

## SETTLEMENT AGREEMENT

*AMJT Capital, LLC and Bolinas Community Public Utility District  
v. California Coastal Commission  
(Marin County Superior Court Case No. CIV 2002549,  
Cal. Ct. of App. No. A165283)*

This Settlement Agreement (“Agreement”) is entered into between AMJT Capital, LLC (“AMJT”) Bolinas Community Public Utility District (“BCPUD”), and the California Coastal Commission (“Commission”) in the above-referenced case.

### RECITALS

A. On May 16, 2017, pursuant to Public Resources Code section 30601.3, and with agreement of the County of Marin and Commission, AMJT applied to the Commission for a Coastal Development Permit (“CDP”) to redevelop the Bolinas Seawall (“seawall project”), Application No. 2-17-0438 (“Application”). On August 16, 2019, BCPUD joined AMJT as a co-applicant for the CDP. On July 9, 2020, the Commission approved the seawall project subject to 16 Special Conditions. On September 4, 2020, AMJT and BCPUD jointly filed a petition for writ of mandate challenging the validity of several of the Special Conditions and alleging that the Commission violated their due process right to a fair hearing (“Lawsuit”). On April 7, 2022, the trial court granted the writ of mandate, ruling only on the unfair hearing claim. The trial court entered judgment in the case on May 18, 2022 (“Judgment”), and the Commission appealed (“Appeal”).

B. After engaging in settlement discussions, the parties have agreed to resolve the Appeal, as well as the issues of fees and costs.

### AGREEMENT

In consideration of the mutual promises and covenants made in this Agreement, the parties agree as follows:

1. The Commission will dismiss the Appeal with prejudice and make every effort to schedule a new hearing on the Application, pursuant to the trial court’s April 7, 2022 order, for the Commission’s March 2024 meeting in Sacramento.
2. AMJT and BCPUD waive any and all rights they may have to seek or obtain attorneys’ fees and/or costs of suit in this Lawsuit, and additionally waive any and all claims that their due process rights were violated during the Commission’s July 9, 2020 hearing.
3. Commission Staff will prepare a new Staff Report and Recommendation with respect to the Application with the same terms and conditions as set forth in the Staff Report and Recommendation prepared for the July 9, 2020 Commission hearing, except that Staff will modify its recommendation to address and implement the agreements made with respect to the Special Conditions set forth below.

4. Nothing in this Agreement shall limit the discretion of the Commission in acting on the Application.

5. AMJT and BCPUD will support the recommendation on the new Staff Report and Recommendation, provided, however, that they reserve the right to reassert positions taken in the Lawsuit or address new issues raised if (a) the Staff Report and Recommendation does not conform to the Agreement or (b) third parties raise new issues in connection with the Application. AMJT commits to defending the Commission's decision so long as it is consistent with this Agreement or the decision is otherwise acceptable to AMJT.

6. Following dismissal of the Appeal with prejudice, BCPUD will withdraw in writing as a co-applicant on the Application, provided, however, that BCPUD reserves the right to reinstate as a co-applicant if the Staff Report and Recommendation does not conform to the Agreement.

7. If the Commission acts to approve the Staff Report and Recommendation as provided in this Agreement or in a manner otherwise acceptable to AMJT, AMJT will acknowledge and accept the terms and conditions of the CDP and not seek judicial review of the Commission's decision.

