

Bill Punch

DATED ISSUED:

REPORT NO.

ATTENTION: PS&S Committee, Agenda of

SUBJECT: Sea World Lease Amendment

SUMMARY

Issue

1. Should the City amend the lease with Sea World to provide for approval of its revised long-term conceptual development plan?
2. Should the City adopt the findings of Environmental Impact Report 84-0160?

Manager's Recommendation - Approve the amendment, certify the Environmental Impact Report, and adopt findings and statement of overriding considerations.

Other Recommendations - The Park and Recreation Board approved the plan on February 21, 1985.

Fiscal Impact - Unknown at this time, however, the improvements made with the proposed new development plan, including those required for mitigation measures imposed by the EIR, should increase the park's attendance and subsequent rental revenue. This revenue may be reduced somewhat by the provision that Sea World is allowed a 50 percent rent credit for required public improvements, including the mitigation measures.

BACKGROUND

Sea World opened its original ocean aquarium park on 18 acres in Mission Bay in March 1964. Over the years, it has expanded until it reached its current size of 149 acres of land and 17 acres of water area. Besides park exhibits, the Sea World lease premises also include the Atlantis Restaurant and a recreational boat marina. The lease requires a minimum annual rent of \$1 million versus an applicable percentage of gross income, as listed in Attachment 1. In Fiscal Year 1984, the City received \$2,243,312 from Sea World.

Sea World is now revising its long-term conceptual development plan. The new plan, along with other lease modifications proposed by Sea World and City staff, requires Council authorization in the form of the lease amendment outlined as follows:

1. Development Plan. This plan is an update of Sea World's main features, including centralizing the main entrance, new Shamu Stadium and planned new exhibits and changes over the next several years.
2. Improvements, Repairs, and Alterations. Sea World will be responsible for all shoreline (riprap) maintenance on all portions of the leasehold premises. This responsibility is not specific in the existing lease.
3. Change in the Eastern Boundary Leasehold Line. Sea World agrees to allow a change in its easterly boundary line to accommodate the City's South Shores Area Master Plan when it is implemented with a revised legal description to be appended to the lease at a later date.
4. Atlantis Valet Parking Lot. The Atlantis valet parking lot is currently under a temporary permit from the City. Part of the parking lot will be utilized for the new Ingraham Street Bridge and its supporting structure. The remaining area of approximately one acre will be added to the Sea World leasehold. Sea World will take over the landscaping and maintenance of the area, which will eliminate costs to the Park and Recreation Department.

The Environmental Impact Report prepared in connection with the proposed lease amendment, as well as the City Planning Commission Resolution 5460 (Attachment II), provided that Sea World make certain mitigations. They are summarized as follows:

1. Improve Perez Cove Way/Ingraham Street Intersection (Perez Cove Way to be 66 feet wide), but not required prior to the widening of the Ingraham Street Bridge at Mission Bay Channel.
2. Reconstruct the driveway access to Perez Cove Way.
3. Provide a continuous Class 1 bikeway along and through the Sea World property lease line.
4. When the annual attendance at the park reaches 3.6 million, relocate Sea World Way (the main entrance) to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Remove the old traffic signal and install new signals to City standards. Extend the bikeway from the present terminus to the new intersection.
5. When the annual attendance reaches 4 million, improve Sea World Drive along the leasehold frontage to half width of a six-lane primary arterial standard. This phasing may be revised by the Engineering and Development Department.

6. Provide pedestrian access to the general public through the Sea World leasehold during daylight hours.
7. Submit a detailed landscaping plan and irrigation plan for the parking and perimeter areas of its leasehold for approval by the Planning Director and Planning Commission prior to obtaining any building permits.

Sea World has agreed to all of the mitigations with the exception of the Class 1 bikeway, which it estimates would cost approximately \$380,000 to build and would negatively impact its leasehold operations. As a result, City Traffic and Engineering made a study of the issue. It recommended a Class 2 bikeway on Perez Cove Way from Ingraham Street to Sea World Drive, connecting to a Class 1 bikeway just north of Sea World Drive from Perez Cove Way to Sea World Drive; thence, a Class 1 bikeway from Sea World Way to the easterly lease line. It estimated the cost of its recommendation to be about \$22,000. Sea World has indicated that it is agreeable to this recommendation.

By the terms set out in Sea World's 1983 lease amendment (Section 13.B.), rent credits would be given for those aforesaid and future costs Sea World may incur for mitigation measures required by any public entity, including the City. The rent credit would amount to 50 percent of the mitigation cost and would be applied against the special rentals paid or due the City as a result of the 1983 amendment (to a maximum of \$1.25 million, plus CPI increases). For example, if mitigation costs total \$2.5 million, Sea World would be entitled to deduct \$1.25 million of such costs. Mitigation measures are defined as any expenditures or payments Sea World must make for permanent capital improvements on, to, or in Mission Bay Park, which would normally be the responsibility of the City as a condition to obtaining permission to develop, construct, install, or operate improvements, facilities or equipment in, to, or on its premises.

Other costs, subject to credit, could run into the hundreds of thousands of dollars, although no estimates can be made at this time. These would include the construction of any or all of the aforementioned improvements required by the Environmental Impact Report or the Coastal Commission.

ALTERNATIVE

Deny the request.

Respectfully submitted,

John P. Fowler
Deputy City Manager

JLS:WJP:jw(11)P10
6-11-85

Attachments: Sea World Percentage Rents
City Planning Commission Resolution 5460

SEA WORLD PERCENTAGE RENTS

<u>Percentage</u>	<u>Applied to all Gross Income Attributable to:</u>
2-1/2 Percent	Admission tickets.
2-1/2 Percent of first \$600,000	Food and nonalcoholic beverages.
3 Percent of all gross income over \$600,000	Food and nonalcoholic beverages.
5 Percent	All alcoholic beverages.
7 Percent	Parking lot income.
3 Percent	Boat rides, sky ride, Shamu ride, concession, and sky tower ride.
3 Percent	From sale of animal food to spectators.
5 Percent	From any game or amusement devise.
2-1/2 Percent	Institutional advertising.
3 Percent	Sale of petroleum products, except diesel fuel.
1-1/2 Percent	Sale of diesel fuel.
2 Percent	Sale of boats, motors and accessories.
4 Percent	Service on boats, motors, sale of boat and motor parts, accessories and marina hardware.
7 Percent	Boat storage rental and related boating operations.
20 Percent	Boat slip rentals.
7 Percent	All other sale, service or operation.

CITY PLANNING COMMISSION
RESOLUTION NO. 5460

ATTACHMENT II

CONDITIONAL APPROVAL OF SEA WORLD MASTER PLAN
AND RED LION HOTEL ON THE SEA WORLD LEASEHOLD

WHEREAS, the Planning Commission has reviewed and considered the Sea World Master Plan and plans for the Red Lion Hotel Project at Sea World; and

WHEREAS, on February 21, 1985, the Planning Commission of the City of San Diego held a public hearing and received for its consideration documentary, written and oral testimony and heard from all interested parties present at the public hearing; and

WHEREAS, the expansion program for the Sea World complex envisioned in the Sea World Master Plan provides educational and recreational benefits for residents and visitors to San Diego.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of San Diego approves the Sea World Master Plan amendment proposal, subject to conditions designed to assure consistency with the Mission Bay Master Plan and Mission Bay Coastal Access Study.

The following conditions of approval shall be assured prior to issuance of any building permits for construction of any facility within the leasehold. The Planning Director will be responsible for reviewing building plans for consistency prior to the obtaining of building permits by Sea World. Future development projects include any new buildings, outdoor exhibits, landscaping, lighting, fencing, signs, entryway redevelopment, parking lot redesign, bikeways, pedestrian paths and changes to traffic circulation systems within the Sea World leasehold. These conditions are based on the approved Mission Bay Coastal Access Study and Environmental Impact Report (EIR) No. 84-0160.

I. Bicycle Access

Sea World will construct a continuous Class I bikeway along and through the Sea World property lease which will link directly with existing or proposed bikeways to the north of Sea World along Ingraham Street and to the east of Sea World in South Shores. The bikeway will extend along Perez Cove Way from Ingraham Street to Sea World Drive and will continue from the Sea World Drive/Perez Cove Way intersection to the intersection of Sea World Drive/Sea World Way. The bikeway will be extended east from this intersection to connect with the South Shores bikeway segment. If Sea World implements changes to the vehicular access routes into the theme park which affect the bikeway, the bikeway will be reconstructed by Sea World to conform

to the revised vehicular circulation system. When Sea World completes construction of the bikeway the City will assume liability and maintenance responsibility for the facility.

II. Pedestrian Access

Sea World will provide pedestrian access to the general public through the Sea World leasehold during daylight hours. Pathways will remain open and accessible to pedestrians entering the Sea World leasehold from connecting paths in the north (from Ingraham Street and Perez Cove), the south (from Sea World Drive) and from the east (along the Bay in South Shores). In the vicinity of the proposed Red Lion Hotel and the Atlantis Restaurant the pedestrian way will be a promenade along the waters edge extending to the northwestern edge of the Atlantis Restaurant. In the vicinity of the theme park, the pedestrian way will be located adjacent to and outside the fence demarcating the perimeter of the controlled access area. The alignment of the pedestrian pathway system is shown in Figure 1 (attached). All pedestrian pathways shall be paved. The alignment of the pedestrian connection from the Atlantis through the two-acre parcel under the newly reconstructed Ingraham Street Bridge will be subject to future study since the city has not yet identified the utilization of this area which is currently rented to Sea World on a monthly basis. At the time the study is completed, Sea World will be required to cooperate in the establishment of a pedestrian connection to the west under the bridge.

III. Landscaping

Sea World will submit a detailed landscaping plan and irrigation plan for the parking and perimeter areas of their leasehold for approval by the Planning Director and Planning Commission prior to obtaining any building permits.

The parking lot areas will be divided into sections containing not more than 500 parking spaces. Each section will be demarcated by landscaped buffers. The buffers are to be designed in accordance with the parking lot landscape details submitted by Sea World. No less than ten percent of the parking lot area shall be covered by landscaping as required by previous agreements on Sea World permits and as a minimum to make the development consistent with Mission Bay Design Guidelines. The entire perimeter of the Sea World parking lot will be screened. Perimeter planting will include specimen size trees (24-inch or 36-inch box).

IV. Traffic Circulation and Bicycle/Pedestrian Circulation:
The following phasing plan will be incorporated into the Master Plan.

A. Prior to occupancy of the proposed hotel, the following improvements shall be completed and opened to traffic:

1. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide), but not required prior to widening of Ingraham Street Bridge at Mission Bay Channel.
2. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide).

B. When the annual attendance at the theme park reaches 3,600,000 per year, the following improvements shall be completed:

1. RELOCATE SEA WORLD WAY approximately 500 feet east along Sea World Drive and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Remove old traffic signal and install new signals to City standards. Extend Class I bikeway from present terminus to new intersection.

C. When the annual attendance at the theme park reaches 4,000,000 per year, the following improvement shall be implemented:

1. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standard.

V. Biological Resources: Prior to approval of the Marina expansion, a revised dock design as shown on EIR Figure 4-8 to mitigate eelgrass impacts shall be submitted for Planning Director and Environmental Quality Division review and shall be incorporated into the marina expansion plans.

