

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 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, by and through Scripps Institution of Oceanography, a College of the University of California San Diego ("PERMITTEE"), to be effective as of the date of execution by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. CITY is the owner of certain real property (the "City Property," as more particularly described in **Exhibit A: City Property**, attached hereto) located on Gatchell Road, San Diego, California, and commonly known as the Point Loma Wastewater Treatment Plant.
- B. PERMITTEE would like to install, operate and maintain an outdoor, ground-based electronic enclosure and a transmit/receive antenna with guy-wire supports on and adjacent to a maintenance building (the "Building") on the City Property (the "Permit Area," as shown in **Exhibit B: Permit Area**, attached hereto) for the purpose of collecting ocean current data as part of the Southern California Coastal Ocean Observing System.
- C. PERMITTEE represents that its use of the Permit Area will benefit CITY'S operations and the maintenance of CITY'S facilities on the City Property.
- D. PERMITTEE'S use of the Permit Area will require the prior written approval of CITY'S Office of the Chief Information Officer, Communications Division.
- E. Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

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

- 1. **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 City Property solely for the purpose of installing, operating, repairing, maintaining, replacing, and removing an outdoor, ground-based electronic enclosure, approximately 3.5 feet high by 3 feet wide by 2.5 feet deep, to be finished in a color pre-approved by CITY, requiring 800-Watt AC power and a network connection, a high-resolution transmit/receive antenna to be installed at a total height of 20 feet above roof level, comprised of one 12-foot support mast with guy wire supports and one 8-foot vertical element, and four 4-foot radial elements to extend horizontally at the 12-foot height (the "Facility," as represented in **Exhibit C: Facility**, attached hereto), on the Permit Area for the collection of ocean current data as part of the Southern California Coastal Ocean Observing System (the "Permit Use"), and for no other purpose whatsoever.

2. 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 all related permits and comply with all applicable environmental laws, rules and regulations related to the Permit Use.
 - 2.1 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").
 - 2.2 Vehicles. All vehicles used in relation to the Permit Use shall remain on existing roadways or designated access routes at all times while conducting the Permit use.
3. Term. The term of this Permit ("Term") shall be three (3) years, commencing on the Effective Date. This Permit may be terminated by either party for any reason upon thirty (30) days prior written notice.
4. 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.
5. Permit Fee. The Permit Area consists of ocean lands within CITY'S boundaries granted to CITY by the State of California for uses consistent with such lands being held in the public trust, such as the Permit Use. As consideration for this Permit, PERMITTEE shall share with CITY all information obtained from the Permit Use that relates to CITY'S operations on the City Property. CITY shall not charge PERMITTEE any monetary fee for this Permit.
6. 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/her designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.
7. 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 PERMITTEE'S use of the Permit Area.
8. 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.

9. Radio Operation Provisions.

9.1 Radio-Frequency Radiation. PERMITTEE shall maintain radio-frequency radiation within the levels allowed by Federal Regulations stated in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area casually accessible by the general public or by any worker at ground level shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. PERMITTEE shall not hold CITY responsible for radiation levels found to exceed such limits. Hazardous RF radiation levels may be encountered when climbing on antenna structures [Refer to FCC OET Bulletin 65]. Any equipment installed on the Permit Area may at times require shutdown to allow maintenance on the City Property. PERMITTEE shall allow shutdown periods when required for such maintenance, provided CITY uses reasonable efforts to ensure that the shutdowns do not unreasonably interfere with PERMITTEE'S use of the Permit Area. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled limits must be clearly identified as required by CAL-OSHA. PERMITTEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. PERMITTEE shall notify CITY in writing of any changes to the shutdown procedures, contact names or telephone numbers at least ten (10) days before the change.

9.2 Radio-Frequency Interference. PERMITTEE shall not commence transmissions from the Facility without the prior written approval of CITY'S Office of the Chief Information Officer, Communications Division ("CIO"). PERMITTEE warrants that the Facility will not result in degraded performance or radio frequency interference with any governmental communications or communications equipment within the Facility's transmission range, or with CITY-authorized communications equipment on the City Property.

