

DUPLICATE

CITY OF SAN DIEGO

LICENSE AGREEMENT

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

This LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between the SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY, a California joint powers authority (“**Licensee**”), and THE CITY OF SAN DIEGO, a California municipal corporation (“**City**”), as of the date this Agreement is approved as to form by an attorney from the Office of the San Diego City Attorney’s Office as shown on the signature page to this Agreement (“**Effective Date**”).

RECITALS

- A. City is a party to that certain Joint Exercise of Powers Agreement between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach creating the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, which was amended and restated on or about July 15, 2015 (as amended and restated, the “**JEPA**”). Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to them in the JEPA, to the extent the term is defined in the JEPA.
- B. The JEPA created Licensee (referred to in the JEPA as the “**JPA**”), pursuant to Section 6507 of the California Government Code, an entity separate and apart from the public agencies that are party to the JEPA (together, the “**Public Agencies**”) but comprised of two or more member Public Agencies.
- C. Licensee’s purpose under the JEPA is to manifest the joint exercise of the Public Agencies’ powers “to coordinate, to acquire, plan, design, improve, manage, operate and maintain” the San Dieguito River Valley Regional Open Space Park (“**Park**”) for the benefit of the public. *See* JEPA § 1 (Purpose). More specifically, the Focused Planning Area (“**FPA**”), the regional park planning area for the Park, “is the area where planning and acquisition efforts for the Park are to be directed.” *See* JEPA, Recital ¶ B.
- D. Under the JEPA, the Public Agencies (including the City) have agreed that “[o]ne of the JPA’s goals is to create a multi-use trail system for hikers, bicyclists and horseback riders that will extend a distance of approximately 71 miles from the ocean at Del Mar to the San Dieguito River’s source on Volcan Mountain, just north of Julian” (“**Coast to Crest Trail**” or the “**Trail**”). *See* JEPA § 13(c). The JEPA recognizes that Public Agencies (including the City) “own lands ... within the [P]ark boundary that include Coast to Crest Trail segments” and that “the JPA may pursue grant funding to procure access permits, manage and maintain the trails located on Public Agencies’ lands.” *Id.* Finally, while the responsibility for securing public access permits for the Trail rests with the JPA, the Public Agencies (including the City) have agreed to “work cooperatively and in good faith with the JPA staff to issue public access permits [like this Agreement] acceptable to the Public Agencies as it applies to their property.” *Id.* Relevant to this Agreement, the JPA seeks City’s permission to construct, operate, and maintain a portion of the Trail known as the “Osuna Segment” which is on City-owned land.

- E. In October 2019, Licensee applied for and (in March 2021) was awarded a California Natural Resources Agency Recreational Trails and Greenways Grant to design and construct a portion of the Coast to Crest Trail commonly known as the "Osuna Segment." In September 2023, Licensee was awarded additional funding for project construction from the California state budget.
- F. In order to construct the Trail, besides this Agreement, Licensee must also obtain a Site Development Permit ("SDP") from City. Licensee has submitted an application to obtain the SDP ("Osuna Segment of the CTC, PRJ 1049410"), and it is anticipated by the parties that the effective date of the SDP ("**SDP Effective Date**") will be after the Effective Date of this Agreement. Between the Effective Date of this Agreement and the SDP Effective Date, Licensee acknowledges that it may enter the License Area but may not conduct any activities that are regulated by the SDP (*e.g.*, grading), even if permitted by this Agreement.

IN CONSIDERATION OF THE RESPECTIVE PROMISES OF LICENSEE AND CITY SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, LICENSEE AND CITY AGREE AS FOLLOWS:

1. **PURPOSE.** City owns certain real property in the City of San Diego specifically defined in Section 39 of **EXHIBIT A** attached to this Agreement, as the "Property." Licensee and City desire to enter into this Agreement to provide Licensee certain rights to construct, operate, and maintain the Osuna Segment of the Coast to Crest Trail within the Property (the "License Area" (defined in Section 24 of **EXHIBIT A**)), pursuant to the terms and conditions set forth below (the "Permitted Use" (further defined in Section 5.1 below)).

2. **DEFINITIONS.** All defined terms or words indicated by initial capitalization in this Agreement and not specifically defined in the main body of this Agreement are defined in **EXHIBIT A** attached to this Agreement.

3. **LICENSE.**

3.1 License Area. Subject to the terms and conditions of this Agreement, as of the Effective Date, City licenses, permits, and authorizes Licensee to use the License Area on a non-exclusive basis for the Permitted Use.

3.2 Property's Other Uses. The Property is leased to Bay Club Fairbanks Ranch (Bay Club) under that certain Percentage Lease dated December 6, 1982, on file in the Office of the San Diego City Clerk as Document No. RR-257594-1, as assigned to Bay Club pursuant to that certain Consent to Assignment and Agreement, on file in the Office of the San Diego City Clerk as Document No. RR-310421-1, and as amended by that certain First Amendment to Percentage Lease, on file in the Office of the San Diego City Clerk as Document No. RR-310421-2. The Permitted Use may not interfere with the Bay Club or City's use of the Property (collectively "**Other Uses**"). Throughout the Term, subject to the terms and conditions of this Agreement, the License Area shall accommodate the Permitted Use to the extent the Permitted Use does not interfere with the Other Uses, including any disruption of safe access to City facilities or adverse impact on the cost of maintaining City facilities. If City determines that the Permitted Use interferes with the Other Uses, City shall Notify Licensee and Licensee shall have forty-eight (48)

hours or some other mutually agreed upon reasonable amount of time, to eliminate the interference with the Other Uses.

3.3 Personal Rights; No Transfers. The licenses, permits and authorizations provided by this Agreement are personal to Licensee. Licensee shall not have any right to make or allow any Transfer without the prior written consent of City, which may be given or withheld in the City's sole and absolute discretion. Licensee acknowledges and agrees that, under the circumstances that this Agreement is entered into by City and Licensee and the public nature of the Property, the restrictions in this Agreement on Transfers are reasonable.

3.4 No Limitation on Other City Use. Nothing contained in this Agreement is intended to limit, restrict, or prohibit City from entering into future agreements with other Persons regarding use of the Property, as long as such other uses do not materially interfere with the Permitted Use on the License Area.

3.5 No Property Estate or Interest Conveyed. Notwithstanding any provision of this Agreement to the contrary, City and Licensee do not intend to convey any estate, easement, or irrevocable interest in real or personal property between them under this Agreement. Nothing in this Agreement shall be construed or interpreted as a conveyance of any estate, easement, or irrevocable interest in any real or personal property. If this Agreement or any provision of this Agreement is finally (after all appeals) construed or interpreted by a court of competent jurisdiction as conveying an estate, easement, or irrevocable interest in real or personal property between City and Licensee, then the provision(s) of this Agreement interpreted as conveying any estate, easement, or irrevocable interest in real or personal property between City and Licensee shall automatically be null and void, without further action by or Notice to City or Licensee.

3.6 Noise. Licensee shall not use or permit the use of the License Area in any manner that creates or maintains any noise or sound violating SDMC Chapter 5, Article 9.5.

3.7 Nuisance. Licensee shall not create or allow a nuisance, as defined in State Civil Code section 3479, or a violation of Law on the License Area.

3.8 **ACCEPTANCE OF PROPERTY IN AS-IS CONDITION.** LICENSEE ACCEPTS ALL PHYSICAL CONDITIONS OF THE PROPERTY, AS OF THE EFFECTIVE DATE, AND RELEASES CITY FROM ALL LIABILITY WHATSOEVER FOR ALL KNOWN OR UNKNOWN CONDITIONS OF THE PROPERTY. LICENSEE SHALL ENTER THE PROPERTY FOR THE PERMITTED USE UNDER THIS AGREEMENT, IN THE PROPERTY'S "AS IS," "WHERE IS" AND "SUBJECT TO ALL FAULTS" CONDITION, AS OF THE EFFECTIVE DATE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY UPON ITS OWN KNOWLEDGE OR INVESTIGATION OF THE PROPERTY, AS IT DEEMS APPROPRIATE. LICENSEE IS NOT RELYING ON ANY STATEMENT OR REPRESENTATION BY ANY CITY PARTY RELATING TO THE CONDITION OF THE PROPERTY. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 3.8, CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR WHETHER THE PROPERTY PRESENTLY COMPLIES WITH ANY LAW. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION 3.8, LICENSEE, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASES CITY AND ITS SUCCESSORS AND ASSIGNS FROM ALL COSTS OR EXPENSES WHATSOEVER (INCLUDING LEGAL

COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ARISING FROM OR RELATING TO THE PHYSICAL CONDITION OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY LAW APPLICABLE TO THE PROPERTY. LICENSEE EXPRESSLY WAIVES ALL RIGHTS OR BENEFITS AVAILABLE TO IT WITH RESPECT TO THE RELEASES CONTAINED IN THIS SECTION 3.8 UNDER ANY PROVISION OF APPLICABLE LAW PROVIDING THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY, INCLUDING STATE CIVIL CODE SECTION 1542. THE PROVISIONS OF THIS SECTION 3.8 SHALL SURVIVE THE TERMINATION DATE.

4. **LICENSE FEE.** License Fee is hereby waived because the Licensee's Permitted Use provides a public benefit.

5. **PERMITTED USE.**

5.1 Permitted Use. The construction, operation, and maintenance of a portion of the Coast to Crest Trail commonly known as the "Osuna Segment" within the Property as shown on **EXHIBIT C**. Construction includes formation and installation of a trail (the "Trail") and bridge (the "Bridge"); habitat restoration; and installation of associated signage and fencing. Operation includes managing and maintaining the Trail, the Bridge, and associated improvements for public use.

5.2 Approvals. Licensee shall not undertake the Permitted Use on the License Area without first obtaining all necessary Approvals for the Permitted Use, including but not limited to the SDP. In obtaining each necessary Approval for the Permitted Use on the License Area, Licensee shall inform the applicable Government in writing that the Property is City-owned. Licensee shall promptly deliver to City documentary evidence of all Approvals obtained by Licensee regarding the Permitted Use.

5.3 Protection Against Claims or Liens. IF A CLAIM OR LIEN IS RECORDED OR ASSERTED AGAINST THE PROPERTY OR THE CITY FOR MATERIAL OR EQUIPMENT SUPPLIED TO OR LABOR OR SERVICES PERFORMED, DIRECTLY OR INDIRECTLY, FOR LICENSEE OR A CONTRACTOR OF LICENSEE RELATING TO WORK ON THE PROPERTY, LICENSEE SHALL SATISFY AND DISCHARGE SUCH CLAIM OR LIEN, AT THE SOLE COST AND EXPENSE OF LICENSEE, WITHIN TEN (10) DAYS FOLLOWING NOTICE OF THE EXISTENCE OR ASSERTION OF SUCH CLAIM OR LIEN. CITY SHALL NOT BE LIABLE FOR ANY SERVICES, LABOR, MATERIAL, OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO LICENSEE OR LICENSEE'S CONTRACTOR(S) UPON CREDIT AND NO MECHANIC'S OR OTHER LIEN FOR ANY SERVICES, LABOR, MATERIAL, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE PROPERTY. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE CITY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, PROFESSIONAL, LABORER, EQUIPMENT, OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY SERVICE OR LABOR OR THE FURNISHING OF ANY MATERIAL OR EQUIPMENT FOR THE BENEFIT OF CITY OR THE PROPERTY, NOR AS

GIVING LICENSEE ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES OR LABOR, OR THE FURNISHING OF ANY MATERIAL OR EQUIPMENT THAT WOULD GIVE RISE TO THE FILING OF ANY CLAIM OR LIEN AGAINST CITY OR THE PROPERTY.

5.4 No Liens Against Public Property. LICENSEE ACKNOWLEDGES AND AGREES THAT ON THE EFFECTIVE DATE THE PROPERTY IS OWNED BY CITY, WHICH IS A PUBLIC ENTITY, AND THE PROPERTY IS NOT SUBJECT TO THE IMPOSITION OF MECHANIC'S LIENS OR ANY OTHER LIENS IN FAVOR OF PROVIDERS OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT ON OR TO THE PROPERTY. LICENSEE FURTHER AGREES TO INFORM EACH PROVIDER OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT ON OR TO THE PROPERTY HIRED BY OR FOR THE BENEFIT OF ONE OR MORE LICENSEE PARTIES OF SUCH FACT AND THAT CITY AND THE PROPERTY ARE NOT RESPONSIBLE FOR PAYMENT OF ANY CLAIMS BY ANY SUCH PROVIDERS OF SERVICES, LABOR, MATERIAL, OR EQUIPMENT.

5.5 Signs. Any banner, pennant, flag, poster, sign, decoration, marquee, awning, or similar device or advertising (each, a "Sign") that Licensee installs or places on the License Area will be maintained by Licensee in good, clean, and operating condition during the Term. Licensee will, upon City's request, remove any Sign placed by Licensee from the License Area on or before the Termination Date and will repair all damage caused by placement, installation, or removal of Signs, all at Licensee's sole cost and expense. Licensee shall comply with all Laws requiring the posting of Signs on the License Area. If any unauthorized Sign is found on the License Area, Licensee shall remove the Sign at Licensee's sole cost and expense within twenty-four (24) hours after Notice from City requesting the removal. If Licensee does not remove an unauthorized Sign within twenty-four (24) hours after Notice from City requesting the removal, City may enter the License Area and remove the Sign at Licensee's sole cost and expense. If City performs work required of Licensee under this Section 5.4, Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing such work (including the costs of City's staff time, administrative overhead, and Legal Costs), within thirty (30) days after Notice to Licensee of such costs. All amounts reimbursable to City by Licensee under this Section 5.4 that are not paid within thirty (30) days after Notice to Licensee of the amount shall accrue Default Interest until paid.

5.6 Deliveries to City. If requested by City, Licensee shall provide City with a copy of all reports, analyses, findings, and conclusions resulting from the Permitted Use, which may be reasonably redacted for confidentiality purposes.

5.7 Costs. Licensee shall pay all costs and expenses related to the Permitted Use.

5.8 Security and Safety. Licensee shall be solely responsible for the security and safety of the License Area. Licensee shall be responsible for the cleanup and securing of the License Area disturbed by Licensee, as appropriate, immediately following each day's work to ensure the daily security and safety of the License Area. In conducting the Permitted Use, Licensee shall comply with all Laws, at Licensee's sole cost and expense, with respect to maintaining the License Area in a safe and secure manner during the Term.

5.9 City Work. City reserves the right to perform work on the License Area at any time. If City intends to perform work on the License Area, City shall give Licensee at least forty-eight (48) hours' Notice prior to commencing the work (except in the event of an emergency, in which case, no prior Notice is required). Licensee shall comply with all safety instructions issued by City to ensure the safety of City personnel or contractors performing work on the License Area.

5.10 Inspection. City may, at any time, for any reason or no reason, without any obligation to do so, enter the License Area for the purposes of inspecting the License Area and the Permitted Use conducted on the License Area for compliance with this Agreement. Licensee shall make a Licensee representative available to be present at any City inspection under this Section 5.10 on, at least, 48 hours' advance Notice from City; provided, however, the presence of a Licensee representative is not required for City to exercise its inspection rights under this Section 5.10.

5.11 Utilities. Licensee shall order, obtain, install, and pay for all utilities, including installation and service charges, required or desired for the Permitted Use. Utilities shall be temporary and constructed and located in accordance with plans approved by City, in City's sole and absolute discretion, before any utility construction or installation commences.

5.12 Superior Interests. This Agreement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements, or rights-of-way pertaining to the Property existing as of the Effective Date, whether or not of record. Licensee shall obtain all licenses, permits, or agreements required from Third Persons holding a superior interest to allow the Permitted Use on the License Area in compliance with all such superior interests. If the Permitted Use is or becomes inconsistent or incompatible with a preexisting, superior interest, Licensee shall take all action and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

5.13 Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by City, in City's sole and absolute discretion, prior to the commencement of the Permitted Use.

5.14 [RESERVED.].

5.15 Contractors. Licensee shall, upon City's written request, provide City with a list of all contractors and subcontractors that will perform any part of the Permitted Use, including name, address, email, fax, and phone number. All work requiring a licensed contractor under the State Contractors' State License Law (State Business & Professions Code sections 7000-7191) shall be done by contractors licensed by the State.

5.16 [Reserved].

6. **LICENSEE INSURANCE**. Licensee shall maintain, to protect the City Parties against all insurable Claims arising from or relating to this Agreement, the License Area, or the Permitted Use, at the sole cost and expense of Licensee, all the insurance coverage required in **EXHIBIT D** attached to this Agreement.

7. **WASTE OR DAMAGE**. Licensee shall immediately Notify City of any waste, casualty, or damage to the License Area or other areas of the Property of which Licensee becomes aware. Licensee shall not commit, or allow to be committed, any waste, casualty, or damage to property

or injury to person on or around the License Area or other parts of the Property. If waste, casualty, or damage to the Property arises from the Permitted Use, action by a Licensee Party, or failure to act by a Licensee Party that had a duty to act, at City's election, in City's sole and absolute discretion, Licensee shall make, or cause to be made, full repair of the waste, casualty, or damage and restore the Property to its condition existing immediately prior to the waste, casualty, or damage. Licensee shall commence preliminary steps toward restoration of the Property as soon as practicable, but no later than thirty (30) days after the date the waste, casualty, or damage occurs. Licensee shall complete all required repairs or restoration within ninety (90) days after the date the waste, casualty, or damage occurs. Licensee must obtain all Approvals required for repair or restoration of all waste, casualty, or damage to the Property. Following the occurrence of any casualty that materially restricts use of the License Area or access to the License Area for the Permitted Use for more than thirty (30) days, City or Licensee may terminate this Agreement by seven (7) days' Notice to the other Party. This Section 7 shall survive the Termination Date.

8. ENVIRONMENTAL CONDITIONS. Licensee shall not cause or permit any Environmental Condition. If Licensee discovers or becomes aware of an Environmental Condition, Licensee shall Notify City of such Environmental Condition as soon as possible, but in all cases within twenty-four (24) hours following the Licensee becoming aware of such Environmental Condition.

8.1 Remediation. If an Environmental Condition occurs, Licensee shall remediate the Environmental Condition in accordance with Law to allow all uses of the Property permitted by Law immediately before the Environmental Condition is discovered, at Licensee's sole cost and expense. If Licensee knows or has reasonable cause to believe that an Environmental Condition is an imminent danger to public health and safety, Licensee shall take all actions necessary to alleviate the imminent danger, at Licensee's sole cost and expense.

8.2 Removal. If a Licensee Party stores, utilizes, generates, or otherwise brings Hazardous Substances onto the Property in accordance with Law, Licensee shall remove all such Hazardous Substances from the Property prior to the Termination Date and provide City with documentation demonstrating the legal removal and disposal of the Hazardous Substances. Licensee shall be responsible for all costs incurred by City to remove or dispose of any Hazardous Substances not removed from the Property by Licensee in accordance with this Section 8.2.

8.3 Reports. Licensee shall deliver a written report describing the circumstances of each Environmental Condition in reasonable detail to City within three (3) days after Notifying City of the Environmental Condition. Licensee shall also submit all required reports relating to the Environmental Condition to other Governments as required by Law.

8.4 Environmental Assessment. Upon reasonable cause to believe that an Environmental Condition has occurred, City may cause an environmental assessment of the Property to be performed by a professional environmental consultant registered with the State as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be performed at Licensee's sole cost and expense. Licensee shall reimburse City for all costs and expenses reasonably incurred by City in performing the environmental assessment within fifteen (15) days after Notice to Licensee of the amount of such costs and expenses. Any amount reimbursable to City by Licensee under this Section 8.4 that is not paid within fifteen (15) days after Notice to Licensee of such amount, shall accrue Default Interest until paid.

9. **COMPLIANCE WITH LAW.** The Permitted Use shall comply with all Laws, at Licensee's sole cost and expense. Licensee shall comply with all notices, orders, directives, or the like issued by City or any other Government under the authority of current or future Law.

10. **COMPLIANCE WITH CITY STANDARD CONTRACT PROVISIONS.** In entering the License Area or performing the Permitted Use, all under this Agreement, Licensee shall comply with all City standard contract provisions set forth in **EXHIBIT E** attached to this Agreement.

11. **INDEMNIFICATION.**

11.1 Licensee Indemnity Obligations. In addition to Licensee's obligations to Indemnify the City Parties under other provisions of this Agreement, Licensee shall Indemnify the City Parties against all Claims arising from: (a) Licensee's use of the License Area; (b) this Agreement; (c) personal injury (including death) or property damage (to property of Licensee or any other Person) occurring on the License Area or adjoining real property; (d) personal injury (including death) or property damage resulting from Licensee's use of the License Area; (e) a wrongful intentional act or negligence of one or more of the Licensee Parties; (f) strict liability relating to Licensee's use of the License Area; (g) all applications for Approvals made by or on behalf of one or more Licensee Parties; (h) all agreements that one or more Licensee Parties makes with a Third Person regarding this Agreement or the License Area; (i) services, labor, material, or equipment supplied to, for, on behalf of, or at the request of one or more Licensee Parties; (j) a workers' compensation claim by one or more employees or contractors of one or more Licensee Parties; or (k) an Environmental Condition occurring on or after the Effective Date. Notwithstanding anything to the contrary in this Agreement, Licensee's obligations to Indemnify the City Parties excludes Claims based upon the willful misconduct or sole negligence of a City Party.

11.2 Independence of Insurance and Indemnity Obligations. Licensee's obligations to Indemnify the City Parties under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Licensee's insurance or other obligations under this Agreement. Licensee's obligations to Indemnify the City Parties under this Agreement are independent of Licensee's insurance and other obligations under this Agreement. Licensee's compliance with its insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Licensee's obligations to Indemnify the City Parties under this Agreement and are independent of Licensee's obligations to Indemnify the City Parties and other obligations under this Agreement.

11.3 Survival of Indemnification Obligations. Licensee's obligations to Indemnify the City Parties under this Agreement shall survive the Termination Date, until all actual or prospective Claims subject to Licensee's obligations to Indemnify the City Parties under this Agreement are fully, finally, absolutely, and completely barred by applicable statutes of limitations.

11.4 Indemnification Procedures. Wherever this Agreement requires Licensee to Indemnify the City Parties:

11.4.1 *Notice.* The affected City Parties shall Notify Licensee of the Claim within a reasonable time.

11.4.2 *Selection of Counsel.* Licensee shall select counsel reasonably acceptable to City's City Council. Even though Licensee shall defend the Claim, the affected City Parties may, at their respective options, engage separate legal counsel, at Licensee's expense, to advise them regarding the Claim and their defense. The affected City Parties' separate legal counsel(s) may attend all proceedings and meetings. Licensee's legal counsel shall actively consult with the City Parties' separate legal counsel, subject to applicable conflict of interest and privileged communication limitations.

11.4.3 *Cooperation.* The affected City Parties shall reasonably cooperate with Licensee's defense of the City Parties.

11.4.4 *Settlement.* Licensee may only settle a Claim with the prior written consent of the affected City Parties, in their respective sole and absolute discretion.

11.5 *Immediate Duty to Defend.* The duty to defend that is within Licensee's obligations to Indemnify the City Parties under this Agreement includes Claims for which the City Parties may be liable without fault or strictly liable and applies regardless of whether the issues of negligence, liability, fault, default, or other obligation on the part of Licensee or the City Parties have been determined. The duty to defend applies immediately, regardless of whether the City Parties have paid any sums or incurred any detriment arising out of or relating (directly or indirectly) to any Claims. It is the express intention of the Parties that the City Parties be entitled to obtain summary adjudication or summary judgment regarding Licensee's duty to defend the City Parties at any stage of a Claim within the scope of Licensee's obligations to Indemnify the City Parties under this Agreement.

11.6 *Savings Provision.* Notwithstanding anything in this Agreement to the contrary, if the extent of Licensee's obligation to Indemnify the City Parties under this Agreement exceeds the indemnity obligation allowed by applicable Law, Licensee's obligation to Indemnify the City Parties shall be reduced to the extent required to comply with applicable Law.

12. [RESERVED.]

13. **TERM; TERMINATION.** The term of this Agreement shall be twenty-five (25) years from the Effective Date ("Initial Term"), with the understanding that Licensee may not conduct any activity permitted by this Agreement that must also be permitted by the SDP unless and until the City Council approves the SDP. Within one hundred twenty (120) days before the end of the Initial Term or a Renewal Term (as the case may be), Licensee may request in writing submitted to the Mayor renewal of the Agreement on the same terms (each, a "Renewal Request") for an additional ten (10) years (each, a "Renewal Term" and together with the Initial Term, the "Term"). If the Mayor approves a Renewal Request in writing or does not respond before the end of the applicable term, this Agreement shall automatically renew for an additional Renewal Term, effective from the day after the last day of the applicable term. During the Initial Term, either party may terminate this Agreement only for cause. For purposes of this Section 13, "cause" shall mean any event that is the basis for a Termination Event under Sections 14.6 to 14.11. During any Renewal Term, either party may terminate this Agreement with or without cause on one hundred twenty (120) days' notice. Upon termination of this Agreement for any reason, Licensee shall

vacate the License Area on or before the Termination Date, and all improvements thereon, including the Trail and Bridge, shall become property and the responsibility of the City.

14. TERMINATION EVENT AND DATE. This Agreement shall terminate upon the earliest to occur of the following events (each, a "**Termination Event**," and the date of termination, the "**Termination Date**");

14.1 Initial Term. On the last day of the Initial Term if not Extended

14.2 Renewal Term. On the last day of any Renewal Term not extended.

14.3 Termination for Cause. On the effective date of any termination for cause.

14.4 Licensee Notice During a Renewal Term. The one hundred and twentieth (120th) day after the date Licensee both gives City Notice of termination of this Agreement and performs all of Licensee's obligations under Section 14;

14.5 City Notice During a Renewal Term. The one hundred and twentieth (120th) day after the date City gives Licensee Notice of termination of this Agreement;

14.6 Eminent Domain. Termination of this Agreement under Section 21;

14.7 Event of Default. Following the occurrence of an Event of Default, City giving Licensee Notice of termination of this Agreement;

14.8 Casualty. Termination of this Agreement under Section 7; or

14.9 Breach of Warranty. City termination of this Agreement under Section 29.

14.10 Termination of JEPA or Dissolution of Licensee. See JEPA § 20.

14.11 Licensee's Failure to Obtain SDP or Termination of SDP.

15. HOLDOVER. Any continued use of the License Area by Licensee or receipt or acceptance of License Fees by City after the Termination Date shall not renew or extend the Term or this Agreement and all terms and conditions of this Agreement shall apply to such use except: (1) City may terminate this Agreement for any reason or no reason on seven (7) days' Notice to Licensee; and (2) the License Fee shall be the fair market value of such use, as determined by City.

16. CITY CURE RIGHT. If Licensee fails to take any action this Agreement requires of Licensee, without waiving or releasing Licensee from any obligation, Default, or Event of Default and without waiving City's right to take such action as this Agreement may permit as a result of a Default or Event of Default, City may (but need not) take such action. Licensee shall reimburse City for all reasonable costs and expenses (including the costs of City staff time, administrative overhead, and Legal Costs) incurred by City in exercising its cure rights under this Section 16 within thirty (30) days after Notice to Licensee of such costs. All amounts reimbursable to City by Licensee under this Section 16 that are not paid within thirty (30) days after Notice to Licensee of the amount shall accrue Default Interest until paid. Nothing in this Section 16 is intended to modify or restrict any other cure right provided to City in this Agreement.

17. REMEDIES. After the occurrence of an Event of Default by the other Party, the non-defaulting Party shall be entitled to take any or all action authorized by this Agreement after the occurrence of an Event of Default by the other Party, including legal proceedings to enforce any or all contractual rights or remedies, or pursue any or all other remedies or damages relating to such Event of Default available to the non-defaulting Party at law or in equity.

18. LEGAL ACTIONS. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages.

19. CUMULATIVE RIGHTS AND REMEDIES. The rights and remedies of the Parties under this Agreement are cumulative with all other rights or remedies of the Parties under this Agreement, at law, or in equity. The exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or a different time, of any other right or remedy for the same Default or Event of Default by the other Party or the same right or remedy for any other Default or Event of Default by the other Party.

20. CITY'S RESERVATION OF RIGHTS.

20.1 Government Action. By entering into this Agreement, neither City nor the City Council is obligating itself or any other Government regarding any discretionary action relating to the development, occupancy, use, or maintenance of the License Area, including re-zonings, variances, environmental clearances, or any Approval required to conduct the Permitted Use.

20.2 Resources. City reserves all right, title, and interest in all natural resources relating to the Property, including subsurface natural gas, oil, minerals, and water, on or within the Property.

21. EMINENT DOMAIN. If all or part of the License Area or any other part of the Property is taken through eminent domain proceedings or under threat of the exercise of the power of eminent domain by any Government with the power of eminent domain, City may terminate this Agreement immediately by Notice to Licensee. City may transfer its title or interest in the Property in lieu of condemnation to any Person entitled to exercise the power of eminent domain over the Property. City's exercise of any right or power under this Agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon City for inverse condemnation.

22. NO DISCRIMINATION OR SEGREGATION. Licensee covenants by and for itself, himself or herself, its, his or her heirs, executors, administrators, and assigns, and all Persons claiming under or through it, him or her, that neither Licensee nor any Person claiming under or through Licensee shall establish or allow any discrimination against or segregation of any Person or group of Persons on account of race, color, religion, gender, gender expression, gender identity, disability, sexual orientation, marital status, national origin, ancestry, familial status, or source of income in the use of the License Area.

23. NOTICES. All Notices submitted by a Party to the other Party under or as required by this Agreement shall be sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.), registered or certified first-class mail, postage prepaid, return receipt requested through the United States Postal Service, or by e-mail, to the address of the recipient Party designated below in this Section 23. Notices may be sent in the same manner to such other addresses as either Party may

from time to time designate by Notice in accordance with this Section 23. Notice shall be considered received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day the Notice is sent by messenger for immediate personal delivery, one (1) Business Day after delivery to a nationally recognized overnight delivery service, three (3) days after the Notice is deposited with the United States Postal Service in accordance with this Section 23, or on a Business Day sent by e-mail, if sent before 4:00 p.m. Pacific Time, otherwise on the next Business Day. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To City: City of San Diego
 Attn: Director, Department of Real Estate and Airport Management
 1200 Third Avenue, Suite 1700 (MS 51A)
 San Diego, CA 92101
 (619) 236-6020

 City of San Diego
 Attn: Senior Park Ranger, Open Space Div., Parks & Recreation Dept.
 202 C Street, 5th Floor (MS5D)
 San Diego, CA 92101
 (619) 685-1350

To Licensee: San Dieguito River Park Powers Authority
 Attn: Shawna Anderson, Executive Director
 18372 Sycamore Creek Road
 Escondido, CA 92025
 (858) 674-2275 ext. 13

24. TIME PERIOD CALCULATION. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months, and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

25. INTERPRETATION PRINCIPLES. No inference in favor of or against any Party shall be drawn from the fact that such Party drafted any part of this Agreement. The Parties participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term, or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to a document, including this Agreement, refers to such document, as modified from time to time (excepting any modification violating this Agreement), and includes all exhibits, schedules, addenda, and riders to such document. The word "or" in this Agreement includes the word "and," except where the context clearly requires otherwise. Every reference to a law, statute,

regulation, order, form, or similar Government requirement refers to each such requirement as amended, modified, renumbered, superseded, or succeeded, from time to time.

26. GOVERNING LAW. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

27. [RESERVED].

28. RELATIONSHIP OF PARTIES. The Parties each intend and agree that City and Licensee are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship, or association between them.

29. WARRANTY AGAINST PAYMENT OF CONSIDERATION FOR AGREEMENT. Licensee represents and warrants to City that: (a) Licensee has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees of Licensee; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Licensee or any of Licensee's agents, employees, or representatives to any elected or appointed official or employee of City in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties in this Section 29 shall entitle City to terminate this Agreement immediately. Upon any termination of this Agreement under this Section 29, Licensee shall immediately repay to City all payments made to or on behalf of Licensee by City (if any) under this Agreement prior to the Termination Date.

