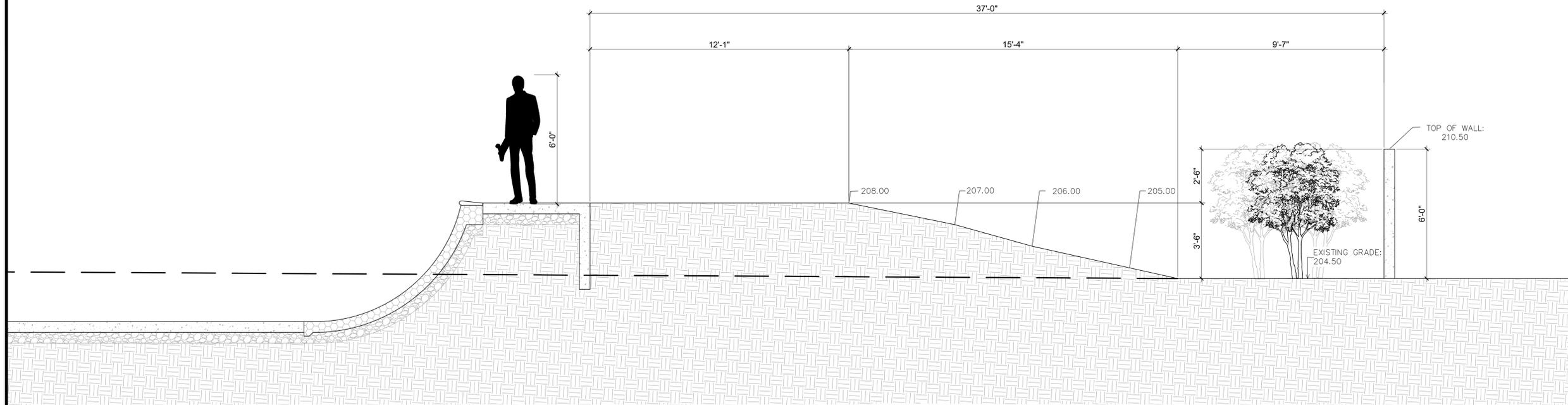


NO.	ISSUE	DATE	BY
00	PLANNING COMMISSION	01/11/2022	JS
01	PLANNING COMMISSION	01/24/2023	JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023	EEJS

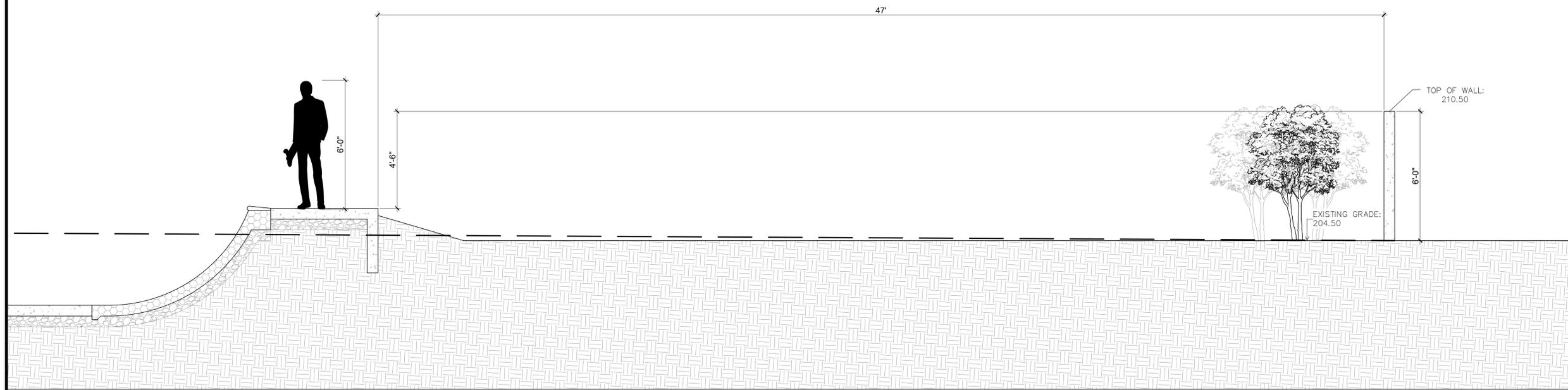
**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 REFERENCE  
 GRADES

SHEET NUMBER  
**SKE2**



CURRENT CONDITION



PROPOSED CONDITION



NO.	ISSUE	DATE	DESIGNED BY
00	PLANNING COMMISSION	01/11/2022	JS
01	PLANNING COMMISSION	01/24/2023	JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023	EE/JS

**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 SECTION EXHIBIT

SHEET NUMBER

**SKE3**

**EXHIBIT C**

**PARKING/LICENSE AGREEMENT**

## **REVOCABLE NON-EXCLUSIVE CONDITIONAL LICENSE AGREEMENT**

This Non-Exclusive License Agreement (this “Agreement”) is made as of March 4, 2024 (the “Effective Date”) by and between the CITY OF MALIBU, a California municipal corporation (“City”) and 600 SPRING, LLC, a California limited liability company (“600 Spring”). Each of the City and the 600 Spring is a “Party” and together they are the “Parties” to this Agreement.

### **I. RECITALS**

**A.** 600 Spring is the owner of an approximately 24-acre vacant parcel in the City of Malibu, adjacent to Malibu Bluffs Park, now referred to as “The Case” parcel and located at 24120 Pacific Coast Highway (APNs 4458-018-018, 445-018-019, 4458-018-002).