9.3 Industry Standards. PERMITTEE shall adhere to industry standards and the requirements of the CIO in its use of the Permit Area.

9.03.1 PERMITTEE shall remove all trash and debris from the Premises at the end of each workday and upon completion of a project.

9.03.2 Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements.

- 9.03.3 All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other wireless communications operators within the Facility's transmission range.
- 9.4 Access and Security. PERMITTEE shall comply with all access rules and procedures for the City Property as CITY may require from time to time in CITY'S sole discretion.
10. Hazardous Substances. PERMITTEE shall not allow the installation or release of hazardous substances in, on, under, or from the Permit Area or the City Property. PERMITTEE and PERMITTEE'S agents and contractors shall not store, utilize, or sell any hazardous substance on the Permit Area or the City 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, leaching, 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 769704 and by this reference is incorporated into this Lease.
- 10.1 Remediation. If PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area or the City Property 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.
- 10.2 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area or the City Property, 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.
- 10.3 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a hazardous substance has been released on, under, or from the Permit Area or the City 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 City Property.
- 10.4 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, or maintenance of the Permit Area or the City Property

("PERMITTEE'S Operations"), resulted in any hazardous substance being released on or beneath the Permit Area or the City Property, CITY may cause an environmental assessment of the Permit Area and/or the City Property 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 City 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.

11. Noninterference. PERMITTEE shall not interfere with CITY'S use, operations, and activities on the City Property, and PERMITTEE shall use such routes and follow such procedures on the City Property as shall result in the least damage and inconvenience to CITY and other users of the City Property.
12. Property Damage. PERMITTEE shall pay for all damage to the City Property and CITY'S personal property on the City Property, and the personal property of third parties on the City Property 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.
17. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its 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, contractor's, 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 City 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 claims or liability arising from the established active negligence, 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.

17.1 Waiver of Claims. PERMITTEE waives any and all claims, demands, causes of action, and rights it may assert against CITY on account of any loss, damage, or injury to the Facility or any loss or degradation of the Facility's operations as a result of any event or occurrence which is beyond the reasonable control of CITY.

17.2 Limitation of CITY'S Liability. CITY shall be liable only for the cost of repair or replacement of damaged equipment arising from the active negligence or willful misconduct of CITY, its employees, agents, or contractors and shall in no event be liable for indirect or consequential damages. CITY'S total liability under this Permit shall be limited to the fair market value of the equipment in its condition at the time of damage.

18. Taxes. PERMITTEE, alone, shall pay any and all taxes, charges, and use fees levied by any governmental agency against PERMITTEE or against any of the City Property as a result of PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Area.

19. Encumbrances. PERMITTEE shall keep the City Property 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. 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 City Property, 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 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 City Property resulting directly or indirectly thereby.

21. Insurance. Upon execution and delivery of this Permit, PERMITTEE shall deliver to CITY a

current certificate of insurance for:

- a) **Commercial General Liability Insurance**, providing coverage for bodily injury, including death, personal injury, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000); and
- b) **Workers' Compensation Insurance**, as required by the laws of the State of California for all of PERMITTEE'S employees who are subject to this Permit, with Employers' Liability coverage with limits of at least One Million Dollars (\$1,000,000).

- 21.1 Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The City of San Diego, its elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
- 21.2 Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by CITY. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with CITY'S Real Estate Assets Department.
- 21.3 Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to CITY. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet CITY requirements.
- 21.4 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 21.5 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
- 21.6 Modification. To assure protection from and against the kind and extent of risk existing on the Permit Area or the City Property, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY'S reasonable re-evaluation of risk levels related to PERMITTEE'S use of the Permit Area

or the City Property.

