



Real Estate Assets Department
SDC003

US Dept of Defense

R301PM-070-ADD

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



12

**LICENSE AGREEMENT FOR THE USE OF
2705 Cushing Road and 4230 Spruance Road, San Diego, CA**

THIS LICENSE AGREEMENT (this "License") is between the Department of Defense (DoD), acting as a representative for the United States Government (the "LICENSEE"), and the City of San Diego ("LICENSOR").

1. **REVOCABLE LICENSE.** LICENSOR grants to LICENSEE the exclusive right to enter into, above, and upon the lands and premises described as "Building 619," located at 2705 Cushing Road, San Diego, CA 92106, and "NTC," located at 4230 Spruance Road, San Diego, CA 92101 (together, the "Properties") – both owned and operated by LICENSOR – within the period of **January 8, 2023** through **January 20, 2023**, for the purpose of conducting military training for personnel attached to DoD. This License is revocable by LICENSOR pursuant to, among other applicable provisions of this License, paragraph 21 of the Addendum attached hereto and made a part hereof by this reference. To the extent any conflict exists between this License and the Addendum, the Addendum shall control.

2. **COMPENSATION.** LICENSOR agrees to make the Properties available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols.

3. **SUITABILITY AND SAFETY.** LICENSOR makes no representations that the Properties are suitable for the contemplated training. Normal operations permitting, representatives of LICENSOR and LICENSEE will conduct a walkthrough (the "First Walkthrough") of the Properties at a mutually agreeable time prior to the training to inspect and evaluate the suitability and safety of the Properties for the proposed training and to discuss required preparations, the scope of training activities, and likely repairs by LICENSEE, if any, that may be necessary as a result of the training. LICENSEE will deliver a written memorandum to LICENSOR, documenting the scope of the training activities, repairs that LICENSEE will perform at the conclusion of the training event, and the results of the walkthrough (the "Walkthrough Memorandum"). LICENSOR shall counter-sign the Walkthrough Memorandum, acknowledging its agreement with the contents thereof.

4. **SECURITY.** LICENSOR agrees not to enter or grant permission to others to enter the Properties during the period of training without prior permission of the LICENSEE or their designated representatives during the training.

5. **SCOPE OF TRAINING ACTIVITIES.** LICENSOR is informed that the training may include: military operations in urban terrain, sim-munitions, blanks and diversionary devices. The specific training activities that will be conducted pursuant to this License agreement will be discussed and agreed to between the parties during the First Walkthrough and memorialized in the Walkthrough Memorandum, both described in paragraph 3, above.

6. **DAMAGES.** LICENSOR and LICENSEE will conduct a second walkthrough of the Properties immediately following the conclusion of the military training to conduct a

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visual inspection of the Properties and determine the existence of any damage to the Properties (the "Second Walkthrough"). LICENSOR agrees to inform LICENSEE in writing of any damage to the Properties within five (5) days of the Second Walkthrough. Failure to notify the LICENSEE within the five (5) day period constitutes a waiver of such damage claim. LICENSEE reserves the right to make repairs, subject to LICENSOR'S approval, or to pay the Fair Market Value of those repairs to LICENSOR to restore the Properties to the condition which existed at the start of the licensed use. LICENSOR agrees that such repairs or Fair Market Value payments shall be conducted at a time mutually agreed upon by both parties. Payments made by the LICENSEE under this license are subject to the availability of funds for such purpose. The LICENSOR has the right to file a claim with the DoD pursuant to the Federal Tort Claims Act (28 U.S.C. §§ 1346(b) 2671-2672, and 2674-2680) (FTCA) or the Military Claims Act (10 U.S.C. § 2733) (MCA). In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

7. THIRD PARTY INJURY. LICENSEE affirms that in the event of a third-party injury allegedly caused by the negligence of the LICENSEE, the third party has the right to file a claim with the DoD pursuant to the FTCA or MCA, as applicable. In no case will the United States Government liability exceed that allowable under the FTCA or MCA.

8. HOLD HARMLESS. LICENSEE will not hold LICENSOR liable for damage or destruction of LICENSEE Properties or any personal property thereon that occurred during the training as a result of LICENSEE'S training activities or for injuries to or death of LICENSEE'S personnel.

9. TRAINING EXECUTION. LICENSEE agrees that all training at or on the Properties will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR'S operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR'S operations, or LICENSOR otherwise requests that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR'S notice or request. If the actual training will vary materially from the details specified in the Walkthrough Memorandum, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR'S consent to proceed with the material variances prior to engaging in these activities.