**B.** The City has approved the development of five single-family residences and ancillary facilities at The Case parcel and the construction of the project is nearing completion. 600 Spring dedicated Lot 7, a 1.74 acre parcel (“Property”), to the City in accordance with the conditions of approval for The Case.

**C.** 600 Spring is currently using a portion of the Property for parking and construction ingress and egress related to the development of the The Case parcel and desires to continue using a portion as provided for in this Agreement.

**D.** 600 Spring seeks a license from the City to continue its construction related activities on the Property.

**E.** The City is willing to grant 600 Spring a revocable, non-exclusive license to use the Property for certain construction-related activities, as detailed below, in accordance with the terms and conditions of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, the City and the 600 Spring agree as follows:

### **II. GRANT OF LICENSE TO 600 SPRING**

**A.** The City, for good and valuable consideration, grants 600 Spring a revocable, non-exclusive license (the “License”) to use that portion of the Property identified in the Site Plan attached as Exhibit A (the “Licensed Premises”) for the purpose described in this Agreement.

#### **B. Use of Licensed Premises**

**i.** 600 Spring shall only use the License Premises for the purposes and uses contemplated in Exhibit B of this Agreement. At no times shall 600 Spring cause the Licensed Premises to be inaccessible to the City and its agents.

**ii.** City and its agents shall have access to the Licensed Premises at all times. In the event City’s use of the Licensed Premises shall interfere with the purposes and uses

contemplated in Exhibit B, City shall use reasonable efforts to notify 600 Spring of any use that would interfere with the 600 Spring's use and 600 Spring shall ensure that its use of the Licensed Premises shall not interfere with the City's use of the Licensed Premises. Nothing shall infringe or impede the City's absolute discretion to use the Licensed Premises, and to prohibit 600 Spring's use, for public safety purposes.

### **III. TERM, CONSIDERATION AND BREACH REGARDING LICENSE TO 600 SPRING**

**A.** The term of this Agreement shall be for the period commencing on the Effective Date and ending upon earlier of (x) the termination of this Agreement by either the City or the 600 Spring as provided herein or (y) the date that is four (4) month after the Effective Date (the "Term"); such Term shall extend on a month-to-month basis unless 600 Spring provide 30 days written notice that it desires to terminate its use of the Licensed Premises. The City may terminate this Agreement at any time upon the provision of 30 days written notice. This Agreement shall expire automatically at the end of the Term, unless extended by mutual agreement of the parties.

**B.** As consideration for the use of the Licensed Premises, 600 Spring shall pay City a Monthly License Fee, due on the first of each month, in the amount of Five Thousand Six Hundred Twenty Seven (\$5,627.00). Failure to pay this fee on time shall result in a late fee of \$50 per day. The City shall provide written invoices for the Monthly License Fee.

**C.** Should 600 Spring breach the Agreement in any material manner, the City may, at its option, terminate the Agreement if such breach is not cured within seven (7) days after written notification to 600 Spring is sent in accordance with Section VII (B) of this Agreement. Should any breach constitute a danger to health or safety, the Agreement may be terminated immediately; provided however, this Agreement may be reinstated at the City's discretion in the event 600 Spring removes such danger.

### **IV. INDEMNIFICATION**

**A.** 600 Spring shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and reasonable attorney fees, arising from or related to 600 Spring's use of the Licensed Premises, including use by its guests, agents, patrons, invitees, customers, employees, officers, and contractors hired in connection with this license, except for liability resulting from the gross negligence or willful misconduct of the City, its employees and agents. 600 Spring shall promptly pay the amount of any judgment rendered against the City, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorney fees incurred by the City in the defense of such claims. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. The obligations of 600 Spring under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.

### **V. DAMAGE TO PROPERTY AND RESTORATION OF PROPERTY**

**A.** 600 Spring assumes responsibility for all damage to the Licensed Premises caused by, or related to, its use thereof, and shall reimburse the City for correction of any such damage.

**B. Duty to Repair Restore or Replace.** Within five (5) days of the termination or expiration of this Agreement 600 Spring shall remove its movable personal property from the applicable area of the Licensed Premises and repair any damage to the Licensed Premises and restore the Licensed Premises and any areas of the Property used by 600 Spring. If 600 Spring fails to remove such property or restore/repair the Licensed Premises and Property as described above to the reasonable satisfaction of the Planning Director, within this time frame it shall be liable for liquidated damages in the amount of \$1,000 per day. In such event, the City shall have the option of restoring/repairing the Licensed Premises and Property or removing such property from the Licensed Premises at 600 Spring's expense. Any cost incurred by the City in so doing shall constitute a debt of the 600 Spring to the City, recoverable by the City in any manner provided by law (including by deduction from the deposit provided for in the settlement agreement between 600 Spring and the City dated March 4, 2024), and shall be in addition to any liquidated damages due.

## **VI. INSURANCE**

**A.** During the term of the License, 600 Spring shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:

**i.** Full replacement cost Licensed Premises Insurance (written on a "special perils" basis) for the Licensed Premises and all other personal property, machinery, equipment and trade fixtures owned by 600 Spring;

**ii.** Statutory Worker's Compensation Insurance, and Employer's Liability limits of the amount required by law, of One Million Dollars (\$1,000,000) per accident/per employee, whichever is greater;

**iii.** Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than One Million Dollars (\$2,000,000) per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds; 600 Spring shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the City.

