

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 SAN DIEGO STATE UNIVERSITY FOUNDATION, a California non-profit Corporation, doing business as SAN DIEGO STATE UNIVERSITY RESEARCH FOUNDATION (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 the Presidio Hills Golf Course located at: 4136 Wallace Street, San Diego, CA 92110, as further described in **Exhibit A: Property**, attached hereto.
- B. CITY and Justine D. Lee (Tenant) are currently parties to that certain Use and Occupancy Permit (Use and Occupancy Permit) dated July 22, 2013 to operate and maintain a public 18-hole, pitch and putt golf course at the Property. According to the terms of the Use and Occupancy Permit, Tenant must provide consent to the issuance of any right of entry permit on the Property, which CITY shall obtain prior to executing this Permit.
- C. PERMITTEE is currently conducting research on the seismic activity of the Newport-Inglewood/Rose Canyon (NI/RC) Fault System that runs along Southern California's coast (Project). The purpose of the Project is to understand the future potential seismic hazards and the significance and potential impacts an earthquake in the NI/RC may have on Southern California.
- D. The NI/RC traverses the Property and is one of few locations along the onshore portions of the NI/RC Fault System that allows access for collection of the shallow subsurface data that is necessary to define the recent seismic history of the NI/RC Fault System and facilitate the Project.
- E. PERMITTEE has requested CITY's permission to investigate the NI/RC where it crosses through the Property using a phased approach. CITY and PERMITTEE, with tenant's consent, previously entered into a Right of Entry Permit (Permit I) effective August 14, 2012. Pursuant to Permit I, PERMITTEE conducted the first phase of the Project (Phase One), which involved twelve (12) cone penetration tests (CPT), with the understanding that if traces of the NI/RC Fault System were found on the Property PERMITTEE would request a second phase (Phase Two) of the Project.
- F. The CPT data obtained during Phase One ensures that any possible future trenches will be located in the most productive areas, which will minimize possible future trenching, which is further described in **Exhibit B: Project Scope**. Phase One was completed on September 12, 2012. The data obtained from Phase One identified two locations where the NI/RC Fault System is likely to be present in the subsurface at the Property.

- G. PERMITTEE is now requesting to conduct a second phase (Phase Two) of the Project that entails the backhoe excavation and logging of two geologic trenches at the Property at the areas further described in **Exhibit C: Project No. 479272**, attached hereto.

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 within the Presidio Hills Golf Course located at: 4136 Wallace Street, San Diego, CA 92110, as further described in **Exhibit A: Property**, attached hereto.
 - 1.3 **"PERMITTEE"** shall mean SDSU Research Foundation, 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.
 - 1.4 **"PERMITTEE's Address for Notices"** shall be: SDSU Research Foundation. 5250 Campanile Drive, San Diego, CA 92182. Attn. Dr. Tom Rockwell.
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 of backhoe excavation and logging of two geologic trenches (Permit Use), as further defined in **Exhibit B: Scope of Work** attached hereto, and for no other purpose whatsoever.
3. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis solely for the purposes of 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. PERMITTEE shall provide at least 24-hour written notice to CITY prior to commencement of entrance onto or any work to be done within the Permit Area.

4. Term. The Term shall mean one (1) year, 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 subject to the terms and conditions of the Lease.
6. Permit Fee. The processing fee for this Permit is hereby waived because the Project provides a public benefit by this research, which continues to study the seismic activity of the Rose Canyon Fault System in order to understand future potential seismic hazards, and potential impacts that an earthquake on the Rose Canyon Fault would have on the San Diego region. As consideration for this Permit, PERMITTEE shall provide the CITY with a copy of any and all report findings.
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 and Tenant 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 Project. 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, Tenant, 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 and/or Tenant 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. PERMITTEE shall protect, defend, indemnify, and hold CITY , their elected officials, officers, representatives, agents, and employees 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, agents, contractors, and invitees, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area or the Property, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any liability arising from the established sole negligence, or sole willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. 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 at all times during the Term the following insurance and relevant endorsement certificates at its sole cost and expense:
 - 21.1 Insurance. PERMITTEE shall not begin any work under the Permit until it has: (a) obtained, and provided to the CITY, insurance and relevant endorsement certificates reflecting evidence of all insurance required below; however, the CITY reserves the right to request, and PERMITTEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Permit may be treated by CITY as a material breach of Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this Permit.
 - 21.2 Types of Insurance. At all times during the term of this Permit, PERMITTEE shall maintain insurance coverage as follows:

- (a) Commercial General Liability. Commercial General Liability (CGL). Insurance 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 or property damage in the amount of \$3 million per occurrence and subject to an annual aggregate of \$3 million. 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. For all of PERMITTEE's automobiles including owned, hired and non-owned automobiles, PERMITTEE shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 - (c) Workers' Compensation. For all of PERMITTEE's employees who are subject to this Permit and to the extent required by applicable state or federal law, PERMITTEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE shall provide an endorsement that the insurer waives the right of subrogation against CITY and their respective elected officials, officers, employees, agents and representatives.
- 21.3 Deductibles. All deductibles on any policy shall be the responsibility of PERMITTEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.
- 21.4 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit or in the Special General Conditions 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 the CITY.
- CITY will 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 (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 21.5 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

Commercial General Liability Insurance Endorsements

- (a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed pursuant to a separate endorsement [CG2010 (11/85) or equivalent form] to include as an Insured Justine Lee and the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.
- (b) Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of s PERMITTEE's insurance and shall not contribute to it.
- (c) Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

- (a) Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured Justine Lee and the City of San Diego and their respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the PERMITTEE. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

- a) Waiver Of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against MR. LEE and CITY and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.
- b) Accident Reports. PERMITTEE shall report to CITY and MR. LEE any accident causing any property damage or any serious injury to persons on the Permit Area or on City Property. 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 witness, and other pertinent information.

- c) Failure to Comply. If PERMITTEE fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, CITY may obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid, with interest at the maximum allowable legal rate then in effect in California. CITY shall notify PERMITTEE of such payment of premiums within thirty (30) days of payment stating the amount paid, the name (s) of the insurer (s), and rate of interest. PERMITTEE shall pay such reimbursement and interest on the first (1st) day of the month following CITY's notice. Notwithstanding any other provision of this Permit, if PERMITTEE fails or refuses to obtain or maintain insurance as required by this Permit, or fails to provide proof of insurance, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of property from the Permit Area.
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 identify, 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: SDSU Research Foundation
Dr. Tom Rockwell
5250 Campanile Dr.
San Diego, CA 92182

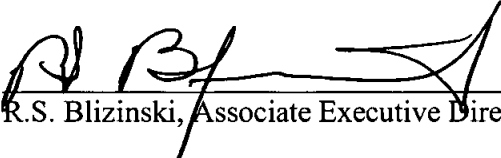
29. Authority. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary 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, B and C 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: 10/31/16

SAN DIEGO STATE UNIVERSITY FOUNDATION, a
California non-profit Corporation, doing business as SAN
DIEGO STATE UNIVERSITY RESEARCH
FOUNDATION

By: 
R.S. Blizinski, Associate Executive Director

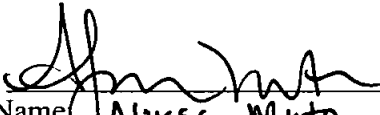
Date: 11/1/16

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 Sections 15301(Existing facilities), Section 15304 (Minor Alterations to Land), Section 15306 (Information Collection) and Section 15331 (Historical Resources Restoration/Rehabilitation).

By: 
Name: Alyssa Muto
Title: Deputy Director, Environment & Planning Dept. Policy Analysis

APPROVED AS TO FORM:

Date: 11/2/16

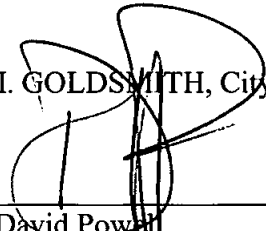
JAN I. GOLDSMITH, City Attorney
By: 
David Powell
Deputy City Attorney

EXHIBIT A: PROPERTY



EXHIBIT B: PROJECT SCOPE

Project Process

The scope of work for this second phase of the research will consist of two tasks:

1. Geologic trench excavation and logging for remaining eastern trench, and
2. Geologic trench backfill, compaction, and site restoration

Task 1- Geologic Trench Excavation and Logging for Remaining Eastern Trench

PERMITTEE shall commence with the completion of the remaining eastern geologic trench excavation. Task 1 will consist of excavation of one trench at the location shown on Sheet 1, Proposed Geologic Trench Location, of **Exhibit A: Property**. The trench will be about 200 feet long and will extend from approximately CPT12 to slightly beyond CPT8. The trench will be approximately 3 feet wide, and 10 to 12 feet deep. The upper 3-4 feet of excavated soil will be placed on a plastic sheet on one side of each trench in the case any archaeological materials are encountered during the opening phase of this geologic trenching work. The requirements for archaeological monitoring are shown on **Exhibit C: Project No. 479272**. In this case, the "archaeological layer" can be further studied by archaeologists from BFSa. The balance of the excavated material will be placed on the opposite side of the trench.