10. PUBLIC DISCLOSURE / SENSITIVITY OF TRAINING. LICENSEE acknowledges that LICENSOR, as a California public agency, is subject to federal and state public disclosure laws, including but not limited to the California Public Records Act (Government Code section 6250 et seq.) ("PRA"). LICENSOR agrees that it will, upon receipt of a PRA request, deliver notice of such request to LICENSEE so that it may seek a protective order from a court of competent jurisdiction to avoid public disclosure of this License and related public records. The parties acknowledge and agree that this License is

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a public record, as defined by the PRA. LICENSOR will cooperate with LICENSEE in good faith to the extent such cooperation is not in conflict with applicable state law, including the PRA. LICENSOR understands that LICENSOR may unwittingly come in contact with classified information. Classified information may be marked or unmarked, including oral communications. LICENSOR has been advised that any unauthorized disclosure could cause damage or irreparable injury to the United States and that by signing this agreement, LICENSOR agrees to use its best efforts not to disclose such classified information unless and until released in writing by an authorized representative of the United States Government.

11. REVOCABILITY. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise, this License will remain in force and effect from January 8, 2023- January 20, 2023.

12. FACSIMILE. The parties agree that a PDF of this License bearing signatures of the Parties' representatives is valid for all purposes.

13. NOTICE.

a. Any notice under this License shall be in writing signed by a duly authorized representative of the party giving such notice.

b. If given by the LICENSEE, such notice shall be addressed to LICENSOR at the address above or by email of a scanned document to mmcarlson@san Diego.gov or by hand delivery. Notice is effective the day after the date of mailing, hand delivery to LICENSOR, or transmission of e-mail.

c. If given by LICENSOR, such notice shall be addressed to LICENSEE at: US Army Corps of Engineers, Baltimore District, Real Property Services Field Office, ATTN: Chief, Realty Services Branch, P.O. Box 548, Annapolis Junction, MD 20701-0508 or by e-mail of a scanned document to brady.a.demarest@usace.army.mil, or by hand. Delivery notice is effective the day after the date of mailing, hand delivery to LICENSOR, or transmission of e-mail.

14. AGAINST CONTINGENT FEES. LICENSOR warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or a contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by LICENSOR for the purpose of securing business. For breach or violation of this warranty LICENSEE shall have the right to annul this License without liability therefore.

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15. OFFICIALS NOT TO BENEFIT. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

16. MODIFICATION. No change or modification of this License shall be effective unless it is in writing and signed by both parties to this License. See attached Addendum to License Agreement: City's Mandatory Clauses and Provisions.

17. ENTIRE AGREEMENT.

a. This License contains all terms and conditions agreed to by the parties and no other verbal statement or conditions will be honored without an amendment to this License in writing as provided in Section 16, above. The failure of either party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. For a waiver to be effective, it must be in writing and signed by the party against whom waiver is asserted.

b. This License cannot be changed or terminated orally. The provisions of this License shall apply to, bind and inure to the benefit of LICENSOR and LICENSEE, and their respective heirs, successors, legal representatives and assigns.

c. Nothing in this License shall constitute, or be deemed to constitute, an obligation of future appropriations by LICENSEE, for the costs herein set forth.

IN WITNESS WHEREOF, the Parties have signed and entered into this License by and through the signatures of their respective authorized representative(s), as set forth below:

**The City of San Diego,
a California municipal corporation**

Penny Maus
By: Penny Maus (Nov 16, 2022 15:13 PST)
Penny Maus
Director, Department of Real Estate
and Airport Management

Date: Nov 16, 2022

United States Government

DEMAREST.BRADY, Digitally signed by
ALAN.1093333051, DN: DEMAREST.BRADY, ALAN.10933330
By: ALAN.1093333051 Date: 2022.11.06 23:04:16 -0500
Brady A. Demarest
Real Estate Contracting Officer

Date: _____

Approved as to form:
MARA W. ELLIOTT City Attorney
<u>Brian Byun</u>
By: <u>Brian Byun (Nov 16, 2022 16:07 PST)</u>
Name <u>Brian Byun</u>
Deputy City Attorney
Nov 16, 2022
Date: _____

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ADDENDUM TO LICENSE AGREEMENT