**iv.** Automobile Liability with a combined single limit of One Million Dollars (\$1,000,000) that includes coverage for owned, non-owned and hired vehicles; and Five Million Dollars (\$5,000,000) in excess liability coverage per occurrence, for injuries, losses, claims for damages to persons or property occurring on the Licensed Premises, and resulting from the use of the Licensed Premises by 600 Spring and/or the negligence of the 600 Spring and its agents, contractors, employees or invitees, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

**B.** With respect to 600 Spring's Commercial General Liability Insurance, Automobile Liability Insurance and Excess Liability Insurance, they shall include City as an additional insured with respect to liability arising out of the 600 Spring's use of the Licensed Premises. They shall



counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

**G.** Construction. The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. The Agreement expresses the mutual intent of the parties to this Agreement and the rule of construction against the drafting party has no application to this Agreement.

*Signatures to follow*

This Agreement is executed on \_\_\_\_\_, 2024, at Malibu, California.

CITY OF MALIBU

\_\_\_\_\_  
STEVE McCLARY, City Manager

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk

600 SPRING LLC:

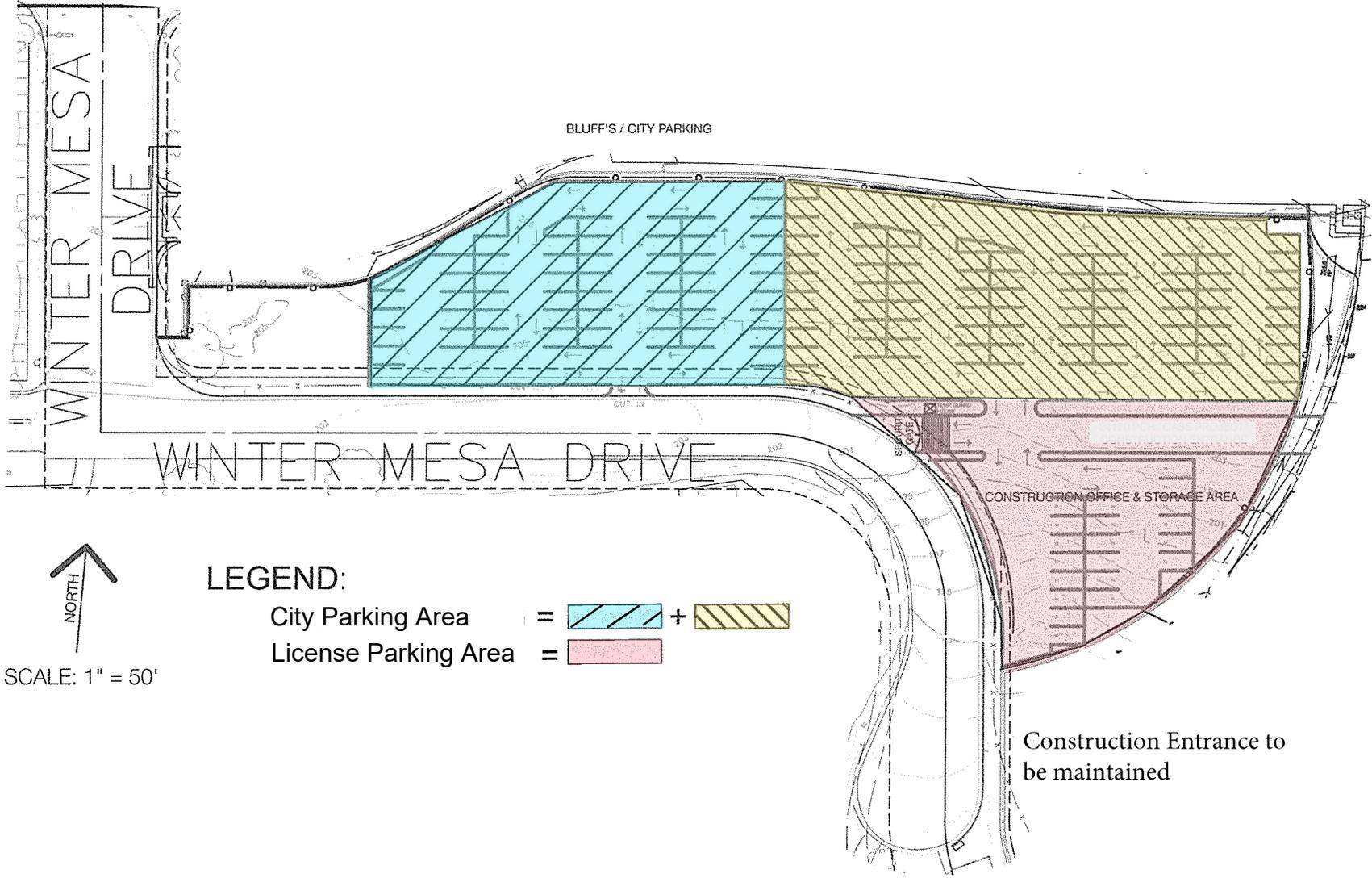
\_\_\_\_\_  
By: SCOTT GILLEN  
Manager, 600 SPRING LLC

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

## Exhibit A



SCALE: 1" = 50'

**LEGEND:**

- City Parking Area = [Blue hatched box] + [Yellow hatched box]
- License Parking Area = [Pink solid box]

**UNVARNISHED**  
DIRECTOR, BUILDER, THINKER, CREATOR

**THE CASE PROJECT**  
 24120 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

SHEET NAME: **LOT 7 SITE PLAN**  
 DATE: 05/23/2018

## Exhibit B

Parking of vehicles and ingress and egress for construction vehicles. Work, including ingress and egress to the site, to take place only during the City of Malibu's permitted construction hours (see Malibu Municipal Code section 8.24.050) and only on weekdays i.e. no parking shall be allowed on the weekend or on a holiday .



# Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Reviewed by: Trevor Rusin, Interim City Attorney

Approved by: Steve McClary, City Manager

Date prepared: February 21, 2024

Meeting Date: February 26, 2024

Subject: Potential Settlement Agreement Regarding Dispute with Owner of Adjacent Property (600 Spring LLC) Related to Proposed Skatepark located at 24250 Pacific Coast Highway

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**RECOMMENDED ACTION:** Consider proposed settlement agreement and approve the agreement (with or without modifications), decline to enter the agreement, or provide further direction to staff.

**STRATEGIC PRIORITIES:** This item supports the Permanent Skate Park Design-Approval priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

**DISCUSSION:** On November 30, 2023, the Planning Commission approved CDP No. 23-001 for a 12,500 square foot skatepark located at Bluffs Park (Skatepark). On December 11, 2023, the owner of the neighboring property where the residential Case project is being developed, 600 Spring LLC (owned by Scott Gillen), submitted an appeal of Planning Commission Resolution No. 23-52 and the approval of CDP No. 23-001. 600 Spring raised concerns at the Planning Commission meeting, and in its appeal, regarding the impacts of the Skatepark on its project and the future residents of the homes being developed.

After the Planning Commission approved the Skatepark project 600 Spring approached the City Council with a proposal seeking to have landscaping added to the Skatepark and also seeking to have the Skatepark lowered to be at or below grade in its entirety among other requests. The City Council met in closed session to consider the proposal, which would result in the dismissal of the appeal and allow work on the Skatepark to begin immediately without threat of litigation.

The City Council was unwilling to agree to most of the requests presented, but was willing to consider an agreement that would allow some landscaping to be installed and which also involved an adjustment to one element of the Skatepark. The adjustment was designed independently by the City's Skatepark designer (before the City was approached by 600 Spring) as an alternative to the design approved by the Planning Commission. It

involves the element located closest to the Case project being lowered approximately 2 feet further into the earth, which will require some additional excavation. The element would still project approximately 1.5 feet above grade, which is two feet lower than in the design approved by the Planning Commission. This design change is detailed in Exhibit B to this report.

The City's primary concerns with any agreement were (1) ensuring that there would be no delay in the construction of the Skatepark (and ideally that it would result in construction starting sooner by resolving the appeal and avoiding litigation), (2) there be no cost to the City, and (3) that the agreement would benefit the residents of Malibu and the future users of the Skatepark.

The City Council could have reached an agreement in closed session, but instead has chosen to consider this settlement proposal in open session to ensure full transparency and involve its residents in this important decision. The Council is seeking input from the public, and in particular the future users of the Skatepark, regarding the benefits and drawbacks of this potential agreement. This Skatepark has been a priority for the City Council and the community and this is reflected in the City bringing this proposal forward in an open session.

The full text of the settlement agreement is still being memorialized, and will be distributed in advance of the City Council meeting. To ensure the central features of the proposed settlement agreement are distributed to the public as quickly as possible this report is being distributed in advance of the agreement language. The central features of the agreement would be the following:

(1) Dismissal of the pending appeal and the right to challenge in court the Planning Commission's decision approving the Skatepark

(2) That 600 Spring would be allowed to install landscaping around the perimeter of the Skatepark in accordance with a plan that has been reviewed by City Staff and the City Biologist. This plan is attached as Exhibit A. 600 Spring would have to pay for and install this landscaping itself. The landscaping would be allowed to be installed before construction—so long as it does not interfere with construction of the Skatepark. 600 Spring would be responsible for the maintenance of the landscaping until the City installs irrigation following the completion of the Skatepark. If the landscaping does not survive, the City would not have an obligation to put it back—but 600 Spring could replace it at its own cost.

(3) The Skatepark would be moved 10 feet further away from the Case project, and one element of the Skatepark would be lowered by approximately two feet. This change was created by the City's Skatepark designer as an alternative to the design approved by the Planning Commission. It is attached as Exhibit B to this report. Additional excavation would be required to lower this element, which would be paid for by 600 Spring. 600 Spring would bear both this cost, and the cost of the redesign. 600 Spring would be required to deposit

\$75,000 upon approval of the settlement agreement, with an additional \$75,000 due upon approval of the construction contract for the Skatepark. 600 Spring has requested that instead of this, it deposit \$150,000 upon the signing of the settlement agreement—and that the agreement not be recorded against its property.

