

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 UNITED STATES OF AMERICA THROUGH THE DEPARTMENT OF THE NAVY ("PERMITTEE"), to be effective the first day of the following month when executed by the parties and as of the date approved by the San Diego City Attorney (the "Effective Date").

DEFINITIONS:

As used in this Permit, the following terms shall be defined as follows:

- A. **"Permit Area"** shall mean all or part of that certain CITY-owned real property located at El Capitan Reservoir and located in the City of Alpine, California, and more particularly described in **Exhibit A: Permit Area**, attached hereto.
- B. **"Permit Fee"** shall mean a one-time, non-refundable permit processing fee in the amount of Nine Hundred Eighty dollars (\$980.00).
- C. **"Permit Use"** shall mean the non-exclusive use of the Permit Area for testing instruments that measure water speed. All use pursuant to this Permit shall be limited to the hours between sunrise and sunset on the days of **Wednesdays and Thursdays** of each week during the Term when the general public is not using the facility ("Specified Times"). See attached **Exhibit B: City Lakes Pamphlet**.
- D. **"PERMITTEE'S Address for Notices"** shall be:

NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
ASSET MANAGEMENT (AM1)
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190
Attn: Brad Stevenson, Realty Specialist
(619) 532-4373
- E. **"Rent"** shall mean monetary consideration to CITY paid annually, in arrears. The initial annual rent shall be One Thousand Nine Hundred Eighty Dollars and No Cents (\$1,980.00) per year. The rent effective the first day of the second year will be Two Thousand One Hundred Dollars and No Cents (\$2,100.00). The rent effective the first day of third year will be Two Thousand Two Hundred Twenty Dollars and No Cents (\$2,220.00). PERMITTEE shall pay rent to the City Treasurer on the first day of each year after the Effective Date, in arrears. For example, if the Effective Date of this Permit is December 1, 2019, then the annual rent for the time period of December 1, 2019 through November 30, 2020 would be due on December 1, 2020.

Navy's LOA AA 97X4930 NH3P 232 77777 0 050120 2F 000000 A00005420201 \$2,960.00

F. "Term" shall mean three (3) years from the Effective Date.

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

1. Occupancy. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, contractors, invitees, and guests to enter upon and occupy the Permit Area solely for the purpose of the Permit Use and solely at the Specified Times.

2. Use of Permit Area. PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without CITY'S prior written consent in each instance. **PERMITTEE shall notify CITY'S Water Department representative (currently: Bryan Norris, Lakes Program Manager, CITY Water Department, at (619) 668-2014, one (1) week prior to using the Permit Area, in each instance of use.**

3. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE'S use of the Permit Area. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.

4. CITY'S Consent, Discretion. Whenever required under this Permit, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor, or his or her designee, ("Mayor"), unless otherwise expressly provided or required by law. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or required by law.

5. Term. The Term shall commence on the first day of the month following the Effective Date. The Term shall not exceed three (3) years.

6. Revocable License. This Permit is not a lease. It is a license to use CITY-owned property, and may be revoked at will by CITY, in its sole discretion, upon three (3) days prior written notice delivered to PERMITTEE. 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, burden or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit.

7. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, CITY may demand and receive from PERMITTEE rent for the Permit Area calculated on a per diem basis using up to (1) times the fair market rental rate to be determined as of the date of the expiration or

termination of this Permit by an appraisal prepared by an appraiser selected by the CITY in its sole discretion. CITY'S acceptance of such rent shall neither constitute a renewal or extension of the license, nor give PERMITTEE any rights in or to the Permit Area.

8. Termination. Either the CITY or the PERMITTEE may terminate this Permit at any time and for any reason.

9. Restore and Vacate. Prior to the expiration or early termination of this Permit, for any damages or adverse impacts caused by PERMITTEE, PERMITTEE shall restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted, and upon such expiration or earlier termination immediately vacate the Permit Area. Upon CITY'S termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable thereafter restore the Permit Area to its condition on the Effective Date, normal wear and tear excepted, and vacate the Permit Area.

10. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, and licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Permit Area, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

11. Permit Fee. PERMITTEE shall pay the Permit Fee to CITY upon execution of this Permit.

12. Rent. Rent for each year shall be paid annually, in arrears. CITY shall be registered in the System for Award Management (SAM) registration (www.sam.gov) and shall be paid through the Electronic Funds Transfer. Rent for a lesser period shall be prorated on the basis of a 30-day month.

13. Maintenance of the Permit Area. As it relates to PERMITTEE'S actual use and activities, PERMITTEE shall, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Permit Area in good order and repair and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the Permit Use. CITY shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris, and litter caused by the Permit Use. PERMITTEE hereby acknowledges that the Permit Area is a vital public work providing benefit to the public. PERMITTEE hereby agrees that PERMITTEE'S use of and activities in the Permit Area shall not compromise or otherwise interfere with the integrity or function of the Permit Area or any portion thereof.

14. Inspection. CITY may at all times enter and inspect the Permit Area.

15. Utilities. PERMITTEE shall order, obtain, and pay for all utilities and service and installation charges in connection with its use of the Permit Area. PERMITTEE shall not install any utilities without the express written consent of CITY.

16. Improvements/Alterations. PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

17. Insurance. PERMITTEE represents and warrants that it is a Federal Agency and is self-insured. If requested by CITY, PERMITTEE shall deliver to CITY evidence of such insurance in form and content reasonably satisfactory to CITY.

18. Accident Reports. PERMITTEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the Permit Use or the Permit Area. 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, photographs any video, if any, and other pertinent information.

19. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the 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.

20. Federal Tort Claims Act. If the death or injury to any person, or the loss or damage to any property, is caused by the PERMITTEE in the course of its use of the Permit Area described herein; the liability, if any, of PERMITTEE therefor shall be determined in accordance with the applicable provisions of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

21. Liability. PERMITTEE represents and warrants that it is self-insured with respect to liability for property damage; personal injuries, or accidents caused by its officers, employees, agents, contractors, invitees, and guests in the course of official business and its employees are covered by the U.S. Department of Labor's Office of Workers Compensation Programs with respect to any injuries suffered in the course of federal employment. To the extent provided in the Federal Tort Claims Act, 28 U.S.C. Sections 1345(b) and 2671-2680, and any other applicable laws, PERMITTEE is liable to, the CITY, it's Council, officers, employees, and agents for any and all damages, liabilities, losses, fines, penalties, judgments, demands or actions, and costs and expenses suffered or incurred by the CITY, or claims or lawsuits against the CITY, arising out of or resulting from damages of any nature caused directly or indirectly by or arising out of the activities or use of the CITY's property by the PERMITTEE, its officers, employees, agents, contractors, invitees, and guests.

22. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.

23. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY'S prior written consent.

24. Defaults and Remedies. Any Permit Fee, Rents, or other amount unpaid to CITY shall be due and payable upon PERMITTEE'S receipt of CITY'S invoice therefor, unless otherwise stated

on the invoice. Amounts not paid when due are subject to the procedures and late payment interest penalties of the Federal Prompt Payment Act (31 U.S.C. § 3901 et. seq.).

25. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without CITY'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE'S cost.

26. Encumbrances. PERMITTEE shall keep the Permit Area and any CITY-owned property of which the Permit Area is a part free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S use of the Permit Area.

27. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S use of the Permit Area.

28. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, ancestry, familial status, source of income, or 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.

29. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area by reason of PERMITTEE'S use of the Permit Area, including without limitation licenses and permits. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY.

30. Hazardous Toxic Waste. PERMITTEE will not allow the installation or release of hazardous substances in, on, under or from the premises. 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, disposing of hazardous substance. "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents. Notwithstanding the foregoing, PERMITTEE may with written consent of CITY install and use certain hazardous substances that it needs in the ordinary course of its allowable activities in the Permit Area and subject to all requirements of law and of this license. Said written consent shall be granted in CITY's sole discretion and may be withheld by CITY for any reason.

In the event of any release of a hazardous substance, PERMITTEE shall be responsible for all costs of remediation and removal of such substances in accordance with applicable rules and regulations of governmental authorities, subject to the availability of appropriated funds.