CITY'S MANDATORY CLAUSES AND PROVISIONS

1. Unauthorized Activities. Licensee shall not engage in any activity on the premises without coordinating such activity and receiving pre-approval for the activity as set forth in Section 11. Any work performed by Licensee that was not previously approved or otherwise authorized by this License, shall be removed and the premises shall be put back to its condition on the Effective Date at the Licensee's sole cost and expense, subject to the satisfaction of the CITY Contact.
2. Improvements and Alterations. The Licensee shall not construct any improvements, structures or installations on the premises or make any alterations to the premises without the written consent of the Licensor, which consent shall be in the Licensor's sole discretion.
3. Notice of Potential Presence of Lead-Based Paint ("LBP") and Asbestos-Containing Material ("ACM"). The premises contain improvements constructed before 1979 that are presumed to contain LBP and ACM. City discloses the potential presence of LBP and/or LBP hazards and ACM and/or ACM hazards in the property. City has no special knowledge of the presence of LBP and/or ACM on the property and lacks knowledge related to Licensee's planned activities regarding handling instructions necessary to prevent or minimize release of, and exposure to, LBP or ACM and the potential health impacts resulting from exposure to LBP or ACM on the premises. Licensee is encouraged to contact other local or state public health agencies for more information about the presence of and/or risk of exposure to LBP or ACM. No express or implied warranties are given by City regarding the environmental condition of the property, including, without limitation, whether the property does or does not contain LBP or ACM or whether the premises are or are not safe for any particular purpose. The failure of a Licensor to inspect the property for ACM or LBP or to be fully informed as to the condition of all or any portion of the property will not constitute grounds for any claim by the Licensee against the Licensor. Licensee, to the extent permissible under applicable law, shall indemnify, defend, and hold harmless the City from any loss or claim arising or resulting from the presence of LBP and/or ACM on the property.
4. Security. All site security shall be the responsibility of Licensee.
5. Notices Related to Training Impacts. Licensee will be responsible for providing notice to individuals, neighbors and the surrounding community that may be impacted by the training activities. As part of the walkthrough, Licensor and Licensee will agree on

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specific notice requirements in the Memorandum Between Licensor and License, attached hereto.

6. **Surrender.** Upon the termination of this License, the Licensee shall surrender the Premises to Licensor in a decent, safe, and sanitary condition, and free and clear of all liens and encumbrances caused by or resulting from the Licensee's occupancy and use, except those liens and encumbrances which: (1) existed on the Effective Date, and (2) exist after the Effective Date and are not the result of the Licensee's use or occupancy of the Premises. The Premises shall be surrendered in the same condition as they were in, prior to the Licensee's use of the Premises, normal wear and tear, damage from the elements, and circumstances over which the Licensee has no control excepted.

7. **Restore and Vacate.** Upon termination of this License, Licensee shall immediately cease all operations on the premises and as soon as practicable thereafter restore the premises to a condition which is the same or similar as it was on the Effective Date, normal wear and tear excepted, and vacate the premises .

8. **Waste, Damage or Destruction.** The Licensee shall immediately give notice to Licensor of any fire or any other damage that occurs on the premises, either during or after the completion of construction of approved improvements. The Licensee shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with the Licensee's use or occupancy of the premises. The Licensee shall deposit any refuse and/or obstructions on the premises, and the Licensee shall dispose of all of its garbage, trash, and rubbish in a manner satisfactory to Licensor.

a. The Licensee shall commence preliminary steps toward performing repairs and/or restoration of the Premises or Property as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Premises or Property within sixty (60) calendar days after such occurrence. Failure to timely repair damage to the Premises or Property will be considered a default under this License.

9. **Licensee's Risk.** Licensee shall bear all risks and liability arising out of or in any manner directly or indirectly connected with Licensee's entry upon, occupancy, use, development maintenance and restoration of the premises and any damages to the improvements on, under, or in the vicinity of the premises resulting directly or indirectly thereby.

10. **Superior Interests.** This License is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, Licenses, licenses, easements, and rights-of-way pertaining to the premises, whether or not of record. The Licensee shall obtain all licenses, permits, and agreements from such third parties as may be or may become necessary or reasonably advisable to allow that Licensee's occupancy and use of the premises, relative to any such superior interest. If the Licensee's occupancy and use are or

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become inconsistent or incompatible with a preexisting, superior interest, the Licensee 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, or either party may choose to terminate the License.

11. Acceptance of Site. The Licensee represents and warrants that the Licensee has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises as applicable. The Licensee agrees that it is relying solely on its independent inspections, tests, investigations, and observations in entering into this License. The Licensee acknowledges that the premises are in the condition called for herein and that Licensee shall not hold the Licenser responsible for any defects, whether apparent or latent at the premises. The Licensee has been given the opportunity to investigate the premises for the presence of any Hazardous Substances, including without limitation the opportunity to perform soil boring and other tests. The Licensee shall notify the Licenser, if its investigations indicate the presence of any Hazardous Substances on the premises. To the extent permitted by applicable federal law, the Licensee waives any claims against Licenser that may result from the presence of Hazardous Substances on the premises.