VI. Red Lion Hotel Design:

1. That a promenade be developed along the waters edge to link the Perez Cove building with the northwestern edge of the Atlantis Restaurant, to insure future options to link the area to the west when a new bridge is developed along Mission Bay Drive/Ingraham Street.
2. That the development proposal maintain a 20% see-through with two of the guest buildings elevated and open off-the-ground to establish additional see-through opportunities.

3. That roof lines be varied to create design interest and focus, compatible with the desired high quality design on all Mission Bay leases, and the high visual exposure the hotel site has to the Park's circulation network that will make it highly visible to the visitor.
4. That materials and colors will be consistent with Mission Bay Design Principles.

Sue Blackman
Sue Blackman, Secretary
to the Planning Commission

Bill Levin
Bill Levin, Associate
Planner

Adopted: February 21, 1985
Vote: 6-0

6-86-556

DEPARTMENT OF FISH AND GAME
Marine Resources Region
West Broadway, Suite 350
San Diego, California 90802
313 590-5117

May 23, 1985

Ms. Diana L. Dugan
Deputy Director
City Planning Department
City of San Diego
202 C Street, 5th Floor
San Diego, California 92101

Dear Ms. Dugan:

We have reviewed the Amendment to the Mission Bay Park Master Plan for Land and Water use for the South Shores area and would like to compliment the City on the preparation of an amended plan which balances commercial and recreational development with restoration and enhancement of biological resources and habitats. The plan proposes measures which would mitigate for identified resource and habitat losses; however, the actual implementation of these proposals would occur at the time specific projects are proposed. We concur that development of specific mitigation measures for specific projects is appropriate.

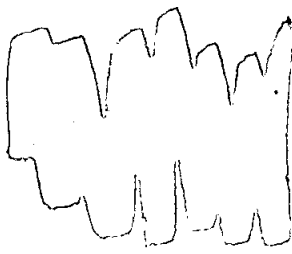
We recommend that the City consider the establishment of a shorebird habitat area in the existing sludge pond area on Fiesta Island to replace the 28.5 acre temporary wetland area north of Sea World Drive. The use of the Fiesta Island area in addition to the already identified 15 acre wetland replacement area will further mitigate the loss of shorebird habitat.

Thank you for the opportunity to comment on the Mission Bay South Shores Master Plan Amendment. Should you have any questions please contact Earl Lauppe at (213) 590-5189 for wetland and shorebird matters or Rolf Mall at (213) 590-5155 for matters dealing with marine resources.

Sincerely,

Rick Klingbeil
for John L. Baxter
Regional Manager
Marine Resources Region

EXHIBIT NO. 4
APPLICATION NO. 6-86-556
Fish + Game Letter
 California Coastal Commission



May 14, 1985

File: Leases - Sea World, Inc.

Mr. Farris Wankier, Vice President,
Administration
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Dear Mr. Wanker:

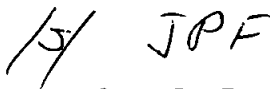
Re: Shoreline Repair Agreement, City Clerk Document RR-262370

In accordance with the terms of the above-referenced agreement, your Cost Summary, dated April 10, 1985, prepared by John Redlinger, AIA of your staff, has been reviewed and approved by the appropriate Park Development and Open Space staff as of May 1, 1985, copy attached.

Therefore, in accordance with the terms of said Shoreline Repair Agreement, Sea World, Inc., may deduct \$51,867.38 from the rental payment due the City for the month of May 1985. Please request your accounting personnel to make reference of this deduction by special note or attaching a copy of this letter to the invoice due after June 1, 1985.

We appreciate the timely, efficient and economical manner in which this work was accomplished.

Very truly yours,



John P. Fowler
Deputy City Manager

JLS:GRR:sn(1)N1

cc: Roy Quon - Auditors
Lease Billing Supervisor

cc: *Banerjee / Pondoluph*
Punch

RECEIVED

MAY 15 1985

PROPERTY DIRECTOR

OTHER OFFICES
IN
LA JOLLA
EL CENTRO

WRITER'S DIRECT LINE

699-2761

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

GRAY, CARY, AMES & FRYE
ATTORNEYS AT LAW
1700 FIRST INTERSTATE PLAZA
401 B STREET
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TELEPHONE [619] 699-2700
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TELEX II 910 335-1273

May 10, 1985

Proposed Sea World Lease
Amendment

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MAY 15 1985

PROPERTY DEPT.

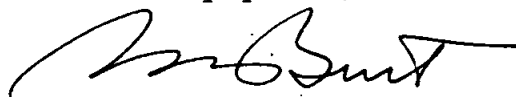
Mr. James L. Spotts
Property Director
City of San Diego
City Operations Bldg.
1222 First Avenue, M.S. 503
San Diego, CA 92101-4155

Dear Jim:

I received your letter of May 7 concerning the
above-noted matter.

We respectfully disagree that the percentages for food
and non-alcoholic beverages are not fair. As you say, however,
we will not be joining issue on that question at this time.

Sincerely yours,



Richard A. Burt

RAB:mcn

cc (w/enclosure): Mr. George J. Becker, Jr.
Philip C. Williams, Esq.
Mr. Farris Wankier

May 7, 1985

File: Leases - Sea World, Inc.

Mr. Richard A. Burt
Gray, Cary, Ames & Frye
Attorneys-at-Law
1700 First Interstate Plaza
401 "B" Street
San Diego, CA 92101-4219

Dear Mr. Burt:

Re: Proposed Sea World Lease Amendment - Percentage Rent from Food
Operations

This letter is a follow-up to the meeting on April 11, 1985 at which you, Dick Randolph, Bill Punch and Hal Valderhaug met to discuss the latest Sea World Amendment.

As you recall, the subject of the current percentage rents Sea World pays to the City from the sale of food was taken up. Specifically, it is our feeling that the current and proposed rental of 2-1/2 percent of the first \$600,000 and 3 percent on anything over \$600,000 of gross income from all food sales is less than the current fair market rate, especially with respect to snack bars and fast food centers.

Although these percentage rental rates on the sale of all foods at Sea World have been in existence for a number of years, we are charged with bringing them to current fair market rates anytime a lease amendment is accomplished. We recognize that it is not desirable to redetermine this rent as part of the current amendment which has already been negotiated to the mutual benefit of the parties. However, we do want to call our concern in this matter to your attention now and advise you that it is our intention to increase these rents at the first opportunity that any substantial amendment to the Sea World lease is proposed.

Very truly yours,

James L. Spotts
Property Director

JLS:WJP:jw(5)W1

May 3, 1985

CANDIDATE FINDINGS
FOR THE
MISSION BAY SOUTH SHORES MASTER PLAN

The following findings are made relative to the conclusions of the Final Environmental Impact Report (EIR) (EQD No. 81-10-02; SCH No. 82012705) and the Addendum (EQD No. 85-0293) to that report. These findings have been prepared pursuant to Sections 15091 and 15093 of Title 14 of the California Administrative Code and Section 21081 of the California Public Resources Code.

FINDINGS

The Planning Commission and City Council, having reviewed and considered the information contained in the Final EIR and Addendum for the proposed Mission Bay South Shores Master Plan and the record, find that changes have been incorporated into the project which mitigate or avoid some of the significant environmental effects thereof, as identified in the Final EIR and Addendum. These mitigation measures are accommodated to the fullest extent possible at this conceptual Master Plan level of review. Some mitigation measures cannot be fully implemented until specific development plans are proposed. These measures would thus be implemented during subsequent environmental review of more specific development plans. Mitigation measures which will be incorporated into the project include the following:

GEOLOGY

Impact: The site is underlain by a sanitary landfill and dredged material, which could result in potentially significant geology related impacts.

Mitigation: Geology related impacts, including settling, methane gas, and liquefaction can be mitigated by such measures as proper grading and compaction, careful siting and design of structures, venting of impervious surfaces, and anchoring of foundations. These potential mitigation measures are discussed in the geotechnical report prepared for the EIR. Specific mitigation measures for geology impacts cannot be formulated until detailed construction plans are prepared. Thus, mitigation would occur at the project level.

WATER QUALITY

Impact: Construction of the launching basin may intersect the landfill materials, which could result in a significant water quality impact to the bay due to leaching of landfill materials.

Mitigation: In order to mitigate potential water quality impacts to Mission Bay, grading of the boat launching basin will incorporate

specific measures which would avoid the sanitary landfill. These measures would be based on testing by a soil engineer and could include: (1) over-excavating the basin and placement of clean fill to provide a buffer area which would guard against leaching of the sanitary landfill, or (2) altering the basin's shape to prevent intersection with the landfill. As with geologic impacts, water quality impacts would be mitigated during subsequent review of specific development plans by the City, and also by the California Regional Water Quality Control Board and other affected agencies as part of their permit process.

TRAFFIC CIRCULATION

Impact: Traffic generated by implementation of the South Shores Master Plan will contribute to future cumulative adverse traffic conditions, particularly traffic volumes along Sea World Drive and congestion at the Sea World Drive/Interstate 5 freeway ramps.

Mitigation: Mitigation of these impacts would require minor, localized traffic improvements (such as signalization, median access, etc.), widening of Sea World Drive, and widening of the freeway ramps.

Findings: As detailed on Pages 5 and 6 of the Addendum, minor alterations have been made in the revised South Shores Master Plan to required traffic signals, entry points, turning pockets, control signings, bus turnouts, and parking in response to identified problems. The two major mitigation measures identified in the EIR, widening of Sea World Drive and widening of the Interstate 5/Sea World Drive ramps, are needed in response to future cumulative traffic congestion.

The City Transportation and Traffic Engineering Division has indicated that widening of Sea World Drive from four lanes to six lanes would be required when the development plans for South Shores are implemented. However, the responsibility for implementing the freeway ramp improvements will not lie solely with the South Shores Master Plan due to the relatively minor traffic contribution compared to other nearby developments (Sea World expansion, Ramada Inn Hotel, etc.). The improvements would likely consist of widening the northbound and southbound off ramps to accommodate dual left-turn storage capacity, and possible widening of the bridge, in particular in the westbound direction. Implementation of these measures would be achieved at some point in the future, although the precise phasing is unclear at this time.

BIOLOGY

Impact: Implementation of the South Shores Master Plan will eliminate a significant population of Lotus nuttallianus from the site.

Mitigation: The South Shores Master Plan includes 15 acres of coastal strand habitat to be used as a preserve for this species.

Findings: The loss of Lotus nuttallianus from the site is considered a significant impact of the project. In order to allow for mitigation of this impact, a 12.1 acre area north of Sea World Drive and a 2.9 acre area south of Sea World Drive will be used to establish this plant in coastal strand habitat. Although transplantation is in some situations not considered a desirable mitigation measure, it is considered acceptable in this case for the following reasons: (1) the plant does not appear on state and federal resource agency sensitive designation lists (although it appears on the U. S. Fish and Wildlife Services listing of taxa under consideration), (2) it does not occur in a native habitat on site but rather has invaded a disturbed area, (3) the plant's opportunistic nature and successful germination experiments in the past indicate a likely chance for successful establishment in a new area, and (4) the plant would be established in a preserve with native coastal strand species instead of the current disturbed area. The complete mitigation effort will require initial topsoil grading of the Lotus population in order to capture the seed base, and stockpiling of this soil. After creation of the 15 acre dune habitat substrate, this soil and soil containing other coastal strand species would be scattered as topsoil and watered with temporary irrigation in order to help induce germination. The exact procedures for implementing the transplantation would occur at the project level.