30. UNAVOIDABLE DELAY; EXTENSION OF TIME FOR PERFORMANCE. Performance by either Party under this Agreement shall not be considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) days after such Party knows of the Unavoidable Delay; and (b) within twenty (20) days after the Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. Notwithstanding anything to the contrary in this Agreement, no obligation of Licensee for payment of money under this Agreement may be delayed by the occurrence of an Unavoidable Delay, unless the delay in payment of money is due to an Unavoidable Delay that prevents or materially limits the ability to transfer funds by or between Federal or State chartered financial institutions.

31. NO OTHER REPRESENTATIONS OR WARRANTIES. Except as expressly set forth in this Agreement, no Party makes any representation or warranty material to this Agreement to the other Party.

32. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person

other than the Parties and their respective permitted successors and assigns (if any), nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

33. TIME OF THE ESSENCE. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence of this Agreement.

34. WAIVERS AND AMENDMENTS. Each waiver of a term, provision, covenant, condition, restriction, or agreement contained in this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. Failure to insist on strict compliance with a term, provision, covenant, condition, restriction, or agreement contained in this Agreement at any time or times shall not constitute a waiver of such term, provision, covenant, condition, restriction, or agreement at any other time, nor shall any waiver or relinquishment of any right or power under this Agreement at any time or times constitute a waiver or relinquishment of such right or power at any other time. Each amendment to this Agreement must be in writing and signed by the authorized representative(s) of both City and Licensee.

35. ACCESSIBILITY ASSESSMENT. City discloses to Licensee that the Property has not been inspected by a Certified Access Specialist (CASp). City further states:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

36. SURVIVAL OF AGREEMENT. All the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or after the Termination Date, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment, or expiration of all applicable statutory limitations periods, and all terms and conditions of this Agreement relating to dispute resolution and remedies shall survive the Termination Date.

37. INTEGRATION. This Agreement includes eighteen (18) pages and four (4) exhibits (the exhibits are incorporated into this Agreement by reference) constituting the entire understanding and agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous negotiations or agreements between the Parties relating to the subject matter of this Agreement.

38. TITLES AND HEADINGS FOR REFERENCE ONLY. The titles and headings of the articles, paragraphs, or sections of this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not in any way interpret, modify, or restrict

the meaning of any term, provision, covenant, condition, restriction, reservation, or agreement in this Agreement.

39. SEVERABILITY. If a term, provision, covenant, condition, restriction, or agreement contained in this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement, or the application of such a term, provision, covenant, condition, restriction, or agreement to Persons or circumstances other than those as to which the term or provision is invalid or unenforceable, shall not be affected by such invalidity. All remaining terms, provisions, covenants, conditions, restrictions, or agreements contained in this Agreement shall be valid and enforced to the fullest extent Law allows.

40. COUNTERPARTS. This Agreement may be signed in multiple counterpart originals, each of which shall be considered an original, and all of which shall constitute one and the same agreement.

41. ELECTRONIC SIGNATURES. The Parties agree: (a) to deliver and accept signatures on or under this Agreement by e-mail or electronic means (including digital signatures); and (b) that signatures delivered by e-mail or electronic means (including digital signatures) shall be binding as originals upon the Party so signing and delivering.

42. EXHIBITS. All the exhibits attached to this Agreement are described as follows:

EXHIBIT A	Definitions
EXHIBIT B	Property Legal Description
EXHIBIT C	License Area
EXHIBIT D	Insurance Requirements
EXHIBIT E	City Standard Contract Provisions

[Remainder of page intentionally blank. Signatures appear on immediately following page.]

**SIGNATURE PAGE
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

Licensee and City sign and enter into this Agreement by and through the signatures of their respective authorized representatives, as follow:

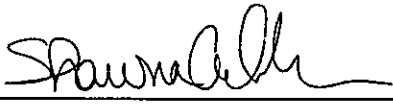
CITY:

The City of San Diego,
a California municipal corporation

By: _____
Christina Bibler
Director
Economic Development Department

LICENSEE:

The San Dieguito River Park Joint Powers
Authority, a California joint powers authority

By: 
Name: Shawna Anderson
Title: Executive Director

Approved as to form on

_____:

MARA W. ELLIOTT
City Attorney

By: _____
Brian Byun
Deputy City Attorney

**SIGNATURE PAGE
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

Licensee and City sign and enter into this Agreement by and through the signatures of their respective authorized representatives, as follow:

CITY:

The City of San Diego,
a California municipal corporation

By: _____



Christina Bibler
Director
Economic Development Department

LICENSEE:

The San Dieguito River Park Joint Powers
Authority, a California joint powers authority

By: _____



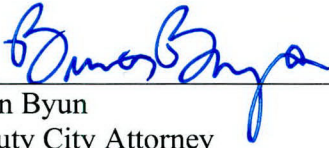
Name: Shawna Anderson
Title: Executive Director

Approved as to form on

_____ May 7, 2024 _____ :

MARA W. ELLIOTT
City Attorney

By: _____



Brian Byun
Deputy City Attorney

**EXHIBIT A
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

DEFINITIONS

1. **Approval**. Excluding this Agreement, all licenses, permits (including building, grading, demolition, alteration, use and special permits), approvals, consents, certificates, rulings, variances, authorizations, conditional use permits, or amendments to any of the foregoing, necessary or appropriate under any Law to commence, perform, or complete the Permitted Use on the License Area.
2. **Business Day**. Any weekday on which City is open to conduct regular City functions with City personnel.
3. **City**. Defined in the first paragraph of this Agreement.
4. **City Parties**. Collectively, City, the City Council, and all City elected officials, employees, agents, and attorneys.
5. **City Party**. Individually, City, the City Council, and each City elected official, employee, agent, or attorney.
6. **Claim**. Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity, or otherwise, or foreseeable or unforeseeable), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees, expenses and investigation costs of whatever kind or nature, and Legal Costs) and any judgment.
7. **County**. The County of San Diego, California.
8. **Default**. Any Monetary Default or Non-Monetary Default.
9. **Default Interest**. The lesser of eight percent (8%) annually or the maximum rate allowed by Law.
10. **Effective Date**. Defined in the first paragraph of this Agreement.
11. **Environmental Claim**. All Claims, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law relating to the Property, the Permitted Use, or any Hazardous Substance Discharge.
12. **Environmental Condition**. Any of the following events relating to the Property and arising from the Permitted Use, any action by a Licensee Party, or any failure to act by a Licensee Party that had a duty to act: (a) an actual or alleged violation of any Environmental Law; or (b) a Hazardous Substance Discharge.

13. Environmental Law. All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Government, now in effect or enacted after the Effective Date, regulating, relating to, or imposing liability or standards of conduct concerning: (a) any Hazardous Substance; (b) occupational health or industrial hygiene (only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under or about the Property or relating to the Permitted Use); (c) occupational or environmental conditions on, under or about the Property or relating to the Permitted Use; (d) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

14. Equity Interest. Any equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest, or other interest of an ownership or equity nature) in a Person.

15. Event of Default. The occurrence of any one or more of the following:

15.1 *Monetary Default*. A Monetary Default continuing for seven (7) days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid, including the nature and calculation of each such amount, or the evidence of insurance not delivered;

15.2 *Sign Removal*. Licensee's failure to remove an unauthorized Sign in accordance with Section 5.5;

15.3 *Licensee Transfer*. The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of Section 3.3;

15.4 *Other Use Interference*. Licensee's failure to eliminate the interference with the Other Uses within forty-eight (48) hours or some other mutually agreed upon amount of time after Notice from City that the Permitted Use interferes with the Other Uses, all in accordance with Section 3.2;

15.5 *Non-Monetary Default*. Any Non-Monetary Default, other than those specifically addressed in Sections 15.2, 15.3, or 15.4, that is not cured within thirty (30) days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) days after the date of Notice of the Non-Monetary Default to the Party in Default, the Party in Default shall not be in Default if it does all the following: (a) within thirty (30) days after the date of Notice of such Non-Monetary Default, Notify the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) within thirty (30) days after the date of Notice of such Non-Monetary Default, commence curing the Non-Monetary Default; and (c) complete the cure of the Non-Monetary Default within a reasonable time.

16. Federal. Relating to or under the authority of the federal government of the United States of America.

17. Government. Every governmental agency, authority, bureau, department, quasi-governmental body, utility, utility service provider, or other entity or instrumentality having or claiming jurisdiction over the Property or the Permitted Use, including the Federal, State, County, City (in City's governmental capacity) governments and their subdivisions and municipalities, including City, any planning commission, board of standards and appeals, building department,

zoning board of appeals, design review board or committee, the California Coastal Commission, and all other applicable governmental agencies, authorities, and subdivisions having or claiming jurisdiction over the Property or any activities on or at the Property.

18. [Reserved.]

19. Hazardous Substance. Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to the State to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical waste, toxic substance or related material, petroleum, petroleum product or any "hazardous" or "toxic" material, substance, or waste defined by those or similar terms or regulated as such under any Law, any matter, waste, or substance subject to any Law regulating, relating to, or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property, or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor, or any form of energy, from whatever source.

20. Hazardous Substance Discharge. Any deposit, discharge, generation, release, or spill of a Hazardous Substance occurring at, on, under, into, or from the Property, or during transportation of any Hazardous Substance to or from the Property, or arising at any time from activities conducted at, on, under, or from the Property, whether or not caused by a Party.

21. Indemnify. Indemnify, defend, and hold harmless the specified Person(s) from and against the Claim (alleged or otherwise), including Legal Costs and other costs incurred in enforcing the Party's indemnity obligation(s) relating to the Claim.

22. Law. Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to a Party, the Property, or the Permitted Use, or otherwise relating to a Party, this Agreement, the Permitted Use, or any Party's rights, obligations, or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

23. Legal Costs. In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses, and reasonable consultant and expert witness fees and expenses.

24. License Area. That part of the Property specifically described as the "License Area" in **EXHIBIT C** attached to this Agreement.

25. Licensee. Defined in the first paragraph of this Agreement.

26. License Fee. N/A.

27. Licensee Parties. Collectively, Licensee, its directors, officers, members, partners, employees, agents, contractors, attorneys, and all other Persons whom Licensee authorizes or allows to enter the License Area.

28. Licensee Party. Individually, Licensee, its directors, officers, members, partners, employees, agents, attorneys, or other Person whom Licensee authorizes or allows to enter the License Area.
29. Mayor. The Mayor of City or his or her designee or successor in function.
30. Monetary Default. Any failure by a Party to pay, deposit, or provide, when and as this Agreement requires, any amount of money or evidence of insurance coverage, whether to or with a Party or a Third Person.
31. Non-Monetary Default. The occurrence of any of the following events, except to the extent constituting a Monetary Default: (a) the failure of a Party to perform one of its obligations under this Agreement; (b) the failure of a Party to comply with a material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement.
32. Notice. Any consent, demand, designation, election, notice, or request relating to this Agreement. All Notices must be in writing.
33. Notify. To give a Notice.
34. Other Uses. Defined in Section 3.2.
35. Parties. Collectively, City and Licensee.
36. Party. Individually, either City or Licensee, as applicable.
37. Permitted Use. Defined in Section 5.1.
38. Person. Any association, corporation, Government, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.
39. Property. That certain real property owned by City specifically described in **EXHIBIT B** attached to this Agreement.
40. SDMC. San Diego Municipal Code.
41. Sign. Defined in Section 5.5.
42. State. The State of California.
43. Term. Defined in Section 14.
44. Termination Date. Defined in Section 14.
45. Third Person. Any Person that is not a City Party, a Licensee Party, or an affiliate of a Party.

46. Transfer. Any of the following events, whether occurring by operation of law, voluntarily or involuntarily, or directly or indirectly: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, license, or other transfer, whether direct or indirect, of all or any part of Licensee's legal, beneficial, or equitable interest in this Agreement; (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any direct or indirect Equity Interest(s) in Licensee by the owner(s) of such Equity Interest(s); (c) any transaction described in clause "(b)" affecting any Equity Interest(s) or any owner of Equity Interest(s) (or in any other direct or indirect owner at any higher tier of ownership) through any manner or means whatsoever; or (d) any transaction that is in substance equivalent to any of the transactions described in clauses "(a)" through "(c)" of this Section 46. A transaction affecting Equity Interests, as referred to in clauses "(b)" through "(d)" of this Section 46 shall be deemed a Transfer by Licensee even though Licensee is not technically the transferor. A "Transfer" shall not, however, include any transaction (provided that the other Party receives Notice of such transaction at least fifteen (15) days before the transaction is final) relating to any Equity Interest: (a) that constitutes a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under federal income tax law and the State real estate transfer tax; or (b) to any Person that, as of the Effective Date, holds an Equity Interest in, or is under common control with, the Person whose Equity Interest is being transferred.

47. Unavoidable Delay. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strike, labor trouble or other union activity, casualty, war, act of terrorism, riot, litigation, Government action, regional natural disaster, pandemic, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition, illiquidity, or insolvency.

**EXHIBIT B
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

PROPERTY LEGAL DESCRIPTION

That portion of Lot No. 1 of Fairbanks Ranch Country Club Unit No. 1, according to the Map thereof No. 10730, in the City of San Diego, filed in the Office of the County Recorder of the County of San Diego, State of California, described as follows:

Beginning at the Northerly terminus of the West line of said Lot 1; thence South 89°02'46" East along the boundary of Lot 1 a distance of 2,688.58 feet; thence North 00°36'06" East 20.00 feet; thence South 89°57'49" East 175.32 feet; thence 00°55'54" West 246.03 feet; thence South 65°34'37" East 227.34 feet; thence North 29°55'09" East 611.49 feet; thence South 72°03'30" East 587.57 feet; thence North 74°40'00" East 128.58 feet; thence North 23°11'55" East 106.62 feet; thence North 12°54'09" West 232.88 feet; thence North 46°58'30" West 143.63 feet; thence South 86°23'17" West 301.60 feet; thence North 19°19'23" East 163.19 feet; thence North 23°08'51" West 190.26 feet; thence North 29°08'26" East 12.54 feet to the beginning of a non-tangent 849.00-foot radius curve concave Northwesterly, a radial line to said point bears South 28°24'52" East; thence Northeasterly along the arc of said curve through a central angle of 23°43'57", a distance of 351.66 feet; thence leaving said curve along a non-tangent line North 41°16'49" East 63.42 feet to the beginning of a non-tangent 540.00-foot radius curve concave Northwesterly, a radial line to said point bears South 48°43'11" East; thence Northeasterly, along the arc of said curve through a central angle of 32°41'21", a distance of 308.09 feet; thence leaving said curve along a non-tangent line South 87°36'22" East 1,474.63 feet; thence leaving the boundary of said Lot 1 South 42°52'00" West 850.00 feet; thence South 41°20'34" West 522.34 feet to the beginning of a tangent 3,135.00-foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 21°38'43", a distance of 1,184.34 feet; thence leaving the arc of said curve along a radial line to said curve North 27°00'43" West 154.26 feet; thence North 53°39'49" West 120.00 feet; thence South 80°40'46" West 96.25 feet; thence South 25°51'38" West 95.00 feet; thence South 59°28'51" West 105.00 feet; thence North 66°12'16" West 80.00 feet; thence South 82°40'21" West 275.00 feet to the beginning of a tangent 175.00-foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 94°23'35", a distance of 288.31 feet; thence South 11°43'14" East 132.00 feet; thence South 78°16'46" West 1,186.00 feet to the beginning of a tangent 2,930.00-foot radius curve concave Northerly; thence Westerly along the arc of said curve through a central angle of 80°12'35", a distance of 470.97 feet, thence leaving the arc of said curve along a non-tangent line South 83°52'53" West 553.67 feet to a line which is parallel with and 10.00 feet North of the South line of said Lot 1; thence North 89°28'00" West a distance of 625.91 feet to the West line of said Lot 1; thence along said West line North 00°24'12" West 722.48 feet and North 01°31'23" East 404.64 feet to the Point of Beginning, except that portion of Lot 1 dedicated for Via De La Valle by City Council Resolution 262466.

**EXHIBIT C
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

LICENSE AREA

East boundary of that portion of Lot No. 1 of Fairbanks Ranch Country Club Unit No. 1, according to the Map thereof No. 10730, in the City of San Diego, filed in the Office of the County Recorder of the County of San Diego, State of California.

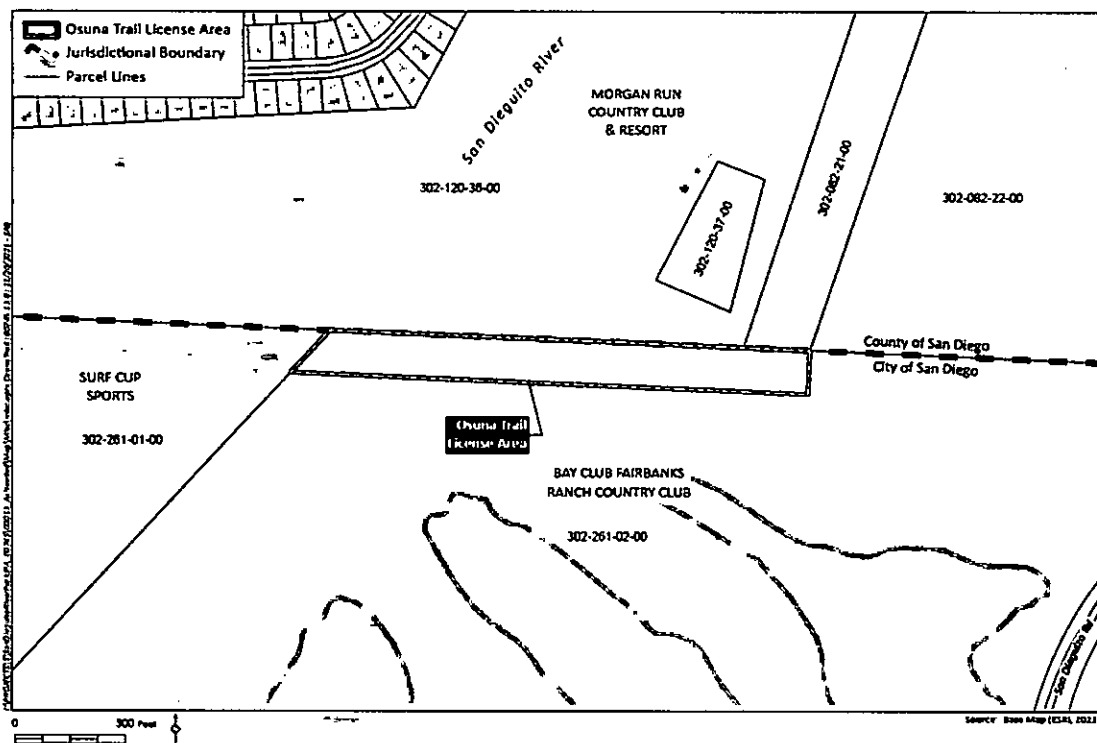


Exhibit C – Osuna Trail License Area

**EXHIBIT D
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

INSURANCE REQUIREMENTS

1. Required Insurance Coverage.

- 1.1. *Automobile Liability Insurance.* Insurance coverage against claims of personal injury (including bodily injury and death), and property damage covering all owned, leased, hired, and non-owned vehicles used by Licensee, with minimum limits for bodily injury and property damage of Two Million Dollars (\$2,000,000). Such insurance shall be provided by a business or commercial vehicle policy and may be provided through a combination of primary and excess or umbrella policies, all of which shall be subject to pre-approval by City, which pre-approval shall not be unreasonably withheld.
- 1.2. *Liability Insurance.* Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in or about the License Area or adjoining streets or passageways, at least as broad as Insurance Services Office Occurrence Form CG0001, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and Four Million Dollars (\$4,000,000) aggregate. Commercial general liability insurance coverage may be provided through a combination of primary and excess or umbrella insurance policies. If commercial general liability insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the License Area.
- 1.3. *Property Insurance.* Insurance providing coverage for the License Area and all improvements on or to the License Area against loss, damage, or destruction by fire or other hazards encompassed under Cause of Loss – Special Form of property insurance coverage then customarily used for like properties in the County, in an amount equal to one hundred percent (100%) of the replacement value (without deduction for depreciation) of all improvements (excluding excavations and foundations), and in any event sufficient to avoid co-insurance and with no co-insurance penalty provision, with “ordinance or law” coverage. To the extent customary for like properties in the County at the time, such insurance shall include coverage for explosion of steam and pressure boilers and similar apparatus located in or associated with the License Area, an “increased cost of construction” endorsement and an endorsement covering demolition and cost of debris removal.
- 1.4. *Workers Compensation Insurance.* Workers compensation insurance complying with the provisions of State law and an employer’s liability insurance policy, with a minimum liability limit of One Million Dollars (\$1,000,000) per accident for bodily injury, or disease, covering all employees of Licensee.

2. **Nature of Insurance.** The contents of this **EXHIBIT D** are sometimes referred to as the “**Insurance Requirements.**” All Liability Insurance, Automobile Liability Insurance, Property Insurance, and Workers Compensation Insurance policies required by these Insurance Requirements shall be issued by carriers that: (a) are listed in the then current “Best’s Key Rating Guide—Property/Casualty—United States & Canada” publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of “A-” and a minimum financial size category of “VII” (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the State by the State Department of Insurance. Licensee may provide any insurance under a “blanket” or “umbrella” insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the License Area, which amount(s) shall equal or exceed the amount(s) required by these Insurance Requirements; and (ii) such policy otherwise complies with the requirements of these Insurance Requirements.
3. **Policy Requirements and Endorsements.** All insurance policies required by these Insurance Requirements shall contain (by endorsement or otherwise) the following provisions:
 - 3.1. *Insured.* Liability Insurance policies shall name the City Parties as “additional insured.” The coverage afforded to the City Parties shall be at least as broad as that afforded to Licensee regarding the License Area and may not contain any terms, conditions, exclusions, or limitations applicable to the City Parties that do not apply to Licensee.
 - 3.2. *Primary Coverage.* Any insurance or self-insurance maintained by the City Parties shall be excess of all insurance required to be maintained by Licensee under these Insurance Requirements and shall not contribute with any insurance required to be maintained by Licensee under these Insurance Requirements.
 - 3.3. *Contractual Liability.* Liability Insurance policies shall contain contractual liability coverage for Licensee’s Indemnity obligations under this Agreement. Licensee’s obtaining or failing to obtain such contractual liability coverage shall not relieve Licensee from nor satisfy any Indemnity obligation of Licensee under this Agreement.
 - 3.4. *Deliveries to City.* Evidence of Licensee’s maintenance of all insurance policies required by these Insurance Requirements shall be delivered to City before the Effective Date. No later than ten (10) days before any insurance required by these Insurance Requirements expires, is cancelled or its liability limits are reduced or exhausted, Licensee shall deliver to City evidence of Licensee’s maintenance of all insurance required by these Insurance Requirements. Each insurance policy required by these Insurance Requirements shall be endorsed to state that coverage shall not be cancelled, suspended, voided, reduced in coverage or in limits, except after thirty (30) days’ advance Notice of such action to City. Phrases such as “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall not be included in the cancellation

wording of any certificates or policies of insurance applicable to the City Parties under these Insurance Requirements.

- 3.5. *Waiver of Certain Claims.* Licensee shall cause each insurance carrier providing any Liability Insurance, Worker's Compensation Insurance, or Automobile Liability Insurance coverage under these Insurance Requirements to endorse their applicable policy(ies) with a Waiver of Subrogation (defined below) with respect to the City Parties, if not originally in the policy. To the extent Licensee obtains an insurance policy covering both the Licensee Parties and the City Parties and containing a Waiver of Subrogation, the Parties release each other from any Claims for damage to any Person or property to the extent such Claims are paid by the insurance carrier under such insurance policy. "**Waiver of Subrogation**" means and refers to a provision in, or endorsement to, any insurance policy, under which the carrier agrees to waive rights of recovery by way of subrogation against the City Parties for any loss such insurance policy covers.
- 3.6. *No Representation.* No Party makes any representation that the limits, scope, or forms of insurance coverage required by these Insurance Requirements are adequate or sufficient.
- 3.7. *No Claims Made Coverage.* None of the insurance coverage required by these Insurance Requirements may be written on a claims-made basis.
- 3.8. *Fully Paid and Non-Assessable.* All insurance obtained and maintained by Licensee in satisfaction of these Insurance Requirements shall be fully paid for and non-assessable.
- 3.9. *Separation of Insured.* All Liability Insurance and Automobile Liability Insurance shall provide for separation of insured for Licensee and the City Parties. Insurance policies obtained in satisfaction of these Insurance Requirements may provide a cross-suits exclusion for suits between named insured Persons but shall not exclude suits between named insured Persons and additional insured Persons.
- 3.10. *Deductibles and Self-Insured Retentions.* All deductibles or self-insured retentions under insurance policies required by these Insurance Requirements shall be declared to and approved by City. Licensee shall pay all such deductibles or self-insured retentions regarding the City Parties. Each insurance policy issued in satisfaction of these Insurance Requirements shall provide that, to the extent Licensee fails to pay all or any portion of a self-insured retention under such policy in reference to an otherwise insured loss, City may pay the unpaid portion of such self-insured retention, in City's sole and absolute discretion. All amounts paid by City toward self-insured retentions regarding insurance policies covering the City Parties under these Insurance Requirements shall be reimbursed to City by Licensee in the same manner that insurance costs are reimbursable to City from Licensee under Section 5 of these Insurance Requirements.
- 3.11. *No Separate Insurance.* Licensee shall not carry separate or additional insurance coverage concurrent in form or contributing in the event of loss with insurance

coverage required by these Insurance Requirements unless the City Parties are made additional insured under such insurance coverage.

4. **Insurance Independent of Indemnification.** These Insurance Requirements, are independent of the Parties' Indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit or modify the Parties' Indemnification or other obligations or to limit the Parties' liability under this Agreement, whether within, outside or in excess of such coverage, and regardless of solvency or insolvency of the insurer issuing the coverage, nor shall the provision of such insurance preclude City from taking such other actions as are available to City under any other provision of this Agreement or otherwise at law or in equity.
5. **City Option to Obtain Coverage.** During the continuance of an Event of Default arising from the failure of Licensee to carry any insurance coverage required by these Insurance Requirements, City may, in City's sole and absolute discretion, purchase such required insurance coverage. City shall be entitled to immediate payment from Licensee of all premiums and associated reasonable costs paid by City to obtain such insurance coverage. Each amount becoming due and payable to City under this Section 5 that is not paid within fifteen (15) days after Notice from City with an explanation of the amounts owed, will accrue Default Interest from the date incurred until paid. Election by City to purchase or not to purchase insurance coverage otherwise required by these Insurance Requirements to be carried by Licensee shall not relieve Licensee of any Default or Event of Default or Licensee's obligation to obtain and maintain any insurance coverage required by these Insurance Requirements.

**EXHIBIT E
TO
LICENSE AGREEMENT**

**(Osuna Segment of Coast to Crest Trail Project –
San Dieguito River Park Joint Powers Authority)**

CITY STANDARD CONTRACT PROVISIONS

1. **Licensee Certifications of Compliance.** By signing this Agreement, Licensee agrees and certifies that Licensee is aware of, and will comply with, all the following requirements in performance of this Agreement:

1.1. Licensee Certification for Americans with Disabilities Act ("ADA") and State Access Laws and Regulations. Licensee shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Licensee shall comply with the most restrictive requirement (i.e., that which provides the most access). Licensee also shall comply with the City's ADA Compliance/City Contractors requirements set forth in Council Policy 100-04, which is incorporated into this Agreement by reference. Licensee warrants and certifies compliance with all Federal and State access laws and regulations and further certifies that all subcontracts relating to this Agreement, or the License Area will contain the subcontractor's agreement to abide by the provisions of Council Policy 100-04 and all applicable Federal and State access laws and regulations.

1.2. Compliance with City's Equal Opportunity Contracting Program ("EOCP"). Licensee shall comply with all EOCP requirements. Licensee shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Licensee shall provide equal opportunity in all employment practices. Licensee shall ensure that its subcontractors comply with the EOCP. Nothing in this Section 1.2 shall be interpreted to hold Licensee liable for any discriminatory practice of its subcontractors. Prior to commencing the Permitted Use on the License Area, Licensee shall contact the EOCP staff to determine compliance with all applicable rules and regulations.

1.3. Equal Benefits Ordinance Certification. Unless an exception applies, Licensee shall comply with the "Equal Benefits Ordinance" codified in San Diego Municipal Code ("SDMC") section 22.4308.

1.4. Equal Pay Ordinance. Unless an exception applies, Licensee shall comply with the "Equal Pay Ordinance" codified in SDMC sections 22.4801 through 22.4809. Licensee shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of Licensee to the same extent as it would apply to Licensee. Licensee shall require all its subcontractors to certify compliance with the Equal Pay Ordinance in written subcontracts.

1.5. Product Endorsement. Licensee shall comply with Council Policy 000-41 concerning product endorsement requiring that any advertisement referring to City as a user of a good or service must have the prior written approval of the Mayor.

RESOLUTION NUMBER R- 315465DATE OF FINAL PASSAGE APR 22 2024

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING A 25-YEAR LICENSE
AGREEMENT, INCLUDING RECURRING 10-YEAR
OPTIONS TO EXTEND THE TERM, WITH THE SAN
DIEGUITO RIVER PARK JOINT POWERS AUTHORITY FOR
THE OSUNA SEGMENT OF THE COAST TO CREST TRAIL
IN THE FAIRBANKS RANCH COMMUNITY.

WHEREAS, the City of San Diego (City) is a party to that certain Joint Exercise of Powers Agreement (as amended, JEPA) between the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego, and Solana Beach, creating the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA); and

WHEREAS, under the authority of the JEPA, the JPA is constructing the Coast to Crest Trail, a 71-mile-long, non-vehicular, and multi-use regional trail that will ultimately extend from the Pacific Ocean in Del Mar to Volcan Mountain just north of Julian (CTC Trail); and

WHEREAS, the JPA proposes to construct a one-mile long segment of the CTC Trail on a portion of City-owned property (APN 302-261-02-00) in the Fairbanks Ranch community, which the City currently leases to the Bay Club Fairbanks Ranch Country Club (Osuna Segment); and

WHEREAS, the JPA seeks the City's permission to construct, operate, and maintain the Osuna Segment under the terms and conditions of a long-term license agreement (License); and

WHEREAS, in light of the public benefit to be provided, the City has not required the JPA to pay any monetary consideration to the City for the License; and

WHEREAS, the Office of the City Attorney has drafted this Resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT RESOLVED, by the City Council of the City of San Diego, as follows:

1. The Council approves the License, permitting the JPA to construct, operate, and maintain the Osuna Segment of the CTC Trail under the terms and conditions of the License.
2. The Mayor or designee is authorized, on behalf of the City, to sign and deliver the License and all documents necessary or appropriate to perform the City's obligations under the License. A copy of the License, when fully signed, shall be placed on file in the Office of the City Clerk as Document No. RR- 315465.

APPROVED: MARA W. ELLIOTT, City Attorney

By Kevin Reich /for
Brian W. Byun
Deputy City Attorney

BWB:nja
04/15/2024
Or. Dept: READ
Doc. No. 3565016

(R-2024-420)

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 09 2024

DIANA J.S. FUENTES
City Clerk

By Kristell Medina
Deputy City Clerk

Approved: 4/22/24
(date)

Todd Gloria
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on APR 09 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	☒	☐	☐	☐
Jennifer Campbell	☒	☐	☐	☐
Stephen Whitburn	☒	☐	☐	☐
Henry L. Foster III	☒	☐	☐	☐
Marni von Wilpert	☒	☐	☐	☐
Kent Lee	☒	☐	☐	☐
Raul A. Campillo	☒	☐	☐	☐
Vivian Moreno	☒	☐	☐	☐
Sean Elo-Rivera	☒	☐	☐	☐

Date of final passage APR 22 2024

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By Kristel Medina Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 315465

Passed by the Council of The City of San Diego on April 9, 2024, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, FOSTER, VON WILPERT, LEE,

CAMPILLO, MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Krystell Medina, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315465 approved on April 9, 2024. The date of final passage
is April 22, 2024.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Krystell Medina, Deputy



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Agenda

Summary

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LIST OF AGENDA ITEMS FOR THE REGULAR COUNCIL MEETING OF TUESDAY, **APRIL 9, 2024, 10:00 A.M.**

For more information on how to participate and comment on an issue at Council meetings, click this link.