On the effective date, beginning at 7:00 a.m., PERMITTEE shall be authorized to access the trench alignment located by driving a rubber-tired backhoe along the route illustrated in **Exhibit A: Property**. **Exhibit A: Property** shall be fully incorporated into the Permit.

PERMITTEE shall excavate the geologic trench using a rubber-tired backhoe, which will be shored using hydraulic trench shores. PERMITTEE shall properly cover the trench during non-work hours with plywood to prevent unauthorized entry.

Dr. Tom Rockwell (SDSU Geology Professor) will be in charge of the geologic logging and interpretation of the geology exposed in each trench. He will be assisted by Monte Murbach (Murbach Geotech), and SDSU graduate students working with Tom Rockwell. The logging of the geologic trenches will document the evidence of past earthquakes, and samples will be collected for age dating. These data will then be used to construct the Holocene earthquake history of the Rose Canyon Fault through the Old Town area of San Diego, which we infer to represent the onshore rupture history north of San Diego Bay.

PERMITTEE will work closely with Tenant's golf course maintenance manager in order to minimize temporary impacts to the golf course property and its operations, and to avoid damaging any underground irrigation pipes or other infrastructure. Based on our interactions with the maintenance manager at the golf course during the CPT research, there are no irrigation lines or other subsurface lines in our proposed research areas. PERMITTEE will nonetheless double-check with the maintenance manager to confirm this. PERMITTEE shall notify

Underground Service Alert (USA) prior to any digging so that utilities can be located and marked.

Task 2- Geologic Trench Backfill, Compaction, and Site Restoration

After Task 1 is completed, PERMITTEE shall restore disturbed areas related to PERMITTEE's work as close as possible to their original conditions. PERMITTEE shall backfill trenches with the excavated soil in approximately 18-inch thick lifts, water-conditioned, and re-compacted. PERMITTEE shall place the topsoil material (archeological layer) at the top to restore the soil conditions to as close to their native condition as possible. PERMITTEE shall re-seed or provide materials to Tenant's golf course maintenance manager to appropriately replace trench areas that may be damaged during the work.

Project Duration

The duration for each task is discussed and tabulated below.