- 21.7 Accident Reports. PERMITTEE shall report to CITY any accident causing property damage or injury to persons on the Permit Area or the City Property and related to PERMITTEE'S use of 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, and other pertinent information.
- 21.8 Failure to Comply. 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.
- 21.9 All-Risk Property Insurance. PERMITTEE shall obtain and maintain, at its sole cost, All-Risk Property insurance on all insurable property on the Permit Area in an amount to cover 100 percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
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 City Property 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, 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 Permit. 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. Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Permit,

the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

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 courier 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: James F. Barwick, Director
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

With a copy by First Class mail to: SAN DIEGO CITY ATTORNEY
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

CITY'S on-site contact shall be: Richard Snow
Associate Civil Engineer
City of San Diego/MWWD
9192 Topaz Way, MS 45
San Diego, CA 92123-1119
(619) 221-8321

PERMITTEE: NANCY E. KOSSAN
Assistant Vice Chancellor
University of California, San Diego
Real Estate
10280 North Torrey Pines Road, #0982
La Jolla, CA 92093-0982

AND

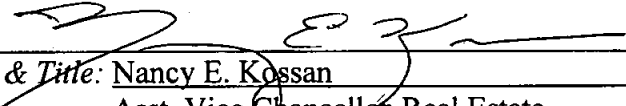
LISA HAZARD
Operations Manager, Coastal Observing Research & Development Center
University of California, San Diego
Scripps Institution of Oceanography
9500 Gilman Drive, M/C 0213
La Jolla, CA 92093-0213
(858) 822-2873
ll@mpl.ucsd.edu

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.

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

Date: August 12, 2011

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, by and through Scripps Institution of Oceanography, a College of the University of California San Diego

BY: 
Name & Title: Nancy E. Kossan
Asst. Vice Chancellor-Real Estate

Date: 9/22/11

THE CITY OF SAN DIEGO, a California municipal corporation

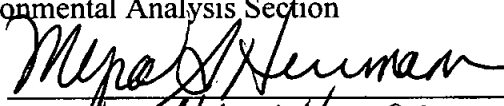
BY: 
Name & Title: _____

James F. Barwick, CCIM
Director, Real Estate Assets

ENVIRONMENTAL CLEARANCE:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities & 15306 (Information Collection)

City of San Diego Development Services Department,
Environmental Analysis Section

BY: 
Name & Title: Myra H. Hermann, Senior Planner

APPROVED AS TO FORM AND LEGALITY:

Date: 9/21/2011

JAN I. GOLDSMITH, City Attorney

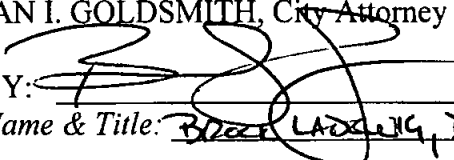
BY: 
Name & Title: Joan Ladewig, Deputy City Attorney

Exhibit A: City Property

to
County



Potential Sites at Wastewater Treatment Plant, cont...



OPTION 2: Install antenna on the maintenance building roof

Pro: This location is out of the way, has a wide field of view, and potentially readily available power and ethernet

Con: surrounding infrastructure may impact measurements

Unobstructed view



- Power available and possible network through building



artistic view; drawings not to scale

Exhibit B: Permit Area

CALIFORNIA COASTAL COMMISSION

SAN DIEGO AREA
7575 METROPOLITAN DRIVE, SUITE 103
SAN DIEGO, CA 92108-4402
(619) 767-2370

EXEMPTION LETTERDATE: March 28, 2006NAME: Dirk Smith
City of San Diego
2392 Kincaid Road
San Diego, CA 92101

Received

MAR 29 2006

Technical Services
DivisionLOCATION: 1902 Gatchell Road (Point Loma Wastewater Treatment Plant), Point Loma (Peninsula), San Diego, San Diego County.

PROJECT: Installation of a 20-ft. high antenna for an ocean current mapping system used by the Scripps Institution of Oceanography. The antenna will be mounted on top of an existing maintenance building at the treatment plant site. The proposed antenna will not impede public views to the ocean.