8. The parties agree that the following Special Conditions previously approved by the Commission in its July 9, 2020 decision shall be modified as follows:

a. Special Condition 1(k)(5):

Within thirty (30) days of the Commission's approval of the CDP, AMJT will request, in writing, of the State Lands Commission and the private landowners of the immediately west of the AMJT property consent to remove all remnant fencing and columns located on the sandy beach and to restore that area. If, within one year of the request, the private landowner does not consent, AMJT shall so inform the Executive Director of the Commission in writing and shall have no further obligation under Special Condition 1(k)(5) as to the landowner's property. If, within one year of the request, the State Lands Commission does not consent or advises that it does not presently assert claims with respect to the fencing and columns or reserves the right to any future assertion of state ownership or public rights with respect to the fencing and columns, AMJT shall so inform the Executive Director of the Commission in writing and shall have no further obligation under Special Condition 1(k)(5) as to that area. If, within that time, the State Lands Commission asserts a claim of state ownership or public rights with respect to any portion of the fencing and columns, it shall advise AMJT as to the location and extent of such fencing and columns, and AMJT shall have one year thereafter to pay to the State Lands Commission the funds necessary to complete removal and restoration of that area.

b. Special Condition 6:

AMJT agrees to the Special Condition. No change to the condition is required.

c. Special Conditions 8 and 9:

Because BCPUD will withdraw as a co-applicant on the Application, it will be deleted from both special conditions. AMJT will be solely responsible for compliance with permit conditions. Prior to issuance of the Coastal Development Permit, AMJT will negotiate an agreement, easement, license, or other binding authorization acceptable to the Executive Director for use of any BCPUD property where

improvements are located. If the County or BCPUD require removal of improvements on BCPUD property or currently non-maintained County right-of-way, AMJT must apply for a permit amendment to allow for removal of such improvements.

d. Special Condition 1(a) and (f)-(h):

The language in Special Condition 1(f)-(h) will be deleted and revised to substitute the details relating to the armoring structure as described in the design illustrated in Exhibits 1-2 to this Settlement Agreement. Specifically, the seawall will be 10-feet wide, with the additional two feet coming from AMJT's patio area. The additional two feet will consist of continuous beach seats in two locations, as illustrated on Exhibits 1-2 hereto, including the additional upcoast bench seating illustrated on Exhibit 3 hereto, along the back length of the seawall occupying 18 inches of the 10-foot width, backed by a fence and vegetated arbor/trellis occupying 6 inches of the 10-foot width. Areas along the back length of the seawall which do not provide seating also will be backed by a fence and trellis occupying 6 inches of the 10-foot width and will accommodate wheelchairs when emergency use of the seawall is required. In addition to a solid fence up to six feet above the seawall elevation, there will be a vegetated arbor/trellis above the fence, extending up to eight feet above the seawall elevation, as shown in Exhibit 4, and the upper deck of the residence above the seawall may be raised two feet to provide privacy for the AMJT residence.

e. Special Condition 1(k)(2):

The language in Special Condition 1(k)(2) will be deleted and revised to substitute the details relating to the perimeter fencing and shed above the seawall access ramp on Brighton Avenue, as described below.

(1) As illustrated in Exhibit 4 hereto, in place of that portion of the existing perimeter fence which zigzags above the access ramp, a solid fence up to six feet in height will continue parallel to and above the access ramp, extending from the existing straight perimeter fence next to the inland extent of the existing fence to the downcoast corner of the seawall, allowing for the existing steps to the private patio behind the seawall to remain and room to extend the vegetated arbor/trellis along the new fence, as described in Paragraph 8.d, above. In addition, AMJT will construct and place a concrete bench five feet in length along the exterior portion of the fence to provide a public viewing spot for views of the downcoast beach and surf, the sweep of the coast and beyond, with the steps from the access ramp to the bench. Signage shall identify the public accessibility of the area outside the fence, bench, and steps to it.

(2) AMJT will replace the existing shed in the same location with a smaller surfboard closet, approximately 15 feet long, six feet wide, and 6.5 feet high.

f. Special Condition 3:

The language in Special Condition 3 will be revised to change the "prior to issuance of CDP" requirement to "Prior to construction, or within such additional time as the Executive Director may grant for good cause." Special Condition 3(d) shall be modified to add an additional sentence as follows: AMJT and the Commission shall both exercise due diligence in the preparation and recordation of the public access easement to facilitate public access at the earliest time practicable following construction of the seawall and access improvements to it.

g. AMJT agrees to provide the Commission, through its Executive Director, with photographs of the permitted development once the development has been completed.