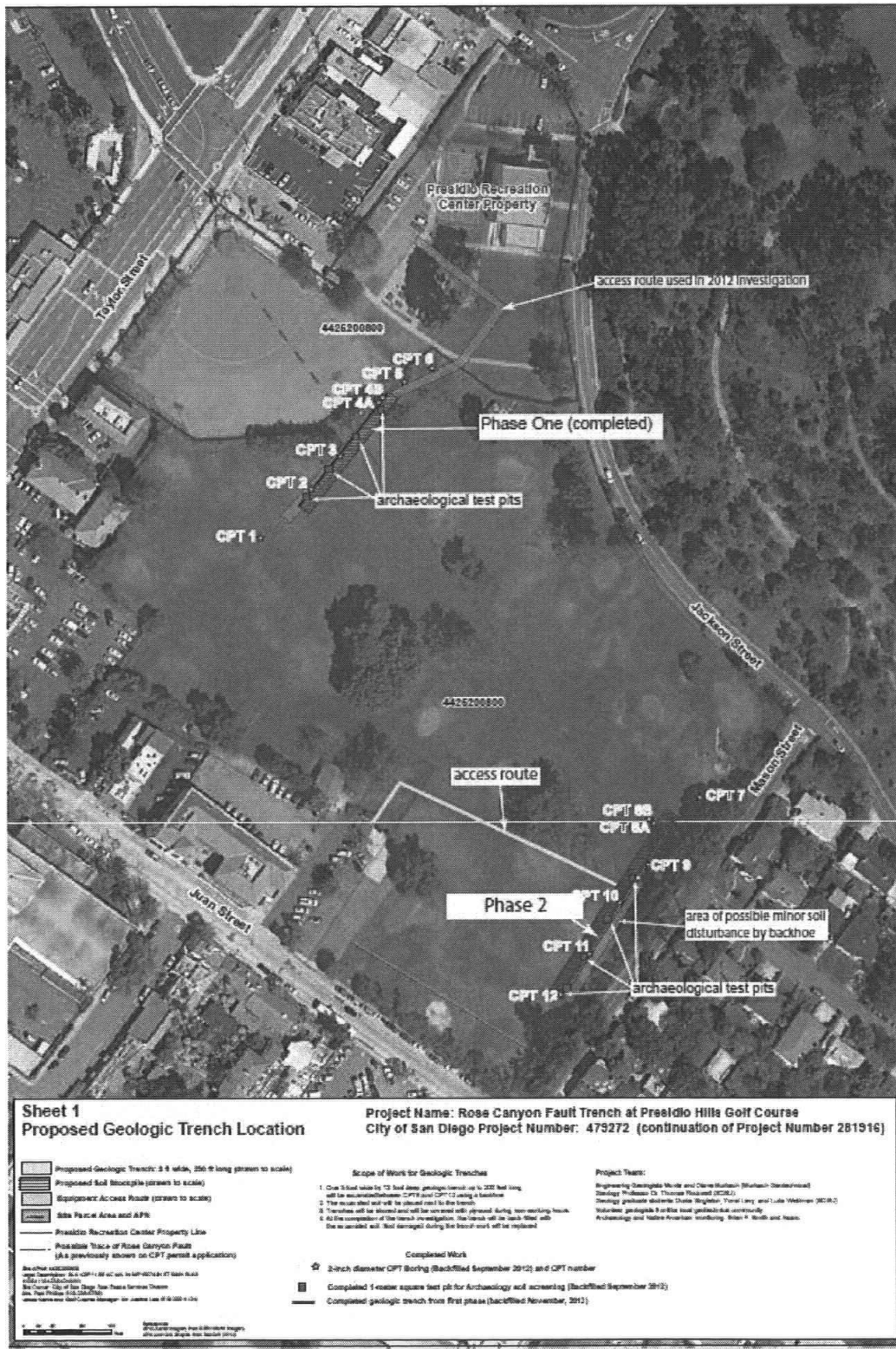
Task 1 consists of excavating the geologic trench as well as logging of the trench walls. Trench excavation and shoring installation will take walls. Trench excavation and shoring installation will take approximately 4 to 5 days. Logging of the trench walls will take approximately 1 week. Total duration for task 1 will therefore be approximately 2 weeks of Monday through Friday work.

Task 2 consists of trench backfilling, compaction and site restoration. This task is anticipated to take approximately 2-3 days. Total project duration is estimated to be approximately 2-3 weeks for one trench.

Table 1. Estimated Task Duration for One 200-foot long Geologic Trench

Task Number	Estimated Task Duration
1	2 weeks
2	2-3 days
Project Total (Tasks 1-3)	2-3 weeks

PROPOSED GEOLOGIC TRENCH LOCATION



CONSENT TO ISSUANCE OF RIGHT OF ENTRY PERMIT

RECITALS

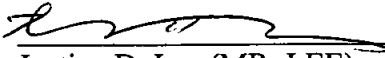
- A. The City of San Diego, a California municipal corporation, (CITY) is the owner of certain real property (City Property) known as Presidio Hills Golf Course located at 4136 Wallace Street, San Diego, CA 92110 which is held under a Lease (Lease) to Justine D. Lee (MR. LEE) pursuant to Use and Occupancy Permit dated July 22, 2013 for that property.
- B. SDSU Research Foundation, (PERMITTEE) seeks permission to enter onto City Property in order to conduct seismic investigations involving the Rose Canyon Fault. Such investigation involves geologic trenching to gather seismic data.
- C. Subject to MR. LEE's consent pursuant to this Consent to Issuance of Right of Entry Permit, CITY has executed a Right of Entry Permit (Permit) to allow PERMITTEE onto City Property for such purposes. The scope of work authorized by the Permit is set forth in the Exhibit B attached to the Permit.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, MR. LEE agrees as follows:

- 1. Subject to MR. LEE's right to quiet enjoyment of City Property and all other terms and conditions of the Lease, MR. LEE consents to CITY's issuance of the Permit with PERMITTEE.
- 2. MR. LEE further consents to the work to be done on City Property as set forth in Exhibit B of the Permit contingent upon PERMITTEE complying with all of the terms and conditions of the Permit including, but not limited to, PERMITTEE and MR. LEE agreeing on the dates, times, and locations of the work to be done, provided that any such dates, times, and locations agreed upon are consistent with the terms and conditions set forth in the Permit.

Dated: 10/22/2016

JUSTINE D. LEE, an individual

By: 

Justine D. Lee (MR. LEE)