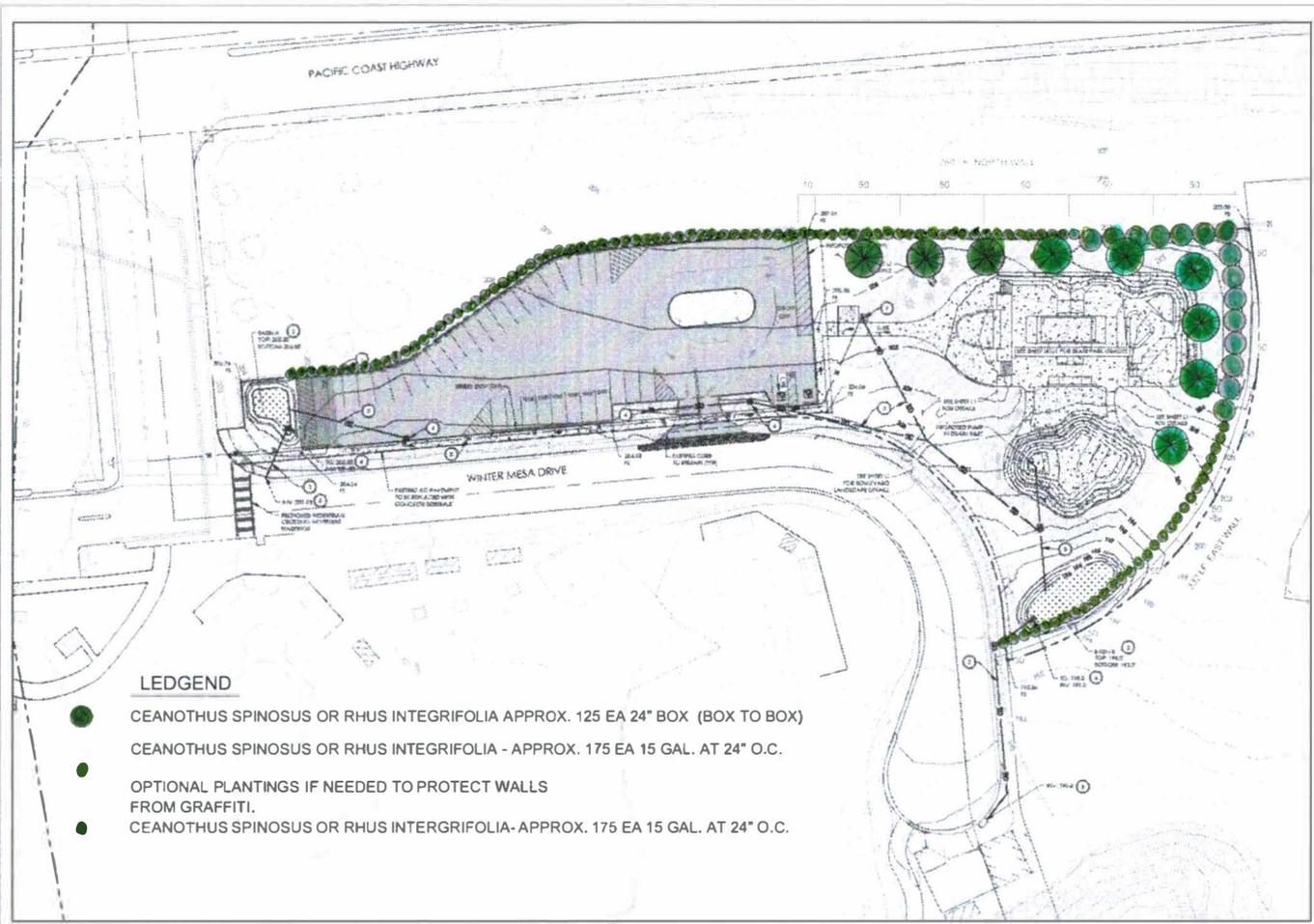
It is estimated that \$150,000 will cover the cost of the additional excavation, and Skatepark redesign. However, if it does not 600 Spring would be responsible for such costs even if they exceed the deposit. Neither this change, nor the additional landscaping, will require modification of the CDP approved by the Planning Commission, or further approvals from the Planning Commission, which will avoid any delays that could be cause by obtaining such entitlements. Further environmental review will not be required as the changes either fall within the ambit of the EIR and addendum, or would be exempt from CEQA.

(4) 600 Spring would be allowed to continue to park in the portion of Bluffs Park adjacent to the Skatepark, and access its property as it currently does, for a period of four months—and then on a month-to-month basis, so long as construction has not begun on the Skatepark. 600 Spring will pay monthly rent of \$5627/month for this ability, and will only be allowed to park in this location during the construction hours allowed in the City's municipal code, and only during the week (not on weekends). A diagram of this location will be distributed with the draft settlement agreement language.

A supplemental report with further information and the draft settlement agreement language will be distributed on Monday, February 26, 2024.

EXHIBITS:

- A. Proposed Landscape Plan
- B. Proposed Skatepark design



**LEDGEND**

- CEANOTHUS SPINOSUS OR RHUS INTEGRIFOLIA APPROX. 125 EA 24" BOX (BOX TO BOX)
- CEANOTHUS SPINOSUS OR RHUS INTEGRIFOLIA - APPROX. 175 EA 15 GAL. AT 24" O.C.
- OPTIONAL PLANTINGS IF NEEDED TO PROTECT WALLS FROM GRAFFITI.
- CEANOTHUS SPINOSUS OR RHUS INTERGRIFOLIA- APPROX. 175 EA 15 GAL. AT 24" O.C.