12. Hold Harmless. For the purposes of this License, the Licensee is considered to be self-insured. In conformity with, and to the fullest extent permitted by the Federal Anti-Deficiency Act (31 U.S.C. section 1341), Federal Tort Claims Act (28 U.S.C. section 2671-2680), and other applicable federal law, the Licensee agrees to release and hold Licenser, its elected officials, officers, employees, representatives, and agents harmless from all claims asserted or liability established for damages or injuries to any person or property, including to injury of Licensee's officers and agents, which arise out of or are in any manner directly or indirectly connected with this License, except for the Licenser's gross negligence or willful misconduct. Nothing in this License shall be construed to preclude or affect any investigation, prosecution, or proceeding that may occur under Title 18 of the U.S. Code or other Federal criminal or civil regulatory law, including the assessment of fines and penalties.

13. Hazardous Materials. The Licensee shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under, or from the Premises or Property by any of the Licensee's officers, employees, agents, contractors, invitees and guests. "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. For the purpose of this License, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a Hazardous Substance. The Licensee and its officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Premises or Property without Licenser's prior written consent. The Licensee shall obtain all required permits from

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applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

If the Licensee's operations result in a release of a Hazardous Substance, the Licensee shall pay all costs of remediation and removal to the Licensors' satisfaction for the unrestricted reuse of the Premises and Property, and in accordance with all applicable laws, rules, and regulations of governmental authorities, subject to the availability of appropriated funds.

If the Licensee or its officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, the Licensee shall remove all Hazardous Substances in any type of container, equipment or device from the Premises and Property immediately upon termination of this License. The Licensors reserve the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances, wastes, or other containers, equipment or devices from the Premises and Property. The Licensee shall be responsible for any and all costs incurred by the Licensors to remove any container, equipment or device requiring disposal or removal as required by this provision.

To the extent provided in the Federal Tort Claims Act, 28 U.S.C. sections 1345(b) and 2671-2680, the Licensee shall be liable for, and shall hold harmless, its Council, officers, employees and agents any and all damages, liabilities, losses, fines, penalties, judgments, demand or actions and costs and expenses suffered or incurred related to environmental liabilities resulting from, and proportionate to, the Licensee's own activities on the Premises, including, without limitation, (i) costs of environmental assessments, (ii) costs of regulatory remediation oversight, (iii) costs of remediation and removal, (iv) any necessary Licensors or Licensee response costs, damages for injury to natural resources or the public, (v) all fines, penalties, and fees assessed by any regulatory agency, (vi) damages for injury to natural resources, Licensee's or Licensors' officers, employees, agents, contractors, invitees and guests, or the public, and (vii) costs of any health assessments or health effect studies.

If the Licensee knows or has reasonable cause to believe that a Hazardous Substance has been released on or beneath the Premises or the Property, the Licensee shall immediately notify the Licensors and any appropriate regulatory agency or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. The Licensee shall deliver a written report thereof to the Licensors within three (3) calendar days after receipt of the knowledge or cause for belief and submit any required written reports

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to regulatory or reporting agencies as required by regulation or law. If the Licensee knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and/or safety, the Licensee may take all actions necessary to alleviate the danger. The Licensee shall notify the Licensor immediately in writing of any violation, notice to comply, or notice of violation received, or the initiation of environmental actions or private suits related to the Site(s).

14. Competent Management. The Licensee shall provide competent management of the premises for the permitted uses to the reasonable satisfaction of each party. "Competent management" shall mean demonstrated ability in the management and operation of the permitted training activities and related activities in a responsible manner.

15. Compliance with Laws and Policies. The Licensee's operations shall at all times be in compliance with all applicable laws, statutes, ordinances, and regulations of city, county, state and federal government, at the Licensee's sole cost and expense. The Licensee shall comply with all notices issued by any such government under the authority of all current or future laws, statutes, ordinances, or regulations. Upon receipt of same, the Licensee shall promptly deliver to the Licensor copies of all documentary evidence of such compliance received by or otherwise available to the Licensee.

16. Water Quality - Best Management Practices. The Licensor and Licensee are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the Licensee'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 Section 43.0301 to 43.0312).

Therefore, Licensee shall, 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 the Licensee's responsibility to prevent pollutant discharges to the storm drain system.

Therefore, the Licensee will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

17. Signs. Licensee shall only post signs required by Federal, state, or local regulations, including without limitation, safety signs required by OSHA FAA, and/or FCC. Licensee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising on the Premises and/or Property without Licensor's prior written consent, which consent shall be in Licensor's sole discretion. If any such unauthorized item is found on the Premises and/or Property, Licensee shall remove the item at Licensee's sole cost and expense. Licensee shall post a

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clearly marked sign at the Premises indicating Licensee's name and emergency telephone number.

