

CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT (Permit) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY), and CALIFORNIA NATIVE PLANT SOCIETY, a California 501(c)3 non-profit corporation (PERMITTEE), to be effective when signed by the parties and approved by the San Diego City Attorney (Effective Date), as follows:

RECITALS

- A. CITY is the owner of that certain real property (Property) known as NE Miramar Landfill located on Pomerado Road, San Diego, CA 92131.
- B. PERMITTEE will access Property to evaluate the effectiveness of low-impact methods to increase populations of willowy monardella (*Monardella viminea*), a federally and state listed endangered species, as further described in **Exhibit B: Planting Sites**.
- C. PERMITTEE will access Property using the MCAS Miramar (MCAS) main entrance off Miramar Way. PERMITTEE is solely responsible for obtaining any additional permits or property rights necessary to access the Property, including an Access Permit from MCAS to enter, similar to the sample depicted in **Exhibit C: MCAS Access Permit (Sample)**. The MCAS Access Permit may be renewed every 30 days by visiting the MCAS East Entrance Office.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Definitions:** As used in this Permit, the following terms shall be defined as follows:
 - 1.1 “**CITY Contact**” shall mean the CITY’s Real Estate Asset Department Agent or designee. For purposes of this Permit, the CITY Contact is currently Isaac Tanori, who can be contacted at (619) 236-6264.
 - 1.2 “**Permit Area**” shall mean that certain CITY-owned real property located on Pomerado Road, San Diego, CA 92131, consisting of Assessor Parcel Numbers 320-040-16, 320-040-21, 364-020-02, and 364-020-05 as further depicted in **Exhibit A: Property**, attached hereto.
 - 1.3 “**Permit Use**” shall mean the PERMITTEE’s use of the Permit Area solely to evaluate the effectiveness of low-impact methods to increase populations of willowy monardella (*Monardella viminea*), a federally and state listed endangered species. The Permit Use includes the following: survey of Monardella populations and project locations, seed collection, seed dispersal, planting nursery-grown Monardella plants, irrigating them, and monitoring sites with battery powered environmental sensors. All sampling sites shall be accessed by foot only with consideration taken to minimize trampling native

habitat. Work will entail use of normal gardening tools. Vehicles will park at the side of Range Park Rd.

- 1.4 **“PERMITTEE”** shall mean the California Native Plant Society, which shall include PERMITTEE’s agents, employees and volunteers. PERMITTEE shall be responsible for all of PERMITTEE’s agents, employees and volunteers and ensure that they adhere to all conditions as stated in this Permit.
2. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, contractors, and invitees to enter upon the Permit Area solely for the purpose detailed under the Permit Use.
3. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes included in the Permit Use. PERMITTEE shall obtain any and all related permits and comply with any and all applicable environmental laws, rules and regulations related to the Permit Use.
 - 3.1 Cal/OSHA. PERMITTEE and its employees, agents, contractors, and invitees shall comply at all times with the health and safety requirements Title 8 of the California Code of Regulations, as such regulations are enforced by the State of California Division of Occupational Safety and Health (also known as Cal/OSHA).
 - 3.2 Notification and Approval by CITY. PERMITTEE shall meet with CITY to coordinate the dates, times, and locations on which PERMITTEE may conduct any of the Permit Use, provided that the dates, times, and locations agreed upon by PERMITTEE and CITY must be consistent with the terms and conditions of this Permit.
4. Term. The Term shall mean three (3) years, commencing on the Effective Date. A reasonable extension to the Term may be granted by CITY in its sole discretion.
5. Revocable License. This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY’s termination of this Permit. CITY may at all times enter upon the Permit Area.
6. Permit Fee. The processing fee for this Permit is hereby waived because the activity provides a public benefit by providing information to the CITY on required management for a sensitive plant species that is covered by the City’s Multiple Species Conservation Program (MSCP) Subarea Plan.
7. CITY’s Consent, Discretion. Whenever required under this Permit, CITY’s consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee (Mayor), unless otherwise expressly provided. CITY’S discretionary acts hereunder shall be made in the Mayor’s discretion, unless otherwise expressly provided.

8. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the Permit Area or PERMITTEE's use of the Permit Area. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental agency approvals which may be required for the PERMITTEE's use of the Permit Area.
9. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or the Property. PERMITTEE and PERMITTEE's agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or the Property without CITY'S prior written consent. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document No. 769704 and by this reference are incorporated into this Permit.
 - 9.1 Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a hazardous substance, PERMITTEE shall pay all costs of remediation and removal of the hazardous substance in accordance with all applicable laws, rules, and regulations of governmental authorities.
 - 9.2 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area, including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.
 - 9.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on or beneath the Permit Area or the Property, PERMITTEE shall immediately notify CITY and deliver a written report thereof to CITY within three (3) days of receipt of the knowledge or cause for belief. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall notify CITY immediately of any notice of violation received or initiation of environmental actions or private suits related to the Permit Area or the Property.
 - 9.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the

Property (PERMITTEE's Operations), resulted in any hazardous substance being released on or beneath the Permit Area or the Property, CITY may cause an environmental assessment of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by PERMITTEE's Operations on, in, or under the Permit Area or the Property, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, CITY may cause, the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved, and PERMITTEE shall pay all costs and expenses therefor.

10. Unauthorized Activities. PERMITTEE shall not engage in any activity on CITY-owned property other than pre-approved aspects of the Permit Use. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, shall be removed and the CITY-owned property shall be put back to its condition on the Effective Date at the PERMITTEE's sole cost and expense, subject to the satisfaction of the CITY Contact.
11. Noninterference. PERMITTEE shall not interfere with the use, operations, and activities by CITY on the Permit Area, and PERMITTEE shall use such routes and follow such procedures on the Permit Area as shall result in the least damage and inconvenience to CITY and other users of the Permit Area and/or the Property.
12. Property Damage. PERMITTEE shall pay at its sole cost and expense for any and all damage to the Property and/or the Permit Area and the personal property of CITY on the Property, and the personal property of third parties on the Property and/or the Permit Area resulting from PERMITTEE's exercise of the rights granted by this Permit. PERMITTEE shall promptly repair and restore to its original condition all such property.
13. Signs. No signs may be displayed on the Permit Area without CITY's prior written consent.
14. Maintenance of the Permit Area. PERMITTEE shall maintain the Permit Area, at PERMITTEE's sole cost and expense and to CITY's satisfaction, in a decent, safe, healthy and sanitary condition.
15. Inspection. CITY may, at any and all times, enter and inspect the Permit Area.

16. Restoration. Immediately upon the expiration or earlier termination of this Permit, PERMITTEE shall promptly remove any and all improvements it installed in, on, under, or above the Permit Area and restore the Permit Area to its original condition, all at PERMITTEE's sole cost and expense. PERMITTEE shall comply with any and all applicable County and State laws regarding well abandonment.
17. Indemnification & Hold Harmless. PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's exercising of the rights granted to PERMITTEE herein, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.
18. Taxes. PERMITTEE shall pay at its sole cost and expense any and all taxes, charges, and use fees levied by any governmental agency against PERMITTEE or against any of the Permit Area and/or Property as a result of PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area.
19. Encumbrances. PERMITTEE shall keep the Property free from all encumbrances and liens of any nature that arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
20. PERMITTEE'S Risk. PERMITTEE shall bear any and all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
21. Insurance. PERMITTEE shall obtain and maintain throughout the Term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE's liabilities under this Permit, including without limitation PERMITTEE's indemnity obligations, shall

not be deemed limited in any way to the insurance coverage required herein. PERMITTEE's maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for the following insurance, which shall be subject to CITY's written approval thereof:

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury, including death, and property damage with limits of at least One Million Dollars (\$1,000,000) per occurrence, subject to an annual aggregate of at least Two Million Dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 - (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.
 - (c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE's employees who are subject to this Permit, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.
- 21.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as insureds "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf; (b) PERMITTEE's products; (c) PERMITTEE's work, including without limitation PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf; or (d) the Permit Area.
- 21.2 Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by Commercial General Liability policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives and agents as respects operations of the named insured.

Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives and agents shall be in excess of PERMITTEE's insurance and shall not contribute to it.

- 21.3 Severability of Interest. Each policy must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- 21.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
- 21.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 21.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately notify CITY and shall immediately obtain replacement insurance as soon as possible.
- 21.7 Modification. To assure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.
- 21.8 Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved

parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

- 21.9 Causes of Loss - Special Form Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use of the Permit Area under this Permit or the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver a certificate of such insurance to CITY's Real Estate Assets Department.
22. Compliance with Law. PERMITTEE shall, at its sole cost and expense, comply with all laws and the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the Permit Area and PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area or the City Property.
23. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE's use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
24. Waiver. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is publicly-owned and held in trust for the benefit of CITY's citizens. CITY's failure to discover a breach of any obligation of this Permit or to take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.
25. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
26. Entire Agreement. This Permit contains the entire agreement between the parties relating to the rights granted hereby and the obligations assumed herein. No modification of this Permit shall be valid unless in writing and signed by the party to be charged.
27. Storm Water Pollution Prevention Program. PERMITTEE shall comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.