Impact: The Ramada Inn Hotel project will result in elimination of an historical least tern nesting site.

Mitigation: This impact has been mitigated through an offsite lease agreement between the project applicant and the City of San Diego to maintain an approximately 20 acre least tern site on north Fiesta Island. This mitigation was required during environmental review for the Ramada Hotel project (EQD No. 80-08-34). In addition, a 6.6 acre site located in the far western end of the plan area will be permanently designated as a least tern nesting site. These mitigation measures are consistent with the unofficial policies of the Least Tern Management Program, which is implemented by the City in coordination with the California Department of Fish and Game, U. S. Fish and Wildlife Service, and California Coastal Commission.

Impact: The construction of the boat basin may result in elimination of a narrow band of eel grass.

Mitigation: Mitigation of eel grass generally requires transplantation of an equal amount.

Findings: It is not known for certain if eel grass is present along the existing north shoreline but if it is present, it is not anticipated to be abundant based on the shoreline depth in this area of the bay. The construction of the boat basin could eliminate eel grass since the existing shoreline would be removed. However, this shoreline would be replaced with a similar shoreline within the proposed boat basin which would have more area and potentially more available habitat area for eel grass. In any event, impacts and required mitigation for eel grass would occur at the project level.

Impact: Implementation of the South Shores Master Plan would result in loss of salt marsh habitat and temporary wetlands which provide shorebird roosting habitat.

Mitigation: The South Shores Master Plan proposes to create a total of 15.0 acres of coastal salt marsh/salt pan habitat south of Sea World Drive.

Findings: An estimated 4.9 acres of salt marsh habitat in seven distinctive patchy areas occurs in the South Shores Plan area. The loss of this habitat is not considered significant by the consulting biologist due to the marginal quality of the habitat and the disjunctive distribution. Implementation of the Master Plan would also eliminate a 28.5 acre temporary wetland area comprised of a large salt pan which becomes seasonally inundated with water. The area is used by shorebirds as a roosting or loafing area when the adjacent mud flat feeding grounds in the San Diego River Flood Channel are covered by water (during high tides). The loss of this area is considered an adverse though nonsignificant effect of the plan implementation. This finding is based on the biological report attached to the addendum, which researched the wildlife use of this area by consulting local ornithologists regarding the bird use of the area. It is also noted that the salt marsh and temporary wetlands both occur on diked, hardpan areas which have received extensive disturbance in the past. The South Shores Master Plan proposes to offset the loss of these wetland areas by creating a total of 15 acres of coastal salt marsh/salt pan habitat in the two areas located south of Sea World Drive (includes 6.1 acres to the east and 8.9 acres to the west). The conversion of these ruderal areas, in addition to the existing 0.7 acres of salt marsh present next to the least tern site will result in 15.7 acres of coastal salt marsh/salt pan habitat. The created habitat would be a high marsh/saline type area similar to what exists north of Sea World Drive. To further enhance the wildlife potential of this area, the small parking lot opposite Sea World will be removed and in the eastern 6.1 acre area the bike path will be rerouted away from the flood channel.

STATEMENT OF OVERRIDING CONSIDERATIONS

The Planning Commission and City Council, having reviewed and considered the information contained in the Final EIR, Addendum, and the record, make the following statement of overriding considerations.

The implementation of the South Shores Master Plan could result in potentially significant impacts in the areas of traffic circulation, biology, water quality, and geology. The EIR and the Addendum outline potential mitigation measures which should be implemented at the time specific project plans are proposed. The mitigation measures will thus be implemented during subsequent environmental review. These measures are expected to mitigate potential impacts to a level of insignificance. However, complete mitigation of environmental impacts will not be ensured until the project development stage.

The development of South Shores will complete the bay perimeter park development scheme for Mission Bay Park. The South Shores area currently consists of vacant land overlying dredged material and a landfill site. Biological resources have developed on this artificial area subsequent to dredging spoil deposit, grading, and diking. The development of South Shores will provide additional park land, parking space, boat launching facilities and traffic improvements. These facilities will help offset the increasing demand for such facilities in Mission Bay. An added benefit is that bay access will be enhanced for people arriving at the park from Interstate 5 due to the location of South Shores adjacent to the Interstate 5 off-ramp.

Implementation of the South Shores Master Plan will increase the amount of bay water by 12 acres as a result of the boat basin. This new bay area will provide additional fish and wildlife habitat, and will serve as mitigation for loss of nine acres of bay water as a result of the proposed Sail Bay project.

The project will require additional environmental review in the future by not only the City of San Diego but other agencies as well. Implementation of the Master Plan will require Coastal Commission adoption as part of the Local Coastal Plan. The launching basin will require a U. S. Army Corps of Engineers dredging permit and a waste discharge permit from the San Diego Regional Water Quality Control Board. Additionally, projects within the Master Plan area will receive close attention by the California Department of Fish and Game and the U. S. Fish and Wildlife Service because of sensitive biological resources that may be affected.

CITY of SAN DIEGO
MEMORANDUM

FILE NO.:

DATE : May 1, 1985

TO : Real Estate Management Attention Dick Randolph via Property Director

FROM : Park Development & Open Space Dep. Director via Park & Recreation Director

SUBJECT: Sea World - Shoreline Repair Agreement

The attached cost summary for the shoreline repair work accomplished by Sea World has been reviewed by this department.

The costs appear correct and reasonable and it is recommended that the rent credit in the amount of \$51,867.38 be allowed.


Wilbur E. Smith

VJM:ljl

Attachment

 cc: Project Officer Marchetti

RECEIVED
MAY 13 1985
PROPERTY DEPT.

RECEIVED
MAY 13 1985
PROPERTY DIRECTOR

GRAY, CARY, AMES & FRYE

ATTORNEYS AT LAW

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

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OTHER OFFICES
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WRITER'S DIRECT LINE
699-2761

April 11, 1985

Sea World, Inc.

RECEIVED
APR 16 1985
PROPERTY DEPT.

Harold O. Valderhaug, Esq.
Deputy City Attorney
City Administration Bldg.
202 C Street
San Diego, CA 92101

Dear Hal:

At our meeting in your office today a question was raised about the percentage rent for food and non-alcoholic beverages in the marine park in light of the fact that Article IV.A.1(a) refers only to food and non-alcoholic beverages dispensed upon Parcel "C," which is the Atlantis parcel. It was suggested that the intention all along has been that the 2 1/2% and 3% rates are applicable only to food and non-alcoholic beverages dispensed at the Atlantis and that food and non-alcoholic beverages dispensed elsewhere should be subject to the 7% catch-all provisions of Subsection "f".

It was indicated that percentage rental for snack bars, etc., which don't have the high overhead of a restaurant, could and should be, and in fact are elsewhere, higher than 3%.

I gather, however, from our conversation that the City is not asking that the matter be renegotiated but rather is asking whether historically food operations in the park were supposed to be subject to the 3%.

According to the provisions of the original lease, dated July 16, 1963 (Document No. 658698), on page 4 thereof, the percentage rental for food and non-alcoholic beverages for operations of a restaurant and snack bar is 3%. I enclose a copy of the applicable pages from the original lease, for your information.

Harold O. Valderhaug, Esq.
April 11, 1985
Page 2

At this time, Sea World did not lease the Atlantis Restaurant. The lease for Atlantis was not entered into until 1967. I don't have a copy of it so I don't know what it says.

It further appears that the 1977 Amendment which consolidated all three leases (including Perez Cove as well) was intended not to make any substantive changes but merely to consolidate the leases for convenience. Therefore, it does not appear that the parties intended to change the percentage rent of 3% applicable to food and non-alcoholic beverages in the park, which had been the case from the beginning.

I should be happy to discuss this with you, Bill and/or Dick at your convenience.

Sincerely yours,



Richard A. Burt

RAB:mcn/Enclosure

cc: Philip C. Williams, Esq.
Mr. Farris Wankier
Mr. William Punch (w/encl.)
✓ Mr. Richard Randolph (w/encl.)

CITY of SAN DIEGO
MEMORANDUM

P. Randolph
503

FILE NO.: 330.8
DATE : April 29, 1985
TO : Sue Williams, Deputy City Manager

RECEIVED
JUL 15 1986
PROPERTY DEPT.

FROM : Deputy Director, Transportation & Traffic Engineering via J.P. Casey, Director,
Engineering & Development
SUBJECT: Sea World Bikeways, EQD #84-0160

J.P. Casey

We are writing to indicate our position regarding the bikeways through the Sea World leasehold. For convenience we will divide the bikeway into three segments and discuss each separately. Rough estimates of the cost of each alternative are shown in parenthesis.

1. From Ingraham St./Perez Cove Way to Perez Cove Way/Sea World Drive

The first segment is from the Ingraham Street/Perez Cove Way intersection to the Perez Cove Way/Sea World Drive intersection. There are 4 alternatives which have been discussed for this segment:

- A. Class I bike path east of Perez Cove Way (\$70,000)
- B. Class I bike path west of Perez Cove Way (\$500,000)
- C. Class II bike lane (on street) along Ingraham Street and Sea World Drive (\$4,000)
- D. Class II bike lane on Perez Cove Way (\$4,000)

The Class I bike path proposed for immediately east of Perez Cove Way (1A) is not recommended due to the potential for conflicts at the driveway intersections. As proposed the bike path would be parallel to and adjacent to Perez Cove Way. Where there are current intersections between Perez Cove Way and the driveways to the Sea World Leasehold, the bike path would cross the driveways very near to the existing intersections. Automobiles turning into the Sea World driveways from Perez Cove Way might not have sufficient time to react to bicycles crossing the driveways.

The second alternative (1B) is the placement of a Class I bike path just west of Perez Cove Way. This would require substantial grading and some areas of substandard bike path width would result. An area of particular concern is where the bike path is adjacent to the outside of the eastbound West Mission Bay Drive to northbound Ingraham Street ramp curve. Special design with barriers and a retaining wall would be necessary in this area. The transition of the bicycle path to Dana Landing and the Ingraham Street bridge would require a street crossing near the Perez Cove Way/Ingraham Street intersection, which due to the curvature on Perez Cove Way, will create unacceptable conflicts.

The third alternative (1C), as suggested by the California Association of Bicycling Organization, is not considered appropriate due to the large number of recreational riders found in Mission Bay. Sea World Drive is a high volume, high speed facility and the presence of interchange ramps can make bicycling by non-experienced riders difficult. It should be noted, however, that bicyclists who choose to use Sea World Drive are not restricted from such use.

D

The fourth alternative (1D) places a Class II bicycle lane on either side of Perez Cove Way. This is the normal treatment for low volume (3,700 ADT), low speed (posted at 25 mph) roads such as Perez Cove Way. Currently, there is sufficient width to allow the marking of the bike lanes, requiring just the prohibition of parking along the street. It should be noted that as eastbound bicyclists near the intersection with Sea World Drive, the Class II bike lanes will end and signs will be placed informing the bicyclist to make a left turn into the Class I bicycle path proposed for segment 2. There is sufficient sight distance for the bicyclist to safely cross to the center line and then make a left turn at this location. This alternative is recommended due to its increased safety, ease of maintenance and low capital costs.

