

B. Use of Trancas Canyon Park for Soccer and Ball Field Games and Review of Settlement Agreement Provisions

Recommended Action: Receive and file this report and provide direction to staff on whether to initiate discussions with MTC regarding a potential amendment to the Settlement Agreement that would allow for organized games or league play at Trancas Canyon Park.

Staff Contact: Interim City Attorney Rusin, 456-2489, ext. 228



Council Agenda Report

To: Mayor Stewart and Honorable Members of the City Council

Prepared by: Kellan Martz, Assistant City Attorney

Approved by: Trevor Rusin, Interim City Attorney
Joseph D. Toney, Acting City Manager

Date prepared: April 16, 2025 Meeting Date: April 28, 2025

Subject: Use of Trancas Canyon Park for Soccer and Ball Field Games and Review of Settlement Agreement Provisions

RECOMMENDED ACTION: Receive and file this report and provide direction to staff on whether to initiate discussions with MTC regarding a potential amendment to the Settlement Agreement that would allow for organized games or league play at Trancas Canyon Park.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

WORK PLAN: This item supports the Community Lands priority identified in the Adopted Work Plan for FY 2024-25 Strategic Priority Project List.

DISCUSSION: In response to questions raised about the potential use of the sports field at Trancas Canyon Park, the City Council directed the City Attorney's Office to analyze and provide a report regarding any limitations on use of the field that were included in the settlement agreement with the Malibu Township Council (MTC).

Background

In 2009, the City approved the development of Trancas Canyon Park, including a multi-use sports field. Following project approval, MTC filed a lawsuit challenging the project on various legal grounds, including the California Environmental Quality Act (CEQA). The City and MTC resolved the lawsuit through a Settlement Agreement, which was executed in December 2009.

Among other terms, the Settlement Agreement provided limitations on the use of the park. Specifically, the agreement included a provision limiting the use of the multi-use sports field to practice only, and explicitly prohibited league play. This restriction was to be recorded against the title to the property pursuant to the Settlement Agreement.

Field Use Limitation in the Settlement Agreement

Section 3.B of the 2009 Settlement Agreement states:

“Notwithstanding any provision to the contrary in this Agreement, the City agrees, represents and warrants that it shall refrain from eliminating or otherwise changing in any way the condition of approval prohibiting league play on the multi-use sports field, and that league play shall be prohibited in Trancas Canyon Park. The field may be used for practice. [...] This subparagraph 3.B. expresses the parties’ intent that the City create an enforceable restriction against the title to the property which runs with the land, preventing the use of Trancas Canyon Park for league play.”

This restriction remains in effect and currently limits the use of the fields. The project approval also contains a condition prohibiting league play stating: “Use of the sports field will be limited to practice-use only, prohibiting league games.”

Option for Allowing League Play

If the City Council wishes to allow organized games or league play on the multi-use field, it is recommended that it direct staff to work with MTC to reach agreement on amending the Settlement Agreement to remove the prohibition on League Play and/or create an ad hoc committee of the City Council to advise staff and/or directly speak with MTC.

If an agreement is reached, the restriction could be removed and an amendment to the project approvals could be brought forward to allow league play. The amendment could contain conditions limiting the amount of league play and the timing and manner in which it could occur and could also require other mitigation of any impacts anticipated from league play. There would need to be a public hearing before the planning commission to amend the project entitlements before league play could commence.

ATTACHMENTS:

2009 Settlement Agreement between City of Malibu and Malibu Township Council.

SETTLEMENT AGREEMENT REGARDING THE TRANCAS CANYON PARK PROJECT AND LAWSUIT

This SETTLEMENT AGREEMENT ("Agreement") is made as of ~~December~~ ^{November} 8, 2009, by and between the Malibu Township Council (MTC), a California nonprofit corporation, and the City of Malibu (City), a municipal corporation organized and existing as a general law city, for the purpose of resolving and settling the dispute between MTC and the City concerning the Trancas Canyon Park project. MTC and the City are hereafter collectively referred to as the "Parties" and individually, each a "Party."