PERMITTEE shall comply with the CITY's Jurisdictional Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the CITY's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

PERMITTEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

28. Notices. Any notice, request, payment, demand, or other communication required or permitted to be given under this Permit shall be in writing and deemed received upon personal service, delivery by a reputable overnight service with receipt signature required, or delivery by United States mail, return receipt requested, postage prepaid, and addressed to the parties as follows:

CITY: THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Cybele Thompson, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

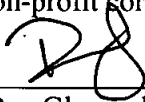
PERMITTEE: CALIFORNIA NATIVE PLANT SOCIETY
Attention: Lee Gordon
11855 Caminito Sanudo
San Diego, CA 92131
858-204-1040

29. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
30. Exhibits Incorporated. Exhibits A and B referenced by said exhibits shall be incorporated as part of this Permit as though fully set forth herein.

IN WITNESS WHEREOF, this Permit is executed to be effective as of the Effective Date.

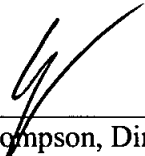
Date: 2/9/18

CALIFORNIA NATIVE PLANT SOCIETY, a California
501(c)3 non-profit corporation

By: 
Dan Gluesenkamp, Executive Director
Invasive Plants and Restoration Committee

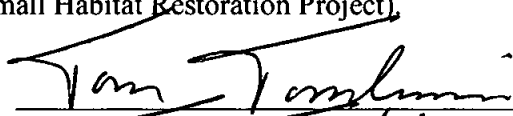
Date: 3/8/18

THE CITY OF SAN DIEGO, a California municipal
corporation

By: 
Cybele Thompson, Director
Real Estate Assets Department

ENVIRONMENTAL CLEARANCE:

This activity has been determined to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301(Existing facilities), 15304 (Minor Alterations to Land), 15306 (Information Collection) and 15333 (Small Habitat Restoration Project).

By: 
Name: Tom Tomlinson
Title: ASSISTANT DIRECTOR

Approved as to form this 9th day of
March, 2018.

MARA W. ELLIOTT, City Attorney

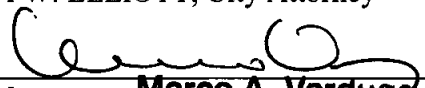
BY: 
Name: Marco A. Verdugo
Title: Deputy City Attorney