9. AMJT and BCPUD agree that the Commission, its agents, officers, and employees are released from all claims that they have raised or could raise in Marin County Superior Court Case No. CIV 2002549 with respect to the Commission's July 9, 2020 decision.

10. All parties agree that they have consulted or have had the opportunity to consult legal counsel prior to the execution of this Agreement and have executed this Agreement with full knowledge of its meaning and effect.

11. The parties agree that the terms, conditions, and provisions of this Agreement are binding upon, and shall inure to the benefit of, all assigns and successors-in-interest.

12. Except as otherwise provided in this Agreement, this Agreement constitutes the entire and only agreement between the parties with reference to its subject matters and supersedes any prior representation or agreement, oral or written, with respect to its subject matters. The parties further agree that no representation, warranty, agreement or covenant has been made with regard to this Agreement, except as expressly recited in this Agreement and that in entering into this Agreement, no party is relying upon any representation, warranty, agreement, or covenant not expressly set forth in this Agreement.

13. The parties agree that this Agreement is made in compromise of disputed claims and that by entering into and performing the obligations of this Agreement, no party concedes or admits the truth of any claim or any fact and the execution and performance of this Agreement shall not be construed as an admission.

14. This Agreement shall be construed, enforced, and governed by the laws of the State of California, and shall constitute a binding settlement by the parties which may be enforced under the provisions of the California Code of Civil Procedure.

15. The parties represent that this Agreement was mutually drafted and agree that this Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party or their counsel participated in the drafting of this Agreement.

16. This Agreement may only be amended by a writing signed by each signatory to this Agreement.

17. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same Agreement. Facsimile or PDF signatures will have the same force and effect as original signatures.

18. The parties represent and warrant that they have full and complete authority to execute this Agreement and that they have not assigned or transferred (voluntarily, involuntarily, or by operation of law), to any person or entity, any right, title, or interest in any claim released and discharged.


[Signatures Next Page]

AMIT Capital, LLC  
DocuSigned by:

By: MARK PINCUS  
EC2EA0E946C7413...  
Mark J. Pincus, Managing Member

Dated: Feb. 2, 2024

Bolinas Community Public Utility District

By:   
Jack Siedman, President

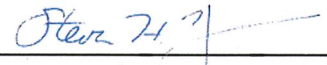
Dated: Feb. 12, 2024

California Coastal Commission  
DocuSigned by:

By: kate Huckelbridge  
0D697AECAB004F4...  
Kate Huckelbridge, Executive Director

Dated: Feb. 6, 2024

Approved as to form:

  
Steven H. Kaufmann, counsel for AMIT Capital, LLC

Dated: Feb. 2, 2024

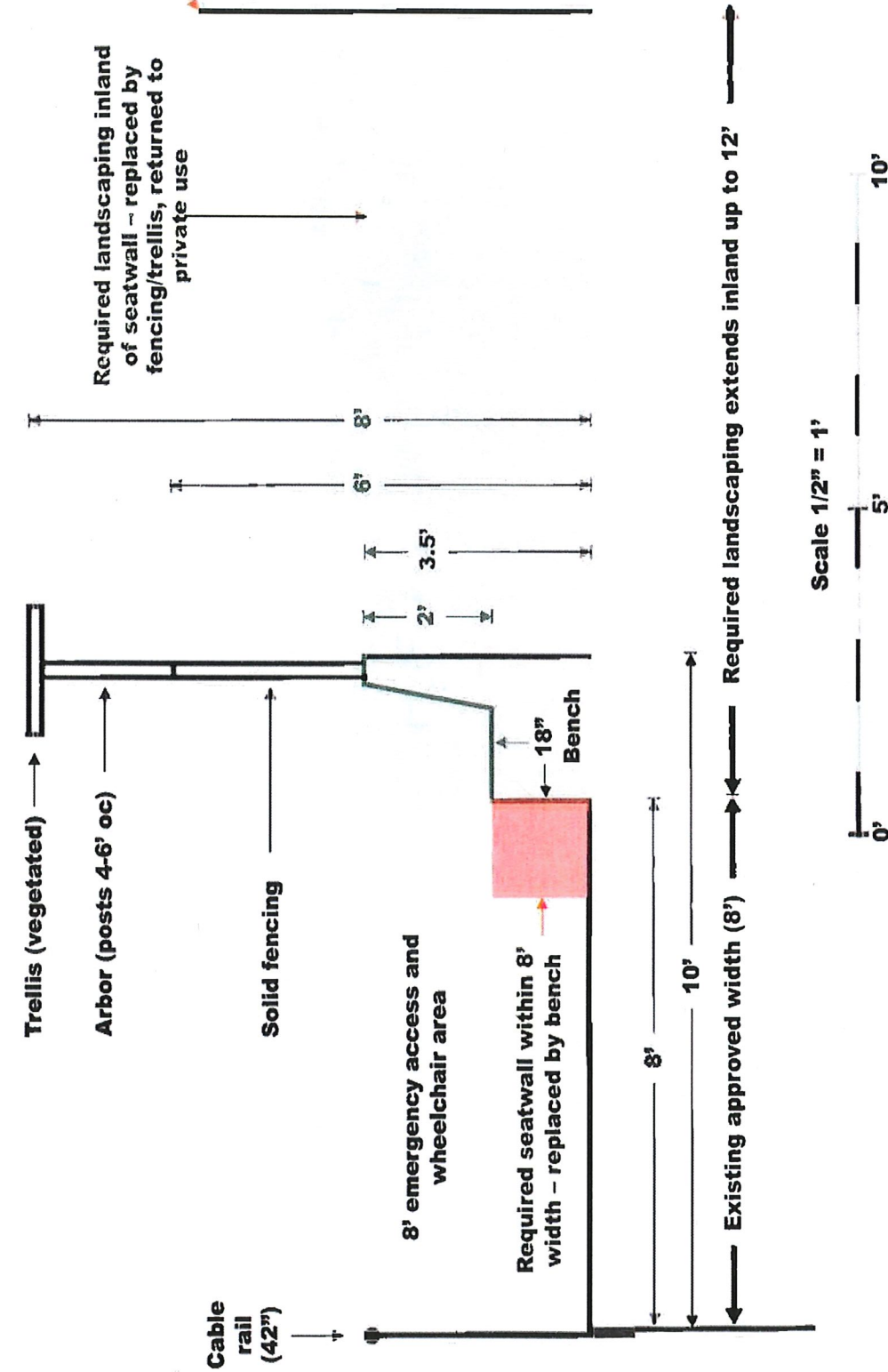
  
Ginetta L. Giovinco, counsel for Bolinas Community Public Utility District

Dated: Feb. 9, 2024

James Jordan Patterson  
James Jordan Patterson, Supervisor Deputy Attorney General,  
counsel for California Coastal Commission