RECITALS

A. On February 23 and March 9, 2009, the city council certified a final environmental impact report (FEIR) and approved entitlements for use (coastal development permit no. 07-086, variances no. 08-021 and no. 08-056, conditional use permit no. 07-011, site plan review no. 08-061 and lot merger no. 08-002) for the project known as the Trancas Canyon Park project (Project or Park), which the City proposes to develop and operate on 13.53 acres it owns in lower Trancas Canyon. The Park primarily proposes a multi-use sports field, a tot-lot/playground area, a dog park and picnic amenities.

B. On April 23, 2009, MTC filed a lawsuit in Los Angeles County Superior Court (LASC), case number BS 120290 (Lawsuit), challenging the certification of the FEIR and Project entitlements under the California Environmental Quality Act (CEQA), the California Coastal Act of 1976, the Malibu Local Coastal Program, the Malibu General Plan and the Malibu zoning ordinance.

C. On May 26, 2009, the City Council approved modifications to the design of the project, including: (1) leaving intact the ridge in the northern area of the Project site, the eastern knoll and the eastern slope located below the multi-use sports field, along with rocky outcroppings, a small cave and cliffside habitat facing federal parkland part of the Santa Monica Mountains National Recreation Area; (2) reduction of grading from 126,528 cubic yards (64,615 cubic yards of cut and 61,913 cubic yards of fill) to 77,502 cubic yards (38,660 cubic yards of cut and 38,842 cubic yards of fill); (3)

reduction of the dog park area from 45,520 square feet to 28,337 square feet; (4) reduction of the tot-lot/playground area from 10,000 square feet to 7,300 square feet; (5) reduction of the parking lot from 64 to 45 spaces; and (6) elimination of a basketball half-court. At that time, the city council further directed staff to prepare final Project plans which incorporate the then-approved modifications and are otherwise consistent with the conditions of approval of coastal development permit 07-086 and the related entitlements for the Park approved on February 23 and March 9, 2009.

D. Following the City Council's action of May 26, 2009, the Parties conducted extensive settlement discussions, within the framework of CEQA's settlement procedure, all in a desire to resolve the dispute concerning the Project and dismiss the Lawsuit.

E. By entering into this Agreement, the Parties represent and acknowledge that: (1) the City intends to build the Park as approved on May 26, 2009, though it retains the right to make future changes to such approval, subject to prior, appropriate environmental review pursuant to CEQA and a public hearing; and (2) MTC does not express pre-consent to any such possible changes, especially if they expand the amount of any grading or grading footprint, add other development, or increase intensity or hours of use.

NOW, THEREFORE, in consideration of this settlement, and the mutual promises, releases, representations and warranties contained herein, MTC and the City agree as set forth below.

1. Dismissal of the Lawsuit.

Within three (3) court days of MTC's counsel's receipt from the City Attorney of a copy of this Agreement, duly executed on behalf of the City, MTC shall file and serve (1) the notice of settlement required by California Rules of Court, rule 3.1385 (a); and (2) a request for dismissal of the entire Lawsuit with prejudice, in the form of attached Exhibit 1.

2. MTC Waiver of Private Attorney General Fees.

In consideration of entering into this Agreement and for the City's promises, representations and warranties set forth herein, including the representation and warranty in Recital E above, MTC waives any claim for private attorney general fees under Code of Civil Procedure section 1021.5, arising out of MTC's petition for peremptory writ of administrative mandamus and complaint for injunctive relief filed in the Lawsuit. MTC and the City agree that each Party shall bear any attorney fees and litigation costs such Party has borne or incurred in connection with the Lawsuit.

3. City Representation and Warranty.

A. Consistent with Recital E above, the City agrees, represents and warrants that, unless and until it conducts environmental review required by CEQA and holds a public hearing, it will refrain from (1) changing the Project as approved on May 26, 2009, in a manner that would result in significant environmental impacts, including visual impacts on public and private property (due to land form alteration or other project design features), flood, hydrology, biotic, as well as fire and safety impacts; and (2) modifying Resolutions Nos. 09-11 and 09-28 to eliminate or change in any way any condition of approval or mitigation measure.