To the extent provided in the Federal Tort Claims Act, 28 U.S.C. Sections 1345(b) and 2671- 2680, and any other applicable laws, PERMITTEE is liable to, the CITY, it's Council, officers, employees, and agents for any and all damages, liabilities, losses, fines, penalties, judgments, demands or actions and costs and expenses suffered or incurred by the CITY, or claims or lawsuits against the CITY, arising out of or resulting from damages of any nature (including but not limited to consulting, attorney, engineering, clean-up, disposal and restoration costs or fees) caused directly or indirectly by or arising out of the activities or use of the CITY's property by the PERMITTEE, its officers, employees, agents, contractors, invitees, and guests.

If PERMITTEE knows or has reasonable cause to believe that any hazardous substance has been released on, in or beneath the premises, PERMITTEE shall give written notice to the CITY within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, 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 notify the CITY immediately upon receipt of this knowledge or belief and shall take all acts necessary to alleviate such danger. PERMITTEE will notify the CITY immediately of any notice of violation received or initiation of environmental action or private suits relative to the premises. In addition, PERMITTEE shall not utilize or sell any hazardous substance on the property without the prior written consent of the CITY.

31. Water Quality – Best Management Practices. CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Permit Area in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately PERMITTEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

32. Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY'S citizens. 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. CITY'S waiver of a breach shall not be a waiver of any other breach. Any waiver of a breach must be in writing executed by CITY to constitute a valid and binding waiver. CITY'S delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any breach shall not waive the use of any other right or remedy for the same breach or for another or later breach. CITY'S acceptance of any rents shall not be a waiver of any breach preceding the rent payment. CITY'S failure to discover a breach or take prompt action to require

the correction of any breach shall not result in an equitable estoppel, but CITY may at any and all times require the correction of the breach.

33. Cumulative Remedies. CITY'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity.

34. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.

35. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.

36. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.

37. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.

38. Notices. Any notice, with the exception of the notice required pursuant to Paragraph 2 herein, required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and CITY as follows:

THE CITY OF SAN DIEGO
Attn: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, CA 92101
(619) 236-6020

39. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that they are 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 Permit, 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 represents and warrants 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.

40. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for

the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area.

41. Restoration of the Permit Area. Upon the expiration or termination of this Permit, PERMITTEE shall restore the Permit Area to the same condition as existed immediately prior to the Term's commencement, subject to the satisfaction of the CITY.

42. Unauthorized Activities. PERMITTEE shall not engage in any activity on the Permit Area other than the Permit Use. Any use of the Permit Area that was not previously approved in writing by the CITY or otherwise authorized by this Permit, shall subject PERMITTEE to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Permit Area shall be returned to its condition on the Effective Date, as well as being a basis for immediate termination of this Permit, all of which shall be subject to the sole discretion of the CITY.

43. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Permit if PERMITTEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the City Council related to the selection of PERMITTEE for this Right-of-Entry Permit. It is not the intent of this policy that these provisions apply to members of the City Council.

44. Repair. PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused directly or indirectly by PERMITTEE's use of the Permit Area, including items that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY's Real Estate Assets Department with respect to the method of any repairs or replacement arising under this Permit.

45. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt, or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact prior to the commencement of the Permit Use.

46. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.

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47. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit shall control.

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

Date:

12/18/19

UNITED STATES NAVY – NAVAL FACILITIES
ENGINEERING COMMAND SOUTHWEST

BY:

[Signature]
ALIA SUMPTER

Real Estate Contracting Officer

Date:

12/19/19

THE CITY OF SAN DIEGO,
A California municipal corporation

BY:

[Signature]
Cybele L. Thompson

Director, Real Estate Assets

Environmental Analysis Section Environmental Clearance

This activity is categorically exempt by CEQA pursuant to State of California CEQA Guidelines Section 15301 (Existing Facilities).

Date:

12/19/19

BY:

[Signature]
for Alyssa Mutto, Deputy Director
Environment & Policy Analysis

Approved as to form this 20th day of
December, 2019.