2. From Perez Cove Way/Sea World Drive to Sea World Drive/Sea World Way

The second segment, between the Perez Cove Way/Sea World Drive and Sea World Drive/Sea World Way intersections, has two possible alternatives:

- A. Class II bike lanes on Sea World Drive (\$500)
- B. Class I bike path just north of and parallel to Sea World Drive (\$10,000).

The first alternative (2A) can only be used if the Class II bike lane along Ingraham Street and Sea World Drive (1C) is chosen for segment 1. This is due to the lack of feasible methods for eastbound bicycles to cross Sea World Drive at Perez Cove Way. In addition, we recommend against the use of the Class II bike lanes along Sea World Drive for the same reasons as described under alternative 1C above.

The second alternative (2B) is the Class I bike path between the Perez Cove Way/Sea World Drive and the Sea World Way/Sea World Drive intersections. This alternative is recommended for this segment. Until the bicycle path is available in South Shores, bicyclists will have to cross Sea World Drive at a traffic signal to access the bike path located south of Sea World Drive along the floodway.

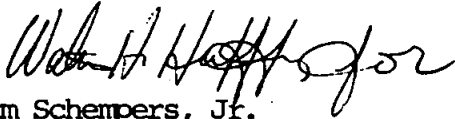
3. From Sea World Drive/Sea World Way to South Shores

The last section of bikeway is between Sea World Drive/Sea World Way intersection and the east lease line of Sea World where it meets the South Shores property. This section of bikeway should be constructed as a Class I bike path (\$8,000) to match the proposed development in South Shores. Sea World should be required to set aside the right-of-way for this facility until South Shores is developed, at which time Sea World should provide the bike path.

Page Three
April 29, 1985

Sea World should be required to provide the improvements recommended in this memo. Specifically, they are a Class II bike lane on Perez Cove Way from Ingraham Street to Sea World Drive (1D) connecting to a Class I bike path just north of Sea World Drive from Perez Cove Way to Sea World Drive (2B). The Class I bike path between Sea World Way and the South Shores property (3) should be developed when the South Shores Park bikeway system is built.

This results in a total estimated cost of \$22,000 to complete the bikeway through the leasehold. Please note that this recommendation is essentially the same as that proposed in the EIR dated February 15, 1985.



William Schempers, Jr.

WS:JL:jmh
Attachment

cc: Ellen Mosley, EQD
Barbara Lupro
Jim McLaughlin
Bill Smith
Dick Randolph

BIKEWAY PLANNING AND DESIGN (7-1000)

General Information (7-1001)

7-1001.1 Introduction

Increased bicycle use for commuting and recreation can provide enjoyment, improve public health, and reduce air pollution, traffic congestion, energy consumption and the cost of personal transportation. The many benefits of bicycling, both personal and to society, provide the justification for local, regional and State government to give increased attention to the bicycle as a legitimate mode of transportation. It is in the State's interest to encourage development and improvement of facilities to accommodate safe and efficient bicycle use.

Senate Bill 244 (Statutes of 1975) established the California Bikeways Act. The Act included provisions requiring the State Department of Transportation to establish "recommended minimum general design criteria for the development, planning, and construction of bikeways..." (Section 2374, Streets and Highways Code) and "uniform specifications and symbols for signs, markers and traffic control devices to control bicycle traffic..." (Section 2375, Streets and Highways Code). Section 2376 of the Streets and Highways Code requires all local and regional agencies, having responsibility for the development of bikeways, to comply with "all minimum safety design criteria and uniform specifications and symbols for signs, markers and traffic control devices established by the Department..."

It is recognized that in certain isolated instances, it may not be possible or feasible to meet the mandatory minimum safety design criteria, but that projects can be developed in a way as to not jeopardize the safety of bicyclists. Deviations from mandatory standards can be tolerated only where one of the following applies:

- (a) When a deviation is judged by the project proponent and the funding authority to be a safety equivalent (i.e., as good as or better than the mandatory standard).
- (b) When a lesser facility is judged by the project proponent and the funding authority not to jeopardize the safety of bicyclists. (The intent is to permit deviations for isolated sections

where mandatory standards cannot be met, but where mitigating action or other conditions are such that the lesser facility will not result in unsafe conditions.)

Deviations from mandatory standards shall be considered on a case-by-case basis, and the rationale clearly documented by the implementing agency and approved by the Office of Planning and Design Coordinator. It is not the intent that deviations be used for the purpose of permitting wholesale exemptions for substandard facilities (e.g., substandard width, or alignment, facilities which promote wrong-way travel, etc.).

It is recognized that the recommended and mandatory criteria do not cover all types of design details encountered in development of bikeways. Where details are not covered, appropriate engineering principles and judgment must be applied in providing for the safety and convenience of bicyclists.

7-1001.2 Definitions

"Bikeway" means all facilities that provide primarily for bicycle travel.

(1) *Class I Bikeway (Bike Path)*. Provides for bicycle travel on a right of way completely separated from any street or highway.

(2) *Class II Bikeway (Bike Lane)*. Provides a striped lane for ~~one-way~~ bike travel on a street or highway.

(3) *Class III Bikeway (Bike Route)*. Provides for shared use with pedestrian or motor vehicle traffic.

~~More detailed definitions are contained in Section 2373 of the Streets and Highways Code.~~

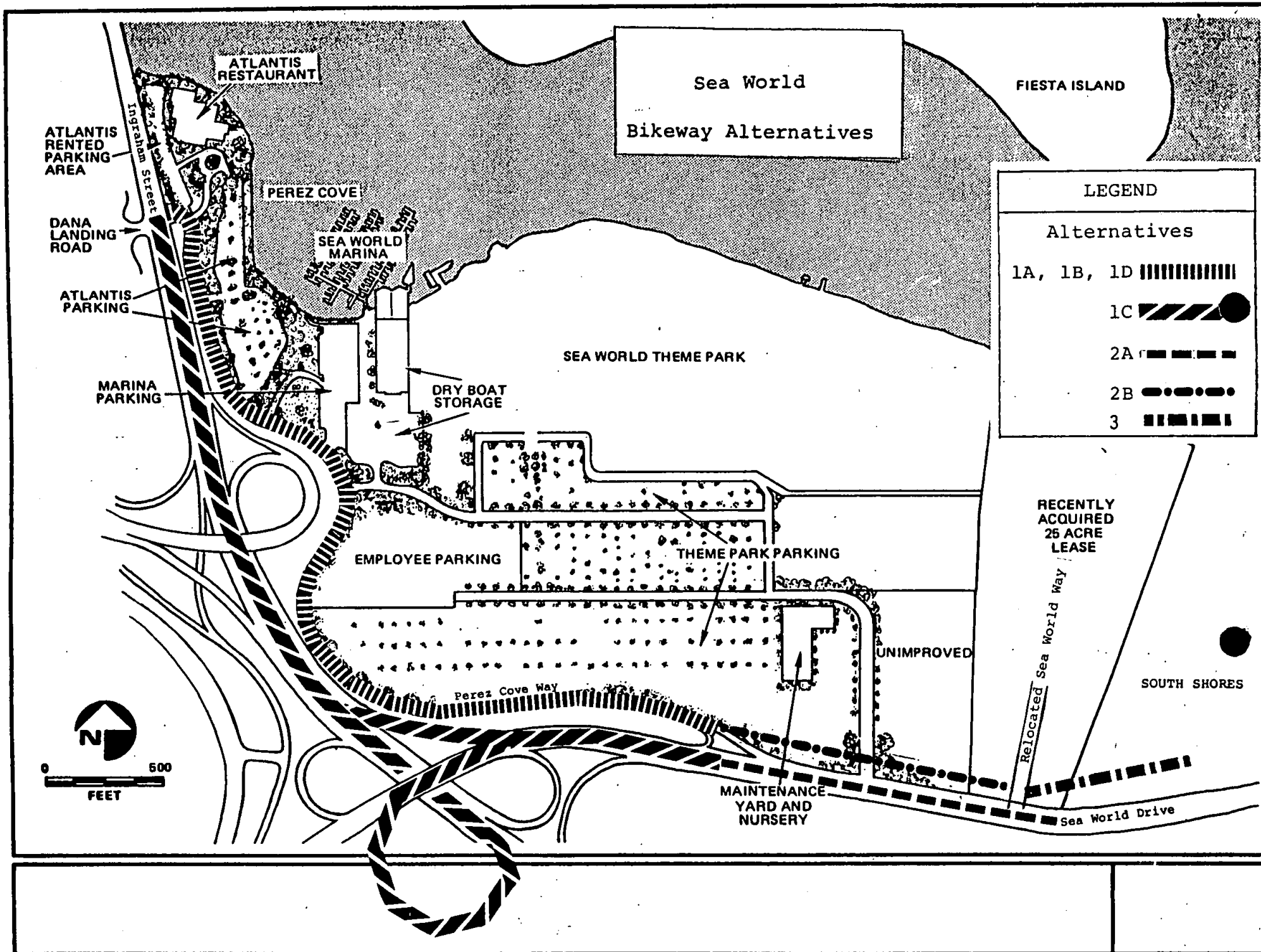
The following additional definitions apply to this section:

Highway - A publicly maintained facility open to use by the general public for purposes of vehicular travel. Highway includes road, roadway, or street.

Shall - Depicts mandatory criteria (standards).

Should - Depicts recommended or desirable criteria.

May - Depicts permissive criteria.



CITY of SAN DIEGO
M E M O R A N D U M

FILE: Leases - Sea World, Inc.
DATE: April 23, 1985
TO: James L. Spotts, Property Director *JS*
FROM: Property Management Division
SUBJECT: Percentage Rent from Food Operations - Sea World

Recently, it came to our attention that Sea World is paying a rental to the City at 2-1/2 percent of the first \$600,000 and 3 percent on anything over \$600,000 of gross income from all food sales on the premises.

While these percentages are reflective of the current fair market rate for restaurants, they are low for snack bars and possibly delicatessens. Below are some of the rates in the marketplace that demonstrate our position:

- | | |
|--|-------|
| a. Fro-Zin Ice Cream (mobile food vending) | 10% |
| b. Chipwich & Bowes (pushcarts) | 15% |
| c. Peoplefeeders (mobile food vending) | 20% |
| d. Ice cream parlors | 6-10% |
| e. Nutrition centers | 5-6% |
| f. Deli/specialty foods | 5-8% |
| g. Candy stores | 6-10% |

Categories a through c represent current City agreements. The remaining categories are supplied by Buildings Magazine and represent the Southern California area.

As you know, we are currently involved in the final stages of a lease amendment with Sea World, which they are extremely anxious to conclude as soon as possible. However, since City Council Policy 700-10 requires us to get fair market rents whenever we are able (such as when a lease is amended), we should do so in this instance.

If you feel that such additional negotiations at this time would not serve the best interests of the City, I would recommend, as a minimum, that you send them the attached letter. Hal Valderhaug has reviewed the letter and feels that it is a good idea.