- ADDITIONAL SPECIMAN CANOPY TREES TO BE DETERMINED. (QUERCUS TOMENTELLA, OR UMBELLULARIA CALIFORNICA)
- OPTIONAL SPECIMAN CANOPY TREES TO BE DETERMINED.(QUERCUS TOMENTELLA, UMBELLULARIA CALIFORNICA,

260 LF NORTH WALL (OPTIONAL PLANTINGS NOT INCLUDED)  
 330 LF EAST WALL  
 590 LF TOTAL WALL

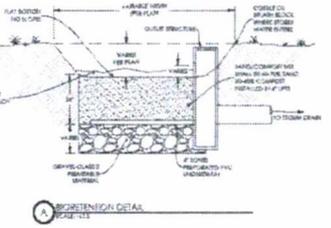
600 Spring LLC may substitute species that will provide visual screening from The Case and protect the wall provide such species complies with City Codes and subject to the reasonable approval of the City Manager-

**LEGEND**

- PROPOSED 12" DIA. PIPE
- PROPOSED 18" DIA. PIPE
- PROPOSED 24" DIA. PIPE
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- PROPOSED 588" DIA. PIPE
- PROPOSED 594" DIA. PIPE
- PROPOSED 600" DIA. PIPE

**PRELIMINARY EARTHWORK QUANTITIES:**

AREA (AS SHOWN) (SQ. FT.)  
 GRAVITY WALL AREA (SQ. FT.)  
 48' HIGH WALL (SQ. FT.)  
 60' HIGH WALL (SQ. FT.)  
 72' HIGH WALL (SQ. FT.)  
 84' HIGH WALL (SQ. FT.)  
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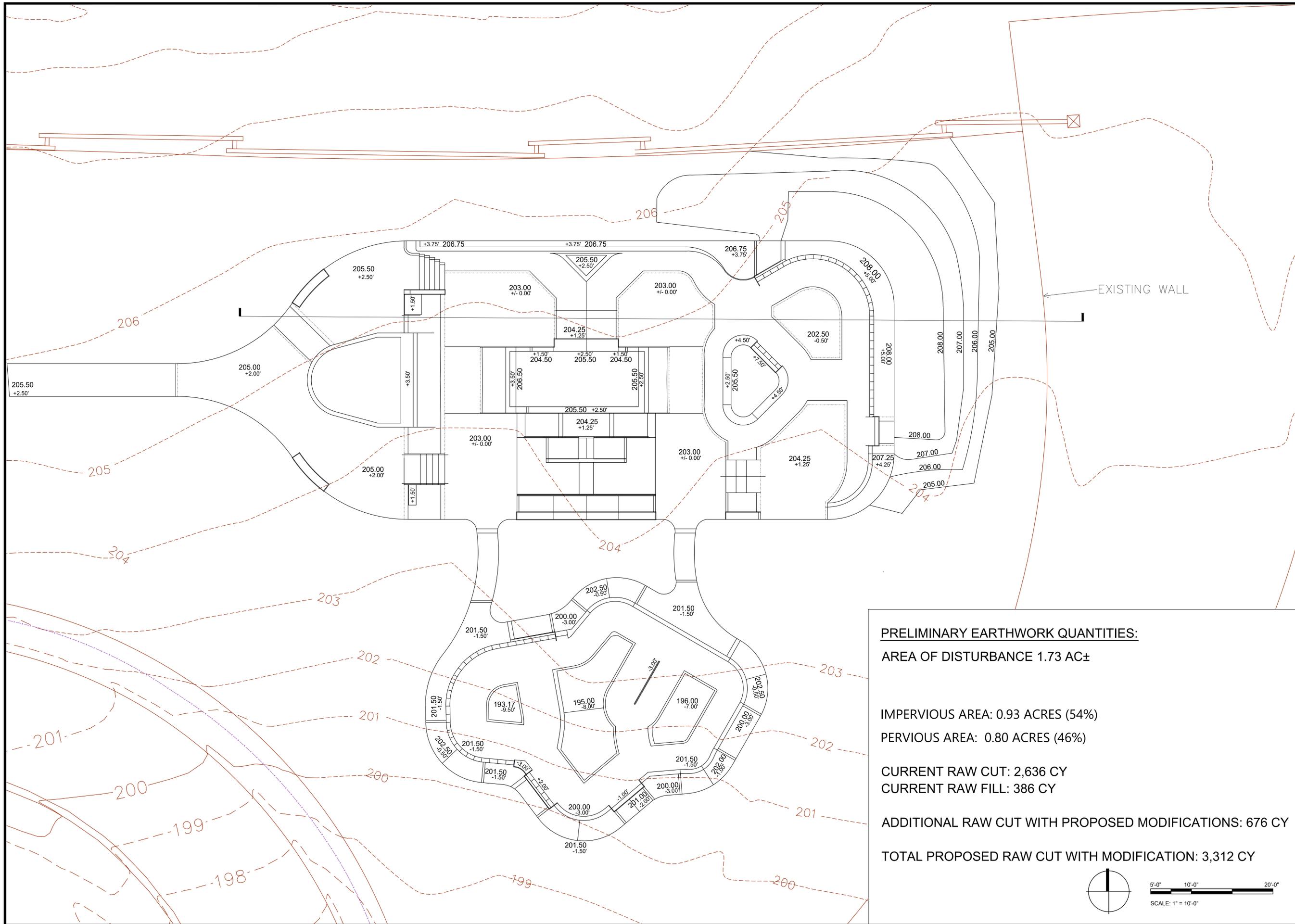