This is to certify that this location and/or proposed project has been reviewed by the staff of the Coastal Commission. A coastal development permit is not necessary for the reasons checked below.

- ☐ The site is not located within the coastal zone as established by the California Coastal Act of 1976, as amended.
- ☐ The proposed development is included in Categorical Exclusion No. _____ adopted by the California Coastal Commission.
- ☐ The proposed development is judged to be repair or maintenance activity not resulting in an addition to or enlargement or expansion of the object of such activities (Section 30610(d) of the Coastal Act).
- ☐ The proposed development is an improvement to an existing single-family residence (Section 30610(a) of the Coastal Act) and not located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) (Section 13250(b)(4) of the 14 Cal. Admin. Code).
- ☐ The proposed development is an improvement to an existing single-family residence and is located in the area between the sea and the first public road or within 300 feet of the inland extent of any beach (whichever is greater) but is not a) an increase of 10% or more of internal floor area, b) an increase in height over 10%, or c) a significant non-attached structure (Sections 30610(a) of the Coastal Act and Section 13250(b)(4) of Administrative Regulations).

(over)

- ☐ The proposed development is an interior modification to an existing use with no change in the density or intensity of use (Section 30106 of the Coastal Act).
- ☐ The proposed development involves the installation, testing and placement in service of a necessary utility connection between an existing service facility and development approved in accordance with coastal development permit requirements, pursuant to Coastal Act Section 30610(f).
- ☐ The proposed development is an improvement to a structure other than a single-family residence or public works facility and is not subject to a permit requirement (Section 13253 of Administrative Regulations).
- ☐ The proposed development is the rebuilding of a structure, other than a public works facility, destroyed by natural disaster. The replacement conforms to all of the requirements of Coastal Act Section 30610(g).
- ☒ Other: The proposed antenna is regarded as a maintenance project (for the continued operation of the treatment plant and related facilities) and is exempt from coastal development permit requirements pursuant to Section 4.E. of the Commission's Interpretive Guidelines on Exclusions from Permit Requirements.

Please be advised that only the project described above is exempt from the permit requirements of the Coastal Act. Any change in the above project may cause it to lose its exempt status. This certification is based on information provided by the recipient of this letter. If, at a later date, this information is found to be incorrect or incomplete, this letter will become invalid, and any development occurring at that time must cease until a coastal development permit is obtained.

Sincerely,

By: Laurinda A. Owens

Title: Coastal Planner

Exhibit C: Facility



Scripps Institution of Oceanography

Initial information package requesting installation of Surface Current Mapping antenna at Point Loma Wastewater Treatment Plant

Scripps Institution of Oceanography Points of Contact:

Lisa Lelli: (858) 822-2873

Operations Manager

Coastal Observing Research and Development Center

ll@mpl.ucsd.edu

Eric Terrill: (858) 822-3101

Director

Coastal Observing Research and Development Center

eterrill@ucsd.edu

www.sccoos.org

www.sdcoos.ucsd.edu



SCCOOS

Southern California Coastal Observing System

- Project Overview
 - The Southern California Coastal Observing System has been funded by the State Coastal Conservancy to provide ocean current monitoring infrastructure for the region, providing near real-time data products made openly available to a broad end-user community.
- CODAR Element
 - The system elements proposed to meet project goals includes a network of CODARS (Coastal Ocean Dynamics Applications Radar).
 - The measurement principle for surface current mapping systems is based upon transmitting radio waves and reflecting them from the ocean's surface. The radio waves are tuned to a specific length of ocean wave are transmitted from an antenna on shore, scattered off the ocean surface, and subsequently received by another antenna next to the transmitter. The received radio signal, when appropriately processed, allows the determination of currents at different ranges and angles in a radial pattern centered at the radio antennas. Combining data from multiple systems that are deployed along the coast allow the determination of both the northerly and easterly currents.
 - Optimal operation of the small-footprint radio antennas requires them to be placed near the water's edge to allow a broad field of view of the ocean.
 - More details regarding the principles behind HF radar based measurement of ocean currents can be found at: <http://www.sccoos.org/technology.shtml>