18. Other Governmental Actions. By entering into this License, Licenser is not in any way obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the premises. Discretionary action includes but is not limited to any rezoning, variance, environmental clearance or any other governmental approval that may be required for the Licensee's allowed uses of the premises. The Licensee shall diligently seek, at its sole costs and expense, all entitlements and actions from Licenser and any other governmental agencies with jurisdiction over the premises as are necessary for the Licensee's use of the premises.

19. Assignment and Subletting. Licensee shall not assign or sublicense this License, or any interest in this License, without Licenser's prior written consent, which consent shall be in Licenser's sole discretion.

20. CITY'S Consent, Discretion. Whenever required under this License, CITY'S consent or approval shall mean the written consent or approval of the Mayor, or his or her designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

21. Revocable License. This License 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 providing sixty (60) days written notice. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by Licensee as a result of such revocation or the termination of this License. Licensee expressly waives any claim for expense or loss which Licensee might incur as a result of CITY'S revocation or termination of this License.

22. Waiver. Either Parties' waiver of a default shall not constitute a waiver of any other default. Any waiver of a default shall be in a writing executed by the non-defaulting Party in order to constitute a valid and binding waiver. The non-defaulting Party's delay or failure to exercise a remedy or right shall not be a waiver of that or any other remedy or right under this License. The use of one remedy or right for any default shall not waive the use of another remedy or right for the same or any other default. The property constituting the premises are publicly owned lands, held in trust for the benefit of the citizens of the City of San Diego, as applicable. A Party's failure to discover a breach or default or take prompt action to require the cure of any breach or default shall not result in an equitable estoppel, but a non-defaulting Party may, at all times, require the cure of any breach or default regardless of when discovered.



Date of Notice: October 25, 2022

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: License Agreement between the City of San Diego and the Department of Defense for the use of 2705 Cushing Road and 4230 Spruance Road

COMMUNITY PLAN AREA: Peninsula

COUNCIL DISTRICT: 2

LOCATION: 2705 Cushing Rd and 4230 Spruance Rd, San Diego, CA

PROJECT DESCRIPTION: This License Agreement is between the Department of Defense (DoD), acting as a representative for the United States Government, and the City of San Diego. The City is granting the DOD the exclusive right to enter into, above, and upon the lands and premises described as "Building 619," located at 2705 Cushing Road, and "NTC," located at 4230 Spruance Road, within the period of January 8, 2023 through January 20, 2023, for the purpose of conducting military training for personnel attached to DoD. These training activities may include military operations in urban terrain, sim-munitions, blanks and diversionary devices.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

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 State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The exceptions listed in CEQA Guidelines 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:

Mary Carlson, Program Manager

MAILING ADDRESS:

Department of Real Estate and Airport Management
1200 Third Ave, Suite 1700, San Diego, CA 92101

PHONE NUMBER/E-MAIL: 619-236-6079/MMcarlson@sandiego.gov

On October 25, 2022, the City of San Diego made the above-referenced environmental determination pursuant to 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 the CEQA determination to the City Council must be filed with the Office of the Clerk within (10) business days from the date of the posting of this Notice (**November 8, 2022**). Per the revised Public Notice issued by the Office of the City Clerk on September 28, 2021, appeals to the City Clerk must be filed via e-mail or in-person as follows:

1. **Appeals filed via Email:** Send the appeal by email to Hearings1@sandiego.gov; your email appeal will be acknowledged within 24 hours. You must separately mail the required appeal fee by check payable to the City Treasurer to: **City of San Diego Planning Department, Attn: Jordan Moore, 9485 Aero Drive, MS 413, San Diego, CA 92123**. The appeal filing fee must be postmarked within 5 business days of the date the appeal is filed.
2. **Appeals filed In-Person:** The appeal application can be obtained in the Lobby of the City Administration Building located at 202 'C' Street, San Diego, CA 92101. The completed appeal package must include the required appeal fee in the form of a check payable to the City Treasurer to: **City of San Diego Planning Department, Attn: Jordan Moore, 9485 Aero Drive, MS 413, San Diego, CA 92123**.

If you have any questions regarding the procedures to file the appeal, please contact **Jordan Moore** at jtmoore@sandiego.gov. The revised Public Notice can be found here:

https://www.sandiego.gov/sites/default/files/office_of_the_city_clerk_public_notice_rev09252020_v2.pdf.

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

POSTED ON THE CITY'S CEQA WEBSITE

POSTED: October 25, 2022

REMOVED: November 10, 2022

POSTED: J. Moore