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ANTICIPATED ORDER OF BUSINESS

CALL THE MEETING TO ORDER – Council President Elo-Rivera

ROLL CALL – City Clerk Fuentes

PLEDGE OF ALLEGIANCE

APPROVAL OF COUNCIL MINUTES

2/26/2024

2/27/2024

3/04/2024 – Adjourned

3/05/2024 – Adjourned

CONSENT AGENDA

Items pulled from the Consent Agenda will be taken immediately following Proclamation Items.

CONSENT ITEMS: 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124.

ITEM 50: Sixth Amendment to Cooperative Agreement Contract Between the City of San Diego and Herc Rentals, Inc. for Equipment Rental and Related Products and Services. (Citywide.)

6 votes required pursuant to Charter Section 99.

Scan

Correspondence

- ITEM 51: 1st Amendment to the As Needed Agreements with Arcadis U.S., Inc. (H186997), Kleinfelder Constructic Services, Inc. (H186998), and WSP USA, Inc. (formerly Louis Berger U.S., Inc.) (H186999). (Citywide.)
6 votes required pursuant to Charter Section 99.
- ITEM 52: Authorization of a Second Amendment to the Toyota Motor Sales and San Diego Toyota Dealers Advertising Association Marketing Agreement. (Citywide.)
6 votes required pursuant to Charter Section 99.
- ITEM 53: Second Amendment to the As-Needed Engineering Services Agreements with Kleinfelder, Inc. for Contract 3 (H187008) and HDR Engineering, Inc. for Contract 4 (H187009). (Citywide.)
6 votes required pursuant to Charter Section 99.
- ITEM 54: ***This item has been removed.***
- ITEM 55: Fifth Amendment to Bentley Systems Contract for Computer-Aided Drafting and Design (CADD) Application Services. (Citywide.)
6 votes required pursuant to Charter Section 99.

(The ordinance was introduced on 3/12/2024, Item 50. Council voted 8-0, District 4-vacant.)

- ITEM 56: Extension of the Operating Agreement Between the City of San Diego and Civic San Diego to Provide Successor Agency and Housing Successor Services. (Citywide.)
6 votes required pursuant to Charter Section 99.

(The ordinance was introduced on 3/12/2024, Item 51. Council voted 8-0, District 4-vacant.)

- ITEM 57: Third Amendment to Agreement for Engineering Services, Contract #H105180, with Nasland Engineerir for the Project Coastal Rail Trail Project Design and Engineering Services. (District 1.)
6 votes required pursuant to Charter Section 99.

(The ordinance was introduced on 3/12/2024, Item 52. Council voted 8-0, District 4-vacant.)

- ITEM 58: Exemption of One Program Coordinator Position for the Office of the Chief Operating Officer from the Classified Service. (Citywide.)

(The ordinance was introduced on 3/12/2024, Item 53. Council voted 8-0, District 4-vacant.)

- ITEM 59: Amendment to Agreement with Dokken Eng for Palm Ave I-805 Project.
(District 8.)
6 votes required pursuant to Charter Section 99.

(The ordinance was introduced on 3/12/2024, Item 54. Council voted 8-0, District 4-vacant.)

- ITEM 60: Second Amendment to Agreement for Engineering Services, Contract #H197062, with Rick Engineering Company for the Design of Streamview Drive Improvements Phase II Project. (Districts 4, 9.)
6 votes required pursuant to Charter Section 99.

(The ordinance was introduced on 3/12/2024, Item 64, Subitem B. Council voted 8-0, District 4-vacant.)

- ITEM 61: **Award Fourth Amendment to the Consultant Agreement (H115417) with Lee and Ro Inc. for Profession. Design and Construction Support Services of Pump Station 2 - Power Reliability & Surge Protection Project.** (District 2.)
6 votes required pursuant to Charter Section 99.

- ITEM 100: Resolution in Support of Upholding the Prohibitions on New Oil and Gas Wells and Opposing the Referendum on the November 2024 Ballot Which Would Overturn SB 1137 and Urges a Vote to "Keep the Law". (Citywide.)

- ITEM 101: Approval of Premises Schedule #3 to Master Energy Services Agreement with Energy Center San Diego LLC to Provide Chilled Water to the Balboa Theater Property Located at 868 Fourth Avenue, in the City

San Diego. (District 3.)

- ITEM 102: Approval of the Elimination of Library Department Juvenile Accounts Referred to Collections and the Creation of a Program to Provide Youth with a One-Time Opportunity to Clear Charges for the Cost of Lost Library Materials. (Citywide.)
- ITEM 103: Approval of 5-Year Contract with UBM Enterprises, Inc. for Janitorial Services for the Library System. (Citywide.)
- ITEM 104: Ratification of Contract Spend for Contract Between the City of San Diego and United Site Services of California, Inc. for Full Service Mobile Shower Rental. (Citywide.)
- ITEM 105: Authorization to Execute a Cooperative Procurement Contract with Mansfield Oil for the Supply and Delivery of Fuel and Fuel-Related Services. (Citywide.)
- ITEM 106: Twenty (20) Year Lease Agreement with The United States of America Federal Aviation Administration (FAA). (District 2.)
- ITEM 107: First Amendment to the Lease at 9444 Balboa Avenue, San Diego, CA 92123, Between Balboa Building Owner LLC and the City of San Diego. (District 6.)
- ITEM 108: Third Amendment to the Citywide Security Service Agreement with Invicta Security CA Corporation dba Allstate Security. (Citywide.)
- ITEM 109: [Osuna Segment of Coast to Crest Trail Project - San Dieguito River Park Joint Powers Authority License Agreement](#). (District 1.)
- ITEM 110: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocations from Council District 9 to 3 Nonprofit Organizations. (District 9.)
- ITEM 111: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocations from Council District 1 to 4 Nonprofit Organizations. (District 1.)
- ITEM 112: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocation(s) from Council District 2 to 5 Nonprofit Organizations. (District 2.)
- ITEM 113: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocations from Council District 3 to 8 Nonprofit Organizations. (District 3.)
- ITEM 114: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocation(s) from Council District 4 to 2 Nonprofit Organizations. (District 4.)
- ITEM 115: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocations from Council District 5 to 5 Nonprofit Organizations. (District 5.)
- ITEM 116: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocation(s) from Council District 6 to 8 Nonprofit Organizations. (District 6.)
- ITEM 117: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocations from Council District 7 to 14 Nonprofit Organizations. (District 7.)
- ITEM 118: FY 2024 Arts, Culture and Community Festivals (ACCF) Funding Allocation(s) from Council District 8 to 9 Nonprofit Organizations. (District 8.)

- ITEM 119: Affordable Housing and Sustainable Communities Grant Acceptance and Implementation of Downtown Mobility Plan Improvements. (District 3.)
- ITEM 120: Ready, Set, Grow San Diego IRA Urban and Community Forestry Grant Funding in an Amount of \$10,000,000. (Districts 4, 7, 8, 9.)
- ITEM 121: Garnet Ave and Logan Ave Series Circuit Conversions HUD EDI CPF Grant Funding in Amounts of \$2,000,000 and \$1,500,000. (Districts 2, 8.)
- ITEM 122: Appointment to the Board of Library Commissioners. (District 3.)
- ITEM 123: Appointments and Reappointments to the Community Forest Advisory Board. (Districts 2, 4, 6, 8.)
- ITEM 124: Appointment to the Planning Commission. (District 9.)

MAYOR, COUNCIL, CITY ATTORNEY, INDEPENDENT BUDGET ANALYST, CITY CLERK COMMENT

PROCLAMATION/CEREMONIAL ITEMS

The following Proclamation/Ceremonial items will NOT be presented in Council Chambers.

- ITEM 30: Mayor Gloria, City Attorney Elliott, and Council President Pro Tem LaCava:
Proclaiming April 24, 2024, to be "Denim Day 2024" in the City of San Diego.
- ITEM 31: Council President Elo-Rivera:
Proclaiming the week of April 8-12, to be "San Diego Saves Week 2024" in the City of San Diego.
- ITEM 32: Council President Elo-Rivera, Council President Pro Tem LaCava, Councilmember Whitburn, and Councilmember Campillo:
Proclaiming the month of May 2024 to be "San Diego Bike Month" in the City of San Diego.
- ITEM 33: Council President Elo-Rivera and Councilmember Lee:
Proclaiming April 21, 2024, to be "Choul Chnam Thmey Moha Songkran Day" in the City of San Diego.
- ITEM 34: Council President Pro Tem LaCava:
Proclaiming April 18, 2024, to be "Mt. Soledad National Veterans Memorial 70th Anniversary Day" in the City of San Diego.
- ITEM 35: Council President Pro Tem LaCava:
Proclaiming April 2024 to be "Child Abuse Prevention Month" in the City of San Diego.
- ITEM 36: Councilmember Lee:
Proclaiming April 18, 2024, to be "Soapy Joe's Day" in the City of San Diego.
- ITEM 37: Councilmember Lee:
Proclaiming the week of April 6 - 12, 2024, to be "Week of the Young Child" in the City of San Diego.
- ITEM 38: Councilmember Lee:
Proclaiming May 11, 2024, to be "Letter Carriers' Stamp Out Hunger® Food Drive Day" in the City of San Diego.
- ITEM 39: Councilmember Campillo:
Proclaiming April 27, 2024, to be "39th Annual Linda Vista Multi-Cultural Fair & Parade Day" in the City of San Diego.

- ITEM 40: Councilmember Campillo:
Proclaiming April 27, 2024, to be "Janet Kaye Day" in the City of San Diego.
- ITEM S500: Councilmember Whitburn:
Proclaiming March 30, 2024, to be "Jerry Turner Day" in the City of San Diego.
- ITEM S501: Councilmember von Wilpert:
Proclaiming February 23, 2024, as "Arden Pala Day" in the City of San Diego.
- ITEM S502: Councilmember von Wilpert:
Proclaiming April 14-20, 2024, as "National Public Safety Dispatcher Week" in the City of San Diego.

ITEMS PULLED FROM CONSENT AGENDA

DISCUSSION/INFORMATION AGENDA

These items will be considered in the morning session which is scheduled to begin at 10:00 a.m.

- ITEM 330: Consummation of Settlement Agreement by Approval of (1) Encroachment Maintenance and Removal Agreement and (2) Easement Agreement Related to Portion of City-Owned Real Property Located at Third Avenue and Olive Street, San Diego, CA (APN 452-718-01) with the Owner of the Adjacent Property at 2765 Second Ave, San Diego, CA 92103 (APN 452-718-02), Jennifer J. Hasso-Najm, Trustee of The Najm Family Trust Dated 05-19-97. (District 3.)
- ITEM 331: Contract Between City of San Diego and Goforth & Marti (dba GM Business Interiors) for Herman Miller System Brand Office Furniture and Related Services. (Citywide.)
- ITEM 332: Four-Year, Four-Month Retroactive Standard Space Lease with the Federal Aviation Administration for Approximately 7,736 Square Feet of Office Space at Montgomery-Gibbs Executive Airport, Located at 8525 Gibbs Drive, Suite 120, San Diego, CA 92123, and a Waiver of Requirements in Council Policy 70C 10 and Council Policy 300-11. (District 7.)

NON-AGENDA PUBLIC COMMENT

NOON RECESS. RECONVENE COUNCIL TODAY AT 2:00 P.M. OR SHORTLY THEREAFTER.

LIST OF AGENDA ITEMS FOR THE REGULAR COUNCIL MEETING OF TUESDAY, APRIL 9, 2024, 2:00 P.M.

ANTICIPATED ORDER OF BUSINESS

CALL THE MEETING TO ORDER – Council President Elo-Rivera

ROLL CALL – City Clerk Fuentes

INFORMATIONAL ITEMS

- ITEM 334: Performance Audit of the City's Street Maintenance Program. (Citywide.)
- ITEM 333: Transportation Department Pavement Management Plan. (Citywide.)

DISCUSSION AGENDA

- ITEM 335: Authorization for the Public Facilities Financing Authority of the City of San Diego Sewer Revenue Bond: (Citywide.)
6 votes required pursuant to Charter Section 99.
- ITEM 336: Appropriation and Expenditure of Water Infrastructure Finance and Innovation Act (WIFIA) Loan and De Funded General Fund Capital Improvement Program Funds, and Authorization of Consolidated Budget Adjustments for Stormwater Capital Improvement Program. (Citywide.)
- ITEM 337: Authorization of the Retention of Hawkins Delafield & Wood LLP as Outside Counsel for Legal Matters Related to the City's Water Utility Fund. (Citywide.)
- ITEM 338: Authorization of the Retention of Stradling Yocca Carlson & Rauth LLP as Outside Counsel for Legal Matters Related to the City's General Fund. (Citywide.)

ADJOURNMENT IN MEMORY
ADJOURN COUNCIL TO THE NEXT REGULAR COUNCIL MEETING ON
MONDAY, APRIL 22, 2024, AT 10:00 A.M.

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Agenda

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THE LAND USE AND HOUSING COMMITTEE OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO

COUNCILMEMBER KENT LEE, CHAIR
COUNCIL PRESIDENT PRO TEM JOE LACAVA, VICE CHAIR
COUNCILMEMBER STEPHEN WHITBURN
COUNCILMEMBER VIVIAN MORENO

AGENDA FOR THE COMMITTEE MEETING OF
THURSDAY, MARCH 21, 2024 AT 1:00 P.M.
CITY ADMINISTRATION BUILDING
COUNCIL CHAMBERS – 12TH FLOOR
202 “C” STREET, SAN DIEGO, CA 92101

For Information, contact Council Administration

Email: CouncilCommittee@sandiego.gov (mailto:CouncilCommittee@sandiego.gov) or
(619) 533 - 4474

FURTHER INFORMATION ON HOW TO PARTICIPATE IN THIS MEETING IS FOUND AT THE END OF THE AGENDA:

In lieu of in-person attendance, members of the public may participate and provide comment via telephone, using the Land Use and Housing Committee [webform](https://www.sandiego.gov/council-committees/luh-committee-public-comment-form) (<https://www.sandiego.gov/council-committees/luh-committee-public-comment-form>), email submission or via U.S. Mail of written materials, as follows:

Joining the Webinar and Offering Phone-in Testimony

The City Council Committee meetings will continue to be held virtually using the Zoom Webinar platform. Members of the public can offer public comment on agendized items or during Non-Agenda Public Comment by

Maaaring humiling ng mga serbisyo ng pagsasalin sa wika upang magbigay ng pampublikong komento sa pamamagitan ng pakikipag-ugnayan sa Committee Consultant (Kasangguni ng Komite) sa (619) 533-4474 o pag-email sa: CouncilCommittee@sandiego.gov. Ang Lungsod ay nakatuon sa mabilis na pagtugon sa mga kahilingan sa pagsasalin sa wika upang mapahusay ang pakikibahagi ng publiko.

Việc yêu cầu dịch vụ phiên dịch nhằm cung cấp ý kiến cộng đồng có thể được thực hiện bằng cách liên lạc với Tư vấn viên Ủy ban theo số (619) 533-4474 hoặc gửi email đến: CouncilCommittee@sandiego.gov. Thành phố cam kết giải quyết các yêu cầu phiên dịch ngôn ngữ một cách nhanh chóng để tối đa hóa sự tham gia của cộng đồng.

ROLL CALL:

APPROVAL OF COMMITTEE MINUTES:

February 1, 2024

NON-AGENDA PUBLIC COMMENT:

COMMITTEE MEMBERS, MAYOR, INDEPENDENT BUDGET ANALYST, CITY ATTORNEY COMMENT:

REQUESTS FOR CONTINUANCE:

CONSENT AGENDA:

- ITEM-1: Twenty (20) Year Lease Agreement with The United States of America Federal Aviation Administration (FAA)
Department of Real Estate and Airport Management; Christina Bibler, (619) 236-6421
- ITEM-2: First Amendment to the Lease at 9444 Balboa Avenue, San Diego, CA 92123, between Balboa Building Owner LLC and the City of San Diego
Department of Real Estate and Airport Management; Christina Bibler, (619) 236-6421
- ITEM-3: Osuna Segment of Coast to Crest Trail Project - San Dieguito River Park Joint Powers Authority License Agreement

Department of Real Estate and Airport Management; Christina Bibler, (619) 236-6421

DISCUSSION AGENDA:

- ITEM-4: Lease for 550 West C Street, Suites 1200 & 1300, in San Diego, CA between the City of San Diego and 550 Corporate Center Investment Group, Inc.
Department of Real Estate and Airport Management; Christina Bibler, (619) 236-6421
- ITEM-5: Sublease Agreement for 7650 Mission Valley Road, San Diego, CA between the City of San Diego and Wawanesa General Insurance Company, Inc.
Department of Real Estate and Airport Management; Andrew Zimsky, (619) 236-6081
- ITEM-6: Planning Group Recognition and Amendments to Council Policy 600-24
Planning; Marlon I. Pangilinan, (619) 235-5293
- ITEM-7: Proposed sale of the City-owned single-family home located at 123 E. Seaward Ave to Casa Familiar.
Department of Real Estate and Airport Management; Marc Frederick, (619) 236-6733
- ITEM-8: First Amendment to City of San Diego Percentage Lease between the City of San Diego and Mission Bay Sport Center for City-owned property located at 1010 Santa Clara Place, San Diego, California 92109, commonly known as the Mission Bay Sports Center
Department of Real Estate and Airport Management; Christina Bibler, (619) 236-6421

INFORMATION AGENDA:

- ITEM-9: Informational update on Department performance
Development Services; Renee Mezo, (619) 236-6033

Kent Lee
Chair

How To Speak To A Particular Item or during Non-Agenda Public Comment:

In Person

Please fill out a speaker slip located at the entrance to Council Chambers. Indicate the item you wish to speak on as well as other requested information. Then submit it to the Committee Consultant at the box indicated near the speaker's lectern at the front of the room. Non-Agenda Public Comment speakers may not allocate their time to other speakers.

Via Virtual Platform

When the Chair introduces the item you would like to comment on (or indicates it is time for Non-Agenda Public Comment), raise your hand by either tapping the "Raise Your Hand" button on your computer, tablet, or Smartphone, or by dialing *9 on your phone. You will be taken in the order in which you raised your hand. You may only speak once on a particular item.

Members of the public who wish to provide testimony via a call-in or an internet-based service option must enter the virtual speaking queue within five minutes after the conclusion of in-person public testimony or before the virtual speaking queue is exhausted, whichever occurs first. Virtual speakers may not allocate their time to other speakers.

When the Committee Liaison indicates it is your turn to speak, unmute your phone by tapping the Unmute button on your computer, tablet or Smartphone, or dial *6 on your phone.

Written Comment through Webform:

Comment on Agenda Items may be submitted using the webform (<https://www.sandiego.gov/council-committees/luh-committee-public-comment-form>) indicating the agenda item number for which you wish to submit your comment. Comments received by the start of the meeting will be distributed to the Committee Members and posted online with the meeting materials. All webform comments are limited to 200 words. Comments received after the start of the meeting but before the item is called will be submitted into the written record for the relevant item.

Written Materials. If you wish to submit written materials for submission into the record or have an attachment to your comment, you may email it to CouncilCommittee@sandiego.gov (mailto:CouncilCommittee@sandiego.gov) or submit via U.S. Mail 202 C Street, MS3A San Diego, CA 92101. Materials submitted via e-mail will be distributed to the Committee Members in accordance with the deadlines described above. Materials submitted via U.S. Mail will need to be received the business day prior in order for it to be distributed to the Committee.

The public may view the meetings on public television (within the City of San Diego only) on City TV Channel 24 for Cox Communications and Time Warner Cable or Channel 99 for AT&T, or [view the meetings online \(link is external\)](http://sandiego.granicus.com/ViewPublisher.php?view_id=31) (http://sandiego.granicus.com/ViewPublisher.php?view_id=31)

SENATE BILL 343 (LATE-ARRIVING MATERIALS)

Pursuant to California Senate Bill 343 (Section 54957.5(b) of the Brown Act), late-arriving documents related to the Committee meeting agenda items which are distributed to the legislative body prior to and during the Committee meeting are available for public review in the City Information Center on the First Floor Lobby of the City Administration Building, 202 C Street, San Diego, CA 92101. This relates to those documents received after the agenda is publicly noticed and during the 72 hours prior to the start of the meeting. Please note:

Approximately one hour prior to the start of the Committee Meeting, the documents will be available just outside

accessing the meeting online using a desktop computer, laptop, tablet, or Smartphone, or by calling into the meeting using a Smartphone, cellular phone, or land line.

The link to join the Meeting Webinar by computer, tablet, or Smartphone is:

<https://sandiego.zoomgov.com/j/1612865933> (<https://sandiego.zoomgov.com/j/1612865933>)

To join by telephone:

Dial 1-669-254 5252

When prompted, input Webinar ID: 161 286 5933#

REQUESTS FOR ACCESSIBILITY MODIFICATIONS OR ACCOMMODATIONS

This information will be made available in alternative formats upon request, as required by the Americans with Disabilities Act (ADA), by contacting the Committee Liaison at (619) 533-4474 or CouncilCommittee@sandiego.gov (<mailto:CouncilCommittee@sandiego.gov>). Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters, require different lead times, ranging from five business days to two weeks. Please keep this in mind and provide as much advance notice as possible in order to ensure availability. Assistive Listening Devices (ALDs) are available in Council Committee Room upon request.

Requests for translation services to offer public comment may be made by contacting the Committee Consultant at (619) 533-4474 or email to: CouncilCommittee@sandiego.gov (<mailto:CouncilCommittee@sandiego.gov>). The City is committed to addressing language translation requests swiftly in order to maximize public participation.

Se pueden solicitar servicios de traducción para ofrecer comentarios públicos comunicándose con el Consultor del Comité al (619) 533-4474 o por correo electrónico a: CouncilCommittee@sandiego.gov. La Ciudad se compromete a atender rápidamente las solicitudes de traducción de idiomas para maximizar la participación pública.

يمكن إرسال طلبات خدمات الترجمة لتقديم تعليقات عامة عن طريق التواصل مع مستشار اللجنة على الرقم (619) 533-4474 أو إرسال رسالة تلتمز المدينة بمعالجة طلبات الترجمة اللغوية بسرعة من أجل زيادة مشاركة CouncilCommittee@sandiego.gov. نريد إلكتروني إلى العامة.

在提出公众意见时所需的翻译服务请求可以通过联系委员会顾问(Committee Consultant) 提出, 请致电 (619) 533-4474 或发电子邮件至CouncilCommittee@sandiego.gov。本市致力于确保及时地解决语言翻译请求, 以方便公众最大程度地参与。

一般市民の意見を提供する際に必要な翻訳サービスのご要望は、委員会のコンサルタントに電話 (619) 533-4474か電子メール: CouncilCommittee@sandiego.govでお問合せすることができます。市は市民の市政参加を最大化するために、言語翻訳の要請を迅速に進めるよう取り組んでいます。

대중의 의견 제시를 위해 필요한 번역 서비스는 위원회 컨설턴트 (Committee Consultant) 에게 (619) 533-4474 번호로 전화 연락을 하시거나 CouncilCommittee@sandiego.gov로 이메일 하셔서 요청하실 수 있습니다. 시는 대중의 참여도 극대화를 위해 언어 번역 요청 신속 처리에 만전을 기하고 있습니다.

ທ່ານສາມາດຂໍບໍລິການແປພາສາໄດ້ ຖ້າຕ້ອງການສະແດງຄວາມຄິດເຫັນຕໍ່ສາທາລະນະ. ກະລຸນາຕິດຕໍ່ຄະນະກຳມະການທີ່ປຶກສາ ທີ່ (619) 533-4474 ຫຼື ທີ່ອີເມວ CouncilCommittee@sandiego.gov, ທາງເມືອງຈະພະຍາຍາມແກ້ໄຂການຮ້ອງຂໍການແປພາສາໃຫ້ ທ່ານໃຫ້ໄວທີ່ສຸດເພື່ອທີ່ທ່ານຈະໄດ້ມີສ່ວນຮ່ວມໃນການປະຊຸມສາທາລະນະໃນຄັ້ງນີ້ໃຫ້ໄດ້ປະໂຫຍດຫລາຍທີ່ສຸດ.

Council Chambers in the lobby of the 12th floor of the City Administration Building in the “Backup Materials” binder. Late-arriving materials received during the Committee meeting are available for review by making a verbal request of Committee Consultant staff located in Council Chambers.

Farst, Heide

From: OnBaseNoReply@sandiego.gov
Sent: Thursday, February 22, 2024 10:59 AM
To: Farst, Heide
Subject: Committee Docketing Instructions

Item Subject:	Osuna Segment of Coast to Crest Trail Project - San Dieguito River Park Joint Powers Authority License Agreement
Targeted Committee:	Land Use and Housing Committee
Scheduling Considerations:	3/21/24 Committee Meeting

During this period of remote Council Committee meetings, please provide only three hard copies of your backup material to Tyler (Ty) Burch, Committee Consultant Liaison, on CAB3 (double-sided, stapled and three-hole punched AND collated).



The City of San Diego
Item Approvals

Item Subject: Osuna Segment of Coast to Crest Trail Project - San Dieguito River Park
Joint Powers Authority License Agreement

Contributing Department	Approval Date
ENVIRONMENTAL ANALYSIS	02/09/2024
DOCKET OFFICE	02/09/2024
PARKS AND RECREATION	02/09/2024
FINANCE	02/12/2024
SUSTAINABILITY AND MOBILITY	02/15/2024

Approving Authority	Approver	Approval Date
DEPARTMENT OF REAL ESTATE AND AIRPORT MANAGEMENT FINAL DEPARTMENT APPROVER	BIBLER, CHRISTINA	02/07/2024
DEPUTY CHIEF OPERATING OFFICER	SMITH, CASEY	02/20/2024
CITY ATTORNEY	BYUN, BRIAN	03/19/2024

Department of Real Estate and Airport Management

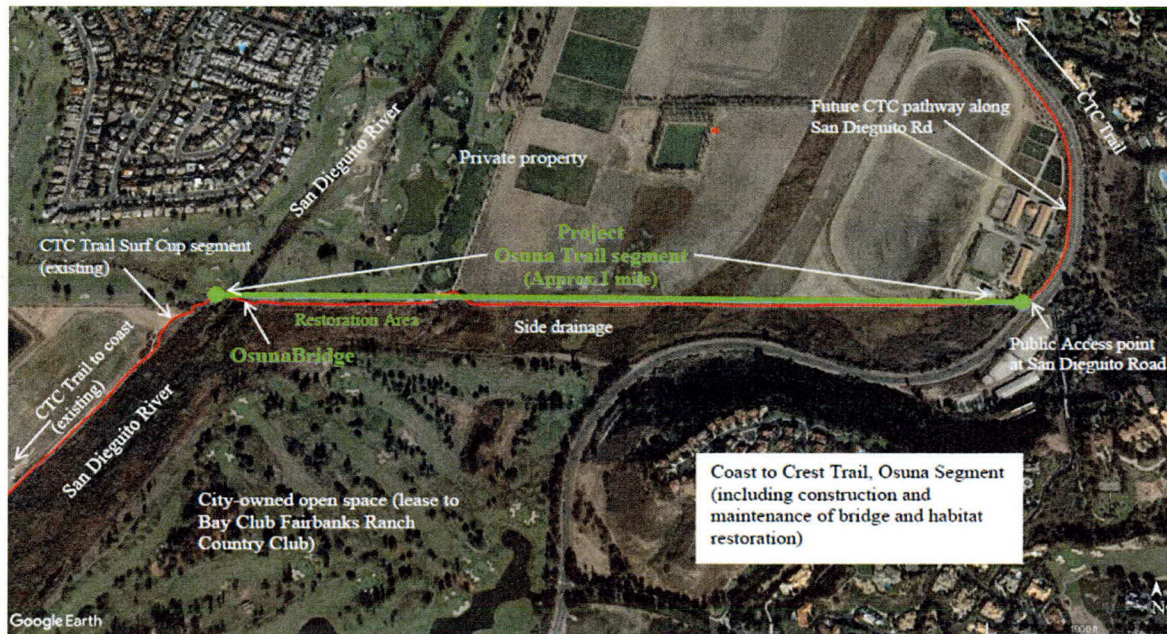
**25 Year License Agreement
with the San Dieguito River Park Joint
Powers Authority**

LU&H Committee
March 21, 2024
Item 3





Site Location – Council District 1





Coast to Crest Trail Map





Negotiated License Terms

Premises	An approximate 1-mile section of the 71-mile Coast to Crest Trail commonly known as the Osuna Trail Segment.
Council District	1
Use	The construction, operation, and maintenance of a portion of the Coast to Crest Trail commonly known as the Osuna Trail Segment located within the leaseholds of Bay Club Fairbanks Ranch Country Club and Surf Cup Sports.
Term	25 years. Renewal may be requested by Licensee every ten (10) years thereafter with written approval from City.
Consideration	\$0 for providing of a public benefit.
Capital Improvements	Construction includes formation and installation of a trail and bridge; habitat restoration; and installation of associated signage and fencing.
Maintenance	Maintenance of property shall be at the sole cost of Licensee.



Requested Actions

- Execute a 25-year License Agreement with the San Dieguito River Park Joint Powers Authority.
- Request the Council make a finding that the new License serves a public benefit because it will create opportunities for the public, minimize human impact to the sensitive riparian environment along the San Dieguito River, and it will promote conservation by expanding educational opportunities throughout the 71-mile regional trail.
- Request the Council waive strict compliance with City Council Policy 700-10 "Disposition of City-Owned Real Property" with respect to annual rent under the License.



The City of San Diego

Staff Report

DATE ISSUED: February 6, 2024

TO: City Council

FROM: Department of Real Estate and Airport Management

SUBJECT: Osuna Segment of Coast to Crest Trail Project – San Dieguito River Park Joint Powers Authority License Agreement

Primary Contact: Christina Bibler Phone: (619) 236-6421

Secondary Contact: Heide Farst, CSM Phone: (619) 236-6727

Council District(s): 1

OVERVIEW:

The City of San Diego (City) is a party to that certain Joint Exercise of Powers Agreement (as amended, JEPA) between the County of San Diego and the cities of Del Mar, Escondido, Poway, San Diego, and Solana Beach, creating the San Dieguito River Valley Regional Open Space Park Joint Powers Authority (JPA).

The JPA proposes to construct a 1-mile-long Osuna Segment of the Coast to Crest (CTC) Trail. A License Agreement, with an initial term of 25 years between the City and the JPA, will allow the JPA to construct and maintain the Osuna Segment of the CTC Trail located on City-owned property. The CTC Trail is a planned 71-mile-long, non-vehicular, and multi-use regional trail that will ultimately extend from the Pacific Ocean in Del Mar to Volcan Mountain just north of Julian.

PROPOSED ACTIONS:

1. Approval of a Resolution authorizing the Mayor or designee to enter into a 25-year City of San Diego License Agreement with the San Dieguito River Park Joint Powers Authority for City-owned real property, which is approximately 1-mile-long and commonly known as the "Osuna Segment" of the Coast to Crest Trail.
2. Approval of Resolution declaring the License Agreement to be in compliance with the California Environmental Quality Act (CEQA)

DISCUSSION OF ITEM:

Under the JEPA, the JPA is charged with coordinating, acquiring, planning, designing, improving, operating, and maintaining the San Dieguito River Valley Regional Open Space Park for the benefit of

the public. The new License Agreement will allow the JPA (as Licensee) to construct, operate and maintain a portion of the Coast to Crest Trail known as the "Osuna Segment", which is on City-owned land and located in the community of Fairbanks Ranch approximately two miles east of Interstate 5 between Via de La Valle and San Dieguito Road. Construction includes formation and installation of a trail and bridge, habitat restoration, and installation of associated signage and fencing. Operation includes managing and maintaining the Coast to Crest Trail, the bridge, and associated improvements for public use. The CTC Trail is designed for hikers, bicyclists, and equestrians.

