

MEMORANDUM

TO: MRCA
MEHOA
CONSERVANCY STAFF

FROM: DOUGLAS BOSCO, CHAIR

RE: FRAMEWORK FOR MANAGEMENT SOLUTIONS, LECHUZA
BEACH

Subsequent to our meeting at Bert Boeckmann's residence, I have tried to distill some of the more salient issues, and am now offering my thoughts on how they can be resolved. I have read many of the documents, including the original Conservancy staff recommendations and back-up, much of the easement language, MEHOA and MRCA draft management plans, some of the past litigation and Court decisions, the MRCA contract, maps, and other items. I will start with "over arching principles" and move on to suggested remedies for specific issues. I am taking a practical, decidedly non-legalistic approach. MRCA and MEHOA have myriad legal theories about these grants, easements, CC&R's, etc. and each has tried to explicitly incorporate legal conclusions into the management plan. I do not see the need for this. Whatever legal rights exist stand on their own, and may or may not be litigated. They need not be announced in the plan itself. Presumably a management plan that is equitable will obviate the need for further legal action.

OVERARCHING PRINCIPLES

1. There is a substantial public investment in Lechuza Beach that will allow public access commensurate with the physical constraints of the site and the protection of the natural attributes.
2. There is a distinct neighborhood of private homes into which the public ownership is woven that will be expected to absorb some negative consequences of increased public use, but deserves to be protected against a disruptive or unreasonable volume of public use. This includes reasonable protection against invasion of the level of privacy enjoyed by most homeowners throughout the state.
3. There are historical uses, including both public access and private rights that should be considered in the management of the site.
4. MCRA has title to the public property and will be expected to effectuate reasonable public access to and enjoyment of the site, with the concomitant obligation to provide and pay for management commensurate with need.
5. MEHOA represents the private owners and has a long, established history of managing the site, including the providence of some public access.

SPECIFIC CONSIDERATIONS

1. Management. MRCA will contract with MEHOA for the day-to-day management of the site, the boundaries of which will be agreed upon. MEHOA will commit to expand its mission to include an open, non-grudging welcome of reasonable public use and will prohibit and enforce, even against its own members, overt attempts to thwart such use. This will include working with public and private security to ensure that signage and/or obstacles do not misrepresent public rights for parking and access. MEHOA will receive a reasonable compensation for this management function.
2. Primary public access to the site will be the "Lot 1" staircase, which will be improved for structure and safety considerations, and landscaped so as to minimize adverse effects on neighboring residents. The existing cypress trees will remain. The engineering firm employed by MRCA for this task will work with neighboring residents and MEHOA to design and build a mutually-acceptable staircase.
3. The main gate at "Lot 1" and the secondary gate at West SeaLevel will open at 8 a.m. and close at sunset. This is typical of beach access throughout the state.
4. Handicapped access will be provided through the East SeaLevel gate. Signage at the gate will state the requirement that any non-resident vehicle use will require a handicapped permit, and that any vehicles without one will be cited and/or towed. Otherwise, no attempt to require sign-ups, special permits, keys, or other barriers will be made. Parking for handicapped persons will be at or reasonably near the terminus of East SeaLevel, and may be moved from time to time as long as no undue physical burden is inflicted. MEHOA and MRCA shall develop a means of determining if the access needs of handicapped visitors are adequately met by the parking spaces. This can be done by interviews with visitors over a period of time, a "suggestion box" conveniently located and signed, or some other method to afford "feedback" on the adequacy of access. If it is determined that physical structures such as ramps or platforms are needed, MEHOA and MRCA will work together to provide such structures.
5. No commercial activity will be allowed at the site.
6. No immediate plans will be made for toilet facilities. If MRCA and/or MEHOA determine in the future that facilities are advantageous, they shall determine a site and design acceptable to both.
7. No alcohol on the beach or in public access areas. No motorized watercraft, camping, overnight, firearms or littering.
8. No dogs allowed on the beach. In recognition that residents have traditionally walked their dogs on leash, there will be a "phaseout" period of seven years, during which residents may walk their dogs and after which all dogs will be prohibited. During this period, members of the public who walk their dogs on leash will be asked politely not to do so, but will not be forced to leave on any particular occasion. Any disruptive animal will be removed.

Hopefully, the above will serve as a framework for resolving these issues. I have not addressed some items, including issues related to tide-related boundaries, and the "covenant" lots next to the Boeckmanns' home. To the extent these issues need to be a part of the management plan, we can address them when we meet.