Bill Punch

Bill Punch, Property Agent
Property Management Division

WJP:sn(1)D9
Attachment

6376



RECEIVED

APR 15 1985

PROPERTY DEPT.

April 12, 1985

City of San Diego
Property Department
1222 First Avenue, MS 503
San Diego, California 92101-4155

Attention: G. R. Randolph
Property Management Division

Subject: Shoreline Repair Agreement
City Clerk Document RR-262370

Dear Mr. Randolph:

Pursuant to your letter of February 6, 1985, regarding rent credit for the City of San Diego portion of the shoreline repair work, you will find enclosed the requested information.

Refer to the attached sheet which summarizes all costs for the shoreline repair work as they have been proportioned between Sea World, Incorporated and the City of San Diego.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

John Redlinger

John Redlinger, A.I.A.

JR/lk
Enclosure

cc: George Becker
Farris Wankier
Cherry Dimeff
Vince Marchetti

COST SUMMARY - SHORELINE REPAIR WORK
Prepared by Sea World - April 10, 1985

	<u>Contractor</u>	<u>Engineering</u>	<u>Sea World Staff Coordination</u>	<u>Total Costs</u>
Sea World allocation	\$ 67,112.53	\$ 10,733.90	N.C.	\$ 77,846.43
City of San Diego allocation	<u>\$ 41,133.49</u>	<u>\$ 10,733.89</u>	<u>N.C.</u>	<u>\$ 51,867.38</u>
Total	\$108,246.02 ¹	\$ 21,467.79 ²	⊖	\$129,713.81

- Note: 1. Refer to attached letter from Woodward-Clyde, consultant, dated February 26, 1985, which shows cost break out for R. E. Staite work.
2. a. Woodward-Clyde estimate range of total cost per agreement = \$11,000 to \$18,250.
- b. Sea World wrote a Purchase Order in the amount of \$19,000. Change Order #1 was written for \$2,467.79 to cover charges for additional services beyond the contracted "Scope of Work". Refer to attached letter from Woodward-Clyde, dated March 5, 1985. Total engineering cost is \$21,467.79.

Banone

RECEIVED

APR - 8 1985

Feb

Sea World

PROPERTY DEPT



April 4, 1985

Ms. Sue Williams
Deputy City Manager
202 C Street
San Diego, California 92101

Subject: Sea World's E.I.R.

Dear Sue:

Pursuant to our meeting of March 29, 1985, we asked our traffic consultant to revise the subject report to reflect omission of the hotel. We are attaching a copy of that analysis which concludes that the impact on the various intersections will be minor and no change in mitigation is warranted.

We understand that Federhart & Associates has reviewed this with both the City Traffic Department and Allen Jones of the E.Q.D.

Please let us know how this can be incorporated into the E.I.R. master plan process.

Yours truly,

Farris Wankier, A.I.A.

FW/1k
Enclosure

cc w/enclosure: Allen Jones - E.Q.D.
Bill Schempers - City Traffic Engineering
Jim Spotts - City Property
Dick Burt - Sea World counsel

Federhart & Associates
 5252 Balboa Avenue, Suite 709
 San Diego, CA 92117
 (714) 278-3365

F 8490

TRAFFIC AND PARKING STUDIES

April 4, 1985

Mr. Farris Wankier
 Vice-President for Development
 Sea World, Inc.
 1720 South Shores Road
 San Diego, CA 92109

Dear Mr. Wankier:

This is in response to your request for an analysis of our traffic impact study of the 1984 Sea World Master Plan with the proposed hotel omitted from the plan.

Our referenced study dated January 9, 1985, showed a proposed 300-room hotel adjacent to the Perez Cove shoreline. Traffic generated by the hotel was estimated to be 2,400 two-way trips per day with 168 two-way trips evenly split by direction during the P.M. peak hour. Figure 12 of the referenced study showed the P.M. peak-hour traffic generated by the total master plan expansion by location and direction. Attached as Figure 1 is a revision of that P.M. peak-hour expansion traffic with the hotel traffic removed.

The two principal access points impacted the most by the master plan traffic are: (1) Perez Cove/Dana Landing at Ingraham Street, and (2) Sea World Way and Sea World Drive. A review of these two critical intersections shows that the removal of the hotel traffic will have little impact on the intersection capacities. The Perez Cove/Dana intersection's ICUs will be reduced from 0.97 to 0.95 and thus will remain at Level of Service "E". The Sea World Drive/Sea World Way intersection's ICU will reduce from 1.00 to 0.99, thus remaining near the borderline Level of Service "E-F".

The resultant data are shown in Table 1 along with existing ICUs:

Table 1

Sea World Expansion Project Traffic with Existing Geometrics With No Hotel

<u>Intersection</u>	<u>Existing ICU</u>	<u>With Sea World Expan- sion ICU</u>	<u>Increase Due to Project</u>	<u>Resultant Level of Service</u>
Ingraham and Perez Cove/ Dana Landing	0.94	0.95	0.01	E
Sea World Drive/Sea World Way	0.90	0.99	0.09	E

Mr. Farris Wankier
April 4, 1985

-2-

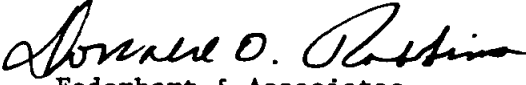
F 8490

All other locations shown in the referenced report are insignificantly impacted by removing the hotel traffic. Obviously, in each case with slightly less traffic, the intersection capacity utilization would remain the same or be slightly reduced.

The two locations mentioned previously should still be improved as recommended in the traffic impact study. There should be no change in implementation of the mitigation measures even without the hotel traffic in the master plan expansion. The mitigation measures and Expansion Phasing Plan as shown on pages 34-40 of the traffic impact study remain valid and should be adhered to.

If you have any questions or concerns regarding the above analysis, please call.

Very truly yours,


Federhart & Associates

JWF:vc
Enc.

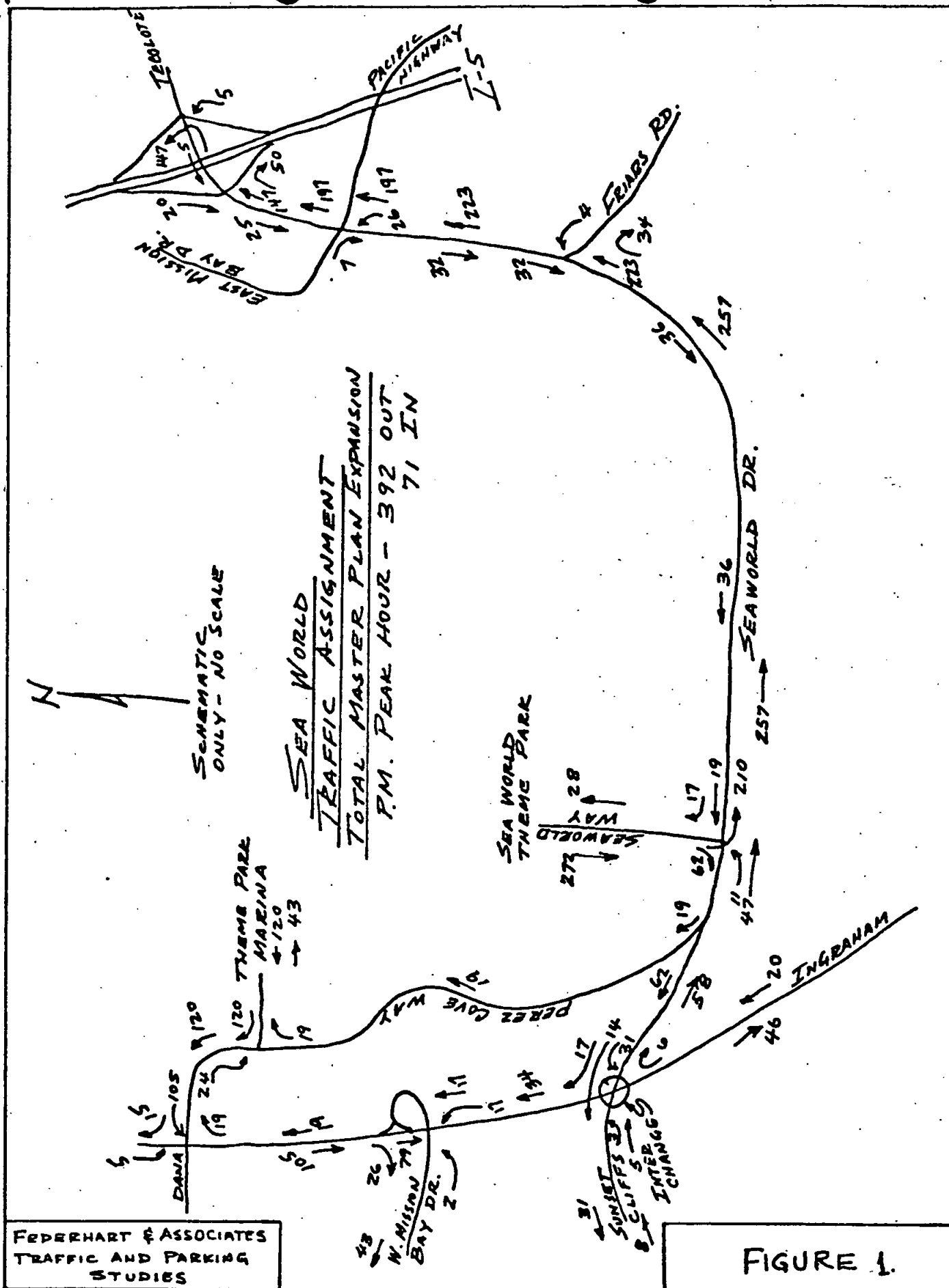


FIGURE 1.

CITY of SAN DIEGO
MEMORANDUM

FILE NO.:

DATE : April 4, 1985

TO : Dick Randolph, Property Department
Hal Valderhaug, City Attorney

FROM : Ellen Mosley, Planning Department

SUBJECT: Sea World Master Plan

RECEIVED

APR - 5 1985

PROPERTY DEPT.

Attached is the review procedure which should be established for planning department involvement of Sea World improvements consistent with the Master Plan and EIR. This procedure should be incorporated into the lease agreement. The Environmental Quality Division should review all improvements as well in accordance with the California Environmental Quality Act.

If you have any questions please contact me at ext. 6773.



Ellen Mosley, Senior Planner
Planning Department

CC *Barone*
Randolph

INTEROFFICE MEMORANDUM

TO: Distribution

DATE: April 3, 1985

FROM: Farris Wankier

SUBJECT: Sea World E.I.R.

On March 29, 1985 a meeting was conducted by Sue Williams, Deputy City Manager, for the purpose of reviewing the status of the E.I.R. on Sea World's master plan.

Those in attendance were:	Sue Williams	-	City of San Diego
	Allen Jones	-	City of San Diego
	Angeles Liera	-	City of San Diego
	Mike Stepner	-	City of San Diego
	Dick Randolph	-	City of San Diego
	Jim Spotts	-	City of San Diego
	Hal Valderhaug	-	City of San Diego
	Dick Burt	-	Sea World counsel
	Phil Williams	-	Sea World, Inc.
	Farris Wankier	-	Sea World, Inc.