B. Notwithstanding any provision to the contrary in this Agreement, the City agrees, represents and warrants that it shall refrain from eliminating or otherwise changing in any way the condition of approval prohibiting league play on the multi-use sports field, and that league play shall be prohibited in Trancas Canyon Park. *The field may be used for practice.* Within five (5) days of execution of this Agreement, the City shall cause the condition of approval prohibiting league play to be recorded against title to the property. The document the City will cause to be recorded is attached to this Agreement as Exhibit 2. Within five (5) days of recordation, the City shall provide MTC evidence thereof. This subparagraph 3.B. expresses the parties' intent that the City create an enforceable restriction against the title to the property which runs with the land, preventing the use of Trancas Canyon Park for league play.

4. Mutual Releases.

Except for the contractual obligations set forth in this Agreement, MTC and City do hereby release and forever discharge each other, and their elected and appointed officials, employees, officers, directors and attorneys from any and every claim, demand, obligation, liability or defense that was or could have been raised with respect to the approval of the Project, including any cross-complaint that could have been filed in the Lawsuit. The undersigned expressly waive all rights under section 1542 of the Civil Code which states:

“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 MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Nothing in this Agreement precludes any Party from exercising any legal or equitable remedy for breach of this Agreement. Furthermore, nothing in this Agreement relieves MTC from its obligation to exhaust administrative or judicial remedies should the City approve changes to the Project which MTC in good faith believes will increase an environmental impact of the Project or alter any approval condition or mitigation in effect as a result of the City's May 26, 2009 action.

5. Notices.

Any notices under this Agreement shall be given by fax and method of overnight delivery, directed as follows:

For MTC, to:

Malibu Township Council
Attention: President
P.O. Box 803
Malibu, CA 90265-0803; and

Angel Law
Attention: Frank P. Angel
2601 Ocean Park Blvd., Suite 205
Santa Monica, CA 90405-5269
Fax: (310) 314-6434

For City, to:

City of Malibu
Attention: City Manager
23815 Stuart Ranch Road*
[*after 1/2012 23825 Stuart Ranch Road]
Malibu CA 90265
Fax: (310) 456-3356; and

Jenkins & Hogin, LLP
Attention: Christi Hogin
1230 Rosecrans Ave., Suite 110
Manhattan Beach, CA 90266
Fax: (310) 643-8441

6. Miscellaneous.

A. This Agreement constitutes the entirety of the agreement between the Parties regarding the Project.

B. This Agreement and any subsequent amendments thereto shall be governed by the laws of the State of California.

C. The rights and obligations described in this Agreement shall accrue to, and be binding on, the heirs, successors in interest and assigns of the Parties.

D. If any provision of this Agreement is determined to be unenforceable by a court, such unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if the unenforceable provision had not been contained herein.

E. Any change to this Agreement or additional obligation assumed by any party shall be in writing duly signed by each Party. Any claimed change to this Agreement shall be binding and enforceable only if evidenced in writing, duly signed by each Party.

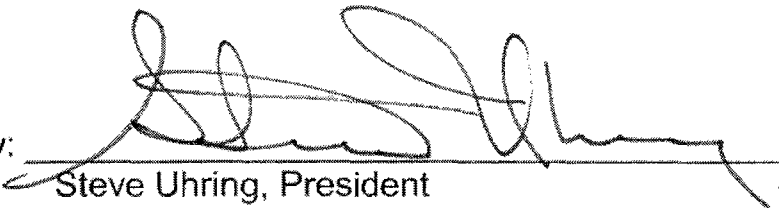
F. Any claim of waiver of any provision of this Agreement shall be invalid unless it is evidenced in a writing signed by the Party against whom the claim of waiver is made. The waiver of any provision of this Agreement or failure to enforce any provision, shall not be deemed a waiver of any other provision.

G. The headings in this Agreement are for the Parties' convenience. They shall not be relied on in interpreting its language.