MARA W. ELLIOTT, City Attorney

BY:

Name:

[Signature]
Kathy J. Steinman

Title:

Deputy City Attorney

Exhibit A: Permit Area





General Rules and Regulations

The following rules and regulations will be in effect for all user groups:

- Reservoir is open for fishing and general boating on Friday through Tuesday.
- Operating hours will be from sunrise to sunset. All boats must be off the water by sunset or when advised by the Reservoir Staff.
- Every person entering reservoir property must purchase a permit. Be advised that only cash and/or checks are accepted.
- Cars parked in trailer spaces may be cited.
- Because of health and safety concerns, swimming, wading, bathing and diving, etc., are absolutely prohibited (except as incidental to skiing).
- Dogs must be kept on a leash and at least 50 feet from the water at all times. **THEY ARE NOT PERMITTED ON THE BOATS.**
- GLASS CONTAINERS ARE PROHIBITED.**
- Because of the severity of a potential fire, only gas barbecues are permitted on shoreline. Charcoal barbecues are permitted in designated areas only.
- Please do not litter! Use trash receptacles or trash bags. Secure trash in your boat before proceeding. See Reservoir Staff for trash bags.
- Report concerns, emergencies or questions to Reservoir staff.
- Remember, this is a domestic water supply reservoir. Do not contaminate it. Use toilets and avoid spills of any kind.
- Use caution in shoreline areas, rattlesnakes and poison oak are part of the natural environment.
- Please park vehicles within marked stalls, do not obstruct the flow of traffic.
- Refueling your vessel must be done either out of the water or at the dock. A reminder that this reservoir is used for drinking water - positively no spills of any kind.
- Please keep valuables locked up. We are not responsible for lost or stolen items.

Boats and Boating

All vessels must possess all required Coast Guard approved safety equipment applicable to each vessel's size and type.

- All vessels using reservoir for boating may come Friday through Tuesday.
- Beginning January 1, 2018, the mandatory boating safety education law goes into effect and will be enforced by the City. If you operate any type of motorized vessel on California waterways (including powered sailboats/paddlecraft), you will be required to pass an approved boating safety examination and carry a lifetime California Boater Card. See staff for more info. No person under 16 years of age may safely operate a motorboat of more than 15 HP, including personal watercraft (PWC).
- Persons 12 - 15 years of age may operate a motorboat of more than 15 HP only if supervised on board by a person at least 18 years of age.
- All boats must have one type I, II, III, or IV (invertible) personal flotation device for each person on board and one type IV (throwable) in each boat. **NOTE: All PFD's must be easily and readily accessible and be in good working condition.**
- All vessels must carry a fully charged type B-1 or equivalent fire extinguisher that is readily accessible.
- All motorboats or motor vessels except upon boats, using gasoline as fuel shall have at least two ventilator ducts fitted with cowls or their equivalent.
- Vessels equipped with gasoline engines, except outboards must have a Coast Guard approved backfire flame control device that has a flame light connection.
- Fuel leaks or spills of any kind are strictly prohibited and are grounds for termination. (Remember this is a drinking water reservoir.)
- All boats must be properly muffled at all times to meet State and local noise requirements. No unmuffled or "dry stack" exhaust systems.
- Boats are prohibited from having any on-board toilets or sinks.
- The maximum speed limit is 35 mph and restricted to the skiing area.
- Maximum speed limit within 100 feet of shoreline is 5 mph.
- Passing a tow line over another boat or skier or towing a skier within 100 feet of another boat, skier or downed skier is prohibited.
- If a boat operator is faced with a potentially unsafe situation (overcrowded turn with many fallen skiers) shut down operation of vessel. The vessel on the right of the vessel you overtake has the right-of-way.
- Absolutely no bow, gunwale or transom riding. All passengers must sit securely in the boat.
- The direction of all vessels (except to pick up a fallen skier) is counterclockwise. All vessels must follow set patterns to assure smooth water and safe boating. Boat traffic is permitted to go both directions within 100 feet of shorelines in the 5 mph areas when lake levels permit.
- California boating law, local rules and common boating courtesy must be observed at all times.