After much discussion a conclusion was reached that:

1. We should pursue gaining Council approval of the E.I.R. on Sea World's master plan as reviewed over the past year. To do this, the PS&F Council Committee meeting should be delayed to the first meeting in May, 1985. During the time between now and the date needed to submit the necessary reports to the committee, the following action should occur.
 - A. The visual plan should be revised to omit the hotel.
 - B. The City Traffic Department and the consultant used for the traffic segment of the E.I.R. (Federhart & Associates) should revise the report to reflect omission of the hotel. E.Q.D. stated that an amendment to the E.I.R. would not be necessary.

Sue Williams volunteered to help expedite the scheduling with the City Traffic Department.
 - C. Mr. Valderhaug will work with the Planning Department and Property to revise the lease to include some of the letters of agreement on various mitigation issues.
 - D. Sue Williams will review the bicycle path issue for possible resolution.
2. A water play park will be treated as a separate issue at a later time, with reviews as found necessary.

Distribution: Jack O. Snyder
George Becker
Phil Williams
Richard Burt
Sue Williams
Hal Valderhaug
James Spotts
Ellen Mosley



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

PROPERTY
DEPARTMENT
(619) 236-6020

RECEIVED

APR 10 1985

PROPERTY DEPT.

April 1, 1985

File: Leases - Sea World, Inc.

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Attention Marina Manager

Re: Ordinance 10107 (New Series) - Regulating Living on Board Watercraft

The City of San Diego is conducting its annual survey to determine compliance with the referenced Ordinance for the period April 1, 1984 through March 31, 1985.

Please complete the following and return it to this office within 10 days of receipt of this letter:

1. Name of marina: Sea World Marina at Perez Cove
2. Number of boats with holding tanks: 240
3. Do you have a pump-out facility for boat holding tanks at your marina? yes
If no, when do you plan to install a pump-out facility? N/A
4. Names of boat owners who have occupied or allowed the occupancy of their boats for more than an accumulative 90-day period since April 1, 1984.
None

Michael A. Dagenais
Lessee's or Marina Manager's Signature

Connie M. Romero
Connie M. Romero, Property Agent
Property Management Division

CMR:jw(1)caf3

RECEIVED

APR - 5 1985

Minutes of City/Sea World Meeting
March 29, 1985

PROPERTY DEPT.

Meeting was called to order by Sue Williams. In attendance were:

Sue Williams, Chairwoman, Deputy City Manager
Farris Wankier, Vice President, Administration,
Sea World, Inc.
Phillip Williams, Counsel, Sea World, Inc.
Richard A. Burt, Counsel, Sea World, Inc.
Hal Valderhaug, Deputy City Attorney,
James L. Spotts, Property Director, City
G. R. Randolph, Property Management Supervisor, City
Mike Stepner, Assistant Planning Director, City
Allen M. Jones, Deputy Director, Long Range Planning,
City
Angeles Leira, Community Planning, Urbanized Community,
City

Sue Williams opened the meeting by stating that there was to be no negotiating of leases; that the meeting was to see what needed to be done.

Farris Wankier stated that Sea World was at the meeting because of two aspects of the development plan, which was to be amended; (1) the proposed Sea World Hotel had been dropped by Sea World, which decision was irrevocable, and (2), Sea World has a proposal to develop a Sea Water Play Park in the park, but as a separate phase. The Water Play park will have a separate entrance and a separate charge.

Mr. Wankier stated that before the decision to abandon the hotel, Sea World and the City were very close to agreement on the lease amendment. He wanted to know if there was a way Sea World could go ahead and get approval of their conceptual development plan without taking another year of review by the City. He would like to proceed with the Water Play Park, without the hotel, but with the present EIR.

He was informed by Messrs. Stepner and Jones that the elimination of the hotel and the construction of the proposed Water Play Park, called for amendment to the EIR, as well as Federal and State permits for the Marina expansion. Also, the expanded Marina might also cause additional traffic which would necessitate a revised traffic study; that if the traffic study for the Marina showed less traffic than the study for the hotel, it probably would not require another public review.

Mr. Wankier stated Sea World was willing to build a pedestrian promenade along the water by the Atlantis. They were also

willing to build a Class II bicycle path; that they would like to get a conceptual design plan approved and get started on the marina.

Further discussion of these issues continued. Sue Williams stated that she would like to be in a position to take the lease amendment to the PS&S Committee May 1st. She said that the bicycle path could be discussed at another meeting, and that she would contact the necessary individuals for the traffic meeting.

Allen Jones said that Ellen Mosley from Transportation would participate in the traffic study meeting.

Ms. Williams stated that Bill Schempers would do the traffic study and Allen Jones would attend the meeting on that study; that she would contact each person in attendance at the meeting today after the traffic meeting.

She further stated that Hal Valderhaug and Dick Randolph would work on getting the lease amended. She asked that a marked up copy be furnished to her.

Ms. Williams asked also that all correspondence between Planning and Sea World be formalized. Hal Valderhaug stated it could become a part of the amendment to the lease and that he would clarify the environmental process. Sea World will provide the letters to Hal Valderhaug.

Mr. Wankler said that Sea World would cooperate in mitigating each and every environmental issue.

Meeting adjourned at 4:40 p.m.

March 28, 1985

File: Leases - Sea World, Inc.

Donald J. Hall
General Manager
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Westec Services Sublease

Enclosed is a refund of the fee for the Westec
sublease, since Sea World has terminated
negotiations with Westec.

You may phone me at 236-6728 if you have any
questions.

Gloria Cien, Property Agent
Property Management Division

GAC:sn(1)N1

Enclosure

GRAY, CARY, AMES & FRYE

ATTORNEYS AT LAW

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

1700 FIRST INTERSTATE PLAZA
401 B STREET
SAN DIEGO, CALIFORNIA 92101-4219
TELEPHONE (619) 699-2700
TELECOPIER (619) 236-1048
TELEX II 910 335-1273

OTHER OFFICES
IN
LA JOLLA
EL CENTRO

WRITER'S DIRECT LINE
699-2761

RECEIVED

March 21, 1985

MAR 25 1985

PROPERTY. DEPT.

Mr. William J. Punch, Property Agent
City Property Department
City of San Diego
City Operations Building
1222 First Avenue, M.S. 503
San Diego, CA. 92101

Dear Bill:

In recent conversations Sea World and the City have agreed that even though the hotel project has been cancelled, it would be desirable to have a new lease amendment to cover several items the parties still want. Accordingly, I've tried my hand at a draft of a new lease amendment, and I enclose a smooth and marked copy thereof. The marked copy reflects changes from the latest draft of the old lease which you sent me.

Some of the changes should be self-explanatory; others that may not be are commented upon as follows:

1. We believe, as we understand the City does, that it would be desirable to clean up the complicated parcelization of the premises. I concluded that we can do that without Sea World's suffering adverse property tax consequences. Accordingly, the "Demise" article has been amended to provide a single Parcel "A" for land and a single Parcel "B" for water, with several subparcels which we will still need. (We must separately describe the land and water areas which were added by the 1983 amendment, because Sea World still runs the risk of losing them if it does not timely commence construction. The newly added Atlantis parking area needs to be separately described because there are restrictions on its use.)

Mr. William J. Punch
March 21, 1985
Page Two

Making this change required several changes in other paragraphs that referred to the old parcels. I've gone through the lease, as amended, and tried to identify and make changes in every one of them where necessary.

2. The "Use of the Premises" article was amended in part to reflect the change in parcelization and in part to simplify it by merely referring to existing uses plus those shown on the to-be approved Development Plan. Alternatively, we could, if you wish, merely set out a verbal recitation of all existing uses plus all uses shown on the approved Development Plan. We look forward to discussing with you the pros and cons of the various approaches.

yes

In this connection, we think it's important that somewhere--in the lease or on the approved Development Plan--it be clearly stated that the Development Plan is conceptual only and that the depictions of the approved uses are illustrative only and are not binding as to the exact configuration and location of the uses approved. This is important for several reasons. First, we must avoid one of the problems Farris has encountered during the last 14 months of having to provide complete details as to uses that may be way out in the future (for example, specific landscaping plans, including the exact location and type, size of plants, etc., in areas that are only conceptual now.) Second, we think you would agree that we don't want to have to go back to the City Council for a Development Plan change every time Sea World proposes a particular use that is not precisely configured and/or located as depicted on the Development Plan. We are aware that at some point a proposed use may be so materially different that it would be appropriate, if not necessary, to go to Council, but we think that the City Manager's hands ought not to be tied in making a reasonable judgment as to what he can approve and what the Council must approve.

We look forward to discussing this important matter further with you.

3. On page 8 there are some changes relating to Hubbs. We needed to change this section to eliminate the reference to a particular parcel, and we also needed to change it to reflect the pending name change of the Institute. "Sea World" is being removed from the name, primarily on the advice of counsel in light of the strict IRS anti-self dealing rules. The change does not reflect a substantive change in the support

Mr. William J. Punch
March 21, 1985
Page Three

Sea World intends to continue to give Hubbs. The Board of Directors of Hubbs have not yet acted on the name change, so it's possible that the name will be something other than that indicated in this revised provision.

4. The "General Development Plan" article has been amended to eliminate past history and to reflect that a new development plan will have been approved when this lease amendment become effective. Since the language that triggered the computation of three years before the commencement of construction has been eliminated, it was necessary to provide for a date certain on or before which construction is to commence--we can fill in the appropriate date shortly before we submit the lease amendment to the City Council.

We look forward to discussing this and the other relevant matters at the 3:00 p.m. meeting on Friday, March 29.

Sincerely yours,



Richard A. Burt

RAB:mcn/Enclosure

cc (w/enclosure): Ms. Sue Williams
Philip C. Williams, Esq.
Mr. George Becker
Mr. Farris Wankier

CITY of SAN DIEGO
MEMORANDUM

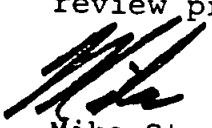
FILE NO.:

DATE : March 14, 1985
TO : Dick Randolph - Lease Management, Property Department
FROM : Planning Department
SUBJECT: PLANNING REVIEW PROCEDURES FOR SEA WORLD PROJECTS

Planning Department staff and Sea World Vice President Farris Wankier recently discussed a procedure for Planning Department review of future projects on the Sea World Leasehold. These procedures will be followed for projects submitted after the Sea World Master Plan has been approved by City Council.

The procedures are outlined on the enclosed March 13, 1985 memo to Sea World from the Planning Department. Also enclosed is a March 1, 1985 memo from Sea World regarding this issue.

Please contact Angeles Leira (236-5893) or Bill Levin (696-3929) at the Planning Department if you have any questions about these review procedures or the status of the Sea World Master Plan.


Mike Stepner
Assistant Planning Director

MS:BL:mh
Enclosures (2)

cc: Sue Williams
Jim Spotts
Bill Punch
Ernie Anderson
~~Allen Jones~~
Mike Haas



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

RECEIVED

MAR 15 1985

PROPERTY DEPT.