The following are the key non-standard terms of the License Agreement:

- The JPA's ability to carry out the "Permitted Use" under the license is conditioned on the JPA's obtaining a separate Site Development Permit (SDP) from the City. (Sec. 5.2 & Recital F)
- Initial term: 25 years. Renewal may be requested by JPA every 10 years thereafter with written approval by Mayor or deemed approval if Mayor does not timely respond to renewal request. (Sec. 13)
- During the initial term, license is terminable by either party for cause. After initial term, license is terminable by either party with or without cause on 6 months' notice. (Sec. 13)
- If license is terminated, the City will assume financial and maintenance responsibility for Osuna Segment of CTC Trail. (Sec. 13)

The proposed Osuna Segment is included in both the JPA-adopted San Dieguito River Park Concept Plan and the County of San Diego Regional Trails Plan. Approximately 49 miles of the regional trail has been constructed and is now in use. The Osuna Segment will extend the 3.5-mile western Lagoon Trail segment of the CTC Trail by 1 mile from the eastern end of its current terminus near the soccer fields (former polo fields) to the future San Dieguito Road Pathway. The Osuna Segment will connect the established lagoon segments of the CTC Trail to the eastern inland trail segments.

Staff Recommendation: Approve requested action.

City of San Diego Strategic Plan:

By participating in a part of the construction of the 71-mile-long regional trail, San Diego would join other communities within the County of San Diego by providing the public access to a multi-use, regional trail.

Fiscal Considerations:

No fiscal impact. Total consideration is for the City to provide an initial term of twenty-five (25) years to continue the multi-use trail system for public use whereby consideration from the JPA will be full responsibility for maintaining this section of the Coast to Crest Trail.

Charter Section 225 Disclosure of Business Interests:

N/A; the contract is with another public agency.

Environmental Impact:

The proposed action to authorize a License Agreement with the San Dieguito River Park Joint Powers Authority for the Osuna Segment of the Coast to Crest Trail is consistent with the Mitigated Negative

Declaration that was prepared for the San Dieguito River Park Osuna Segment of the Coast to Crest Trail (SCH No. 2023050120), which was approved on July 21, 2023. This activity is a subsequent discretionary action and is therefore not considered to be a separate project for the purposes of CEQA review as defined in State CEQA Guidelines Sections 15378(c) and 15060(c)(3). Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162, there is no change in circumstance, additional information, or project changes to warrant additional environmental review for this action.

Climate Action Plan Implementation:

Strategy 6: The CTC Trail will create recreational opportunities for the public, minimize human impact to the sensitive riparian environment along San Dieguito River, and it will promote conservation by expanding educational opportunities throughout the 71-mile-long regional trail.

Equal Opportunity Contracting Information (if applicable):

N/A

Previous Council and/or Committee Actions:

This item will be heard at the Land Use & Housing Committee prior to Council.

Planning Commission Action:

N/A

Key Stakeholders and Community Outreach Efforts:

None.

Originator to enter name upon approval HERE

Christina Bibler
Director

Originator to enter name upon approval HERE

Casey Smith
Deputy Chief Operating Officer



San Dieguito River Park
Joint Powers Authority
18372 Sycamore Creek Road
Escondido, CA 92025
(858) 674-2270 Fax (858) 674-2280
www.sdrp.org

**JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

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San Diego City Council

Vice-Chair Chris Khoury
Citizens Advisory Committee

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San Diego City Council

Joel Anderson
Supervisor, County of San Diego

Terra Lawson-Remer
Supervisor, County of San Diego

Jill MacDonald
Solana Beach City Council

Dustin Fuller, Ex Officio
22nd District Agricultural
Association

Shawna Anderson
Executive Director

FINAL MITIGATED NEGATIVE DECLARATION

SCH# 2023050120

Project Name: San Dieguito River Park Osuna Segment of the Coast to Crest Trail

Project Description: The San Dieguito River Park Joint Powers Authority (JPA) proposes to construct the 1-mile-long Osuna Segment of the Coast to Crest (CTC) Trail. The CTC Trail is a planned 71-mile-long, non-vehicular, and multi-use regional trail that would ultimately extend from the Pacific Ocean at Del Mar to Volcan Mountain, north of Julian. The CTC Trail is designed for hikers, bicyclists, and equestrians. Approximately 49 miles of the regional trail has been constructed and is now in use. The proposed Osuna Segment of CTC Trail Project (Project) is included in both the JPA-adopted San Dieguito River Park Concept Plan (1994, updated 2002) and the County of San Diego Regional Trails Plan. The Project would extend the existing 3.5-mile western Lagoon Trail segment of the CTC Trail by 1 mile from the eastern end of its current terminus near the soccer fields (former polo fields) to the future San Dieguito Road Pathway. The Project would connect the established lagoon segments of the CTC Trail to the eastern inland trail segments.

Responsible Agency Actions: City of San Diego:

- Site Development Permit

California Department of Fish and Game:

- Streambed Alteration Agreement

U.S Army Corps of Engineers:

- Nationwide Permit

Project Location: The project is located in the community of Fairbanks Ranch approximately 2 miles east of Interstate 5 between Via de la Valle and San Dieguito Road in San Diego County.

Project Owner: San Dieguito River Park Joint Powers Authority

Determination: The San Dieguito River Park Joint Powers Authority (JPA) conducted an Initial Study of the project, which determined that the proposed project could have a potentially significant effect on the environment. However, it has been determined that there will not be a significant effect in this case because (1) revisions in the project have been made by the JPA, the project proponent, that would avoid the effects or mitigate the effects to the point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record that the project, as revised, may have a significant effect on the environment. Based on this determination and in accordance with CEQA Section 21157.5, a Mitigated Negative Declaration has been prepared.

Documentation: The attached Initial Study documents the reasons to support the determination that the proposed project will not have a significant effect on the environment. Comment letters received on the draft MND/Initial Study during the public review comment period and responses to those comments are also attached.

The potential for impacts associated with the construction of the full 71 miles of the Coast to Crest Trail was examined in the previously certified San Dieguito River Park Concept Plan Program EIR (State Clearinghouse Number 91121059), which is incorporated by reference into this document. The Program EIR, which was certified by the San Dieguito River Park JPA Board of Directors on February 18, 1994 (updated 2002), addressed program-wide issues such as cumulative impacts and policy alternatives for the various proposals incorporated in the Concept Plan, including the CTC Trail. Program-level mitigation measures were identified in the Final Program EIR to be incorporated into individual park-initiated projects as they are approved. The subject Initial Study is a project-specific evaluation of the environmental impacts and project-specific mitigation measures for the proposed Osuna Segment of the CTC Trail. The project documentation is available for review and download on the JPA's website at www.sdrp.org. The Concept Plan Program EIR is available for public inspection at the San Dieguito River Park office, located at 18372 Sycamore Creek Road, Escondido, CA 92025.

Mitigation Monitoring and Reporting Program: In accordance with CEQA Section 21081.6, a Mitigation Monitoring and Reporting Program has been prepared for the project and the mitigation measures have been incorporated into the scope of the project. The measures outlined below shall be stated in the San Dieguito River Park JPA's resolution of approval and within any subsequent permits required for this project. The following mitigation measures have been incorporated into the project.

Biological Resources

MM-BIO-1: Upland Mitigation. Prior to Notice to Proceed for any construction permits, including but not limited to the first Grading Permit, Demolition Plans/Permits, and Building Plans/Permits, the owner/permittee shall mitigate for direct impacts (permanent and temporary) to upland habitats including 0.47 acres of Tier II coastal sage scrub (CSS) habitat at a 1:1 ratio for habitat for a total of 0.47 acres. Mitigation will consist of onsite restoration/revegetation of CSS vegetation, within the side slopes and margins of the trail, as well as within non-native habitat areas. Where disturbed habitat and non-native vegetation

(i.e., tamarisk and ornamental vegetation) exist adjacent to the trail, the non-native species will be removed, and the areas will be revegetated and enhanced with native species. A minimum of 0.47 acres of CSS mitigation compensation will be required onsite to compensate for these impacts. The project proposes to restore and enhance 0.47 acres of upland CSS vegetation through exotic species removals and revegetation, which meets the required mitigation acreage. As an option, the City of San Diego's Habitat Acquisition Fund (HAF) program may be used to mitigate for the upland impact.

MM-BIO-2: Wetlands Mitigation. Prior to Notice to Proceed for any construction permits, including but not limited to the first Grading Permit, Demolition Plans/Permits, and Building Plans/Permits, the owner/permittee shall mitigate for direct impacts (permanent and temporary) to sensitive riparian habitats including 0.0132 acres of wetland habitat for a total of 0.286 acres. Mitigation will occur onsite through restoration of the side slopes and margins of the trail, where the trail passes through existing wetlands, through revegetation with wetland and riparian vegetation. In addition, within areas adjacent to the trail, where Non-Native Riparian, Arundo-dominated Riparian and Tamarisk Scrub communities exist, the non-native species will be removed and treated, and the areas will be enhanced and revegetated with appropriate wetland and riparian vegetation. In total, a minimum of 0.286 acres of wetland mitigation compensation, composed of wetland restoration and enhancement, will occur onsite as part of the project to compensate for these impacts. The project will also restore 0.17 acres of wetlands and enhance 0.22 acres of wetlands through exotic species removals and revegetation, for a total of 0.39 acres of wetland mitigation which exceeds the required mitigation acreage of 0.286 acres. The project shall implement the wetland restoration and enhancement program shown on the preliminary landscape planting and irrigation plans.

Loss of riparian habitat under the jurisdiction of the U.S. Army Corps of Engineers and California Department of Fish and Wildlife will be offset through restoration and enhancement as described above.

MM-BIO-3: Installation of Temporary Fencing. To prevent inadvertent disturbance to areas outside the limits of grading, the contractor shall install temporary orange construction fencing, or utilize existing fencing, along the limits of grading.

MM-BIO-4: Installation of Permanent Fencing. To prevent inadvertent disturbance to areas outside the limits of trail over the long term, the contractor shall install permanent fencing along the trail as shown on the project construction plans.

MM-BIO-5: Construction Monitoring and Reporting. To prevent inadvertent disturbance to areas outside the limits of grading, all disturbance of native habitat shall be monitored by a biologist during construction. The biological monitor(s) shall be contracted with the JPA to perform biological monitoring during all clearing and grubbing activities and during bridge construction.

The project biologist(s) shall perform the following duties:

- a. Attend the pre-construction meeting with the contractor and other key construction personnel prior to clearing and grubbing to provide educational guidelines for work within the sensitive habitat areas. The biologist shall discuss measures to reduce conflict between the timing and location of construction activities with other mitigation requirements (e.g., seasonal surveys for nesting birds).
- b. During clearing and grubbing, the project biologist shall conduct meetings with the contractor and other key construction personnel each morning prior to construction activities in order to go over the proposed activities for the day, and for the monitor(s) to describe the importance of restricting work to designated areas and to minimize and avoid harm to, or harassment of, wildlife prior to clearing and grubbing.
- c. Review and/or verify the limits of the construction area in the field with the contractor in accordance with the final grading plan prior to clearing and grubbing. Assure that temporary construction fencing demarcating the limits of grading are installed and properly maintained.
- d. Supervise and monitor vegetation clearing and grubbing weekly to ensure against direct and indirect impacts to biological resources that are intended to be protected and preserved and to document that protective fencing is in place and intact.
- e. Flush wildlife species (i.e., reptiles, mammals, avian, or other mobile species) from any occupied habitat areas immediately prior to brush-clearing activities. This does not include disturbance of nesting birds or "flushing" of state-listed species (i.e., Ridgeway's rail, or other listed species (see MM-BIO-10).
- f. Periodically monitor the construction site to verify that the project is implementing the following stormwater pollution prevention plan best management practices: dust control, silt fencing, removal of construction debris and a clean work area, covered trash receptacles that are animal-proof and weather-proof, prohibition of pets on the construction site, and a speed limit of 15 miles per hour during the daylight and 10 miles per hour during hours of darkness.
- g. Periodically monitor the construction site after grading is completed and during the construction phase to see that any artificial security light fixtures that may be required are directed away from open space and are shielded, and to document that no unauthorized impacts have occurred.
- h. Prepare and retain monitoring notes for the duration of the proposed project for submittal in a final report to substantiate the biological supervision of the vegetation clearing and grading activities and the protection of the biological resources.

MM-BIO-6: Long-Term Five-Year Biological Monitoring and Reporting.

The long-term establishment of the mitigation revegetation areas shall be monitored by a qualified biologist/habitat restoration specialist. The biological monitor(s) shall be contracted to perform biological monitoring throughout the

five-year maintenance and monitoring period. The project biologist(s) shall perform the following duties:

- a. Monitor the project bi-monthly during years one and two, and quarterly during years three through five.
- b. Monitoring shall include qualitative monitoring based upon visual observations, as well as quantitative monitoring through the use of point intercept transect data collection to record percent cover of native and non-native species within the revegetation areas. Transects shall be taken in all representative mitigation/revegetation areas. The biological monitor shall determine the location, length, and quantity of the transects to provide an adequate representation of the site conditions.
- c. Results of the monitoring effort shall be documented in annual monitoring reports to be prepared at the end of each yearly monitoring period. The reports shall describe the current site conditions, progress towards achievement of the project's success criteria and performance standards, and any remedial measures that might be necessary to help ensure project success.
- d. Document the annual success criteria and performance standards in Appendix A BTR Section 7, MM-BIO-6, Tables 13 to 15.
- e. For all revegetation areas there shall be no invasive plant species present, as described/listed on the most recent version of the California Invasive Plant Council California Invasive Plant Inventory for the project region, throughout the five-year maintenance and monitoring period.

MM-BIO-7: Best Management Practices. The project shall incorporate appropriate BMPs to prevent siltation and erosion during project construction such as silt fence and/or straw wattles and prepare and implement a stormwater pollution prevention plan.

MM-BIO-8: Construction Flagging and Environmental Training. All required construction protection measures shall be followed, which includes having a qualified biologist present during construction activities to provide environmental training, supervise flagging of sensitive resources prior to construction as needed, and monitor the project during construction as needed to ensure no unauthorized impacts occur.

Indirect Impacts to Sensitive Wildlife:

- Proposed Project implementation has the potential to indirectly impact sensitive birds (Ridgway's rail, least Bell's vireo, northern harrier, and least bittern) nesting in adjacent habitat areas. Potentially significant indirect impacts (e.g., increased human presence, noise, dust, etc.) to wildlife considered special status under the MSCP may occur. Indirect impacts to special-status wildlife species, such as northern harrier, within the Multi-habitat Planning Area (MHPA) would be reduced through compliance with the City's MSCP ASMD (see BRT Section 5 for details).
- Avoidance of indirect impacts to least Bell's vireo, Ridgway's rail, and least bittern would require pre-construction surveys if construction

activities are proposed during the breeding season (February 1 to September 15). The following mitigation measures would be applied to reduce potential indirect impacts to these special-status wildlife species (i.e., birds) to a level less than significant.

MM-BIO-9: Nesting Bird Survey. To avoid any indirect impacts to nesting raptors (e.g., Cooper's hawk [*Accipiter cooperii*] and red-tailed hawk [*Buteo jamaicensis*]) and/ Ridgway's rail or birds (which are protected by the federal Migratory Bird Treaty Act and California Fish and Game Code Sections 3503 and 3513), removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting raptors in the proposed area of disturbance. The pre-construction (precon) survey shall be conducted within 10 calendar days (BTR says 72 hours) prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the precon survey to City Development Services Department (DSD) for review and approval prior to initiating any construction activities. If nesting raptors are detected, a letter report in conformance with the City's Biology Guidelines and applicable state and federal law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of nesting raptors or eggs or disturbance of breeding activities is avoided. The report shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The City's Mitigation Monitoring Coordination (MMC) Section and Biologist shall verify and approve that all measures identified in the report are in place prior to and/or during construction. If nesting raptors are not detected during the precon survey, no further mitigation is required.

To avoid any indirect impacts to nesting raptors (e.g., Cooper's hawk [*Accipiter cooperii*] and red-tailed hawk [*Buteo jamaicensis*]) and/ Ridgway's rail or birds (which are protected by the federal Migratory Bird Treaty Act and California Fish and Game Code Sections 3503 and 3513), construction near suitable habitat shall occur outside of the breeding season for these species (February 1 to September 15). If any construction-related ground-disturbing activities (e.g. clearing/grubbing, grading and other intensive activities) must occur during the breeding season, a qualified biologist shall conduct a pre-construction survey within suitable habitat to determine the presence or absence of nesting birds based on the distance discussed below. The pre-construction survey shall be conducted within 72 hours prior to the start of construction activities. If no active nests are detected, then project construction may proceed.

If any active nests are detected, the area shall be flagged and mapped on the construction plans and the information provided to the construction supervisor and any personnel working near the nest buffer. If occupied nests are found, then limits of construction (e.g., 250 feet for passerines to 500 feet for raptors) to avoid occupied nests shall be established by the project biologist in the field with brightly colored flagging tape, conspicuous fencing, or other appropriate barriers and signage; and construction personnel shall be instructed on the

sensitivity of nest areas. The project biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to avoid inadvertent impacts to these nests. The project biologist may adjust the 250-foot or 500-foot setback at his or her discretion depending on the species and the location of the nest (e.g., if the nest is well protected in an area buffered by dense vegetation). However, if needed, additional qualified monitor(s) shall be provided to monitor active nest(s) or other project activities in order to ensure all of the project biologist's duties are completed. Once the nest is no longer occupied for the season, construction may proceed in the setback areas.

If construction activities, particularly clearing/grubbing, grading, and other intensive activities, stop for more than 3 days, an additional nesting bird survey shall be conducted within the proposed impact area and a 500-foot buffer.

If northern harrier, least Bell's vireo, or Ridgway's rail nesting is detected, then an appropriate impact avoidance buffer area, as determined by the project biological monitor, shall be established around the active nest location using orange fencing or other clear demarcation method. The radius of this avoidance buffer shall be determined through coordination with the project biologist and shall clear demarcate an appropriate buffer.

MM-BIO-10: Least Bell's Vireo Avoidance. Construction within 300 feet of any sensitive riparian areas with suitable habitat may have adverse indirect impacts on least Bell's vireo if construction occurs during the breeding seasons for this species (March 15 through September 15).

Avoidance of Least Bell's Vireo Take. Prior to the preconstruction meeting, the City's Environmental Designee/Mitigation Monitoring Coordination (ED/MMC) shall verify that Multi-habitat Planning Area (MHPA) boundaries and the requirements regarding least Bell's vireo, as specified below, are shown on the biological monitoring exhibit and construction plans.

No clearing, grubbing, grading, or other construction activities shall occur during the least Bell's vireo breeding season (March 15 through September 15). If construction activities must be scheduled during the breeding season, the following must be met to the satisfaction of the ED/MMC:

1. A Qualified Biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) Recovery Permit) shall survey habitat areas for the presence of least Bell's vireo pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If least Bell's vireo are not present, then no further monitoring or measures are required. If least Bell's vireo are present, then the following conditions must be met:
 - a. March 15 through September 15 for least Bell's vireo, no clearing, grubbing, or grading of occupied habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

- b. March 15 through September 15 for least Bell's vireo, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied habitat.

The mitigation measures listed above would mitigate all biological resources impacts to a less-than-significant level.

Tribal Cultural Resources

MM-CUL-1. A qualified Native American monitor shall attend the pre-construction meeting with the JPA project manager and construction contractor and be present to monitor initial ground disturbance for the project. Once they have determined that grading and other disturbances have removed soils with a reasonable potential for containing cultural material, monitoring can be reduced to as needed and when and if additional ground-disturbing activities continue in native soil. If tribal cultural material is encountered, the Native American monitor shall have the authority to temporarily halt or redirect ground-disturbing activity while the cultural material is documented and assessed. If a cultural resource is determined to be significant, the monitor shall coordinate to develop and implement appropriate treatment measures. Artifacts collected (if any) shall be cataloged, analyzed, and curated with accompanying catalog to current professional repository standards and transferred to an appropriate curating facility within San Diego County or returned to the consulting tribe for reburial or for curation at a tribal facility.

Public Review Distribution:

The following individuals, organizations, and agencies received a copy or notice of the draft MND and were invited to comment on its accuracy and adequacy:

- United States Government
 - Army Corps of Engineers
 - U.S. Department of Fish and Wildlife Service
 - Natural Resources Conservation Services
- State of California
 - Department of Fish and Wildlife, Region 5
 - Native American Heritage Commission
 - Office of Historic Preservation
 - Resources Agency (Water Resources)
 - Regional Water Quality Control Board, Region 9
 - State Clearinghouse
- County of San Diego
 - Department of Parks and Recreation
 - Department of Public Works
- City of San Diego
 - Department of Parks and Recreation

- Development Services Department
- Historical Sites Board
- Real Estate Assets Department
- Other Agencies, Organizations, and Individuals
 - Bay Club (Fairbanks Ranch Country Club)
 - California Native Plant Society
 - Carmel Valley Community Planning Board
 - Endangered Habitats League
 - Evergate Stables
 - Fairbanks Polo Club Homeowners Association
 - Friends of the San Dieguito River Valley
 - Greens at Whispering Palms
 - Morgan Run Club and Resort
 - Olivenhain Municipal Water District
 - San Diego Audubon Society
 - San Diego County Archaeological Society
 - San Diego Mountain Biking Assoc.
 - San Diego State University/South Coastal Information Center
 - San Diego Union-Tribune
 - San Dieguito Planning Group
 - San Dieguito River Park Citizens Advisory Committee
 - San Dieguito River Park JPA Board of Directors
 - San Dieguito River Valley Conservancy
 - San Pasqual Band of Mission Indians
 - SDG&E
 - Sierra Club
 - Surf Cup Sports Park
 - Whispering Palms Community Council

The Final Mitigated Negative Declaration, Initial Study, and technical reports are available on the San Dieguito River Park Joint Powers Authority website and the JPA's office at 18372 Sycamore Creek Road, Escondido, CA 92025.

Shawna Anderson, Executive Director
San Dieguito River Park Joint Powers Authority

May 5, 2023
Date of Draft Report

July 21, 2023
Date of Final Report

ATTACHMENTS: Comment Letters Received
 Initial Study/Checklist

INTENTIONALLY BLANK

June 5, 2023

San Dieguito River Park
Joint Powers Authority
Attn: Shawna Anderson
18372 Sycamore Creek Road
Escondido, CA 92025

Subject: City of San Diego Comments on the Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Osuna Segment of the Coast to Crest Trail

Dear Shawna Anderson:

The City of San Diego (City) Planning Department has received the Draft Initial Study and Mitigated Negative Declaration (IS/MND) for the Osuna Segment of the Coast to Crest Trail prepared by the San Dieguito River Park Joint Powers Authority (JPA) and distributed it to applicable City departments for review. The City has reviewed the Draft IS/MND and appreciates this opportunity to provide comments to the JPA.

In response to this request for public comment, the City has the following comments for your consideration.

• • •

**DEVELOPMENT SERVICES DEPARTMENT – ANNE JARQUE, SENIOR PLANNER –
AJARQUE@SANDIEGO.GOV, (619) 557-7953**

Project Scope

The San Dieguito River Park JPA proposes to construct the 1-mile Osuna Segment of the 71-mile Coast to Crest (CTC) trail that would run along the border of the City and unincorporated San Diego County. The trail would connect the existing Lagoon Trail Segment to the future San Dieguito Road Pathway and proposes a 150-foot pedestrian bridge over the San Dieguito River. Within the City's jurisdiction, the project is located within the Fairbanks Ranch Country Club Community Plan area, designated as Open Space, and zoned Agricultural-Residential (AR-1-1 and AR-1-2) and Open Space-Floodplain (OF-1-1). The project would be subject to the City's Environmentally Sensitive Lands (ESL) Regulations for development within Sensitive Biological Resources and a Special Flood Hazard Area.

Responsible Agency

The Draft MND, under Responsible Agency Actions (page 1 of the MND), acknowledges a Site Development Permit (SDP) is required from the City. Therefore, the City is a Responsible Agency under the California Environmental Quality Act (CEQA) as defined by CEQA Guidelines Section 15381. The JPA has submitted an application (PRJ-104940) to the City's Development Services Department (DSD) which initiated consultation with the City. This SDP

application is still in process, with the JPA having resubmitted the third project review on May 4, 2023, concurrent with the publication of the Draft IS/MND.

In compliance with CEQA Guideline Section 15096(d), the City has previously provided comments on the project and the Draft IS/MND. Technical studies cited in the Draft IS/MND are continuing to undergo review by the City and have not been accepted. Through this consultation, the City wants to ensure the proposed development would meet the City's regulations and the draft environmental document incorporates the CEQA analysis and appropriate mitigation required to implement and approve future actions under our discretionary authority. Furthermore, the City of San Diego's CEQA Significance Determination Thresholds (CEQA Thresholds) provide the guidance and standard of review for determining whether a project may have a significant effect on the environment. Therefore, the following comments are limited to those activities which fall under the City's jurisdiction, its exercise of powers and only focus on shortcomings identified in the Draft IS/MND. Ultimately, the City, as a Responsible Agency, must determine the adequacy of the MND prior to reaching a decision on the project and associated SDP in accordance with CEQA Guidelines Section 15096(e) through the review and consider process.

Mitigation

Consistent with CEQA Guidelines Section 15041, Authority to Mitigate, DSD staff has previously provided the JPA the City's standard Mitigation, Monitoring and Reporting Program (MMRP) language which provides timing and triggers; however, the General Language was not incorporated into the Draft MND. It is important to disclose the appropriate mitigation measures in the MND as required by CEQA Guidelines Section 15041(d), versus as a condition of a discretionary permit.

Biological Resources

The Biological Technical Report (BTR) (Dudek, April 2023) was included as Appendix A of the Draft IS/MND. City staff has not accepted the technical study due to outstanding issues related to the analysis and mitigation disclosed in the Draft IS/MND. Specifically, the BTR does not adequately address wetland deviation requirements as required by the City's Biology Guidelines and the ESL Regulations related to Sensitive Biological Resources. Additional comments on the BTR will be formally provided to the JPA through the City's SDP review.

The JPA must incorporate the necessary edits to the analysis to ensure impacts to Biological Resources meet City and CEQA requirements before finalizing the IS/MND.

Hydrology and Water Quality

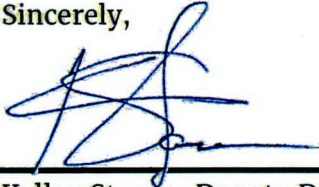
The proposed project would be developed within the 100-year floodplain and is subject to the City's ESL Regulations related to Special Flood Hazard Areas. Previous issues raised are related to development within the 100-year floodway, erosion and scour, bridge design and stability, and the Hydrologic Engineering Center's River Analysis System (HEC-RAS) analysis. The City has not yet accepted the Hydrology and Hydraulic Analysis (Kimley Horn, Revised March 2023), Appendix E of the Draft IS/MND, and is currently under review by staff.

The JPA must incorporate the necessary edits to the analysis to ensure impacts to Hydrology and Water Quality meet City and CEQA requirements before finalizing the IS/MND. The City will continue to coordinate with the JPA to ensure the environmental document is adequate to carry out or approve the SDP and any other future actions within the City's jurisdiction and authority.

• • •

Thank you for the opportunity to provide comments on the Draft IS/MND. Please feel free to contact Rebecca Malone, AICP, Program Manager, directly via email at RMalone@sandiego.gov or by phone at (619) 446-5371 if there are any questions regarding the contents of this letter or if the JPA would like to meet with City staff to discuss these comments.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Kelley Stanco', written over a solid black horizontal line.

Kelley Stanco, Deputy Director
Planning Department

RM/erm

cc: Reviewing Departments (via email)
 Review and Comment online file



**San Diego
Mountain Biking
Association**

May 25, 2023

San Dieguito River Park JPA
18372 Sycamore Creek Road
Escondido, CA 92025
shawna@SDRP.org

**Subject: Letter of Support for the Mitigated Negative Declaration for the
Osuna Segment of the Coast to Crest Trail**

Dear Ms. Anderson:

On behalf of the San Diego Mountain Biking Association and our members, I am submitting this letter in support of the Mitigated Negative Declaration for the Osuna Segment of the Coast to Crest Trail prepared by the San Dieguito River Park JPA.

Since 1994, the San Diego Mountain Biking Association (SDMBA) has worked to improve trail access for mountain biking in San Diego County. As a 501(c)(3) non-profit, SDMBA seeks to provide a unified voice for all trail users in public land-use policies advocating for sustainable outdoor recreational opportunities. SDMBA works with federal, state and local jurisdictions and agencies to provide trail planning, building, and maintenance expertise with a focus on balancing recreation with environmental stewardship.

We enthusiastically support this effort to move another step closer in connecting the entirety of the Coast to Crest Trail.

Respectfully Submitted,

Susie Murphy
Executive Director
executivedirector@sdmdba.com

From: Andrew Bailey
To: shawna@sdro.org
Subject: Osuna trail comment
Date: Monday, June 5, 2023 7:51:56 AM

Thank you for this opportunity to comment on the proposed Osuna addition to the coast to crest trail.

My cursory review finds the proposal valid and sound. It could increase recreation opportunities, and lower human impacts in these sensitive riparian environments. The restoration of damaged wetlands makes it a good idea too.

This addition to the trail would make more access, and promote conservation by expanding educational opportunities.

Please implement the plan.

Andrew Bailey
3815 Van Dyke Ave.
San Diego, California 92105

DRAFT

Initial Study/Mitigated Negative Declaration

San Dieguito River Park Osuna Segment of the Coast to Crest Trail Project

May 2023



Prepared by:

San Dieguito
River Park 

*SAN DIEGUITO RIVER PARK
JOINT POWERS AUTHORITY
8372 Sycamore Creek Road
Escondido, CA 92025*

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Appendix E	Hydrology Report, Osuna Segment of the Coast to Crest Trail Project

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INITIAL STUDY

1. Initial Study Introduction

1.1 Initial Study Information Sheet

1. **Project title:** Osuna Segment of the Coast to Crest Trail
2. **Lead agency name and address:** San Dieguito River Park Joint Powers Authority (JPA)
18372 Sycamore Creek Road
Escondido, CA 92025
3. **Contact person and phone number:** Shawna Anderson, AICP
JPA Executive Director
858.674.2275 ext. 13
shawna@sdrp.org
4. **Project location:** The Project is located between the Rancho Santa Fe and Fairbanks Ranch communities in San Diego County approximately 2.5 miles east of Interstate 5, spanning approximately 1 mile between Via de la Valle and San Dieguito Road and crosses over the San Dieguito River. It is located within two jurisdictions:
 - City of San Diego and unincorporated San Diego County (see Figure 3).
5. **Project sponsor's name and address:** Same as the lead agency
6. **Community plan designation:** Open Space, City of San Diego
Open Space and Agriculture, County of San Diego
7. **Zoning:** City OF-1-1, AR-1-1, AR-1-2
County S88
8. **Project Description:**

Overview

The San Dieguito River Park Joint Powers Authority (JPA) proposes to construct the 1-mile-long Osuna Segment of the Coast to Crest Trail including a 150-foot bridge crossing the San Dieguito River. The trail would run along the border of the City of San Diego and unincorporated San Diego County, approximately 3.5 miles northeast of the City of Del Mar, California (**Figure 1** and **Figure 2**). The project area is located east of Interstate 5, and approximately 1.30 miles east of El Camino Real and lies between Via De La Valle to the west, and San Dieguito Road to the east (**Figure 3**). The Coast to Crest Trail (CTC) is a planned 71-mile-long, non-vehicular, and multi-use regional trail that would ultimately extend from the beach at Del Mar to Volcan Mountain, north of Julian. The CTC Trail is designed for hikers, bicyclists, and equestrians. Approximately 49 miles of the regional trail has been constructed and is now in use. The proposed Osuna Segment of CTC Trail Project (Project) is included in both the JPA-adopted San Dieguito River Park Concept Plan (1994, updated 2002) and the County of San Diego Regional Trails Plan.