**DESIGN NOTES**

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- 99. PROPOSED 600" DIA. PIPE

**PROPOSED LANDSCAPE SCREENING PLAN 2-14-24**





**PRELIMINARY EARTHWORK QUANTITIES:**

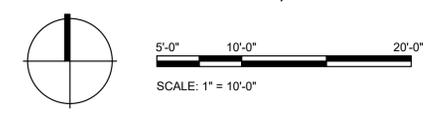
AREA OF DISTURBANCE 1.73 AC±

IMPERVIOUS AREA: 0.93 ACRES (54%)  
 PERVIOUS AREA: 0.80 ACRES (46%)

CURRENT RAW CUT: 2,636 CY  
 CURRENT RAW FILL: 386 CY

ADDITIONAL RAW CUT WITH PROPOSED MODIFICATIONS: 676 CY

TOTAL PROPOSED RAW CUT WITH MODIFICATION: 3,312 CY

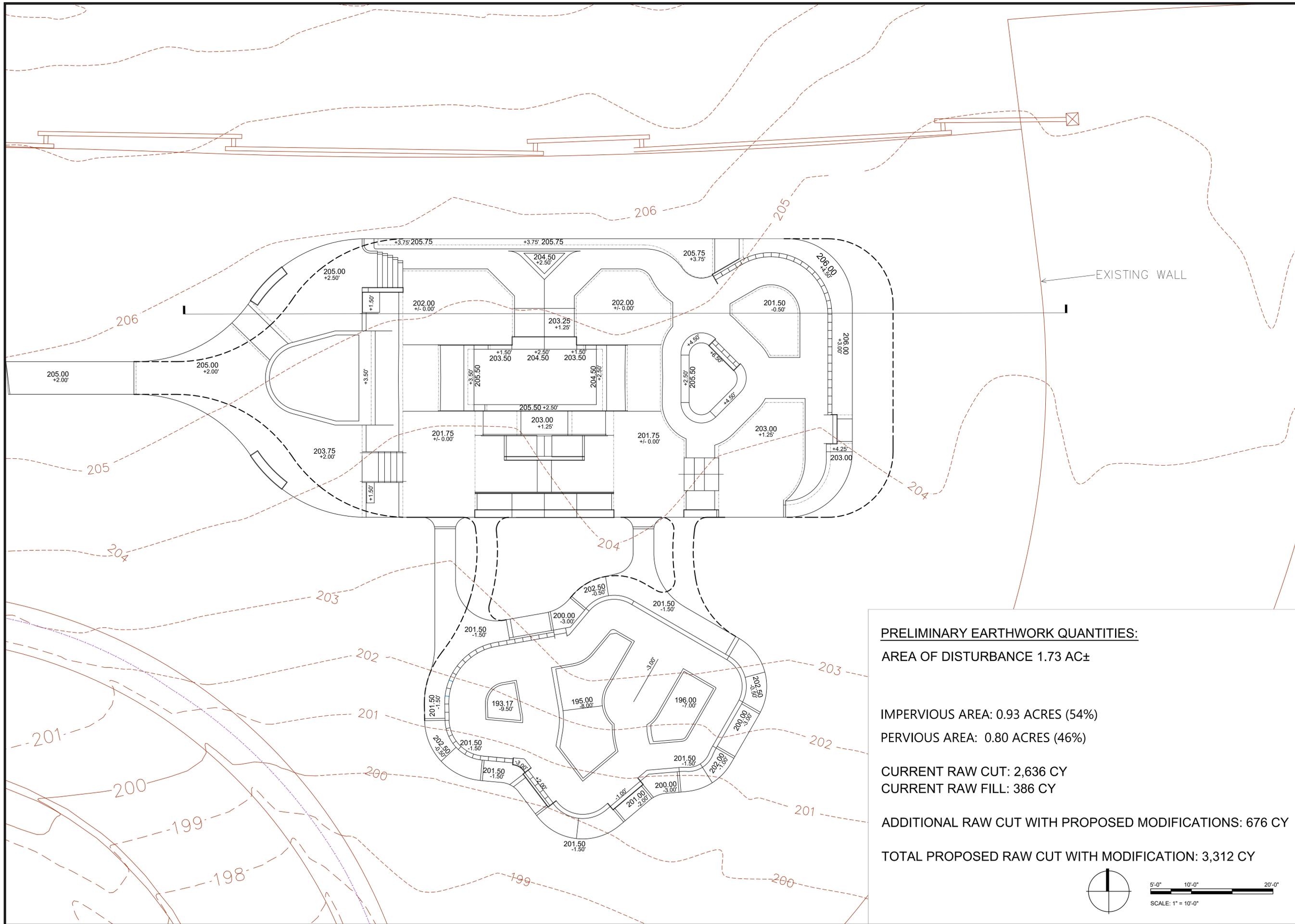


NO.	ISSUE	DATE	BY
00	PLANNING COMMISSION	01/11/2022	JS
01	PLANNING COMMISSION	01/24/2023	JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023	EE/JS

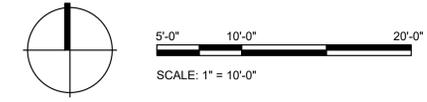
**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 REFERENCE  
 GRADES