OFFICE OF THE
CITY MANAGER
236-6363

March 14, 1985

File: Leases - Sea World, Inc

Mr. Farris Wankier
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Dear Mr. Wankier:

Long-Term Conceptual Development Plan

This is to inform you that we have asked that the referenced item, which is scheduled for the Public Services and Safety Committee agenda of March 20, 1985, be returned to the Manager for further definition and clarification. This is due, in part, to the recent decision by Sea World to drop the hotel from its plan and more specifically, the fact that the lease amendment has been eliminated from the master plan revision. This latter issue is a change since our last meeting on Thursday, March 7, 1985, in the City Manager's office. Before we can proceed to Council, several matters need to be resolved and reduced to writing so that all parties will clearly understand both the Sea World's and the City's responsibilities. They are as follows:

1. An agreement on the matter of a possible rent credit to Sea World for construction of the bicycle path required by the City Planning Commission.
2. The addition of land to the Sea World leasehold that remains upon completion of the Ingraham Street bridge.
3. The provision for relocation of the eastern boundary line of the leasehold at such time as the City implements its South Shores Master Plan.
4. The need to know and advise the Committee of Sea World's anticipated near term changes in its plan. Specifically included would be the hotel and the surf park that was discussed with the City Manager on March 7, 1985.

Bill Lusk

5. If the surf park is in Sea World's immediate future, it may be appropriate to outline the City's requirements for its approval. Included would be the rental percentage to the City, clearances necessary, as well as other terms and conditions.
6. An understanding between the City and Sea World that if the current plan is approved by Council without the hotel or surf park, any subsequent plans to go ahead with those projects will again require Council approval and possibly a lease amendment.
7. The requirement that Sea World be responsible for all shoreline maintenance on and immediately adjacent to its premises.
8. Any side agreements with City departments (such as Planning) affecting the process for future reviews of new facilities should be put into a legally binding form and approved by the Council.

Please contact me at your earliest convenience in order that we may resolve the aforesaid issues and proceed with the approval of your development plan.

Very truly yours,



Sue Williams
Deputy City Manager

JLS:WJP:lmm

cc: Members of the Public Services and Safety Committee
Hal Valderhaug
Ernie Anderson
Allen Jones
James L. Spotts
Dick Randolph
Bill Punch
Richard A. Burt



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

March 13, 1985

OFFICE OF THE
CITY MANAGER
236-6363

File: Leases - Sea World, Inc.

Mr. Farris Wankier
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Dear Mr. Wankier:

Re: Long-Term Conceptual Development Plan

This is to inform you that we have asked that the referenced item, which is scheduled for the Public Services and Safety Committee agenda of March 20, 1985, be returned to the Manager for further definition and clarification. This is due, in part, to the recent decision by Sea World to drop the hotel from its plan and the fact that the lease amendment has been eliminated from the master plan revision. Several matters need to be resolved as follows:

1. An agreement on the matter of a possible rent credit to Sea World for construction of the bicycle path required by the City Planning Commission.
2. The addition of land to the Sea World leasehold that remains upon completion of the Ingraham Street bridge.
3. The provision for relocation of the eastern boundary line of the leasehold at such time as the City implements its South Shores Master Plan.
4. The need to know and advise the Committee of Sea World's anticipated near term changes in its plan. Specifically included would be the hotel and the surf park that was discussed with the City Manager on March 7, 1985.
5. If the surf park is in Sea World's immediate future, it may be appropriate to outline the City's requirements for its approval. Included would be the rental percentage to the City, clearances necessary, as well as other terms and conditions.
6. An understanding between the City and Sea World that if the current plan is approved by Council without the hotel or surf park, any subsequent plans to go ahead with these projects will again require Council approval and possibly a lease amendment.

7. The requirement that Sea World be responsible for all shoreline maintenance on and immediately adjacent to its premises.

8. Any side agreements with City departments (such as Planning) affecting the process for future reviews of new facilities should be put into a legally binding form and approved by the Council.

Please contact me at your earliest convenience in order that we may resolve the aforesaid issues and proceed with the approval of your development plan.

Very truly yours,

Sue Williams
Deputy City Manager

JLS:WJP:sn(2)D9

cc: Hal Valderhaug
Ernie Anderson
Allen Jones
James L. Spotts
Dick Randolph
Bill Punch
Dick Burt



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101-3864

OFFICE OF
PLANNING
DEPARTMENT
236-6450

March 13, 1985

Mr. Farris Wankier
Sea World Inc.
1720 South Shores Road
Mission Bay
San Diego, CA 92109

Dear Mr. Wankier:

SUBJECT: SEA WORLD MASTER PLAN - PLANNING REVIEW PROCEDURES FOR
SEA WORLD PROJECTS

The Planning staff has reviewed the language proposed by Sea World relating to Planning Department review of future development projects on the Sea World leasehold.

We agree that the procedures proposed constitute an efficient framework for review. However, to assure that the intent of City Planning Commission resolution No. 5460 be met fully, the role of the Planning Department in reviewing future projects at Sea World should be defined more clearly and in somewhat more detail. Our intent is to develop a process which will assure the department's ability to review and provide constructive input on projects of Planning Department concern while allowing routine and minor interior park improvements to proceed without unnecessary delay.

The following language is suggested to achieve these aims:

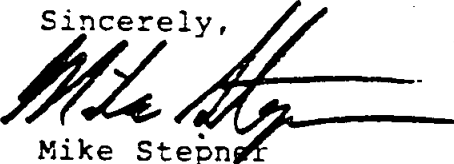
Each year Sea World will submit a plan to the Planning Director via the City Manager. This plan will show the Sea World leasehold with all proposed additions or changes. The proposed improvements shown will include but not be limited to the following: new buildings, building improvements or additions, and additions, redesigns or removal of parking lots, roadways, bicycle ways, pedestrian paths, landscaped areas and entryway areas. Planning Director review and approval will be required prior to City Manager approval.

The Planning Director will identify projects of particular concern for more detailed environmental and planning review. Building permits for these identified projects will not be issued until the Planning Director has determined that the proposed project is in conformance with all adopted Mission Bay Park Master Plan Documents and EIR. The Deputy Director of the Environmental Quality Division will review these projects to assure implementation of mitigation.

Sea World shall have the option of submitting additional proposals or modifications to previously submitted projects at any time.

Please feel free to contact us at the Planning Department if you have any comments or questions regarding the proposed project review procedure.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mike Stepner", with a stylized flourish extending from the end.

Mike Stepner
Assistant Director
Planning Department

BL:MS:rs:sw

cc: Allen Jones



Rodolph
CALIFORNIA ASSOCIATION OF BICYCLING ORGANIZATIONS
HEADQUARTERS: P.O. BOX 2684 DUBLIN, CALIFORNIA 94568
GORDON A. SHIELDS, REPRESENTATIVE, DISTRICT 11
1955 Willis Road, El Cajon, CA 92020 444-6425

RECEIVED

MAR 29 1985

PROPERTY DEPT.

RECEIVED
MAR 22 1985
CITY MANAGER

Mike Gotch, Councilmember
The City of San Diego
City Administration Building
202 "C" St.
San Diego, CA 92101

Dear Councilman Gotch:

On Tuesday, March 12, Steve Gottlieb Chairman of the Sierra Club Bicycle Task Force and I met with Mr. Ferris Wankier at the Sea World offices to review the proposed bicycle facilities plans to be included in their expansion proposal. Prior to the visit I had obtained a copy of the City Planning Department Report #85-104. I had also attended and spoken at the February 21st meeting of the City Planning Commission.

After reviewing the various proposals as suggested by the City Planning Department, the City Planning Commission, and Sea World, Mr. Gottlieb and I reached the following conclusions:

1. The recommendations of the Planning Commission for a Class I Bicycle Facility (a Path) along the north side of Sea World Drive from Sea World Way to Perez Cove Way would NOT be in the best interests of most bicyclists. They would be competing with joggers, cyclists coming in the opposite direction, skateboarders, roller skaters, and pedestrians. Maintenance would also be a problem due to sand-blowing across the path.
2. A Class II Bicycle Facility (Striped Lanes) would be more acceptable but we have definite reservations about its value. While the north side of both roads would be no problem, any cyclists headed east would really be caught at the intersection where Prez Way becomes one way and forces all traffic to head west on Sea World Drive. The idea of asking a cyclist to dismount, cross over to a path on the other side, ride a very short distance to a signal, cross back over to the south side and continue on just won't work.

Most bicyclists going west on Sea World Drive and planning to merge into Ingraham Street keep going up the ramp and bear right

onto it. It isn't the best of routes but it can be done and I haven't received complaints by those doing it.

The old road along the San Diego River Floodway is the most popular and safest route for both commuters and leisure riding cyclists. Cyclists headed south on Ingraham Street and planning eventually to end up on Sea World Drive often turn right on Dana Landing Road, cross over West Mission Bay Drive to Quivera Road, then onto the path along the Floodway. Others stay on Ingraham and go via the turn off loop to Sea World Drive. The latter is not a good route since there is an uphill climb at the end of the loop and several intersections. Actually, it would make more sense to have an access point at the southwest corner of the loop allowing cyclists onto the Floodway path.

To summarize: a.) We do not support a path, if it is built it should be called a sidewalk and not a bicycle path. b.) We do not support a bike lane except as an alternative to a path and then on the north side only. c.) We would support a Class 111 (Bicycle Route) designation for Sea World Drive and Perez Way only if we could be assured that NO PARKING would be allowed on either side.

Yours truly

Gordy Shields

All asterisked fields must have data entered, other fields are optional.

JOB ASSIGNMENT
PROPERTY MANAGEMENT

Mo / Da / Yr
8.* 02/06/85
DATE ASSIGNED

1.* JOB NO. 2118468
2.* AGENT: G. J. CIEN (Initials, Last Name) (20)

6.* JOB TYPE: LEASE-LS; PERMIT-PR; AMNDMNT-AM; SUB LSE SL; AUDIT-AD; INSPCTN-IN;
OTHER-OT: 7. (20)

9.* 03/01/85
DATE DUE

10.* CLIENT: Sea World / (Lessee, Benefitting Person, Agency, Requesting Authority, Etc.) (34)

11. PROJ. NAME: Consent to Sublease (Job Title, Common Name, Facility No., CIP No., Other, Etc.) (60)

12. AREA: Sea World (Street Address, Short Legal) (45)

Descrptn, Thomas Bros. Map Coord., Site No., Etc.)

14. PRIORITY (Circle One)

15. RPRT DSTRBTN

P1. Due Date Firm P2. Supv. Adj. R1. Director Attn.

P2. Director Adj. P4. Agnt. Adj. Other: (5)

13. 2010
OPN ACCT.