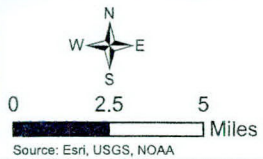
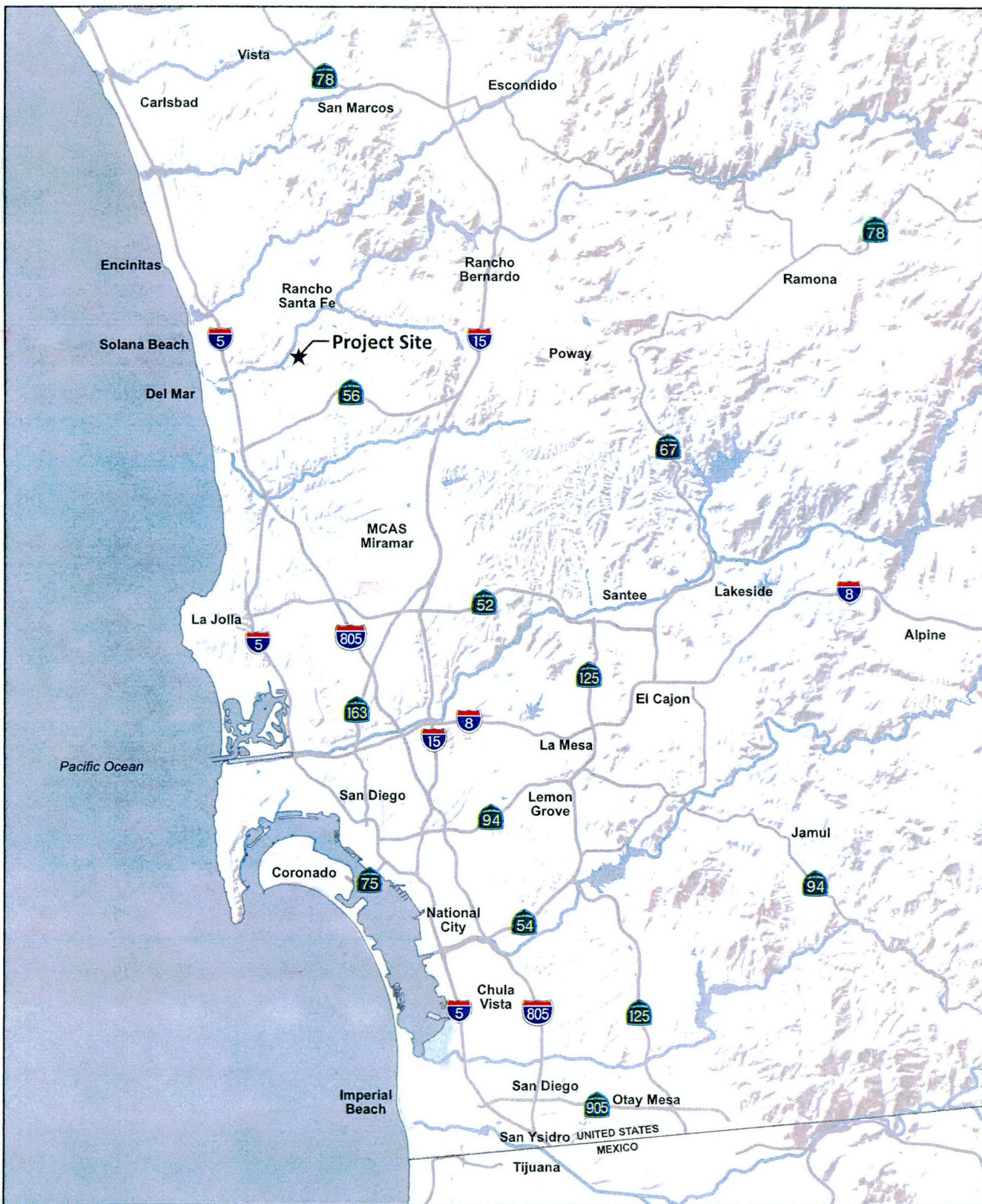
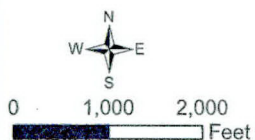
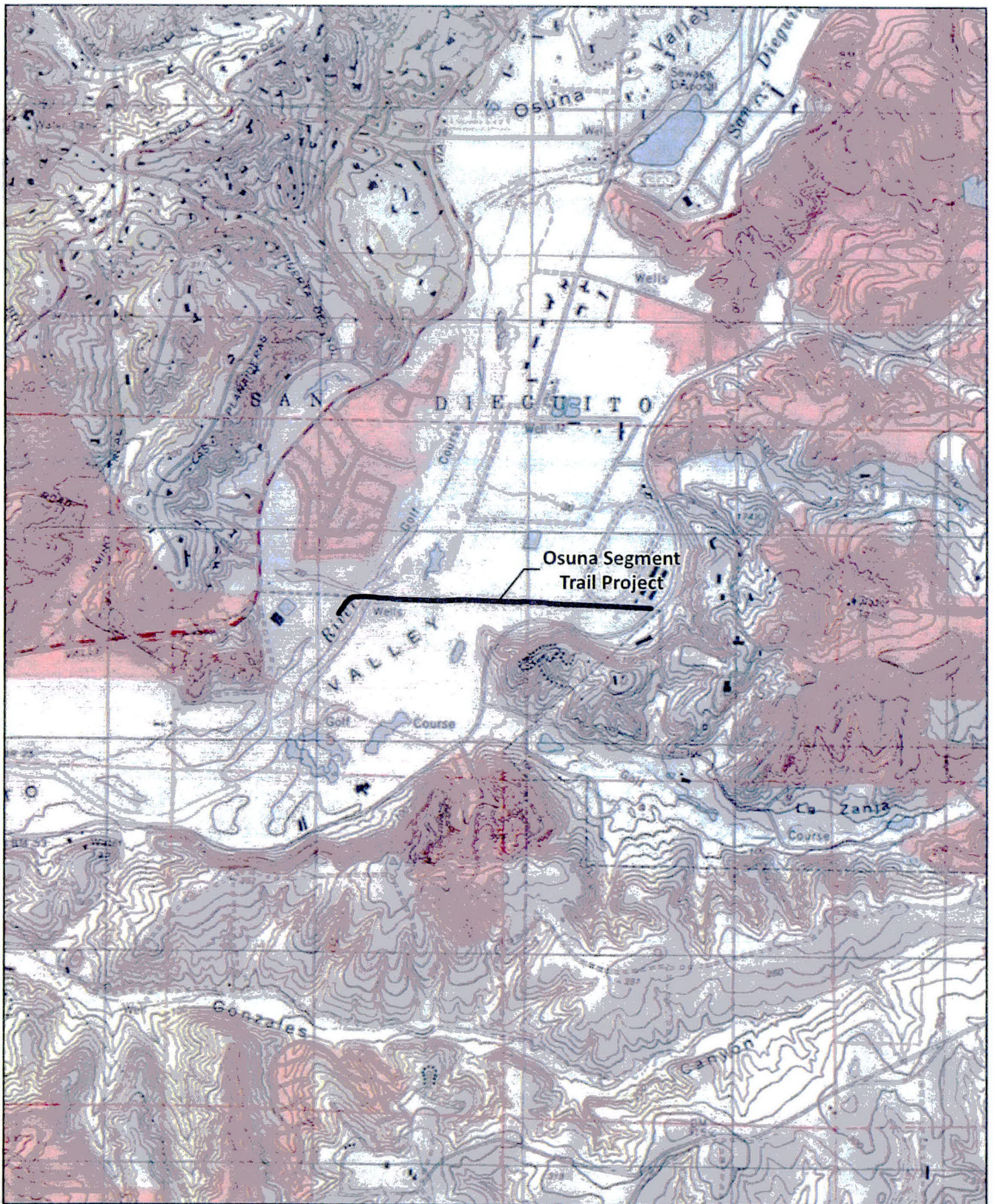


Figure 1
OSUNA SEGMENT OF THE COAST TO CREST TRAIL
Regional Map

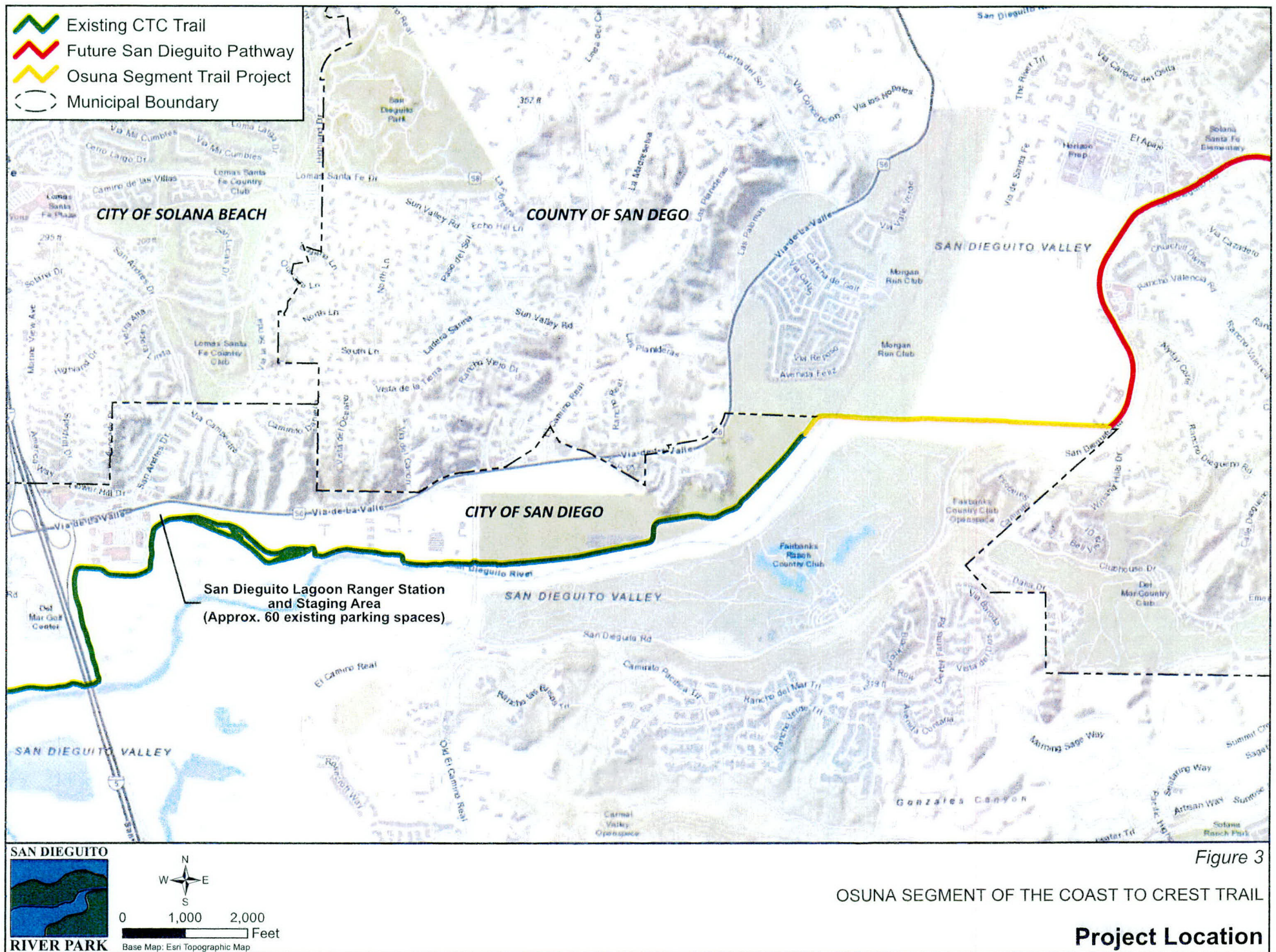


Source: USGS 7.5' Quadrangles (Del Mar, Rancho Santa Fe)

Figure 2

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Vicinity Map



The potential for impacts associated with the construction of the full 71 miles of the Coast to Crest Trail was examined in the previously certified San Dieguito River Park Concept Plan Program EIR (SCH# 91121059), which is incorporated by reference into this document. The Program EIR, which was certified by the San Dieguito River Park JPA Board of Directors on February 18, 1994 (updated 2002), addressed program-wide issues such as cumulative impacts and policy alternatives for the various park proposals within the Focused Planning Area (FPA) incorporated in the Concept Plan, including the Coast to Crest Trail. Program level mitigation measures were identified in the Final Program EIR to be incorporated into individual park-initiated projects as they are approved.

The proposed project is located in Landscape Unit C (Osuna Valley) of the FPA (Concept Plan, 1994). Proposed relevant park proposals identified in the Concept Plan are to pursue easements to accommodate the CTC Trail and restore the riparian corridor through public and private initiatives.

This proposed project would extend the existing CTC Trail by 1 mile from the eastern end of its current terminus at the Surf Cup Sports Park Facility (former polo fields) to link the trail to the future San Dieguito Road Pathway (**Figure 4**). The Project would connect the established lagoon segments of the CTC Trail to the eastern inland trail segments.

Project Purpose and Objectives

The purpose of the Project is to connect the existing CTC Trail from the east end of its current terminus at the Surf Cup Sports park to San Dieguito Road and Pathway thereby extending the CTC Trail by 1 mile. This connection facilitates the completion of the CTC Trail in the project area.

The Project's proposed improvements include a 1-mile-long decomposed granite (DG) trail and (non-vehicular) bridge crossing at the San Dieguito River. The trail bridge crossing is needed to connect the Osuna segment of CTC Trail to the future CTC San Dieguito Road pathway and the rest of the CTC Trail located on the south side of the river traveling east. The Project has been designed to site the bridge, abutments, and trail to avoid native habitats, including wetlands, to the greatest extent feasible. Following construction, vegetated areas that are temporarily disturbed by construction activities would be revegetated to appropriate native habitat.

The objectives of the proposed project are to:

- Construct the Osuna Segment of the Coast to Crest Trail through the Fairbanks Ranch area as identified in the San Dieguito River Park Concept Plan and County of San Diego Regional Trails Plan.
- Connect the Trail to the other existing segments of CTC Trail by extending the trail from the eastern end of its current terminus at the Surf Cup Sports fields (formerly Polo Fields) to the planned trail pathway along San Dieguito Road.
- Avoid wetlands and other native habitats to the greatest extent feasible and practicable.
- Minimize impacts to riparian areas and native habitats by aligning the trail and bridge through disturbed areas, using fencing to define the trail and protect adjacent native habitat, and bridging over (spanning) the river.
- Avoid impacts to hydrology and water quality by designing the trail bridge according to approved engineering standards and codes and incorporating design features that reduce impacts within the river and floodplain.
- Provide a safe and enjoyable multi-use trail experience for the trail users (hikers, bicyclists, and equestrians).
- Avoid and minimize impacts to historic, cultural, and tribal resources.

Project Location

The regional map and project vicinity map (Figure 1 and Figure 2) depict the general area of the project in north-central San Diego County. The Project is located within the Rancho Santa Fe and Fairbanks Ranch communities in San Diego County approximately 2.5 miles east of Interstate 5, spanning approximately 1 mile between Via de la Valle and San Dieguito Road and crosses over the San Dieguito River. It is located within two jurisdictions: City of San Diego and unincorporated San Diego.

Existing Site Conditions

The Project area is a mix of active recreational open space including two golf courses and a sports field operation (Surf Cup Sports) and large-lot single-family homes. The San Dieguito River flows year-round through the Project area, eventually draining into the San Dieguito Lagoon located approximately 1.5 miles further west. The river channel has been modified in this area by previous development, largely confining the riverbed to a narrower channel within a broader floodplain. The river's wide 100-year floodplain (approximately 1,000 feet wide in the project location) spans the entire project area and beyond. Three major roadways exist in the area, Via de la Valle to the northwest, El Camino Real to the west, and San Dieguito Road to the east. The private Morgan Run Country Club and Resort and a gated residential Whispering Palms community both lie to the north. The Fairbanks Ranch Country Club and golf course is located to the south on land owned by the City of San Diego and leased to the private country club. The Surf Cup Sports operation to the west of the project site (formerly polo fields) is also leased on land owned by the City of San Diego. The City-owned land was set aside as open space in the 1980s when the community of Fairbanks Ranch was developed.

The Olivenhain Municipal Water District (OMWD) has utility easements in the area and supplies recycled water to surrounding users including the nearby sports fields and operates a groundwater test well, near the project area, that monitors groundwater quantity and quality for a potential groundwater extraction project. An underground recycled water line installed by OMWD in 2019 passes through the project site including where the trail bridge is proposed. The pipeline is located 50 feet below ground and under the river. Consultation and coordination between the JPA and OMWD during Project design resulted in modifications to the bridge structure and footings to avoid impacting the pipeline.

The San Dieguito River has been modified in this area by previous development (residential developments, golf courses, and roadways) and is largely confined to a narrower channel within a broader floodplain. The river is channelized further west as it approaches El Camino Real approximately 1.5 miles to the west. The CTC Trail exists to the west of the project site along the Surf Cup Sports lease area adjacent to the San Dieguito River and currently terminates at the eastern boundary of the lease area. Just beyond the lease area the San Dieguito River channel makes a sharp bend to the north.

Existing Biological Conditions

The existing environmental conditions of the project area include a characteristic riparian corridor bordering the San Dieguito River. These conditions include open water associated with the river, riparian and riverine habitats, and transitional upland scrub habitats. The area is under the tidal influence of the San Dieguito Lagoon downstream of the Project site; therefore, pockets of saline habitat exist in the study area. El Apajo Creek and Del Rayo Drainage exist north of the project area and flow into the San Dieguito River north of the project site. Given the riverine and wetland habitats present in the study area, sensitive species have the potential to occur. **Figure 5 through Figure 9** illustrate the vegetation communities that exist in the project area and impacts in those areas (Appendix A, *Biological Technical Report*). Additionally, photographs of the project area are depicted in **Figure 10 through Figure 14** (photos 1 through 7).

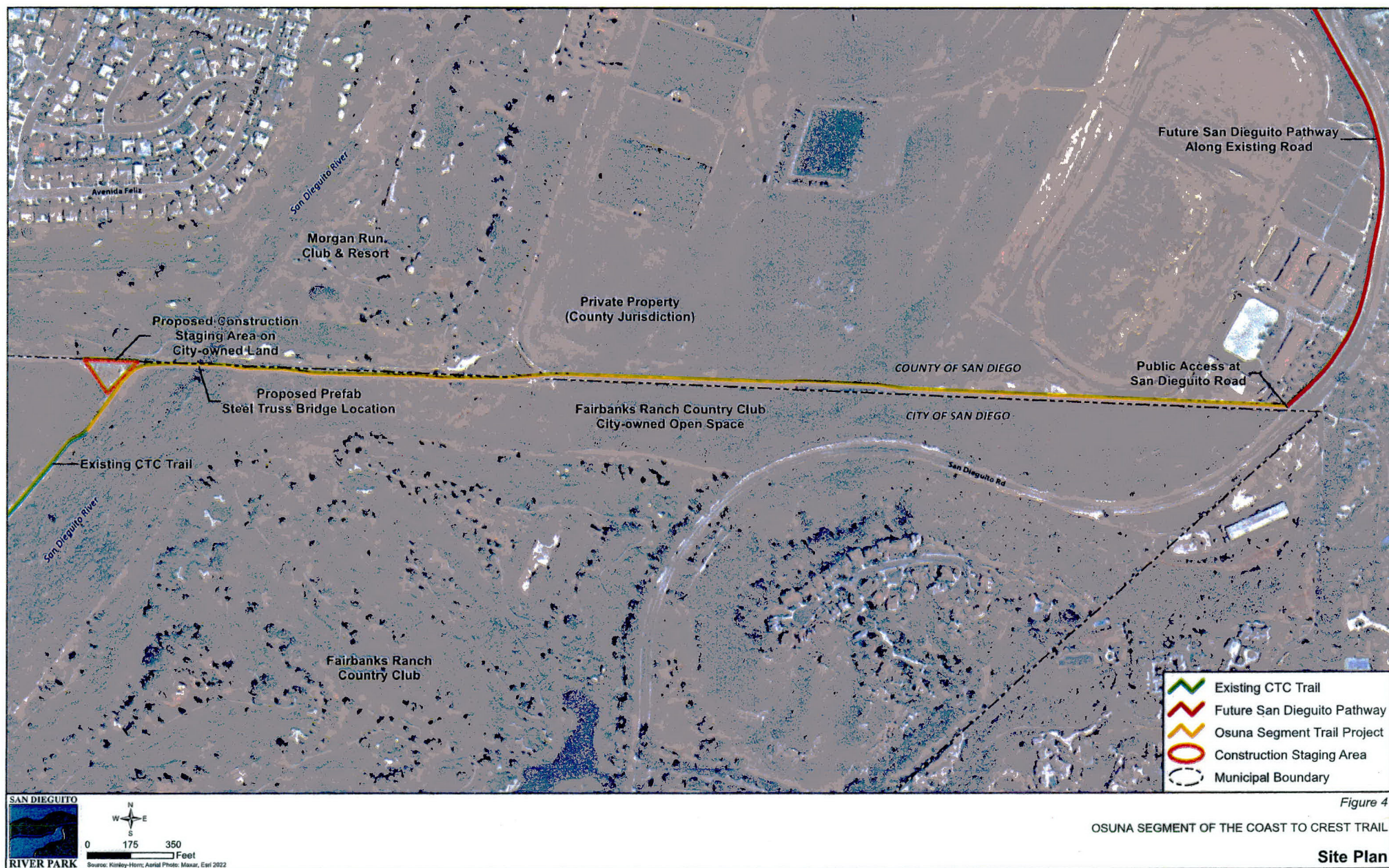


Figure 4

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Site Plan



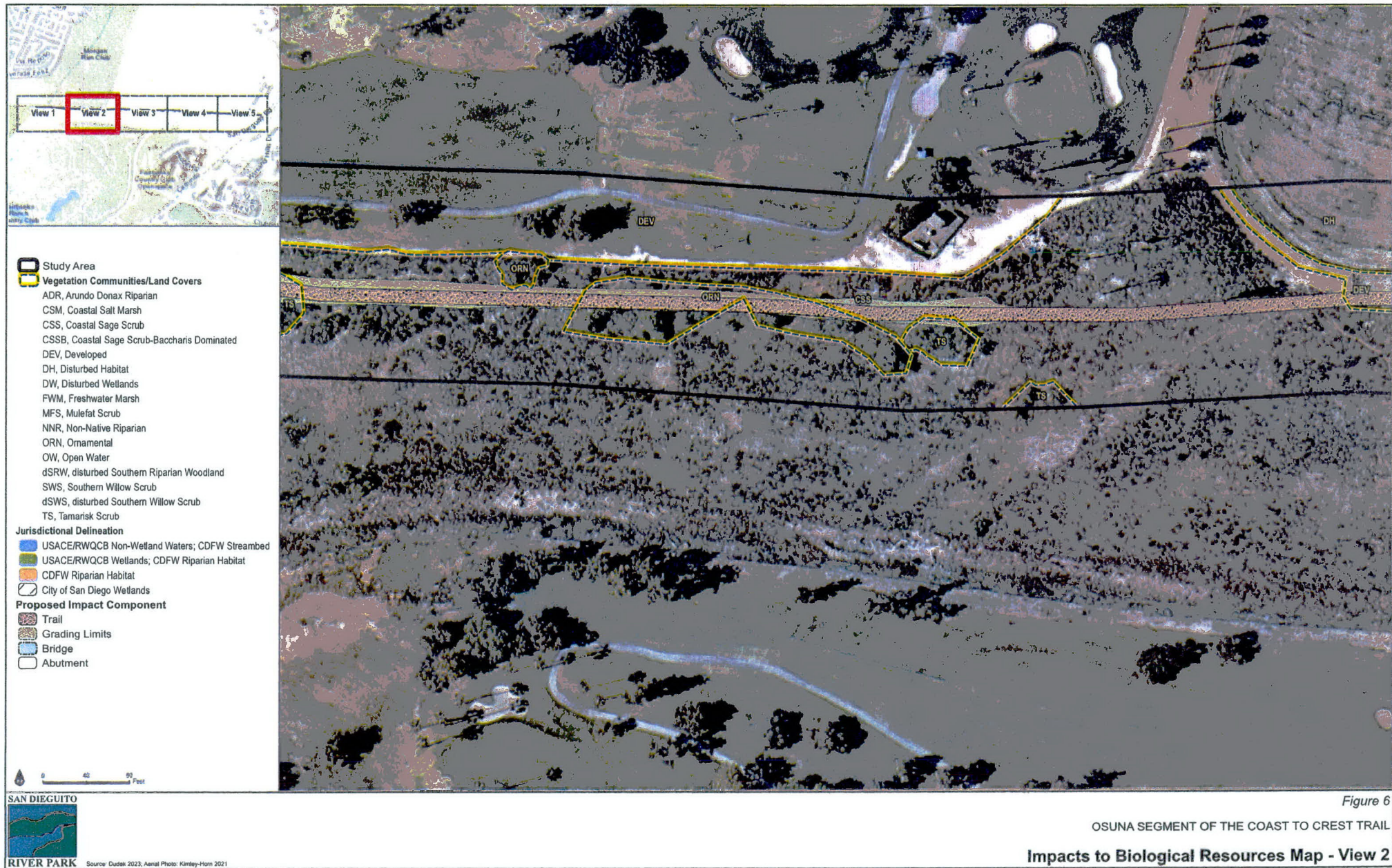






Figure 8

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Impacts to Biological Resources Map - View 4

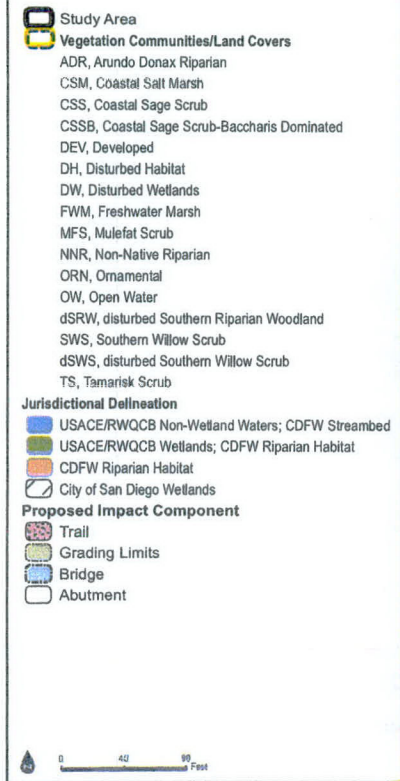
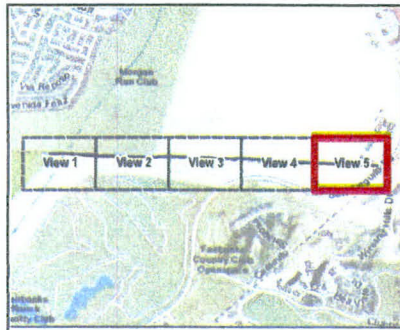


Figure 9
OSUNA SEGMENT OF THE COAST TO CREST TRAIL
Impacts to Biological Resources Map - View 5



- Facing southwest towards the existing CTC trail of Surf Cup Sports lease adjacent to grass field (on right).

- Osuna trail segment would connect to this segment of Coast to Crest Trail.



Photo 1



Photo 2

- Facing east towards the San Dieguito River and proposed trail bridge crossing.



Photo 3

- Looking south at San Dieguito River as it flows downstream from the project site.
- The proposed bridge would cross over the river, spanning the river channel.

SAN DIEGUITO



RIVER PARK

Figure 12

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Photos 2 and 3



Photo 4

- Views facing west towards San Dieguito River crossing.
- Stakes in foreground show future trail alignment.



Photo 5

- Facing east toward trail easement. The proposed trail would continue east along the existing maintenance road (visible in the photo) on a 12-foot wide trail easement to San Dieguito Road.



Photo 6

- Facing east towards San Dieguito Road on maintenance road.
- The trail would be located on the maintenance road and avoid the cattail stand.



Photo 7

- Facing west from the project terminus at San Dieguito Road.
- The trail would follow the southern fence line (left side of photo) along the existing maintenance road.
- A gate that automatically opens and closes for park hours of operation would be placed at the terminus.

Site-specific biological surveys were conducted in the project area in accordance with the City of San Diego Guidelines for Conducting Biology Surveys (revised 2002, updated 2012). The area surveyed totaled approximately 24 acres, consisting of the project site and surrounding area. Habitat within the study area was assessed for suitability to support previously documented and potentially occurring sensitive plant and animal species including Ridgway's rail (*Rallus obsoletus levipes*) and least Bell's vireo (*Vireo bellii pusillus*). In addition, incidental sightings of wildlife species were recorded. Biologists also observed and recorded wildlife and wildlife sign and categorized the potential for occurrence of listed or sensitive plant and wildlife species.

Existing Cultural Resources Conditions

San Diego County has more federally recognized tribes than anywhere else in the United States with 18 tribes on 18 reservations and the traditional cultural boundaries between the Luiseño and Kumeyaay Native American tribal groups have been well defined (CSP 2009, as cited in Dudek 2021). In 1769, the Kumeyaay national territory started at the coast about 100 miles south of the Mexican border (below Santo Tomas) north to the coast at the drainage divide south of the San Luis Rey River including its tributaries. The project area is considered a Tribal Cultural Resource.

A records search and pedestrian site survey were conducted in the project area in July 2021, which revealed one cultural resource previously documented (a utility power line), but no new resources. See Appendix B, *Resource Inventory Report for The Osuna Trail*, for a thorough description of the area's cultural resources.

Project Details

The Project extends 0.3 miles (1,660 feet) along the northern boundary of the Fairbanks Ranch Country Club leasehold on property owned by the City of San Diego and for another 0.6 miles (3,275 feet) along a private property to San Dieguito Road (Figure 4). The Project is a 1-mile-long trail that consists of a new DG trail (0.3 miles), a 140-foot-long by 12-foot-wide prefabricated steel truss bridge crossing over the San Dieguito River, and an improved trail surface along an existing dirt maintenance road (0.6 miles) to San Dieguito Road. The trail segment, like the rest of the CTC Trail, would be multi-use for hikers, bicyclists, and equestrians.

The Project area includes the east/west jurisdictional boundary between the City of San Diego jurisdiction and unincorporated County jurisdiction. The proposed trail crossing over the San Dieguito River is located within the City jurisdiction on open space property owned by the City and leased to the Fairbanks Ranch Country Club. The eastern property, where the proposed trail segment would link to San Dieguito Road, is private property (aka Evergate Stables). The proposed trail will be placed on an existing dirt road on the private property. An easement for the trail has been secured by the JPA for this use. The private property is within unincorporated County jurisdiction. The Project site is near but avoids the Morgan Run Country Club and Resort property to the north. None of the study area is within the coastal zone.

The CTC Trail is planned to continue northeast along the planned San Dieguito Road Pathway, as identified in the San Dieguito Community Plan. The Osuna segment of the Coast to Crest Trail will connect to the future pathway but the pathway is not part of this project.

Trail Alignment

A key photo map and photographic depictions of the project area are shown in Figure 10 through Figure 14. Additionally, the proposed project plans are included in Appendix C, *Plan Sheets, Osuna Segment of the Coast to Crest Trail Project Preliminary* (sheets 3 through 7). Starting from the west end of the Project adjacent to the Surf Cup Sports fields the proposed trail would extend onto the northwest

side of the San Dieguito River (Figure 11, photo 1). The trail would cross over the San Dieguito River on a proposed 150-foot-long by 12-foot-wide prefabricated steel truss bridge (Figure 12, photo 2 and 3, and Appendix C, sheet 3 of 18). The trail would then continue east along City of San Diego property and then within an existing trail easement and terminate at San Dieguito Road (Figure 13 through Figure 14, photos 4 through 7). The Osuna Trail Segment would be placed in previously disturbed areas along an existing raised berm and maintenance road and would be designed to avoid and minimize impacts to native habitats.