SHEET NUMBER  
**SKE1**



**PRELIMINARY EARTHWORK QUANTITIES:**  
 AREA OF DISTURBANCE 1.73 AC±  
 IMPERVIOUS AREA: 0.93 ACRES (54%)  
 PERVIOUS AREA: 0.80 ACRES (46%)  
 CURRENT RAW CUT: 2,636 CY  
 CURRENT RAW FILL: 386 CY  
 ADDITIONAL RAW CUT WITH PROPOSED MODIFICATIONS: 676 CY  
 TOTAL PROPOSED RAW CUT WITH MODIFICATION: 3,312 CY

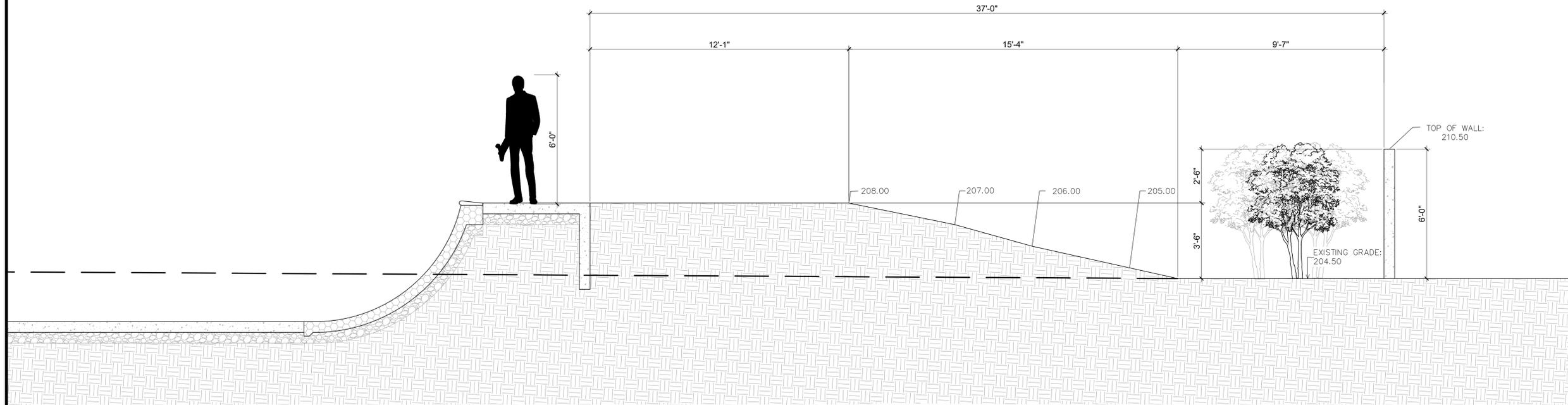


NO.	ISSUE	DATE
00	PLANNING COMMISSION	01/11/2022 JS
01	PLANNING COMMISSION	01/24/2023 JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023 EEUJS

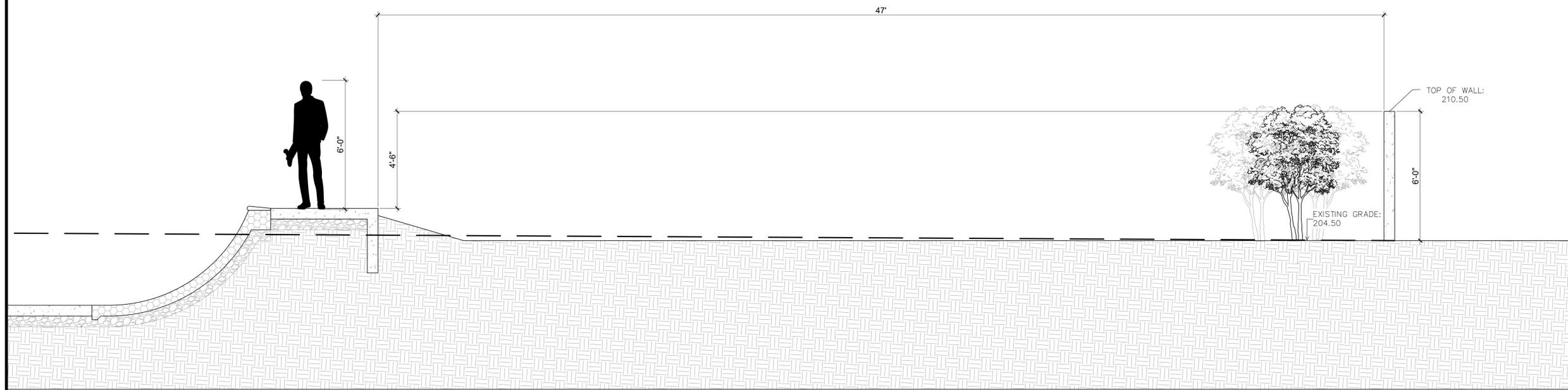
**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 REFERENCE  
 GRADES

SHEET NUMBER  
**SKE2**



CURRENT CONDITION



PROPOSED CONDITION



NO.	ISSUE	DATE	DESIGNED BY
00	PLANNING COMMISSION	01/11/2022	JS
01	PLANNING COMMISSION	01/24/2023	JS
02	SKATEPARK HEIGHT EXHIBIT	11/20/2023	EE/JS

**PROJECT:**  
 MALIBU BLUFFS PARK  
 SKATEPARK  
 24250 PACIFIC COAST HIGHWAY  
 MALIBU, CA 90265

**SHEET TITLE:**  
 SKATE PARK  
 SECTION EXHIBIT

SHEET NUMBER

**SKE3**