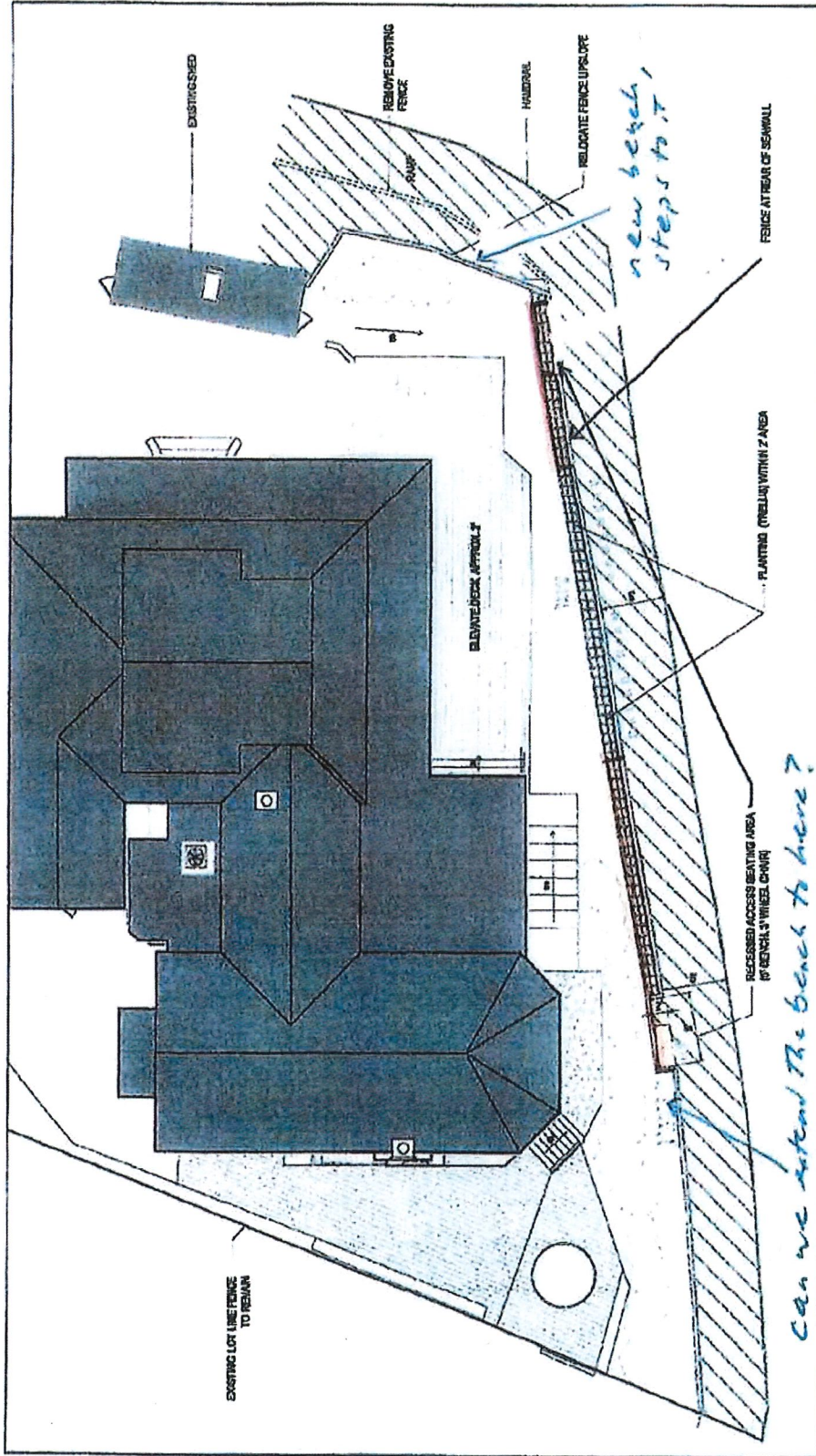
Dated: Feb. 5, 2024

# AMJT armoring structure - Ocean elevation cross-section



**Trellis Options (2 feet tall, vegetated atop 6 foot fence)**





DRAWING TITLE		PROPOSED SITE PLAN	DATE	11-14-2009
PROJECT	100 BURBANK AVE. BOLLINAS CA			
SCALE	3/32" = 1'-0"			
DRAWN BY				

GENERAL NOTES:  
 1. THIS DRAWING IS FOR PERMIT.  
 2. DRAWING FOR CONSENT ONLY.





**Property line**

**Fence line moved to here**

**Landscaping/garden/overlook/bench area**

**100 Brighton Ave**

**Note: distance between property line and relocated fence +/- 6'**

**Note: all for illustrative purposes only**