- Operating a vessel while under the influence of alcohol or drugs is strictly prohibited. Violators will be punished to the full extent of the law.
- Children under the age of 13 must wear a U.S. Coast Guard approved PFD while underway in a vessel of any length.
- The recreation programs at El Capitan are designed to promote safe aquatic activities. Speeding, racing or reckless operation is strictly prohibited.
- During adverse weather (wind, lightning, etc.) proceed to nearest shoreline or, if safe, the public dock.
- Anchoring of any type of watercraft on the Restricted Area Buoy line is prohibited.

Water-skiing

- Reservoir is open for water contact activities on Friday, Saturday, and Sunday (May through October) and on Saturday only (November through April).
- Skis, wakeboards, and similar devices are permitted. Inflatable and towed devices may be used in the ski zone. Use of a quick release device is recommended.
- Minimum size PWC for towing anyone is three-person and is permitted in the ski zone only.
- All vessels towing a skier must have an observer 12 years of age or older.
- Coast Guard approved PFDs must be worn by all skiers.
- A **RED OR ORANGE SIGNAL FLAG** must be displayed when a fallen skier or skier in the water.
- Starts and drop-offs must be done in deep water, no shore starts or drops.
- Skiing in or around marker buoys or within 100 feet of other vessels, skiers or hazards is strictly prohibited.
- When one skier falls during a double tow the other skier must immediately let go of the tow rope and both skiers should stay together at all times.
- Please stay out of PWC operating area. It is for personal watercraft only. For information on permits and course rules, contact one of the City Staff personnel.
- To ensure the safety and enjoyment for all patrons, there is a limit of 25 vessels with towable devices per day.

Fishing

- While on the ski course (refer to map) all boats must use proper course direction.
- Watch for downed skiers. A red or orange flag being displayed means a skier is in the water.
- Minimum speed limit on the course is 20 mph. If your craft cannot maintain 20 mph you are required to travel in the 5 mph zone around the perimeter of the reservoir.
- State of California fishing license **AND** lake fishing permit must be in possession at all times while fishing. It is each angler's responsibility to verify the regulations for all species prior to fishing in California water.
- No fishing is permitted within 100 feet of the boat dock or the courtesy dock.

There are no fish cleaning stations provided within the City of San Diego's Reservoir and Recreation Program.

Personal Watercraft

Since personal watercraft are classified in Class A inboard vessels, operators must follow the same rules of operation which govern all boats in any particular waterway. In addition, all local rules and regulations must be observed at all times.

- Reservoir is open for personal watercraft (PWC) in designated area on Friday, Saturday and Sunday (May through October) and Sundays only (November through April).
- PWC which carry three passengers may tow in the ski zone. No towing is allowed in the PWC zone.
- All personal watercraft (PWC) must have the following Coast Guard approved safety equipment in good working condition. All operators and passengers must wear a type I, II or III personal flotation device when operating on the lake. All operators must carry a fully charged type B-1 or equivalent fire extinguisher that is readily accessible.
- All PWC must be properly muffled at all times to meet State and local noise requirements.
- The maximum speed limit is 35 mph restricted to the PWC operating area. Maximum speed limit within 100 feet of shoreline, buoys, docks or other vessels is 5 mph.
- The general direction of all vessels is counterclockwise.
- All operators should be cautious when turning or overtaking another vessel. Look over a shoulder before turning and taking appropriate precautions while overtaking is strongly recommended.
- All overtaking vessels must yield right-of-way to the vessel being passed.
- The required age for operating a PWC alone is 16 years of age or older. 12 - 15 years of age may operate a PWC only if accompanied by an adult at least 18 years of age.
- All PWC are required to clearly display permanently affixed approved registration numbers on vessel and carry their certificate of number on board.
- California boating law, local rules and common boating courtesy must be observed at all times.
- Operators of PWCs equipped with a lanyard switch must attach the lanyard to his or her person.
- The PWC program was designed to promote safe aquatic activities. Speeding, racing, or reckless operation is strictly prohibited.

It is your responsibility to learn and observe all rules and regulations pertaining to recreational activities at this reservoir. Violators are subject to citation, eviction from premises (without refund) and restrictions from future use of the reservoir.



Exhibit B: City Lakes Pamphlet

Navy Contract No. N6247320RP00090