The proposed trail width would measure between 6 and 8 feet within a temporary 8- to 10-foot construction corridor (Appendix C, sheets 3 through 7). The new trail is sited on an existing berm (raised filled area) adjacent to the river. Vegetation would be cleared to create the trail. The trail surface would be compacted native soil or decomposed granite. The new trail along the raised berm would connect directly to the dirt road on the private property (Evergate Stables), see Figure 14, photo 7. The trail may be raised by 6 to 12 inches, as needed, along the existing dirt road to create an even and firm trail tread. No paving is proposed.

Lodge-pole fencing (Appendix C, sheet 3 of 18) would be used to define the trail and discourage/restrict access to nearby environmentally sensitive areas. Additionally, a 6-foot-tall black vinyl fence would be installed along the northern perimeter of the private property section of the proposed trail to separate the trail from the rest of the property and to prohibit trespass (refer to Appendix C, plan sheets). The existing wood and wire fencing on the south side of the property (refer to Appendix C, plan sheets) would be maintained as the new trail's south boundary. This fence also protects the adjacent wetlands. Bollards and/or a self-closing gate would be installed at the point where the trail meets San Dieguito Road (future pathway). Periodic access to the dirt road for the property owner and utilities would be maintained as needed through controlled gates. Specific fence placement would be made by JPA park rangers during construction and coordinated with the private property owner. Signage would also be placed along the trail to identify wayfinding and park rules. An educational interpretive sign would be placed along the trail as well, most likely near the bridge.

Trail Access and Parking

Existing trail access for the public is provided along the Coast to Crest Trail and parking is available at the existing San Dieguito Lagoon Staging Area (approximately 60 spaces) located 2 miles to the west on San Andres Drive (Figure 3). A trail staging area is also provided on San Dieguito Road (called Black Mountain/Lusardi) approximately 3 miles to the north that will provide additional access to the CTC Trail when the San Dieguito Road Pathway project is completed. No additional trail parking is proposed as part of this project. Non-vehicular trail access for walkers and bicyclists would be available from San Dieguito Road at the east end of the proposed trail.

Prefabricated Steel Truss Bridge

This bridge type provides an attractive appearance and is commonly used for pedestrian bridges. This same design was used for another segment of the CTC Trail (Del Dios Gorge) further east (Figure 15). Rather than constructed on site, the steel truss bridge is prefabricated off site and transported to the construction site. Erection of the bridge is possible during a single daytime work shift, which minimizes construction time at the site. Below-ground concrete abutments would support the bridge structure and no piers or supports are necessary in the river (Figure 16 to Figure 18). The steel members would be painted or exposed with self-weathering steel to protect the bridge during anticipated flooding events.

An integral metal railing will line both sides of the bridge providing a safety railing for all users including equestrians. The bridge deck will be surfaced with timber planking like other trail bridges on the CTC Trail. Removeable bollards, to prevent unauthorized vehicles from accessing the bridge, would be placed



Del Dios Bridge

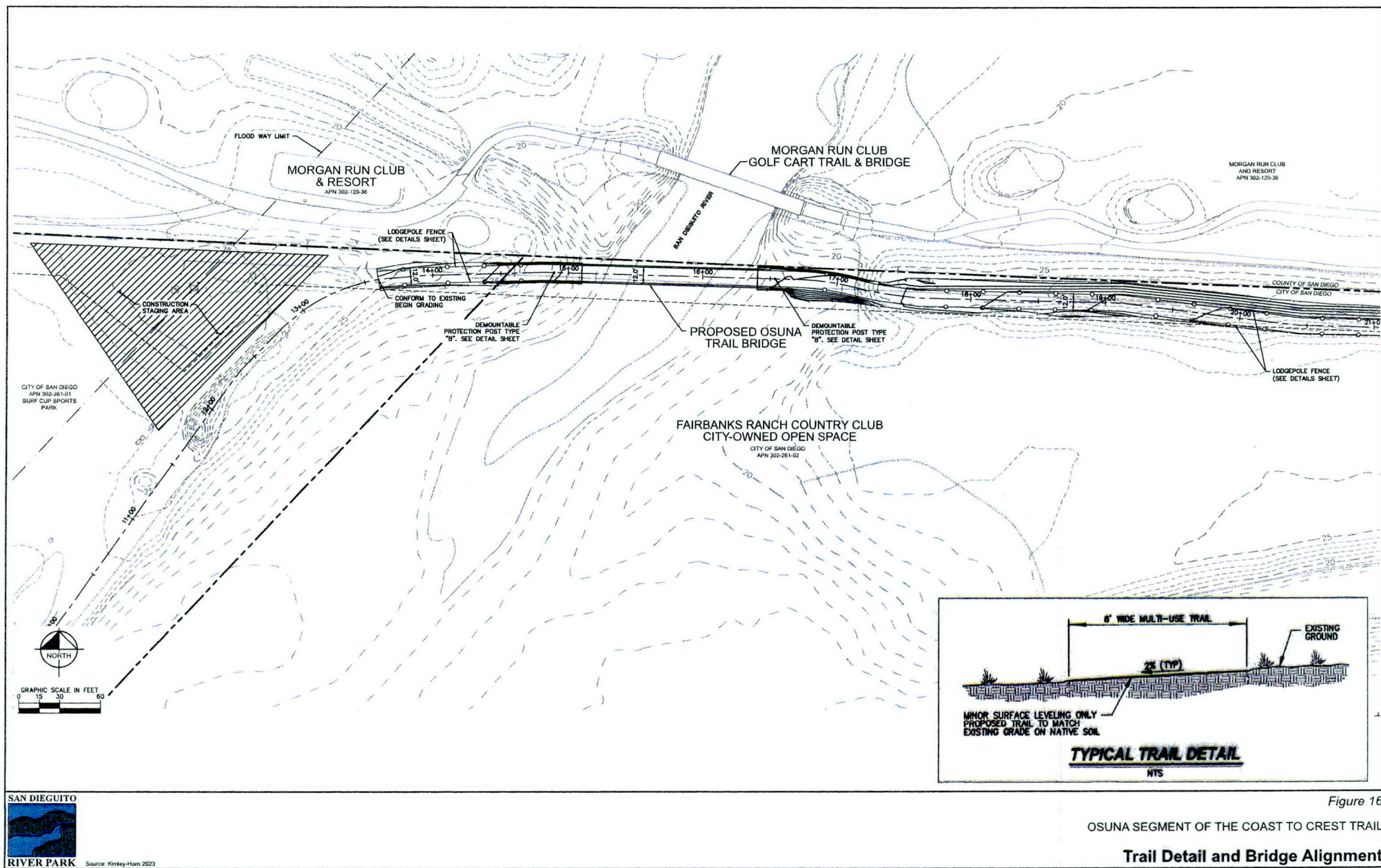


Figure 16
OSUNA SEGMENT OF THE COAST TO CREST TRAIL
Trail Detail and Bridge Alignment

1. Initial Study Introduction

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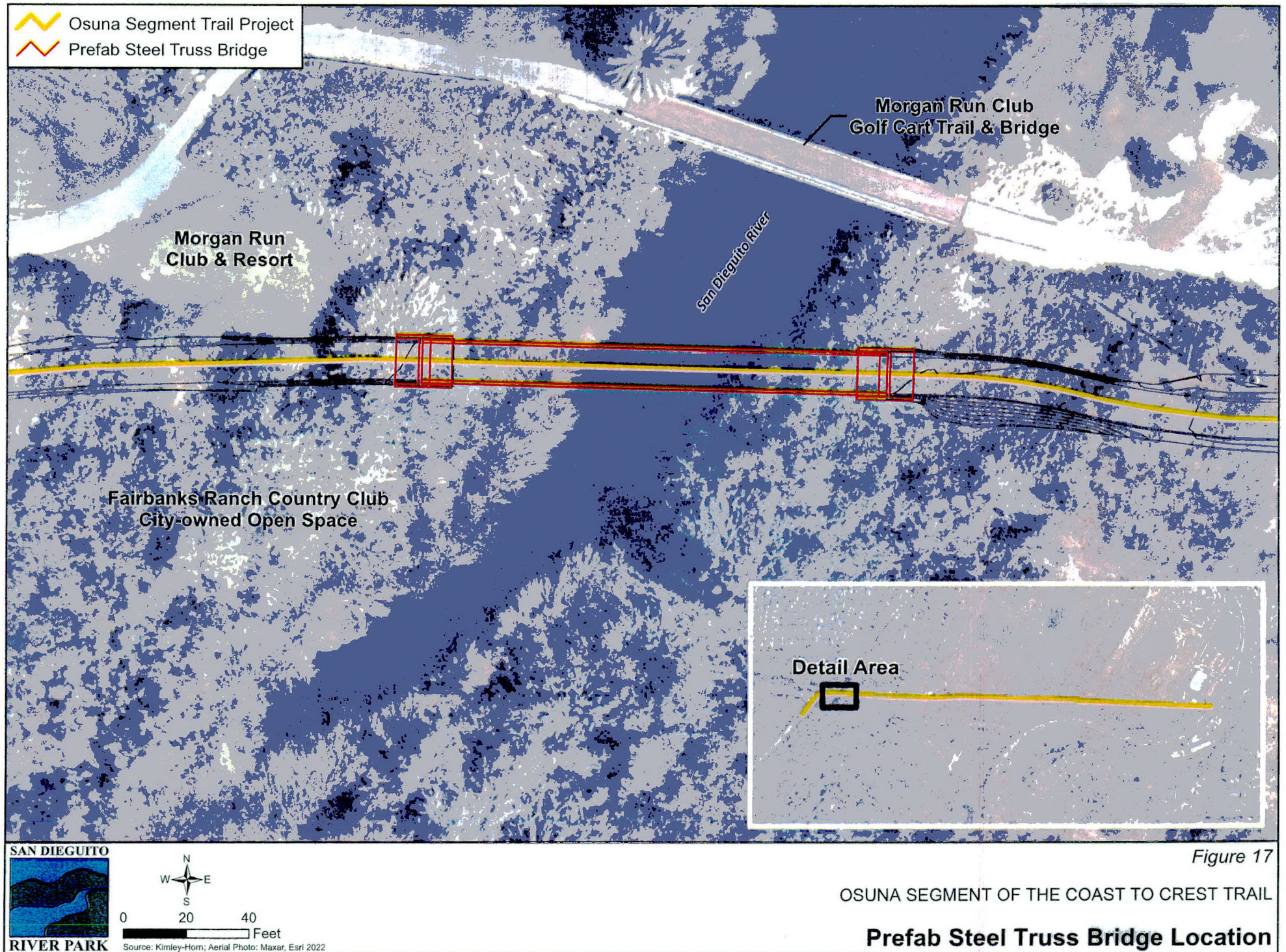


Figure 17

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Prefab Steel Truss Bridge Location

at the center of the trail on one or both sides of the trail bridge. Decorative pylons or pilasters may also be used at the bridge entrances to enhance the aesthetics. Trail fencing will be used at both approaches to prevent users from entering the river channel. Engineering studies completed for the project determined it would be infeasible to span the entire 100-year floodplain with a bridge due to the floodplain width of over 1,000 feet in the project area (Kleinfelder, 2015). The proposed bridge would span the main river channel. The main channel conveys local drainage flows and small storm events (up to 10-year storms); larger storm events overtop the channel banks and expand over the wide floodplain (Kleinfelder, 2015). The bridge structure is designed to withstand storms and flood events without affecting upstream water surface elevations and will convey river flows during 1- to 10-year storms (with 1.05 feet of freeboard) and overtop during larger storm events (Draft Hydrology and Hydraulic Analysis March 2023).

Construction Methods

Project site access points and a construction staging area are located to the west on a level area adjacent to the existing trail (Figure 4). The use of heavy construction equipment would be minimal and avoid habitat areas. Construction vehicles and equipment would enter on Via de la Valle at an existing driveway entrance and utilize the existing access road on the adjacent property (Surf Cup) to access the bridge site. The staging area is located on a previously disturbed open area near the west side of the proposed bridge away from the designated habitat areas. A smaller staging area may also be used on the east side closer to San Dieguito Road utilizing the existing dirt maintenance road. The project would generate approximately 1,480 construction trips (based on a construction buildout of seven months).

Project construction would be performed by a bridge contractor, San Dieguito River Park rangers, supervised work crews, and trained and skilled volunteers. It is anticipated that the Project would be built over a one-year period. Initial trail clearing would be conducted using a small tractor with a scraper and final grades would be completed using hand-held equipment. The trail tread would be compacted soil amended with D.G. or other material (e.g., gravel base) as needed for stability and proper drainage. The entire project site is level. Minor out-sloping of the trail would facilitate drainage into the adjacent vegetation. Lodge-pole fencing would then be added along the trail as well as trail gates/bollards and signs.

The foundations/footings for the bridge would be excavated and poured below grade on both sides of the river. The steel truss bridge would be fabricated off site and transported to the construction site in segments on a flatbed truck. Once at the site the bridge would be assembled at the staging area and placed over the river on the abutments with a crane. This construction method minimizes noise and construction activities at the site and can be done in less than one week.

Once the bridge and trail are constructed, native revegetation of temporarily impacted areas would occur including soil preparation, planting, and watering.

Trail Operation and Maintenance

The San Dieguito River Park JPA will be responsible for management and maintenance of the trail and bridge in accordance with the JPA's Trails Management Plan and Standards (2016) as is done for other segments of the Coast to Crest Trail. The JPA employs professional and experienced park rangers to perform all maintenance. Trail maintenance includes litter removal, weeding, maintaining the trail surface, patrolling, and fence repair, as needed. Bridge repair and cleaning would also be done as needed. During trail patrols, rangers conduct regular maintenance tasks including servicing waste receptacles (trash cans), repairing trail fencing and gates, and maintenance of other items such as signage, kiosks, etc. Rangers also interact with the public, enforce park rules, and check for damage on the trail. Trained and dedicated trail patrol volunteers also provide additional support to the rangers. The trails within the SDRP are routinely closed during rain events and flooding for public safety and to minimize damage to trail tread. The Osuna trail segment would be closed during large rain events when the trail and/or bridge surfaces are flooded. The trail and bridge are designed to withstand major flood events.

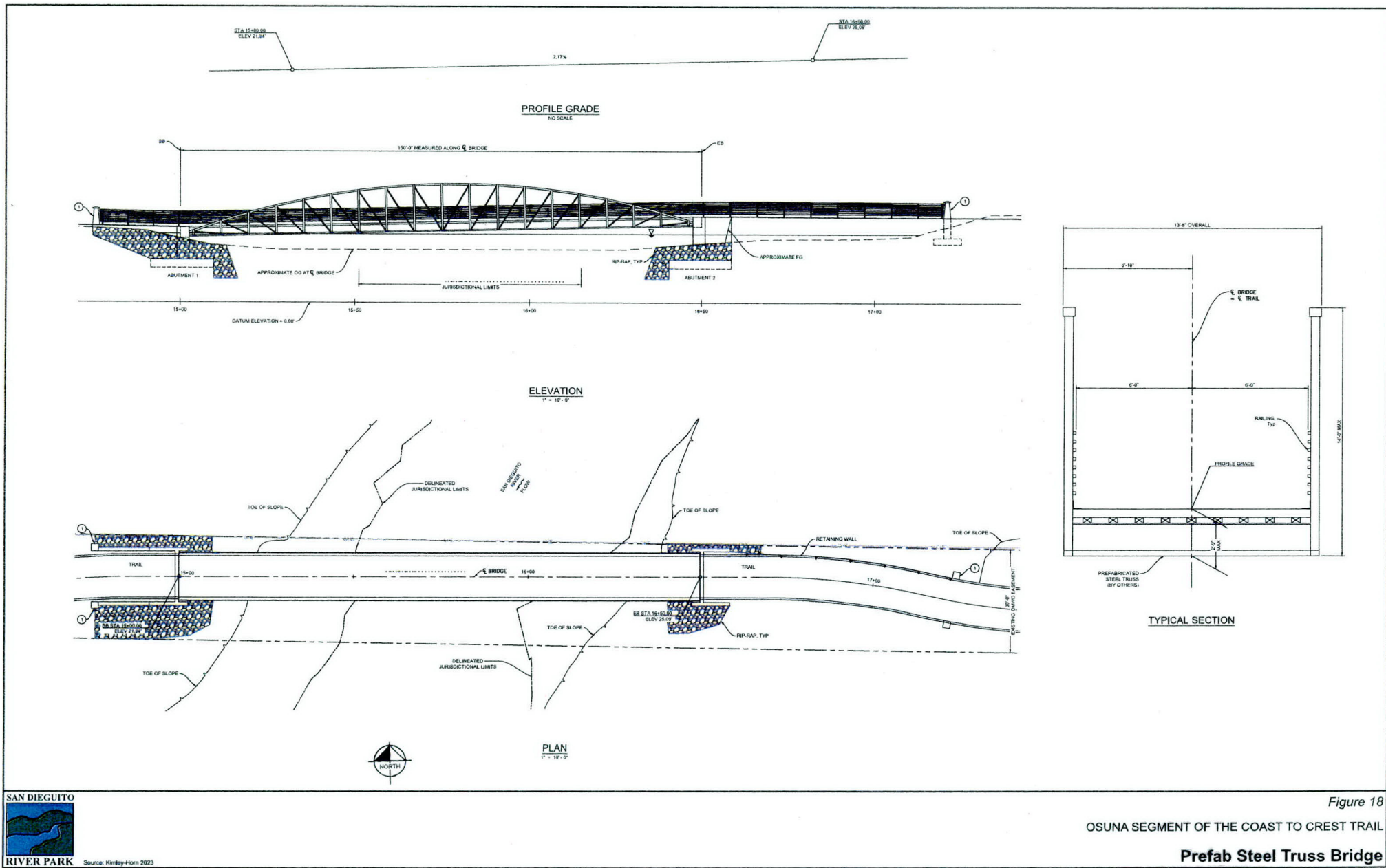


Figure 18

OSUNA SEGMENT OF THE COAST TO CREST TRAIL

Prefab Steel Truss Bridge

1. Initial Study Introduction

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9. Surrounding Land Uses and Setting

See description provided above, under Existing Site Conditions.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

It is anticipated that the Project will require approval from the following public agencies to implement; California Fish and Wildlife (Section 1602 Streambed Alteration Agreement), the City of San Diego (Site Development Permit and Grading Permit, easement), the Regional Water Quality Control Board (Section 401), United States Fish and Wildlife Service (Section 7 Endangered Species Act), and the United States Army Corps of Engineers (Section 404 Permit). A joint use agreement with the Olivenhain Municipal Water District will also be required.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

In accordance with Assembly Bill 52 (AB 52), including Section 21080.3.1(d), JPA staff circulated letters on March 26, 2021, to the local tribes who have expressed interest in receiving project notifications on JPA proposed projects. Individual letters were sent via email and U.S. Postal Service to the San Luis Band of Mission Indians, the Rincon Band of Luiseno Indians, and the San Pasqual Band of Mission Indians to request comments and input on the Project and the potential to affect tribal cultural resources. The City of San Diego initiated additional consultation via written correspondence to the Jamul Indian Village and the Lipay Nation of Santa Isabel. Letters were sent to the Tribes on January 23, 2023.

The JPA received a response letter from the San Pasqual Band of Mission Indians dated April 26, 2021, requesting consultation in the development of avoidance, minimization, and/or mitigation measures and also requesting access to cultural resource reports with respect to the proposed project. The JPA did not receive responses from the Jamul Indian Village, the Lipay Nation of Santa Isabel, San Luis Band of Mission Indians nor the Rincon Band of Luiseno Indians. JPA staff met with a San Pasqual Band of Mission Indians representative at the project site to review the proposed project. Avoidance and minimization measures for tribal cultural resources were discussed and are incorporated in the project and JPA staff will continue to coordinate and consult with the Tribe as the Project proceeds. See Section XVIII, *Tribal Cultural Resources*, for further details.

1.2 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| ☐ Aesthetics | ☐ Agriculture and Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards and Hazardous Materials |
| ☐ Hydrology and Water Quality | ☐ Land Use and Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population and Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities and Service Systems | ☐ Wildfires | ☐ Mandatory Findings of Significance |

1.3 Determination

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

Shawna Anderson, AICP

Printed Name

May 4, 2023

Date

San Dieguito River Park JPA

For

2. Initial Study Checklist

The lead agency has defined the column headings in the environmental checklist as follows:

- A. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- B. "Less-than-Significant Impact with Mitigation Incorporated" applies where the inclusion of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-than-Significant Impact." All mitigation measures are described, including a brief explanation of how the measures reduce the effect to a less-than-significant level. Mitigation measures from earlier analyses may be cross-referenced.
- C. "Less-than-Significant Impact" applies where the project does not create an impact that exceeds a stated significance threshold.
- D. "No Impact" applies where a project does not create an impact in that category. "No Impact" answers do not require an explanation if they are adequately supported by the information sources cited by the lead agency which show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project specific screening analysis).

The explanation of each issue identifies the significance criteria or threshold used to evaluate each question; and the mitigation measure identified, if any, to reduce the impact to less than significance. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration [CEQA Guidelines Section 15063(c)(3)(D)]. Where appropriate, the discussion identifies the following:

- a) Earlier Analyses Used. Identifies where earlier analyses are available for review.
- b) Impacts Adequately Addressed. Identifies which effects from the checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and states whether such effects were addressed by mitigation measures based on the earlier analysis.
- c) Mitigation Measures. For effects that are "Less Than Significant with Mitigation Incorporated," describes the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

2.1 Environmental Analysis

A project-level evaluation of all environmental issue areas for the proposed project is provided in this section. The CEQA checklist indicated that two environmental issues; biological resources and tribal cultural resources, required a detailed analysis and evaluation. A detailed analysis for these issues is provide below.

2.2 Discussion of Environmental Impacts

I. Aesthetics

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐

Although the Project is near two public roadways (Via de la Valle and San Dieguito Road), views of the site from these roadways are hidden due to distance and thick vegetation. The site which includes views of the San Dieguito River and surrounding open space is visible from the private Morgan Run Country Club and Resort and would be visible to trail users once constructed. The project would extend a public trail in an area that is not currently accessible to the public. Existing scenic views of the San Dieguito River and surrounding open space would not be adversely affected by the proposed trail development.

The terrain is mostly level thus very little grading would be necessary. Design techniques listed in the design guidelines of the San Dieguito River Park Concept Plan would be utilized to minimize disturbance and grading of the natural terrain. These techniques include using existing paths where feasible, minimizing grading and following natural contours, and using native plants to revegetate any areas temporarily disturbed by construction activities. The trail would be surfaced with decomposed granite (no paving would occur) and lodgepole fencing would be used as needed.

The one element of the project that would alter a view is the proposed 150-foot-long by 12-foot-wide trail bridge. The bridge would be visible to trail users and nearby private properties. The trail bridge design is visually compatible with the surrounding area with the use of non-glare materials and neutral colors similar to other trail bridges in the area. The design would be similar to other segments of the CTC Trail and compatible with the surrounding open space and recreational uses. Therefore, impacts would be less than significant.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
--	--------------------------	--------------------------	--------------------------	-------------------------------------

No state scenic highways are located in proximity to the project site. The nearest state scenic highway is SR 78 located approximately 33 miles northeast of the site (Caltrans 2023). The project would not remove or damage any trees or scenic resources. Although some native and non-native vegetation would be removed to construct the bridge supports and the trail, land disturbance would be kept to a minimum and removed vegetation would be replanted with native vegetation (except for the trail tread) consistent with the design guidelines in the Concept Plan. The bridge would span the entire river channel and no supports would be placed in the river. As such, no impacts would occur.

- c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?
- ☐ ☐ ☐ ☒

The site is not visible from a publicly accessible vantage point. The project is located in a suburban type setting with surrounding recreational and private open space uses including Morgan Run Golf Course and would not substantially degrade the existing visual character or quality of these existing views. The project would be visually compatible with the existing surrounding recreational uses. The trail would be built according to the design guidelines contained in the San Dieguito River Park Concept Plan, which require that grading be minimized and temporarily disturbed areas during construction be revegetated only with native plant species. The open space zoning in the area allows passive recreational use as proposed. No impacts would occur and no mitigation is required.

- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
- ☐ ☐ ☐ ☒

No lighting is proposed for the trail and non-glare materials would be used for the bridge. The trail is not open at night and the trailhead parking area, approximately 2 miles west of the site, is gated and closed after dark. Thus, the project would not be a source of light and glare. No impacts would occur.

II. Agriculture and Forestry Resources

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
--------------------	--------------------------------	---	------------------------------	-----------

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?
- ☐ ☐ ☐ ☒

Per the State of California Department of Conservation Farmland Mapping & Monitoring Program, the project site is not located within an area designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The Project site is zoned as open space and agriculture. Therefore, no impacts to Prime Farmland, Unique Farmland, or Farmland of Statewide Importance would occur with project development.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
- ☐ ☐ ☐ ☒

The Project site is located within two jurisdictions, the City of San Diego and the County of San Diego. The Project site zones are predominantly within the OF-1-1 zones (City) which allow for the proposed use. The private property is zoned as AR-1-1, AR-1-2. The Project site and surrounding area does not contain agricultural uses nor land under a Williamson Act contract; therefore, no impacts would occur in this regard.

2. Initial Study Checklist
III. Air Quality

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not zoned for timberland or other forestry uses and does not contain timberland or forest land; therefore, no impacts would occur.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

No forest land exists on or near the site; therefore, no impacts would occur.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site does not contain farmland or forest land. No farmland exists on or near the site. The project would not result in any conversion in farmland; therefore, no impacts would occur.

Mitigation Measures

No mitigation is necessary.

III. Air Quality

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒

San Diego County is currently designated as a nonattainment area for the Federal standards for ozone (O₃) as well as the State standards for O₃, particulate matter less than or equal to 10 microns (PM₁₀), and particulate matter less than or equal to 2.5 microns (PM_{2.5}). The Regional Air Quality Strategy (RAQS) and the San Diego region's portion of the SIP are the region's plans for attainment and maintaining air quality standards. The RAQS rely on information from the California Air Resources Board (CARB) and the San Diego Association of Governments (SANDAG), including projected growth in the County, and all other source emissions to project future emissions and determine the strategies necessary to reduce stationary source emissions through regulatory controls. Projects that propose development that is consistent with the land use designations and growth anticipated by the local general plans and SANDAG are, by definition, consistent with the RAQS and SIP. The proposed project does not propose any changes to existing or planned land uses that would facilitate unplanned growth; thus, the proposed project is consistent with the region's adopted growth projections and air quality standards. Because the proposed project includes development that is consistent with the planned uses for the site, the proposed project would not conflict with or obstruct implementation of the RAQS or SIP; therefore, no impacts would occur.

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| b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? | ☐ | ☐ | ☐ | ☒ |
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San Diego County is currently designated as a nonattainment area for ozone (O₃) as well as the State standards for O₃, particulate matter less than or equal to 10 microns (PM₁₀), and particulate matter less than or equal to 2.5 microns (PM_{2.5}). The proposed project extends a planned non-vehicular mode of travel and would not directly contribute pollutants. It is estimated that an average of up to approximately 100 vehicle trips per day or less may be generated by the availability of a recreational opportunity. However, the proposed trail is not a new independent trail and rather extends the existing CTC Trail by 1 mile. Trail users would park at one of the nearby existing staging areas to access the trail. These recreational trips would likely occur regardless of the construction of this project (i.e., to access the existing CTC Trail or other recreational facilities in the County). This small number of trips is not expected to violate any air quality standards. No cumulative net increase in criteria pollutants would occur with project development.

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| c) Expose sensitive receptors to substantial pollutant concentrations? | ☐ | ☐ | ☐ | ☒ |
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Air quality regulators typically define sensitive receptors as schools (Preschool–12th Grade), hospitals, resident care facilities, or day-care centers, or other facilities that may house individuals with health conditions that would be adversely impacted by changes in air quality. The County of San Diego also considers residences as sensitive receptors because they house children and the elderly.

The proposed project extends a planned non-vehicular mode of travel and would not directly contribute pollutants. No sensitive receptors have been identified within 0.25 miles (the radius determined by the South Coast Air Quality Management District [SCAQMD] in which the dilution of pollutants is typically significant), although the Surf Cup Sports host soccer tournaments on their outdoor fields is adjacent to the project site. The proposed use is non-vehicular and no pollutants would be generated from its operation. The proposed use is non-vehicular and no pollutants would be generated from its operation. Construction would be short-term and of a short duration during certain construction activities and not to a degree that would be harmful. Construction operations would include standard measures as required by City of San Diego grading permit to limit potential air quality impacts; therefore, no impacts would occur.

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| d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? | ☐ | ☐ | ☐ | ☒ |
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According to CARB's Air Quality and Land Use Handbook, typical sources of emissions leading to odors include sewage treatment plants, landfills, livestock operations, and recycling facilities, among other uses. The proposed project does not include any uses that would generate odors.

The proposed project extends a planned non-vehicular mode of travel and would not directly contribute pollutants. Construction of the proposed project may produce short-term discernible odors typical of most construction sites, such as exhaust from construction equipment.

The effects of any small generation of objectionable odors would be localized to the immediate area and would not result in a cumulatively considerable impact; therefore, no impacts would occur.

Mitigation Measures

No mitigation is necessary.

IV. Biological Resources

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☒	☐	☐

A detailed project-level analysis of biological resources and impacts is provided in Appendix A, which provides the *San Dieguito River Park Osuna Segment of the Coast to Crest Trail Project Biological Technical Report (BTR)*. The information below is a summary from the BTR.

Vegetation Impacts Summary

Approximately 1,660 feet of the total 1-mile-long, 6- to 8-foot-wide trail would be new construction. The remainder of the trail is sited on an existing unpaved maintenance road and would not directly impact any vegetation. The bridge and new trail would impact vegetation by permanently removing vegetation to accommodate the footprint of the bridge abutments and new trail surface, and by temporarily removing vegetation within the construction work area. The project design follows the design guidelines in the Concept Plan including placing 0.6 miles (3,275 feet) of the trail on an existing dirt road, placing new trail on the most disturbed areas of the site, and using a bridge to cross/span the river and placing bridge infrastructure and abutments outside of sensitive habitat thereby minimizing impacts to biological resources. The areas temporarily impacted from construction activities would be replanted and restored to native habitat.

Table 1 lists the direct vegetation impacts from the proposed project. Direct Impacts may include both the permanent loss of on-site habitat and the plant and wildlife species that it contains, as well as the temporary loss of on-site habitat. Direct impacts would occur as a result of grading for the trail and installation of the abutment.

The direct impacts that were quantified include the new trail and bridge abutments as permanent impacts and areas temporarily impacted from construction grading but replanted and restored to native habitat as part of the project design as short-term impacts.

In summary, of the total 1.635 acres of permanent impacts to all vegetation types and land covers, 0.470 acre are impacts to coastal sage scrub and 0.643 acre are impacts to wetland vegetation (i.e., native and non-native wetlands), while the remaining 0.992 acres of impact are to developed/disturbed/ornamentals areas. The total net permanent impact to native vegetation (i.e., upland and wetland vegetation) equals 0.53 acre.

Areas (fill slopes) that are temporarily disturbed from construction of the trail will be restored in place and will account for 0.242 acres of all vegetation types and land covers. Of that amount, 0.161 acres of coastal sage scrub and 0.008 acres of wetland vegetation will be restored in place. In addition, 0.073 acres of impacts to non-native and disturbed areas from grading will be revegetated to native coastal sage scrub and wetland vegetation. Impacts to sensitive vegetation communities would be considered significant but will be mitigated for through onsite restoration and enhancement, therefore reducing the impacts to a less-than-significant level.