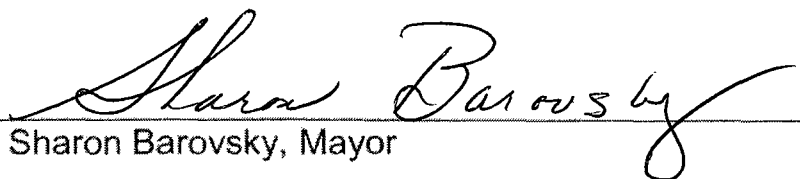
H. This Agreement may be executed in counterparts. Each counterpart will be deemed an original, but all counterparts together shall constitute one document. A fully executed copy of this Agreement, sent by fax or emailed as a PDF file (with signature pages scanned) shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

MALIBU TOWNSHIP COUNCIL

By: 
Steve Uhring, President

CITY OF MALIBU

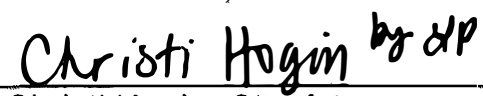
By: 
Sharon Barovsky, Mayor

APPROVED AS TO FORM:

ANGEL LAW

By: 
Frank P. Angel, Counsel for MTC

JENKINS & HOGIN, LLP

By: 
Christi Hogin, City Attorney

G. The headings in this Agreement are for the Parties' convenience. They shall not be relied on in interpreting its language.

H. This Agreement may be executed in counterparts. Each counterpart will be deemed an original, but all counterparts together shall constitute one document. A fully executed copy of this Agreement, sent by fax or emailed as a PDF file (with signature pages scanned) shall be deemed an original.

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MALIBU TOWNSHIP COUNCIL

By: _____

Steve Uhring, President

CITY OF MALIBU

By: _____

Sharon Barovsky, Mayor

APPROVED AS TO FORM:

ANGEL LAW

By: _____

Frank P. Angel, Counsel for MTC

JENKINS & HOGIN, LLP

By: _____

Christi Hogin, City Attorney

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Frank P. Angel (SBN: 113301) 2601 Ocean Park Blvd., Suite 205 Santa Monica, CA 90405-5269 TELEPHONE NO.: (310) 314-6433 FAX NO. (Optional): (310) 314-6434 E-MAIL ADDRESS (Optional): fangel@angellaw.com ATTORNEY FOR (Name): Malibu Township Council	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Malibu Township Council DEFENDANT/RESPONDENT: City of Malibu, City Council of the City of Malibu	
REQUEST FOR DISMISSAL <input type="checkbox"/> Personal Injury, Property Damage, or Wrongful Death <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <input type="checkbox"/> Family Law <input type="checkbox"/> Eminent Domain <input checked="" type="checkbox"/> Other (specify): CEQA and Coastal Act	CASE NUMBER: <div style="text-align: center; font-size: 1.2em;">BS120290</div>
- A conformed copy will not be returned by the clerk unless a method of return is provided with the document. -	

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
- b. (1) ☐ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☒ Entire action of all parties and all causes of action
 (6) ☐ Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)


- ☐ Court fees and costs were waived for a party in this case. (This information may be obtained from the clerk. If this box is checked, the declaration on the back of this form must be completed).

Date: 12-08-09

Frank P. Angel

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.


 (SIGNATURE)

Attorney or party without attorney for:


- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i), or (j).


 (SIGNATURE)

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):
 5. ☐ Dismissal entered on (date): as to only (name):
 6. ☐ Dismissal **not entered** as requested for the following reasons (specify):

 7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
 ☐ a copy to be conformed ☐ means to return conformed copy

Date:

Clerk, by _____, Deputy

Recorded at the Request of and Mail to:

CITY OF MALIBU
23815 Stuart Ranch Road
Malibu, CA 90265
Attn: City Manager

ACCEPTANCE OF CONDITIONS AFFIDAVIT

The permittee and owner of the property acknowledges the City of Malibu City Council's decision of approval and agrees to abide by all terms and conditions thereof i.e. **City of Malibu City Council Resolution 09-11 and 09-28 (Trancas Canyon Park) adopted on March 9, 2009 and attached hereto, including without limitation the prohibition against league play on the multiuse sports field in Trancas Canyon Park.**

Date

Signature of Permittee or
Authorized Agent

Print Permittee or Authorized
Agent Name

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
County of Los Angeles } SS

On _____ before _____ me

Date (Insert Name of Notary Public and Title)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public's signature in and for said County and State)

(seal)