EXHIBIT A: PROPERTY

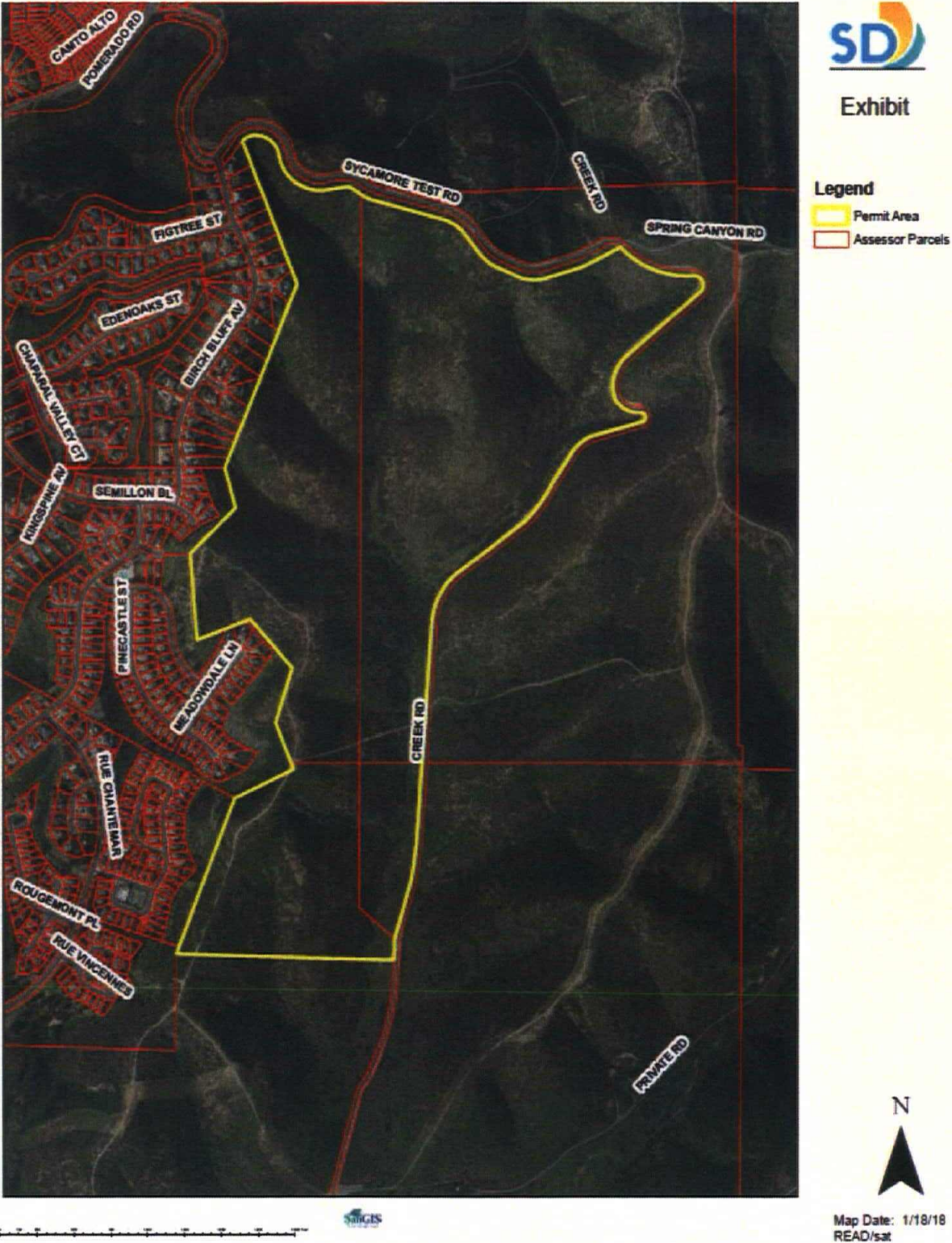


EXHIBIT B: PLANTING SITES



EXHIBIT C: MCAS ACCESS PERMIT (SAMPLE)

Consolidated Law Enforcement Operations Center - CLEOC

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MCAS MIRAMAR
25-MAY-2017 C 25-JUN-2017

Temporary Pass Number : T7220085

Registered On : 25-MAY-2017

Expires On : 25-JUN-2017

Registered to : GORDON, RAYMOND

Identified By : DL R0758813

Vehicle VIN : 1N6AD0CW1GN764121

Vehicle Plate Number : 73128A2

Vehicle State/Territory : CA

Vehicle Make : NISS

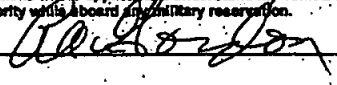
Vehicle Color : Gray

Vehicle Model : FRONTIER

Vehicle Style : Pickup

Restrictions : ENVIRONMENTAL PROYECT

Entry onto military reservation by vehicle registration, whether permanent or temporary, acknowledges the compliance with Title 18, United States Code. I Heroby Certify I will abide by all Federal and State laws, including security regulations, traffic laws, the maintaining of insurance coverage for vehicle, and state inspections where applicable, I understand my vehicle and person is subject to search by competent authority while aboard any military reservation.

Signature : 



Date of Notice: November 6, 2017

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Right of Entry Permit for California Native Plant Society

COMMUNITY PLAN AREA: Scripps Miramar Ranch

COUNCIL DISTRICT: 5

LOCATION: NE Miramar Landfill, Pomerado Road, San Diego, CA 92131

PROJECT DESCRIPTION: Under the terms and conditions of this Permit, the City hereby grants access to California Native Plant Society ("Permittee") all of that certain real property known as NE Miramar Landfill located on Pomerado Road, San Diego, CA 92131.

The Permittee will access Property to evaluate the effectiveness of low-impact methods to increase populations of willowy monardella (*Monardella viminea*), a federally and state listed endangered species. The activity includes the following: survey of *Monardella* populations and project locations, seed collection, seed dispersal, planting nursery-grown *Monardella* plants, irrigating them, collection and temporary storage of small volumes of creek water for irrigation (using a small battery-powered system), and monitoring sites with battery powered environmental sensors. All sampling sites shall be accessed by foot only with consideration taken to minimize trampling native habitat. Work will entail use of normal garden tool. Power tools will not be required. Vehicles will park at the side of Range Park Rd.

The Term shall be three (3) years, commencing on the effective date.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities), 15304 (Minor Alterations to Land), 15306 (Information Collection), and 15333 (Small Habitat Restoration Project).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to CEQA Guidelines Section(s) 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures or facilities; Section 15304 (Minor Alterations to

Land) which allows for minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes; Section 15306 (Information Collection) which allows for basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource; Section 15333 (Small Habitat Restoration Projects) which consists of projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Isaac Tanori, Associate Property Agent
Real Estate Assets Department
MAILING ADDRESS: 1200 Third Avenue, Suite 1700
San Diego, CA 92101
PHONE NUMBER: 619-236-6264 / itanori@sandiego.gov

On November 6, 2017, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal CEQA determinations to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**November 21, 2017**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: November 6, 2017

REMOVED: November 22, 2017

POSTED: E. Pascual