Table 1 Direct and Indirect Impacts to Vegetation Communities and Land Cover Types in the Project Site

Vegetation Community/Land Cover Type	City of San Diego Biology Guidelines Vegetation Community ^a	Subarea Plan Tier	Impact Type			
			Bridge Shading (indirect impact)	Abutment and Trail (direct impact)	Grading of Slopes (direct impact)	Total
Upland Vegetation Communities						
Coastal Sage Scrub	Coastal Sage Scrub	II	—	0.309	0.161	0.470
Wetland Vegetation Communities						
Freshwater Marsh	Freshwater Marsh	Wetland	0.003	0.021	—	0.024
Coastal Salt Marsh	Salt Marsh	Wetland	—	0.011	—	0.011
Mulefat Scrub	Riparian Scrub	Wetland	—	0.005	0.008	0.013
Southern Willow Scrub	Riparian Scrub	Wetland	0.004	0.012	—	0.016
Open Water	Natural Flood Channel	Wetland	0.020	—	—	0.020
Subtotal Wetlands			0.027	0.049	0.008	0.084
Non-Native Vegetation Communities and Land Covers						
Developed Land	Disturbed Land	N/A	—	0.843	—	0.843
Disturbed Habitat	Disturbed Land	IV	—	0.037	0.010	0.047
Ornamental	Disturbed Land	IV	—	0.068	0.034	0.102
Arundo-Dominated Riparian	Disturbed Wetlands	Wetland	0.011	0.023	0.001	0.035
Non-native Riparian	Disturbed Wetlands	Wetland	0.003	—	—	0.003
Tamarisk Scrub	Disturbed Wetlands	Wetland	—	0.023	0.028	0.051
Subtotal Non-Native and Land Covers			0.014	0.994	0.073	1.081
Grand Total			0.041	1.352	0.242	1.635 ^b

NOTES:

a. Source: City of San Diego 2018a

b. Total impacts when Developed, Disturbed and Ornamental communities (0.992 ac) are deducted equals 0.643 acre of impacts to native and non-native wetlands.

Temporary Impacts

All vegetation temporarily impacted by construction grading that is not part of the trail itself would be restored and revegetated with appropriate native vegetation following project construction. Non-native wetland (such as invasive *Arundo*), upland habitats, and disturbed areas adjacent to the trail would be enhanced and revegetated with native vegetation. Although trail construction would temporarily impact coastal sage scrub (i.e., side slopes of the trail), the area would be revegetated with native CSS plants. Therefore, the loss of this habitat is not considered to be significant with mitigation incorporated. See mitigation measures section below.

Bridge Shading Permanent Indirect Impacts

Shading from the bridge is considered a permanent indirect impact. In this case the bridge would span primarily over open water, but also over non-native *Arundo*, non-native riparian, and minor patches of freshwater marsh and southern willow scrub plant communities. However, it is anticipated that vegetation under the bridge will continue to persist because the bridge elevation will be high enough to allow light to reach the vegetation. The bridge may limit some sunlight from reaching the vegetation growing below the bridge, but it is not likely to be detrimental to the native riparian species. Additionally, many riparian species are adapted to low light conditions, often growing under the canopies of taller riparian trees. It should be noted that the non-native vegetation will be removed and replaced with native vegetation as part of the mitigation/revegetation program. Impacts from bridge shading is not considered a significant impact.

Permanent Impacts

Construction of the bridge abutments (i.e., bridge footings) and the trail footprint would result in impacts to coastal sage scrub, wetland vegetation, and non-native vegetation and disturbed/developed areas. Grading of the slopes for the trail would also result in permanent impacts. The project would result in 0.643 permanent impacts to sensitive vegetation communities within the project footprint. Impacts to sensitive vegetation communities would be considered significant but will be mitigated through onsite restoration and enhancement; therefore, impacts would be reduced to a less-than-significant level (see Mitigation section below).

Sensitive Plants

Several recent plant surveys of the area have not detected sensitive species. Additionally, no sensitive plant species were detected within the proposed project impact footprint during project reconnaissance surveys. Based on a review of study area and results from previous surveys, only one species has a moderate potential to occur within the project area: Lewis/evening primrose. Since surveys may have been conducted outside the blooming period, the biology report assumed the species to be present in CSS habitat and impacts to sensitive plants would occur. The project would result in impacts to coastal sage scrub which could have the potential to support Lewis' Evening primrose. However, the loss of this habitat would be less than significant given the low rarity of species and the marginal loss of habitat.

Sensitive Wildlife Species

The Project would have a direct impact on native habitat that supports sensitive wildlife species resulting in the permanent loss of 0.527 acres of potential nesting/foraging habitat for species (Appendix A, BTR Section 6.2.4). The impact on native habitat is considered to be significant since the impact to native habitat exceeds the City thresholds for upland and wetland vegetation communities. However the proposed revegetation and mitigation measures would reduce these impacts to a less-than-significant level.

Indirect Impacts to Sensitive Wildlife

Wildlife may be indirectly affected in the short-term by construction-related noise, which can disrupt normal activities and subject wildlife to higher predation risks. Breeding birds can be significantly affected by short-term construction-related noise, which can result in the disruption of foraging, nesting, and reproductive activities. Indirect impacts from construction-related noise may occur to Ridgway's rail, least Bell's vireo, northern harrier, least bittern, Cooper's hawk, Canada goose, Swainson's hawk, white-tailed kit, California horned lark and yellow warbler if construction occurs during the breeding season (i.e., February 1 through September 15). These impacts would be considered significant. Implementation of the mitigation measures listed below would serve to reduce the impact to a less-than-significant level.

Temporary vegetation impacts from construction activities would be restored to native habitat following project completion. Restoration work would include restoring and enhancing upland habitat (CSS) and non-native riparian habitat within the side slopes of the trail through revegetation with native species. (see Appendix A, BTR Section 6 impact analysis, for details).

Ridgway's rail and least Bell's vireo both have the potential to nest in the wetland habitat adjacent to the trail. Since the proposed project includes construction of a bridge over the river and requires the placement of abutments on either side of the bridge, in addition to trail grading, there is a potential for the project to result in direct impacts to Ridgway's rail or least Bell's vireo should they be present during construction activities. To avoid potential impacts to these species during project construction, minimization measures are required if work is planned adjacent to areas where these species have a moderate or high potential to occur. These measures are listed under the Mitigation Measures section below and would reduce potential impacts to a less-than-significant level.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☒	☐	☐
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The proposed project would have limited permanent impacts to jurisdictional resources resulting from trail and bridge construction (Appendix B, BTR Table 9-11). Project design incorporated measures to minimize impacts when possible. The bridge would completely span the open water of the river with no supports in the river channel. The bridge abutments are designed and sited to fall primarily within non-native riparian, and Arundo-dominated riparian plant communities and would be designed to minimize impacts to adjacent wetland resources and avoid direct impacts to the river. The trail along the private property trail easement (0.6 miles) would avoid all impacts to freshwater marsh and coastal salt marsh vegetation by utilizing an existing maintenance road, rather than creating a new trail and impacting additional wetland habitat nearby.

In total, the proposed project would result in direct impacts to 0.134 acre and indirect temporary impacts to 0.041 acres of City regulated wetlands (Table 2). Impacts to wetlands and other regulated resources would be considered significant but would be mitigated by the design measures described earlier in this section (and mitigation measures below). The trail along the Evergate Stables property is designed to avoid impacts to freshwater marsh and coastal salt marsh vegetation by utilizing the existing service access road, rather than encroaching into jurisdictional wetland habitat through that portion of the project.

Implementation of the measures listed below would reduce potential impacts to a less-than-significant level. See the Mitigation Measure section below for further details.

Table 2 Direct and Indirect Impacts to City of San Diego Wetlands in the Project Area

Vegetation Community/Land Cover Type	Impact Type			Total
	Bridge Shading (indirect impact)	Abutment and Trail (direct impact)	Grading (direct impact)	
Wetlands/ Riparian Habitat				
Arundo-Dominated Riparian (under combined agency & City jurisdiction)	0.001	0.010	0.001	0.012
Coastal Salt Marsh	—	0.011	—	0.011
Freshwater Marsh	0.003	0.021	—	0.024
Mulefat Scrub	—	0.005	0.008	0.013
Non-native Riparian	0.003	—	—	0.003
Southern Willow Scrub	0.004	0.012	—	0.016
Tamarisk Scrub	—	0.023	0.028	0.051
Subtotal	0.011	0.082	0.037	0.130
		0.119		
Non-Wetland Waters/Streambed				
Open Water	0.020	—	—	0.020
Arundo-dominated Riparian (under CDFW & City jurisdiction only)	0.010	0.014	0.001	0.025
Subtotal	0.030	0.014	0.001	0.045
		0.015		
Total Area	0.041	0.096	0.038	0.175

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? ☐ ☒ ☐ ☐

The CTC Trail alignment through the subject area is constrained by existing land uses in the area and there is limited space for the new trail, which must pass through the project area to connect to the other existing segments of CTC Trail. The San Dieguito River flows adjacent to other existing recreational uses (two private golf courses and soccer fields) and residential areas in the project area. The SDRP Concept Plan and FEIR addresses the CTC Trail through the project area. Impacts to wetlands cannot be completely avoided by the project including wetlands associated with the San Dieguito River and the surrounding transitional upland habitat. However, impacts are minimized to the maximum extent practicable by the design measures incorporated into the project consistent with the Concept Plan guidelines and measures and as explained in this section.

The bridge crossing location was sited at the narrowest part of the river channel and adjacent to degraded wetland habitat to the extent feasible to avoid and minimize impacts to wetlands to the greatest degree possible. Although the bridge would span the river, a small impact would occur to riparian bank from the abutments. The trail is also aligned to cross the most sensitive areas for a shorter distance

(perpendicular to the river) and for a short duration as trail users pass through. The bridge and trail would be sited on mostly disturbed habitat (filled berm) and the existing dirt road. All areas disturbed by construction activities and not part of the permanent project footprint would be revegetated with appropriate native species. In addition, existing exotic/non-native plant species that have previously invaded the existing wetlands would be removed and those areas would be restored and enhanced to the appropriate native plant communities. This would help provide an improved wetland habitat area and additional nesting and foraging opportunities for native wildlife species.

Areas of wetlands that could be subject to physical disturbance by trail users would be protected by confining trail users to the trail (lodge pole trail fencing on both sides) and preventing access to the wetlands. Revegetation along the margins of the trail would help provide a vegetative buffer to the existing habitat. Providing a dedicated trail connection would ensure that the river and other surrounding habitat are not inadvertently degraded by trail users seeking their own way through the area. Implementation of mitigation measures would reduce potential impacts to a less-than-significant level. See the Mitigation Measure section below.

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| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | ☐ | ☐ | ☒ | ☐ |
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The main habitat linkages within the study area are associated with San Dieguito River, adjacent upland habitat, and wetlands northeast of the project site. Outside of these areas is predominately developed landscapes (golf courses, soccer fields, equestrian stables, housing developments) that likely provide limited refuge and cover for wildlife species and their movements. San Dieguito River provides wildlife habitat and supports wildlife species movement. Large species are likely passing through and moving to more native habitat cover further west at the San Dieguito Lagoon. Wildlife likely also use the open space on the southern half of the study area to move between habitats; yet this natural habitat is bounded on all sides by roads and development and therefore movement is restricted.

Nevertheless, the proposed bridge and trail would not impede or interfere with wildlife movement. The trail is a passive use and is not open or in use at night and would allow (not impede) wildlife movement. Proposed new lodgepole fencing in potential wildlife use areas does not block wildlife passage and would keep trail users out of adjacent habitat areas.

The project would not interfere substantially with wildlife movement and the impact is less than significant.

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| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | ☐ | ☒ | ☐ | ☐ |
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Compliance with existing environmental regulations and implementation of measures as described in this section would reduce impacts to a less-than-significant level. See Section IV(f).

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| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | ☐ | ☐ | ☒ | ☐ |
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The Multiple Habitat Preserve Area (MHPA) of the MSCP was designed to include key biological core and linkage areas within the City (City of San Diego 1997). The project area is not within the designated

MHPA and is determined not to be a designated biological core or linkage area. The MHPA boundary occurs approximately 1.3 miles from the Project area and is not adjacent to the Project area. Therefore, impacts are considered less than significant.

Cumulative Impacts

The project area is located within the City of San Diego MSCP Subarea Plan area. The MSCP is a long-term regional conservation plan established to protect sensitive species and habitats in San Diego County. The MSCP is divided into subarea plans that are implemented separately from one another. Within the MSCP area there are focused MHPA areas, however this portion of the San Dieguito River, where the trail and bridge will be located, is not within the MHPA area. The MSCP planning effort is designed to address cumulative impacts through development of a regional plan that addresses impacts to covered species and habitats in a manner that assures their conservation despite cumulative project impacts over the long term. The ultimate goal of the MSCP plan is the establishment of biological reserve areas in conformance with the State of California Natural Communities Conservation Planning Act.

Cumulative impacts to sensitive vegetation communities or sensitive species from implementation of the project are not expected since all activities are located outside of the MHPA and the project would result in minimal impacts to sensitive resources. These impacts would be offset through the restoration/revegetation of on-site disturbed habitat to native vegetation and through enhancement of existing non-native vegetation communities through exotic species removals and revegetation with native species, thus resulting in no-net-loss of sensitive resources. Therefore, the proposed project would not result in cumulative impacts to either sensitive vegetation communities or species.

Mitigation Measures Incorporated into the Project

The project has been designed to be consistent with the Design and Development Standards contained in the San Dieguito River Park Concept Plan. However, additional measures are necessary to mitigate all biological impacts from implementation of the project to a level of insignificance:

Mitigation Measures for Direct Impacts to Vegetation Communities and Jurisdictional Resources

The proposed project would result in impacts to sensitive vegetation communities within the trail alignment. The project includes the following mitigation consistent with the City's Biology Guidelines (City of San Diego 2018a). These measures would mitigate direct impacts to vegetation communities and jurisdictional resources to less than significant.

MM-BIO-1: Upland Mitigation. To compensate for the permanent loss of 0.47 acres of Tier II coastal sage scrub habitat the project will provide onsite restoration/revegetation of coastal sage scrub vegetation, within the side slopes and margins of the trail, as well as within non-native habitat areas. Where disturbed habitat and non-native vegetation (i.e., tamarisk and ornamental vegetation) exist adjacent to the trail, the non-native species will be removed, and the areas will be revegetated and enhanced with native species. A minimum of 0.47 acres of CSS mitigation compensation will be required onsite to compensate for these impacts. The project proposes to restore and enhance 0.47 acres of upland CSS vegetation through exotic species removals and revegetation, which meets the required mitigation acreage.

MM-BIO-2: Wetlands Mitigation. To compensate for the loss of 0.132 acres of wetlands, the project will include restoration of the side slopes and margins of the trail, where the trail passes through existing wetlands, through revegetation with wetland and riparian vegetation. In addition, within areas adjacent to the trail, where Non-Native Riparian, Arundo-dominated Riparian and Tamarisk Scrub communities exist, the non-native species will be removed and treated, and the

areas will be enhanced and revegetated with appropriate wetland and riparian vegetation. In total, a minimum of 0.286 acres of wetland mitigation compensation, composed of wetland restoration and enhancement, will occur on site as part of the project to compensate for these impacts. The project will also restore 0.17 acre of wetlands and enhance 0.22 acre of wetlands through exotic species removals and revegetation, for a total of 0.39 acre of wetland mitigation which exceeds the required mitigation acreage of 0.286 acres. The project shall implement the wetland restoration and enhancement program shown on the preliminary landscape planting and irrigation plans, provided in Appendix C.

MM-BIO-3: Installation of Temporary Fencing. To prevent inadvertent disturbance to areas outside the limits of grading, the contractor shall install temporary orange construction fencing, or utilize existing fencing, along the limits of grading.

MM-BIO-4: Installation of Permanent Fencing. To prevent inadvertent disturbance to areas outside the limits of trail over the long-term, permanent fencing shall be installed along the trail as shown on the project construction plans.

MM-BIO-5: Construction Monitoring and Reporting. To prevent inadvertent disturbance to areas outside the limits of grading, all disturbance of native habitat shall be monitored by a biologist during construction. The biological monitor(s) shall be contracted with the JPA to perform biological monitoring during all clearing and grubbing activities and during bridge construction.

The project biologist(s) shall perform the following duties:

- a. Attend the pre-construction meeting with the contractor and other key construction personnel prior to clearing and grubbing to provide educational guidelines for work within the sensitive habitat areas. The biologist shall discuss measures to reduce conflict between the timing and location of construction activities with other mitigation requirements (e.g., seasonal surveys for nesting birds).
- b. During clearing and grubbing, the project biologist shall conduct meetings with the contractor and other key construction personnel each morning prior to construction activities in order to go over the proposed activities for the day, and for the monitor(s) to describe the importance of restricting work to designated areas and to minimize and avoid harm to, or harassment of, wildlife prior to clearing and grubbing.
- c. Review and/or verify the limits of the construction area in the field with the contractor in accordance with the final grading plan prior to clearing and grubbing. Assure that temporary construction fencing demarcating the limits of grading are installed and properly maintained.
- d. Supervise and monitor vegetation clearing and grubbing weekly to ensure against direct and indirect impacts to biological resources that are intended to be protected and preserved and to document that protective fencing is in place and intact.
- e. Flush wildlife species (i.e., reptiles, mammals, avian, or other mobile species) from any occupied habitat areas immediately prior to brush-clearing activities. This does not include disturbance of nesting birds or "flushing" of state-listed species (i.e., Ridgeway Rail, or other listed species. (see MM-BIO-10).
- f. Periodically monitor the construction site to verify that the project is implementing and complying with the project stormwater pollution prevention plan practices: dust control, fiber rolls and silt fencing as appropriate, removal of construction debris and a clean work area,

covered trash receptacles that are animal-proof and weather-proof, and prohibition of pets on the construction site.

- g. Prepare and retain monitoring notes for the duration of the proposed project for submittal in a final report to substantiate the biological supervision of the vegetation clearing and grading activities and the protection of the biological resources.

MM-BIO-6: Long-term Five-year Biological Monitoring and Reporting. The long-term establishment of the mitigation revegetation areas shall be monitored by a qualified biologist/habitat restoration specialist. The biological monitor(s) shall be contracted to perform biological monitoring throughout the five-year maintenance and monitoring period. The project biologist(s) shall perform the following duties:

- a. Monitor the project bi-monthly during years one and two, and quarterly during years three through five.
- b. Monitoring shall include qualitative monitoring based upon visual observations, as well as quantitative monitoring through the use of point intercept transect data collection to record percent cover of native and non-native species within the revegetation areas. Transects shall be taken in all representative mitigation/revegetation areas. The biological monitor shall determine the location, length and quantity of the transects to provide an adequate representation of the site conditions.
- c. Results of the monitoring effort shall be documented in annual monitoring reports to be prepared at the end of each yearly monitoring period. The reports shall describe the current site conditions, progress towards achievement of the project's success criteria and performance standards and any remedial measures that might be necessary to help ensure project success.
- d. Document the annual success criteria and performance standards in Appendix B, BTR Section 7, MM-BIO-6, Tables 13–15.
- e. For all revegetation areas there shall be no invasive plant species present, as described/listed on the most recent version of the California Invasive Plant Council California Invasive Plant Inventory for the project region, throughout the five-year maintenance and monitoring period.

Mitigation Measures for Direct Impacts to Sensitive Wildlife

Direct impacts to habitat for special-status wildlife species identified as having moderate to high potential to occur in the study area (northern harrier, least bittern, Ridgway's rail, least Bell's vireo, San Diego black-tailed jackrabbit, wandering skipper, western spadefoot, orange-throated whiptail, Cooper's hawk, Canada goose, Swainson's hawk, white-tailed kit, California horned lark, yellow warbler, and monarch butterfly) would be reduced through the implementation of upland and wetlands mitigation. In addition, installation of both temporary and permanent fencing would ensure that inadvertent direct impacts to habitat for special-status species would not occur. A biological monitor will be present to ensure that the appropriate measures are adhered to. These measures would reduce impacts to less than significant.

MM-BIO-7: Best Management Practices (BMPs). To avoid indirect impacts, the project shall be required to meet National Pollutant Discharge Elimination System regulations, incorporate appropriate BMPs during project construction, install permanent BMPs per the City's Storm Water Standards Manual, and prepare and implement a Stormwater Pollution Prevention Plan.

MM-BIO-8: Construction Flagging and Environmental Training. All required construction protection measures shall be followed, which includes having a qualified biologist present during construction activities to provide environmental training, supervise flagging of sensitive resources prior to construction as needed, and monitor the project during construction as needed to ensure no unauthorized impacts occur.

Mitigation Measures for Indirect Impacts to Sensitive Wildlife

Proposed project implementation has the potential to indirectly impact sensitive birds (least Bell's vireo, northern harrier, least bittern, Cooper's hawk, Canada goose, Swainson's hawk, white-tailed kit, California horned lark and yellow warbler) nesting or foraging in adjacent habitat areas. Potentially significant indirect impacts from construction noise to wildlife considered special status under the MSCP may occur.

The following mitigation measures would be applied to reduce potential indirect impacts to these special-status wildlife species (i.e., birds) to a level less than significant.

MM-BIO-9: Nesting Bird Survey. To avoid any indirect impacts to the above listed species, construction within 300 feet of suitable habitat, shall occur outside of the breeding season for these species (February 1 to September 15). If construction must occur during the breeding season, a qualified biologist shall conduct a pre-construction survey within suitable habitat to determine the presence or absence of nesting birds in the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities. The applicant shall submit the results of the preconstruction survey to the City of San Diego's (City's) Development Services Department (DSD) for review and approval prior to initiating any construction activities.

If nesting sensitive birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable state and federal law (i.e., appropriate follow up surveys, monitoring schedules, construction, and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that the disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The biologist, in concert with the City, shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

If nesting by the above listed sensitive birds is detected, then an appropriate impact avoidance area shall be included in the mitigation plan and this buffer shall be established around the active nest using orange fencing or other clear demarcation method. The radius of this avoidance buffer shall be determined through coordination with the project biologist and authorized by the City's project manager and DSD and shall use orange fencing or other clear demarcation method to define the approved buffer. If none of these sensitive birds are observed nesting during the pre-construction survey then no further mitigation is required.

MM-BIO-10: Least Bell's Vireo Avoidance. Construction within 300 feet of any sensitive riparian areas with suitable habitat may have adverse indirect impacts on least Bell's vireo, if construction occurs during the breeding seasons for this species (March 15 through September 15).

Avoidance of Least Bell's Vireo Take. Prior to the preconstruction meeting, the City's Environmental Designee/Mitigation Monitoring Coordination (ED/MMC) shall verify that Multi-Habitat Planning Area (MHPA) boundaries and the requirements regarding least Bell's vireo, as specified below, are shown on the biological monitoring exhibit and construction plans.

No clearing, grubbing, grading, or other construction activities shall occur during the least Bell's vireo breeding season (March 15 through September 15). If construction activities must be scheduled during the breeding season, the following must be met to the satisfaction of the ED/MMC:

1. A Qualified Biologist (possessing a valid Endangered Species Act Section 10(a)(1)(a) Recovery Permit) shall survey habitat areas for the presence of least Bell's vireo pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife Service within the breeding season prior to the commencement of any construction. If least Bell's vireo are not present, then no further monitoring or measures are required. If least Bell's vireo are present, then the following conditions must be met:
 - a. March 15 through September 15 for least Bell's vireo, no clearing, grubbing, or grading of occupied habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; and
 - b. March 15 through September 15 for least Bell's vireo, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(A) hourly average at the edge of occupied habitat.

The mitigation measures listed above would mitigate all biological resources impacts to a level less than significant.

V. Cultural Resources

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to 15064.5?	☐	☐	☒	☐

The information in this section is summarized from the project-level Cultural Resources Inventory Report for the Osuna Valley Trail Bridge (Appendix B).

The trail portion of the project would involve minor shallow grading on existing disturbed areas and fill. The bridge supports (abutments) would involve deeper land disturbance that could potentially impact cultural resources if present.

A file search and project site field survey were conducted by a qualified consultant to determine the presence or potential presence of historic resources within the project site (Appendix B, which provides the *Cultural Resources Inventory Report for the Osuna Valley Trail Bridge, San Diego County, California*). A records search from the South Coast Information Center indicated that one cultural resource was previously identified within the Project area of potential effects (APE). The resource is identified as a utility power line that intersects the Project APE but was determined not eligible for designation as a cultural resource of significance. While the resource is within the Project APE it is not within the area of direct impact and would be avoided. A sacred lands file search with the Native American Heritage Commission (NAHC) was conducted yielding negative results.

An extensive pedestrian field survey of the Project APE conducted in July 2021 by qualified archaeologists identified no new cultural resources. Visibility during the survey was moderate in the

western portion to good in the eastern portion of the Project APE. The western half of the project area including the future bridge location was in an area of heavy disturbance consisting of a dirt path and a sandy dune engineered berm. The proposed work would involve a minimal amount of ground disturbance in areas that have been developed between the 1960s and heavily through the 1980s. No further cultural review or monitoring was recommended as construction efforts would be limited to recently disturbed contexts due to previous landscaping and construction efforts. Therefore, no significant resources would be impacted by the Project.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	☐	☐	☒	☐
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See answer to question V.a above.

c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐
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The project site is not located within or near a formal cemetery and is not known to be located on a burial ground. The project would involve only minor shallow grading that is unlikely to disturb human remains. A Tribal monitor will be present during grading activities per the mitigation measure incorporated into the project (see Section XVIII of this checklist). Impacts would be less than significant.

Mitigation Measures

No mitigation is necessary.

VI. Energy

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
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Adherence to Title 24, the Building Standards, California Energy Code, and Green Building Standards would minimize wasteful and inefficient use of energy resources during construction of the project. Additionally, only a minor amount of energy would be used during project construction with typical construction activities over a short time period. Therefore, the proposed project would not result in wasteful, inefficient, or unnecessary usage of direct or indirect energy and no impacts would occur.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒
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The proposed project is not energy consumptive and would expand a non-vehicular recreational resource in the area and thereby would contribute to energy conservation. The continuation of the use of the proposed project as a recreational site would not result in cumulatively considerable impacts on

applicable State renewable energy plans. The project would not obstruct state or local plans for renewable energy or energy efficiency; therefore, no impacts would occur.

Mitigation Measures

No mitigation is necessary.

VII. Geology and Soils

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | ☐ | ☐ | ☒ | ☐ |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

A Preliminary Foundation Report was prepared for the proposed project finding that the project is not located within an Alquist-Priolo Fault Zone. No active faults are known to underlie or project toward the site. Therefore, the probability of fault rupture is low. The project bridge design would comply with the seismic requirements of the California Building Code. Implementation of required engineering design and standard construction practices would ensure that the potential for impacts from regional geologic hazards would remain less than significant.

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|------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| ii) Strong seismic ground shaking? | ☐ | ☐ | ☒ | ☐ |
|------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project site is located within a seismically active Southern California region and is potentially subject to moderate to strong seismic ground shaking along major earthquake faults. Seismic shaking at the site could be generated by any number of known active and potentially active faults in the region. The closest known active fault is the Rose Canyon fault zone located about 9 miles west-southwest of the site. The City of San Diego Seismic Safety Study map (2008), Geologic Hazard Categories does not identify the project as being in a fault zone. The project site liquefaction is identified as (32) with a low potential. Implementation of required engineering design and standard construction practices would ensure that the potential for impacts would be reduced to an acceptable level of risk. Impacts would be less than significant.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Seismic-related ground failure, including liquefaction? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

As described above in section ii, the project may be subject to moderate to strong ground shaking in the event of a major earthquake and is rated low potential for liquefaction. However, the proposed project does not involve the construction of any buildings or other habitable structures that may be especially susceptible to ground failure, including liquefaction. Therefore, no impact is anticipated.

iv) Landslides?	☐	☐	☐	☒
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The topography of the project site is characterized as flat with a low manmade berm and does not have the potential for landslides under existing conditions. The proposed project does not involve the construction of any buildings or other habitable structures. In general, the proposed trail alignment would involve minor grading in a flat area that is not susceptible to landslides. No impact would occur.

b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
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Construction activities would temporarily expose soils to increased erosion potential although the site is mostly level and not steep. The trail is on top of a previously disturbed man-made berm and on an existing maintenance road. Initial grading of the trail would be the only time there could be erosion when soils are exposed next to river. The trail design minimizes runoff (e.g., compacted trail surface, graded with cross-drain design to limit erosion and direct flow across the trail and into the surrounding native soils), and the trail would be regularly maintained to minimize pollutants (as is other segments of CTC Trail). Operation of the trail would not necessitate use of permanent treatment control BMPs. The project would be required to comply with the City's Storm Water Standards and use appropriate Best Management Practices (BMPs), which would contain exposed soils and ensure soil erosion is minimized to less-than-significant levels. Typical BMPs for trail construction include use of silt fences and fiber rolls to contain soils. All graded surfaces would be compacted for trail use or planted with native species. Therefore, the project would not result in substantial soils erosion or loss of topsoil. Impacts would be less than significant.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
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See answers to i and iii above. Impacts would be less than significant.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
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The Geotechnical Report concluded that a majority of the soil encountered is expected to possess a "low" expansion potential and includes recommendations for soil preparation contained in the project-specific Preliminary Foundation Report (Appendix D, *Foundation Report, Osuna Segment of the Coast to Crest Trail Project*). Project impacts would be less than significant.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
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None of these uses are proposed or needed. No impact would occur.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Directly or indirectly destroy a unique paleontological resource site or unique geological feature? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would involve minor and shallow grading on existing fill and would not result in impacts to paleontological resources. No impacts to paleontological resources would occur.

Mitigation Measures

No mitigation is necessary.

VIII. Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Project is a non-vehicular recreational use and would extend an existing trail in the area by 1 mile. The trail would be accessible without a car by the local community and connect to a public roadway with pedestrian and bicycle access (bike lanes). Nearby trail parking at the Lagoon Staging Area would provide vehicular access and no new vehicular access is proposed.

Construction activities emit greenhouse gases (GHGs) primarily through combustion of fuels (mostly diesel) in the engines of off-road construction equipment and through combustion of diesel and gasoline in on-road construction vehicles and in the commute vehicles of the construction workers. Smaller amounts of GHGs are also emitted through the energy use embodied in any water use (for fugitive dust control) and lighting for the construction activity. The project would be constructed in accordance with the energy efficiency standards, water reduction goals, and other "green" standards contained in the California Green Building Standards. Light machinery and vehicles that are in the Tier 4 California Air Resources Board and the U.S. Environmental Protection Agency (EPA) standards would be used minimally during construction of the trail mainly for initial scraping to create the trail. Given the nature of trail construction, most of the trail itself would be constructed using small-scale machinery equipment and hand tools that do not generate greenhouse gas emissions. Therefore, greenhouse gas emissions during construction are expected to be minimal.

The project is consistent with the General Plan and zoning designations and with the City of San Diego Climate Action Plan (CAP). Based on the project's consistency with the City's CAP, the project's contribution of GHG's to cumulative statewide emissions would be less than cumulatively considerable. Therefore, the project does not cause direct and cumulative GHG emissions.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

See answer to VIII.a above. The project would not conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gasses. Because the project does not conflict with or obstruct the Climate Action Plan, no impact would occur.

Mitigation Measures

No mitigation is necessary.

IX. Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, storage, use, or disposal of hazardous materials? | ☐ | ☐ | ☒ | ☐ |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. The potential use of these materials would be temporary in nature only for duration of the planned construction period), and the project would not routinely transport, use or dispose of hazardous materials. Additionally, these materials would not be stored at the site, nor would vehicle maintenance be done there. Refueling of the construction equipment may be done, but only at the staging area and away from the river and would comply with laws in place. Therefore, the potential impact is considered less than significant.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | ☐ | ☐ | ☒ | ☐ |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Use of hazardous materials at the site would be extremely low and of short duration during construction only and would not pose a significant hazard. Project operation does not involve the use of hazardous materials.

The potential to create a significant hazard involving the release of hazardous materials into the environment is considered a less-than-significant impact.