Ideal Installation Conditions

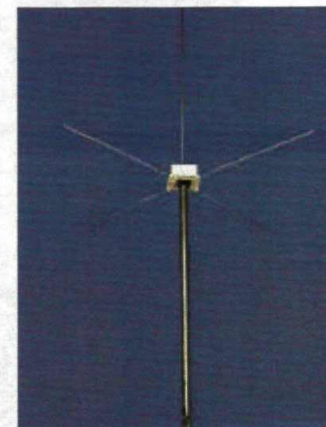
- Close to ocean: Less than 150 meters to water's edge
- Wide field of view (180° up to 360°)
- Area relatively clear of obstructions (power lines, antennas, large metal objects)
- Flat or sloping hill to rear (sharp cliff edge will cause reflections)
- 120 AC power available (~1000W)
- Network connection accessible (either through existing network or SCCOOS installed wireless)

*FCC approvals to transmit are in progress. Radio power levels are similar to that of a CB radio.
SCCOOS retains a National Environmental Policy Act (NEPA) categorical exclusion for this equipment.
The California Environmental Quality Act (CEQA) does not apply*



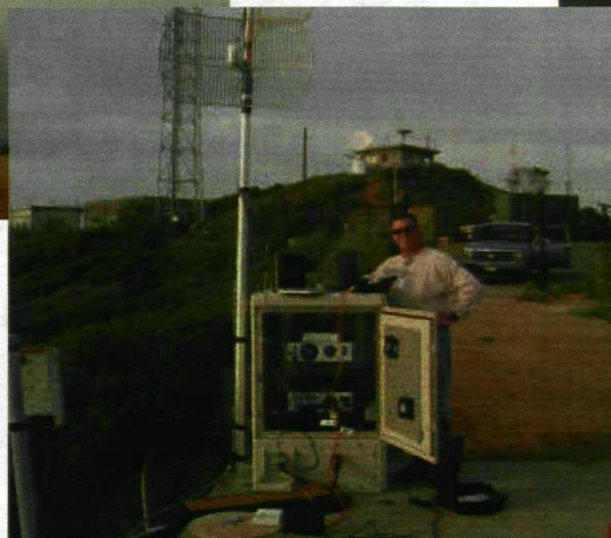
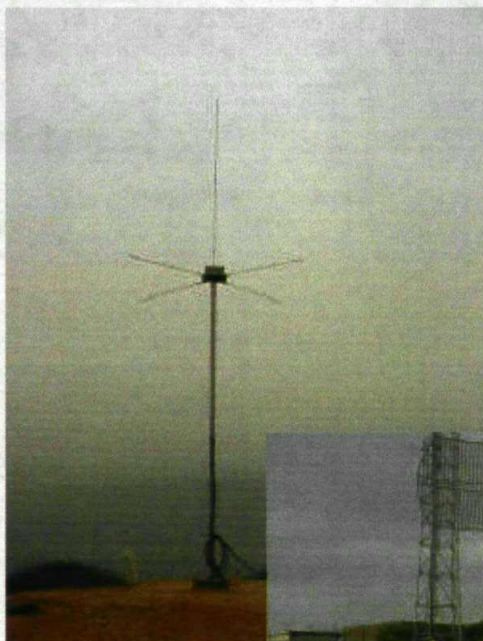
Radio Antenna Specifications for Surface Current Mapping

- High-Resolution Antennas (qty. 1)
 - 1) Transmit/Receive Antenna
 - Total 20 feet high
 - four 4' radial elements extend horizontally at a height of 12'
 - one 8' vertical element extends at a height of 12'
 - guy wire supports
- Electronic enclosure
 - typical dimensions are approximately 3.5'Hx3'Wx2.5'D enclosure
 - requires ~ 1,000 watts AC
 - network connection required





*Installation of similar hardware at
Battery Humphries on Point Loma*



Antenna location



Deployed: August 30, 2002