2. Initial Study Checklist
IX. Hazards and Hazardous Materials

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not involve the use or transport of substantial amounts of hazardous material and the project would not create a significant hazard to schools in the area. The proposed project is not located within 0.25 miles of an existing or proposed school. No impact would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, or is otherwise known to have been subject to a release of hazardous substances and, as a result, would it create a significant hazard to the public or the environment? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The site was evaluated using appropriate databases including the California Department of Toxic Substances Control EnviroStor database (DTSC 2023) which, pursuant to Government Code Section 65962.5, lists Federal Superfund, State Response, Voluntary Cleanup, School Cleanup, Hazardous Waste Permit, and Hazardous Waste Corrective Action sites, and the California State Waterboard's GeoTracker (DTSC 2023), which lists LUFT sites. A LUFT site is undergoing cleanup due to an unauthorized release from an underground storage tank system. According to the EnviroStor and GeoTracker database, there are no listings for the project site. Any development of the project site would be required to comply with all applicable Fire, Building, and Health and Safety Codes, which would eliminate any potential risk of upset. Although the site is located within a 100-year floodplain (FEMA 2019) it would not create a significant risk of upset or hazard to human health and safety.

The proposed project would not create a significant hazard to the public or environment or result in cumulatively considerable impacts related hazardous materials sites.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not located within an airport land use plan or within 2 miles of a public airport or public use airport. Therefore, the proposed project would not result in a safety hazard. No impact has been identified for this issue area.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Emergency response and evacuation is the responsibility of the police and fire service providers detailed in Section XV, Public Services. The proposed project would not impair or physically interfere with emergency response or evacuation. No changes to local roadways would occur, and emergency access to the project site and surrounding residences would not be affected and there would be no impact.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

No changes to local roadways, such as Via de la Valle and San Dieguito Road, would occur, and emergency access to the project site would not be affected. The surrounding area is developed with grass fields and equestrian stables all for recreational uses. The proposed project is compatible with these uses and would not expose people to greater risk of wildfire. Therefore, no impact associated with interference with emergency response is anticipated.

Mitigation Measures

No mitigation is necessary.

X. Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐

The project is located within the RWQCB San Diego Region Basin Plan (Section 402 of the Clean Water Act). The Regional Water Quality Control Board (RWQCB) issues NPDES permits to regulate discharges to waters including stormwater and construction-related discharges. Potential impacts related to water quality could temporarily occur during typical construction activities when erosion, siltation, sedimentation, and accidental release of hazardous materials would have the highest potential to occur. Construction of the project would require limited vegetation clearing and minor grading that could potentially result in erosion during these activities. Implementation of the Water Pollution Control Program (WPCP) would be required by the project permits and would include specific temporary BMPs to avoid or reduce potential impacts related to erosion. These measures include using fiber rolls and silt fences during grading and establishing a construction staging area where construction supplies are contained away from sensitive areas.

The CTC Trail does not contribute any pollutants as a non-vehicular use. Daily ranger patrols include litter removal and trail maintenance in accordance with the JPA's Trails Management Plan and Standards (2016). A small amount of horse manure may be found along the trail on occasion. Trail usage by equestrians in this area is low based on observations of nearby segments of CTC Trail. Higher equestrian use is more common along backcountry trails and less so in more urbanized areas such as the project area. Horse manure is more typically found in larger quantities at equestrian staging areas, not along the trail. Based on experience and observation along other segments of CTC Trail, manure generally stays on the trail and decomposes in place. Any larger quantities of manure found during regular trail patrols would be collected and disposed of by park rangers.

The trail design minimizes runoff (e.g., compacted trail surface, graded with cross-drain design to limit erosion and direct flow across the trail and into the surrounding native soils), and the trail would be regularly maintained to minimize pollutants (as is other segments of CTC Trail). Operation of the trail

would not necessitate use of permanent treatment control BMPs. Therefore, the proposed project would not violate waste discharge requirements or impact surface or ground water quality. Impacts related to hydrology and water quality would be less than significant.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not require the use of any groundwater nor would it interfere with groundwater use. Therefore, no direct or cumulative impact on groundwater resources is anticipated. No impact would occur.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or through the addition of impervious surfaces, in a manner which would: | | | | |
| i) Result in a substantial erosion or siltation on- or off-site; | ☐ | ☐ | ☒ | ☐ |

The Project includes a pervious trail and an impervious trail bridge crossing designed to span the San Dieguito River channel. The bridge would span the river and not alter the course of the river nor any drainage patterns. Erosion during construction would be prevented by using standard required BMPs (fiber rolls and silt fences) to prevent loose soils from eroding into the adjacent habitat or river. Construction would not occur during rain events. The project would not cause or result in substantial erosion or siltation. Operation of the trail would not trigger the need for permanent treatment control BMPs. Impacts would be less than significant.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; | ☐ | ☐ | ☒ | ☐ |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would not impact surface runoff to a substantial degree. The trail is a pervious surface and would not change the direction or rate of overland flows or the behavior of surface runoff in the floodplain. The trail bridge is designed to convey river flows and overtop during larger storm events and would not affect water surface elevations upstream of the site. See answer to iii below. Impacts would be less than significant.

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or | ☐ | ☐ | ☒ | ☐ |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project area is vegetated open space and no stormwater drainage systems exist in the area. Runoff from the trail and bridge may occur during heavy rain events as the site is located within a floodplain. The trail would be designed to allow runoff to flow across the trail to the surrounding pervious and vegetated areas and would not carry sources of substantial pollutants. Some ponding on the trail is normal during light rain events and would slowly soak into the trail surface. The trail would be regularly maintained to remove litter and repair trail drains and areas of potential erosion, which would minimize sources of pollutants. Bridge runoff during rain events would flow into the river. However, pollutants on the non-vehicular bridge would be minimal and not a substantial additional source of polluted runoff. Water quality impacts related to stormwater runoff would be less than significant.

iv) Impede or redirect flood flows?	☐	☐	☒	☐
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The Osuna Trail Segment Hydrology and Hydraulic Analysis (Kimley Horn 2023) included a study area spanning 1,000 feet upstream and downstream of the Project Site and considered other nearby existing bridge crossings in the area including the Morgan Run Golf Course bridge (upstream). The main river channel conveys local drainage flows and small storm events (up to 10-year storms); larger storm events overtop the channel banks and expand over the wide floodplain (Kleinfelder, 2015). It was determined to be infeasible to span the entire 100-year floodplain with a bridge due to the floodplain width of over 1,000 feet in the project area (Kleinfelder, 2015). The proposed bridge would span the main river channel. The bridge structure is designed to withstand storms and flood events without affecting upstream water surface elevations and will convey river flows during 1- to 10-year storms (with 1.5 feet of freeboard) and overtop during larger storm events. Spread footings are proposed that minimize impacts to the channel bank during lower flow velocities for the smaller storm events of the 1-, 1.5-, and 2-year storm. The design and placement of the project would minimize the potential to impede or restrict flows. See Appendix C and Appendix E, *Hydrology Report, Osuna Segment of the Coast to Crest Trail Project*, for more information on the bridge design. Impacts would be less than significant.

d) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒
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The recreational use would not use or interfere with groundwater at the site. No groundwater management plans exist for the project vicinity. Therefore, as noted above, project implementation would not have the potential to result in significant adverse impacts to surface water and groundwater quality or otherwise conflict with the Basin Plan. Impacts would be less than significant.

Mitigation Measures

No mitigation is necessary.

XI. Land Use and Planning

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒

The Whispering Palm residential community is located nearby to the northwest of the project site, but the Project is not proposed in the residential area and would not interfere with existing homes. Therefore, the proposed project would not disrupt or divide the established community nor have the potential for cumulatively considerable impacts on an established community; therefore, no impacts would occur.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would contribute to the completion of a regional trail, the Coast to Crest Trail, which is included in and consistent with the San Dieguito River Park Concept Plan and the County of San Diego Regional Trails Plan. The project would not conflict with any other land use plans and is consistent with the open space, recreational, and agriculture zoning of the area. therefore, no impacts would occur.

Mitigation Measures

No mitigation is necessary.

XII. Mineral Resources

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Project site is not designated for mineral resource extraction, nor is it currently or historically been utilized for mineral resource uses. As such, no impacts relative to mineral resources would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

Mitigation Measures

No mitigation is necessary.

XIII. Noise

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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- a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

☐ ☐ ☒ ☐

The Project would increase recreational use of the area, a use which is compatible with the other recreational uses occurring in the project vicinity such as golfing and sports fields events and would not increase the ambient noise levels to exceed the City of San Diego sound level limits (§59.5.0401) nor the County of San Diego General Plan and County of San Diego Sound Level Limits (§36.404). The proposed trail segment and bridge would be occupied by daytime hikers, cyclists, and horseback riders during the day. The trail would be closed at night. The trail would be passively used and would not be open to motor vehicles. The proposed project would not involve any uses that may create substantial temporary or periodic increases in ambient noise levels in the project area. Routine maintenance of the new trail segment would be consistent with the maintenance activities on other segments of the CTC Trail and would not involve high-intensity noise sources.

Noise levels from temporary construction activities associated with the project are expected to comply with the applicable City of San Diego and County of San Diego construction noise limits at all surrounding property lines with activity limited to the daytime hours of 7 a.m. to 7 p.m. during all phases of construction, as designed. Construction operations would occur only during daytime hours and during permitted hours by ordinance. Also, it is not anticipated that the proposed project would operate construction equipment that would exceed 75 decibels (dB) for more than 8 hours during a 24-hour period. Therefore, the proposed project would not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity. Therefore, the impact would be less than significant.

- b) Generation of excessive groundborne vibration or groundborne noise levels?

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The proposed project does not involve a land use that would generate groundborne vibration or noise levels on site or in the surrounding area.

Temporary construction activities, such as excavation and grading, may produce typical minor localized ground-borne vibration of the construction activity. Impacts from construction-related ground-borne vibration, should they occur, would be intermittent and confined to the immediate area surrounding the activity. The Project would not use high-intensity methods such as pile driving or blasting. Therefore, the Project would not generate excessive groundborne vibration or groundborne noise levels on a Project or cumulative level. Therefore, the impact would be less than significant.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such as plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

No airstrips are located within the vicinity of the Project nor is the area subject to any airport land use plan. Therefore, no impacts would occur.

Mitigation Measures

No mitigation is necessary.

XIV. Population and Housing

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒

The Project would not result in the construction of homes or businesses or roads. Therefore, the Project would not directly or indirectly induce population growth in the area. No impact would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

No existing residential structures are located on the Project site, and therefore, implementation of the Project would not displace housing. Homes in the vicinity of the Project would not be affected, therefore no impacts would occur.

Mitigation Measures

No mitigation is necessary.

XV. Public Services

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

i) Fire protection? ☐ ☐ ☒ ☐

Fire protection and emergency services are provided by the Rancho Santa Fe Fire Protection District. The closest fire station 3 located at 6424 El Apajo, Rancho Santa Fe, CA 92067 and is approximately 1 mile east of the project site. Del Mar Fire Department is located at 2200 Jimmy Durante Blvd, Del Mar, CA 92014 and is approximately 3 miles west of the project site. As discussed, the Population and Housing section, the proposed project would not result in an increase in population; therefore, impacts would be less than significant to fire protection services.

ii) Police protection? ☐ ☐ ☒ ☐

The San Diego County Sheriff's Department is the primary responder for the project location. The proposed project is in the service area of the Sheriff's Department's North Coastal Station, located approximately 7 miles north of the project site at 175 N El Camino Real, Encinitas, CA 92024.

The proposed project would result in the extension of an existing CTC trail and is compatible with other recreational uses in the area. Police protection is expected to remain at current levels in the project area and trail use would not interfere with or change service. Therefore, the proposed project would not result in an increased demand requiring the need for new or physically altered police protection facilities. Impacts would be less than significant.

iii) Schools? ☐ ☐ ☐ ☒

The Project site is located within the San Dieguito Union High School District boundary. There are no other public schools within 2 miles of the project site. The Project does not generate population or demand for school facilities. As such, school services would not be impacted.

iv) Parks? ☐ ☐ ☐ ☒

The Project would not impact any existing parks and would instead expand recreational use for the existing population. The trail segment would enhance recreational opportunities in the area and implement the San Dieguito River Park Concept Plan. Therefore, the proposed project would have a positive impact on recreational use. No adverse impact would occur.

v) Other public facilities? ☐ ☐ ☐ ☒

As discussed above, physical impacts on public services are usually associated with population in-migration and growth, which increase the demand for public services and facilities. The proposed project

would have no effect on population growth. Therefore, the proposed project would not result in an increased demand requiring the need for new or physically altered public facilities; therefore, no impact would occur.

Mitigation Measures

No mitigation is necessary.

XVI. Recreation

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

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The Project would implement the recreational plans adopted for the area and improve recreational opportunities for the existing population. The trail would contribute to the implementation of the San Dieguito River Park Coast to Crest Trail, a regional recreational use in the County. Therefore, the impact would be positive and not adverse.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

☐ ☐ ☐ ☒

The Project is a planned trail of a regional recreational facility and is designed to minimize impacts on the environment and would improve existing recreational amenities. The San Dieguito River Park Concept Plan addresses the need to design trail facilities that do not impair open space and its resources. The project would adhere to the Design Standards contained in the Concept Plan.

Mitigation Measures

No mitigation is necessary.

XVII. Transportation

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

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The project would not conflict with any plan for the existing circulation system and would implement the regional CTC Trail identified in the SDRP Concept Plan and County Trails Master Plan. The project would expand non-vehicular use and improve the bicycle and pedestrian network by connecting to an existing public road. No adverse impacts would occur.

b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3 Subdivision (b)?

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During project construction, primarily heavy-duty trucks will be utilized. CEQA Guidelines Section 15064.3, subdivision (a), states, "For the purposes of this section, 'vehicle miles traveled' refers to the amount and distance of automobile travel attributable to a project." Here, the term "automobile" refers to on-road passenger vehicles, specifically cars and light trucks, rather than heavy construction vehicles.

The project would not result in any permanent increase in VMT exceeding thresholds identified in the City of San Diego Transportation Study Manual. The Project is presumed to have a less than significant transportation VMT impact because it proposes the "addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motored travel," per Appendix D of the City of San Diego's Transportation Study Manual (September 2020). Therefore, no VMT impact is expected to occur.

The proposed project would not likely generate new vehicle trips by any measurable degree. The project extends the existing CTC Trail by 1 mile, is consistent with the SDRP Concept Plan, and does not introduce uses that would add vehicle trips resulting in more vehicle miles. The project would contribute to the availability of recreational trails in the region, and the recreating public would otherwise use other trails if this project was not built. Vehicular access and parking at an existing trailhead located approximately 2 miles to the west of the project would adequately serve trail users to the proposed additional mile of new trail. Non-vehicular access to the proposed trail for pedestrians and bicyclists also exists in the surrounding community. The project would not result in added vehicle trips and would not result in a direct significant impact. In addition, the proposed project would not conflict with policies related to non-motorized travel such as mass transit, pedestrian, or bicycle facilities. No impacts would occur.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

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The project proposed does not impact or involve any changes to existing roadways. Therefore, no hazards would result from the proposed trail segments. No impacts would occur.

d) Result in inadequate emergency access? ☐ ☐ ☐ ☒

The proposed project would not close roads or access points. Emergency access would not be affected. The trail would be accessible from San Dieguito Road for emergency vehicles. Therefore, the proposed project would result in no impacts related to inadequate emergency access.

Mitigation Measures

No mitigation is necessary.

XVIII. Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

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|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or | ☐ | ☒ | ☐ | ☐ |
| ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in Subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in Subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | ☐ | ☒ | ☐ | ☐ |

JPA staff sent AB 52 notices via certified mail to the San Luis Rey Band of Mission Indians, Rincon Band of Luiseño Indians, and the San Pasqual Band of Mission Indians, tribes traditionally and culturally affiliated with the project area. Additionally, on January 31, 2023, the City of San Diego notified the Lipay Nation of Santa Isabel and the Jamul Indian Village via written communication. The San Pasqual Band of Mission Indians responded with a request for a site meeting. No response was received from the San Luis Rey Band of Mission Indians nor the Rincon Band of Luiseño Indians within the 60-day period to request consultation and additional information nor were responses received after additional communication attempts. The Lipay Nation of Santa Isabel and Jamul Indian Village did not request for formal consultation within the 30-day notification period.

JPA staff met with a representative from the San Pasqual Band of Mission Indians on October 22, 2021, for a site walk of the proposed trail. The tribe representative identified the area as a Traditional Use Area and expressed concern with construction work along the riverbank and riparian area and recommended monitoring during initial earthwork construction. The JPA also provided a copy of the project cultural resources report as requested. JPA staff is working with the tribe with the goal of incorporating tribal cultural information into the trail interpretive panel and/or other aspects of the trail. The Project is located on a riverbank, berm, and fill. Most of the area, although not all, has been previously disturbed. However,

due to the potential sensitivity and tribal cultural significance of the project vicinity, the site being identified as a Traditional Use Area. A qualified Native American monitor would be present during project construction as required by the measure below (MM-CUL-10), which will reduce this impact to a less-than-significant level.

Mitigation Measures Incorporated into the Project

The project has been designed to be consistent with the Design and Development Standards contained in the San Dieguito River Park Concept Plan. However, additional measures are necessary to mitigate all cultural impacts from implementation of the project to a level of insignificance. The purpose of the following measure is to ensure the project does not impact unanticipated resources that may be discovered during construction activities:

MM-CUL-10. A qualified Native American monitor shall attend the pre-construction meeting with the JPA project manager and construction contractor and be present to monitor initial ground disturbance for the project. Once they have determined that grading and other disturbances have removed soils with a reasonable potential for containing cultural material, monitoring can be reduced to as needed and when and if additional ground-disturbing activities continue in native soil. If tribal cultural material is encountered, the Native American monitor shall have the authority to temporarily halt or redirect ground-disturbing activity while the cultural material is documented and assessed. If a cultural resource is determined to be significant, the monitor shall coordinate to develop and implement appropriate treatment measures. Artifacts collected (if any) shall be cataloged, analyzed, and curated with accompanying catalog to current professional repository standards and transferred to an appropriate curating facility within San Diego County or returned to the consulting tribe for reburial or for curation at a tribal facility.

XIX. Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunication facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐

The Proposed Project would not involve relocating or constructing new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunication facilities. Existing above-ground electric utility lines and power poles in the area would not be disturbed. The proposed project would not generate wastewater.

An underground (50 feet below grade) recycled water line, owned by the Olivenhain Municipal Water District (OMWD), was installed in the project area in 2019 and a portion of the project footprint would extend over the pipeline easement. The JPA's project engineers consulted with OMWD staff and designed the bridge and footings to avoid the pipeline to ensure the pipeline is not impacted. Trail grading would be minor in scale and depth and would not penetrate deep enough to affect the pipeline. JPA and OMWD staff will continue to communicate during final design and throughout project construction. The

JPA and OMWD will enter into a mutually acceptable joint-use agreement to share a portion of the pipeline easement area for the trail, which will be finalized prior to project construction. No significant environmental effects would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed Project would not involve or require permanent water supplies. Therefore, no impact would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project would not generate wastewater therefore no impacts would occur.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? | ☐ | ☐ | ☐ | ☒ |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project links to existing trails and the Lagoon staging area which provides trash bins for trail users to dispose of trash. Printed and posted park rules state that users should put trash in proper receptacles and clean up after their pets (dog litter bags are provided at the trail staging areas). The trail would be monitored and maintained by park rangers and volunteers, including litter removal and park rules implementation. The project would not generate solid waste therefore no impacts would occur.

Mitigation Measures

No mitigation is necessary.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The proposed project would not generate solid waste; therefore, no impacts would occur.

XX. Wildfire

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Substantially impair an adopted emergency response plan or emergency evacuation plan? | ☐ | ☐ | ☐ | ☒ |
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The proposed project is in the City of San Diego and County of San Diego jurisdictions, both of which participate in the County Multi-Jurisdictional Hazard Mitigation Plan. The project complies with the General Plan. The proposed project would not disrupt emergency evacuation routes as identified in the Hazard Mitigation Plan. Emergency access would not be impacted, and the trail would not impede emergency access. Therefore, the project would have no impact on an emergency response or evacuation plan during construction and operation.

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|-----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Error! Not a valid link. | ☐ | ☐ | ☐ | ☒ |
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The project is located in a Very High Fire Severity Zone. Implementation of fire safety procedures in the standard specifications during construction would reduce the potential for exacerbating fire risk due to construction activities to a less-than-significant level. Trail operation would not impact the risk of wildfire. Smoking is prohibited in all areas of the park including on trails and all trails are patrolled by professional park rangers.

The trail would be closed should the area be exposed to a wildfire, as is standard practice. The project would not significantly exacerbate wildfire risks, and no mitigation is required.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose or require any new infrastructure that would exacerbate fire risk. No new construction of roads, fuel breaks, emergency water sources, power lines, or other utilities would be constructed and would be less than significant.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? | ☐ | ☐ | ☒ | ☐ |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Much of the nearby project area is developed with turf (golf courses and sports fields) and homes and is topographically flat and not susceptible to these types of risks. The project is located in a floodplain and is subject to flooding. The project is designed to not impede or impact upstream flood elevations or downstream river flows and would not exacerbate flooding. Refer to section X. HYDROLOGY AND WATER QUALITY regarding this matter. The trail would be closed during and immediately after storm events (where flooding is a concern) as are other segments of the CTC Trail, therefore impacts would be less than significant.

XXI. Mandatory Findings of Significance

Would the project:	Potentially Significant Impact	Less-than-Significant Impact with Mitigation Incorporated	Less-than-Significant Impact	No Impact
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- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

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As described under Section 2.IV, *Biological Resources*, and Section 2.XVIII, *Tribal Cultural Resources*, the proposed project has the potential to impact wildlife and tribal cultural resources; however, impacts would be reduced to a less-than-significant level with the incorporation of design features and mitigation measures into the project. Specifically, the proposed project has the potential to result in significant impacts on special status plant species, migratory birds, vegetation communities, and potential waters of the U.S./state. Potential impacts to Band of San Pasqual Indians Traditional Use Area were identified. These impacts to biological and tribal cultural resources were determined to be less than significant with incorporation of mitigation measures listed in this checklist. Impacts would be reduced to a less-than-significant level.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of past, present, and probable future projects)?

☐ ☐ ☒ ☐

The project is located on open space land and no known plans exist to change or expand existing uses in the vicinity including the two golf courses or soccer facilities. OMWD is currently conducting studies for potential groundwater extraction opportunities, but the trail project does not impact those efforts and no plans have been proposed. An invasives species removal project along the river channel is planned by the Fairbanks Ranch Country Club, but the timeline for that work is unknown and can be timed to not interfere with the bridge construction if necessary.

Further away to the west of the Project location there are several other future projects that will improve trail connections in the area including the City of San Diego El Camino Real Bridge Replacement and Road Widening Project, the SANDAG and Caltrans Lagoon Restoration Phase II project, and the City of Del Mar's River Path Del Mar Phase III Extension Project. The Project's impacts would be limited to the construction phase and would not be cumulatively considerable when the effects of past, present, and probably future projects are considered. Impacts would remain less than significant.

Permanent impacts on biological and tribal cultural resources are discussed in Section IV Biological Resources and Section XVIII. Tribal Cultural Resources, and direct project impacts were concluded to be reduced to a less-than-significant level with mitigation incorporated. As a result, the contribution of the project's less-than-significant impacts with mitigation on biological and cultural resources would not be cumulatively considerable.

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| c) Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly? | ☐ | ☐ | ☐ | ☒ |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
-

The Project would improve recreational opportunities for the community and surrounding region and is considered a benefit to humans and not adverse. The project would improve non-vehicular connectivity and access and would have a positive impact. Construction impacts would be limited in duration and scope and no adverse impacts to human beings would occur.

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Appendix B Cultural Resource Inventory Report for The Osuna Trail (Confidential)

Appendix C Plan Sheets, Osuna Segment of the Coast to Crest Trail Project Preliminary

Appendix D Foundation Report, Osuna Segment of the Coast to Crest Trail Project

Appendix E Hydrology Report, Osuna Segment of the Coast to Crest Trail Project

From:
To:
Subject: [EXTERNAL] Re: Just a few questions about the Trail
Date: Friday, December 8, 2023 1:48:11 PM

Hi Heide,
The Osuna segment of CTC Trail is one mile long.

The CTC is currently 49 miles long and the Osuna segment will be the 50th mile!
When finished, the CTC Trail will be 71 miles long from Del Mar to Volcan Mnt near Julian.
Shawna

Sent from my iPhone

On Dec 8, 2023, at 1:32 PM, Farst, Heide <HFarst@sandiego.gov> wrote:

Hi Shawna,

I am drafting the Staff Report for City Council. Can you tell me how long the Osuna Segment is (1.5 miles)? Also, is the Coast to Crest Trail 41-miles or 71-miles long when it is completed from Julian to Del Mar?

Heide E. Farst, CSM

Supervising Property Agent, Real Estate Lease Administration
Department of Real Estate and Airport Management
City of San Diego
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101
(619) 236-6727

<image001.png>



Department of Real Estate and Airport Management

DREAM SERVICES REQUEST (DSR)

REQUEST FOR: DREAM TEAM

Aquisitions

DATE OF REQUEST: 10/11/22

URGENT

☐

ROUTINE

☒

REQUESTOR NAME:

Laura Ball

FUND #

GL ACCOUNT#

REQUESTING DEPARTMENT:

Parks and Recreation

COST CENTER #

WBS or IO #

24009116

SUBJECT: Osuna Bridge and Trail (part of the San Dieguito Coast to Crest Trail)

PROPERTY ADDRESS: Assessor Parcel Numbers 302-261-02 and 302-261-01

COUNCIL DISTRICT:

D1

DETAILED DESCRIPTION OF DREAM SERVICE REQUEST:

Granting of an easement or license agreement or other legal mechanism for the San Dieguito River Park JPA (JPA) to construct, operate and maintain the Osuna Bridge and Trail portion of the San Dieguito Coast to Crest Trail (CTC) on City Property. (Attachment #8) The JPA will be responsible of the long-term maintenance and operation of the bridge and trail.

The Site Development Permit PRJ 1049410 Osuna Bridge scope includes the construction of a public pedestrian bridge and trail that will cross dedicated City fee-owned open space that is leased to Bay Club Fairbanks Ranch (Bay Club) and possibly also the Surf Club. See Attachments #7 and #8 for the project.

The Property is located along the northern edge of Assessor Parcel Number 302-261-02 for a total of 1,400 linear feet. The City understands that the JPA has been working cooperatively with representatives of Bay Club and that Bay Club similarly supports the Project as proposed on the Property. A small section of the Bridge improvements on the far western edge of the alignment is within the far northeastern portion of parcel 302-261-01, which is a part of the Surf Cup Lease.

The Temporary Right of Entry License (Attachment 1) states that a long-term agreement and/or license will be required for the construction and operations and maintenance of the public trail and bridge. See Attachments #2 and 3 correspondence from READ.

MAYORAL OR COUNCIL PRIORITY: No

PLEASE DESCRIBE:

The City is a member agency of the JPA. The CTC is a 71-mile long regional multi-use trail for hikers, bicyclists, and equestrians planned from the coast at Del Mar east to the crest at Volcan Mountain, 48 miles of which has been completed. The San Dieguito JPA has received state grant funds from the California Natural Resources Agency's Recreational Trails and Greenways Grant Program to construct the project.

SIGNATURE OF DIRECTOR AUTHORIZING REQUEST

Digitally signed by Andy Field

Date: 2022.10.12 08:11:39 -07'00'

SIGNATURE OF AUTHORIZING EXECUTIVE (As Needed)

July 28, 2020

Mr. Kevin McKernan, Executive Director
San Dieguito River Park JPA
18372 Sycamore Creek Road
Escondido, CA 92025

Subject: Support for Osuna Trail Segment of the Coast to Crest Trail
CNRA Recreational Trails and Greenways Grant Program

Dear Mr. McKernan:

The City of San Diego (City) supports the San Dieguito River Park Joint Powers Authority's (JPA) application for the California Natural Resources Agency's Recreational Trails and Greenways Grant Program to construct a segment of the Coast to Crest Trail (CTC), commonly known as the Osuna trail segment and trail bridge (Project), on certain land (Property) owned by the City and leased by Bay Club Fairbanks Ranch (Bay Club) under that certain Percentage Lease dated December 6, 1982, on file in the Office of the San Diego City Clerk as Document No. RR-257594-1, as assigned to Bay Club pursuant to that certain Consent to Assignment and Agreement, on file in the Office of the San Diego City Clerk as Document No. RR-310421-1, and as amended by that certain First Amendment to Percentage Lease, on file in the Office of the San Diego City Clerk as Document No. RR-310421-2 (collectively the "Lease"), subject to any necessary amendment to the Lease to authorize the construction, use and maintenance of the Project on the Property, approval of such amendment which is in the sole discretion of the San Diego City Council.

The City is a member agency of the JPA. The CTC is a 71-mile long regional multi-use trail for hikers, bicyclists, and equestrians planned from the coast at Del Mar east to the crest at Volcan Mountain, 48 miles of which has been completed.

The Project would be located on the Property. The Property is located along the northern edge of Assessor Parcel Number 302-261-02 for a total of 1,400 linear feet. The City understands that the JPA has been working cooperatively with representatives of Bay Club and that Bay Club similarly supports the Project as proposed on the Property.

In compliance with the grant requirements, the City understands and agrees that if the requested grant is awarded, the City will work with Bay Club, subject to any necessary amendment to the Lease, for Bay Club to issue a license or other legal mechanism to the JPA whereby the JPA may construct and operate the Project on the Property (contingent on the JPA obtaining all required approvals and permits), and which will establish terms to allow the JPA to operate and maintain the Project for a minimum of 25 years.

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San Dieguito River Park JPA – Kevin McKernan

July 28, 2020

As a member agency of the JPA, the City appreciates the work of the JPA to create and maintain a regional open space park and we anticipate that this cooperative relationship will continue long into the future.

If you have questions, please contact the Property Agent, Heide Farst in the Real Estate Assets Department 619.236.6727 or hfarst@sanidiego.gov, or Laura Ball in the Parks and Recreation Department at 619.685.1301 or LBall@sanidiego.gov.

Sincerely,



Cybele L. Thompson, RPA, FMA, CCIM, LEED AP
Director, Real Estate Assets

cc: Bay Club Fairbanks Ranch
CaSundra Perry, Asset Manager, READ
Heide Farst, Property Agent, READ
Laura Ball, Project Officer II, Parks and Recreation
Nicole McGinnis, Project Officer II, Public Utilities

March 26, 2019

Mr. Kevin McKernan
Executive Director
San Dieguito River Park Joint Powers Authority
18372 Sycamore Creek Road
Escondido, CA 92025

Subject: Coast to Crest Trail Segment on Fairbanks Ranch Country Club Lease

Dear Mr. McKernan:

Thank you for your letter, dated January 30, 2019, regarding placement of the Coast to Crest trail on City-owned property. It is the City's understanding that the property on which the San Dieguito River Joint Powers Authority (JPA) would like to place the trail is currently within the leasehold commonly known as the Fairbanks Ranch Country Club which is operated by the City's lessee, Bay Club Fairbanks Ranch, LLC (Bay Club). As a result, the JPA will need to negotiate directly with Bay Club to determine if the trail can be placed where the JPA is requesting. If the JPA and Bay Club are able to come to an agreement, then Bay Club will need to obtain the City's consent for that agreement.

Additionally, the City is in the process of granting the Olivenhain Municipal Water District (OMWD) easements for their facilities in what appears to be the same general area as the proposed Coast to Crest Trail. If those easements are approved, the JPA will also need to work with OMWD to ensure that the placement of the Coast to Crest Trail does not interfere with the uses authorized by the easement. I have attached a map of the proposed easements for your review.

If you have any questions, you may contact Heide Farst, Property Agent, at hfarst@sandiego.gov or at (619) 236-6727.

Sincerely,



Cybele L. Thompson, RPA, FMA, CCIM, LEED AP
Director, Real Estate Assets

cc: Heide Farst, Property Agent

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