5. EST. WORK. HRS.

☐ Aviation
☒ Non Aviation

20. COMMENTS: Prepare Consent to sub lease & return to S. W.

SUPV. INT. RR

21. AGENT'S LOG: 2/26/85 - Consent to Sublease and letter to typing. DCR for \$250 processing fee.
2/26 - letter to Sea World (phoned Donald Hall, told his sec. the letter was being mailed, and consent would be ready after letter signed)
3/15 - request to SEA for refund check.
3/28 - rec'd refund check, letter to typing
3/28 - letter and check mailed, job closed

Comments Con't on Back. 19. FILE LOC.: LS Sea World (50)

Mo / Da / Yr
03/28/85

3. COMPLETION STATUS (Circle)

S1. Complete
S2. Abandoned
S3. Transferred

18. Job Completion Date

Supervisor Signature

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				1. CERTIFICATE NUMBER:	
TO: CITY ATTORNEY		2. FROM: (ORIGINATOR) PROPERTY DEPT./PROPERTY MANAGEMENT DIVISION		3. DATE March 12, 1985	
4. SUBJECT: Long-Term Conceptual Development Plan - Sea World					
5. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DEED(S)					
1. Authorizing the City Manager to approve Sea World's Long-Term Conceptual Development Plan. 2. Certifying Environmental Impact Report EQD 84-0160.					
COUNCIL DISTRICT 6		COMMUNITY AREA: Mission Bay		CITY OF SAN DIEGO MAR 12 11 55 AM '85	
6. SUPPORTING INFORMATION: (INCLUDE ONLY INFORMATION <u>NOT</u> COVERED ON FORM 1472A, "DOCKET SUPPORTING INFORMATION". COST TO CITY: None. ACTION REQUESTED BY: Property Director. DESCRIPTIVE LOCATION: Sea World - Mission Bay Park. BASIC TERMS: DOCUMENTS SUBMITTED: Original and three copies of the development plan. RENT: None. USE: Ocean Aquarium Park. TERM: 49 years. ENVIRONMENTAL ASSESSMENT: SEE BACK: HANDLING: <u>DO NOT RECORD.</u> Deliver documents to Property Department, Attention Bill Punch, M.S. 503, for further handling.					
7. FOR INFORMATION CONTACT: (NAME & MAIL STA.) RANDOLPH: Punch 503		8. TELEPHONE NO. 6792/6985		9. CHECK IF "DOCKET SUPPORTING INFORMATION" ATTACHED ☒	
10. COMPLETE FOR ACCOUNTING PURPOSES:			11. ROUTING AND APPROVALS		
FUND/DEPT.	BUDGETED	UNBUDGETED	ROUTE (✓)	APPROVING AUTHORITY	DATE SIGNED
ORGANIZATION			✓	DEPARTMENT DIRECTOR <i>dw</i>	3
OBJECT ACCOUNT			X	CLEARING AUTH. EQD <i>mm</i>	3/12/85
JOB ORDER			X	CLEARING AUTH. PARK & REC. <i>LS</i>	3/12/85
WORK ORDER NO.			X	DEPUTY CITY MANAGER <i>SW</i>	3-12-85
C.I.P. NO.				AUDITOR	
FACILITY			✓	CITY ATTORNEY	
AMOUNT			✓	ORIGINATING DEPARTMENT	
12. ESTIMATED COST: Job: 218401 cc: County Assessor w/dwg. Docket w/dwg. <u>REDI BOOK PAGES 326 & 327</u> jas (2)			X	MGR. DOCKET CLERK	
			✓	RULES COMMITTEE	
			☐ CONSENT ☐ ADOPTION ☐ REFER TO _____ DATE _____		

Environmental Assesment: Certifying that the information contained in EQD File No. 84-0160 EIR, has been completed in compliance with CEQA of 1970 and that said (Report) or (Declaration) has been reviewed and considered by Council.

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

March 12, 1985

SUBJECT:

Long-Term Conceptual Development Plan - Sea World

BACKGROUND: (DOUBLE SPACE)

Sea World has submitted a revised long-term conceptual development plan of its ocean aquarium park for the City's approval. The plan has been reviewed and approved by staff, the Park and Recreation Board and the Planning Commission. The Planning Commission's approval is conditioned upon Sea World accomplishing certain actions as indicated on its attached report.

FISCAL IMPACT: None.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

FOWLER:Spotts:WJP *JS*

Job: 218401

SIGNATURES:

ORIGINATING DEPT. HEAD

JC Fowler

CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)



RECEIVED

MAR 14 1985

PROPERTY DEPT.

Donald J. Hall
General Manager, San Diego

March 11, 1985

WESTEC Services, Inc.
3211 Fifth Avenue
San Diego, California 92103-5765

Attention: Mr. Michael Wright, Vice President
Environmental Division

Gentlemen:

It is the opinion of our house counsel that Sea World should not accept any additional sublessors at this time.

Therefore, we find it necessary to terminate any further negotiations for the use of any Sea World facilities by your company and to request the removal of all of your equipment from the property by the end of the month, March 31, 1985. Since your company has received the use of this laboratory since late June, 1984, without compensation to Sea World, I do not feel that this is an unreasonable request. Please find enclosed a check to cover the cost of filing fees paid by your company to the City of San Diego.

I have asked Don Kent to assist your staff with the removal of WESTEC property from the Institute area. All other communications regarding this request should be directed to me.

Sincerely,

Donald J. Hall
General Manager

DJH:lam
Enclosure

cc: L. Cornell
D. Kent
P. Williams
✓ D. Randolph, City Property Department



March 1, 1985

Mr. Mike Stepner
City of San Diego
Office of Planning Department
202 "C" Street, MS 4A
San Diego, California 92101

Subject: Sea World Master Plan

Dear Mike:

Pursuant to our meeting, this date, wherein we reviewed the conditions for approval of our master plan by the Planning Commission, we are outlining, hereinafter, the agreement reached related to reviewing plans for capital improvements at Sea World.

Each year Sea World will submit a plan of our park with all proposed additions or changes shown and itemized. This plan, as in the past, is submitted separately to the Coastal Commission, the Environmental Quality Department and the City Manager for approval.

The City Manager will review the plan for lease conformance and review the plan with the Parks and Recreation Department and Deputy Director of the Planning Department for their approval. Any item which appears controversial or in need of more detailed review may be so identified.

Currently approved projects and permitting (prior to items shown on the master plan), will not be affected.

If this does not conform to your understanding of our agreement on an acceptable way to alleviate the potentially burdensome conditions of review set forth in the City Planning Commission Resolution of February 21, 1985, please let us know.

Yours truly,


Farris Wankier, A.I.A.
Vice President

cc: D. Randolph
V. Marchetti

M. Gotch
S. Williams

MAR 5 1985

3467 Kurtz Street
San Diego, California 92110-4479
(619) 224-2911

Woodward-Clyde Consultants

February 28, 1985
Project No. 54198E-0004

Sea World, Inc.
1720 South Shores Road
San Diego, California 92109

Attention: John Redlinger, A.I.A.
Director of Development

FINAL ENGINEERING OBSERVATION REPORT SEA WORLD RIPRAP SLOPE REPAIR SAN DIEGO, CALIFORNIA

Gentlemen:

In accordance with your request, we have provided engineering services in connection with the construction of the stone riprap slope repair at Sea World and the adjacent San Diego city-owned Mission Bay Park. The purpose of this report is to provide a general summary of our observations made during construction and to comment on the as-built conditions of the repaired areas. Copies of our field reports are attached for your information.

The subject project is located at the south end of Mission Bay along Perez Cove and Pacific Passage in San Diego, California. For purposes of design, the project was divided into two areas. Area "A" extends from the west end of the Atlantis Restaurant to the Perez Cove marina dock, a distance of about 1500 feet. Area "B" extends from the east end of the bridge in the lagoon area of Sea World to the bird enclosure at the northeast end of Sea World, a distance of about 1400 feet. The city-owned portion of the slope includes approximately 100 feet of slope at the west end of Area "A" and all of Area "B". The Sea World portion of the project includes Area "A", except for the first 100 feet.

A "Design Memorandum - Riprap Slope Repair" was prepared by Woodward-Clyde Consultants and was issued July 23, 1984. Plans and specifications were prepared by Woodward-Clyde Consultants and were issued September 19, 1984. The project was put out for bids on October 25, 1984 and R.E. Staite, Inc. was awarded the contract on or about November 20, 1984. Construction began about December 7, 1984 and was completed about February 8, 1985.

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities



The slope repair was done in general accordance with the plans and specifications, except as follows:

Area "A"

- ° Section 2-2 with soil backfill was extended from approximately station 220 to 300.
- ° Section 1-1 was extended from approximately station 340 to 360.
- ° Section 1-1 was deleted between approximately station 410 to 520. Additional armor stone was placed at the top and in sparse areas.
- ° Section 3-3 was extended from approximately station 750 to 775.
- ° Section 1-1 was extended from approximately station 1000 to 1045.

Area "B"

- ° Section 1-1 was deleted between approximate stations 390 to 410 and 450 to 910. Additional armor stone was placed along the top and in sparse areas.

The stone for the underlayer rock and armor rock was obtained from the Hestor's Granite Company pit located in El Cajon, California. An engineering geologist from our office inspected the pit on December 4, 1985 and obtained a sample for laboratory tests. The sample was submitted to Testing Engineers-San Diego for coarse durability index and absorption tests. The results of these tests are attached. The general quality and size of the stone was observed during the placement operations.

The filter cloth used for Sections 1-1, 2-2, and 3-3 in the repair consisted of Mirafi 700X. A copy of the fabric properties is attached.

The plan for grouting and the grout mix design for filling voids between approximate stations 170 to 220 and 340 to 410 in Area "A" was submitted to Woodward-Clyde Consultants by R.E. Staite, Inc. on January 10 and 11, 1985, respectively. Copies of the approved design are attached.

The 6-inch recirculation line and 2-1/2 inch bay water makeup line near the Atlantis restaurant in Area "A" were generally placed in an excavation along the middle-lower portion of the slope and covered with underlayer and armor rock. Clean-outs were marked for later access by Sea World personnel. The PVC irrigation line at the top of the slope along the walk was generally left in place and covered with soil and rock.

Sea World, Inc.
February 28, 1985
Project No. 54198E-0004
Page 3

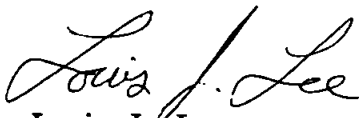
Woodward-Clyde Consultants

A final inspection and approval by Sea World of the repair work was done on February 5, 1985. The contractor generally completed his clean-up and removed all equipment from the site on or about February 8, 1985.

If you have any questions or if we can be of further service, please call at your convenience.

Very truly yours,

WOODWARD-CLYDE CONSULTANTS

A handwritten signature in cursive script, reading "Louis J. Lee". The signature is written in dark ink and is positioned above the printed name and title.

Louis J. Lee
R.C.E. 14129

LJL:tap

CITY of SAN DIEGO
MEMORANDUM

DATE: February 28, 1985

TO: Sue Williams

FROM: Diana Dugan, Deputy Director, City Planning Department

SUBJECT: CITY PLANNING COMMISSION ACTION ON SEA WORLD MASTER PLAN AND RED LION HOTEL PROJECT

The City Planning Commission held a public hearing on the Sea World Master Plan and Red Lion Hotel project at Sea World on February 21, 1985. The Commission recommended that the Master Plan and hotel be approved subject to conditions recommended by Planning Department Staff and amended by the Planning Commission. The amended conditions require Planning Commission review of a detailed landscaping plan for the parking lot and perimeter areas of the Sea World leasehold prior to issuance of building permits for future development projects on the Sea World leasehold. In addition, Planning Director approval of all future development projects is required prior to issuance of building permits. Other Planning Commission conditions relate to construction of Class I bikeway, pedestrian path system, landscaping design and planting materials, marina redesign, phased traffic circulation system revisions and design guidelines for the Red Lion Hotel. The enclosed Planning Commission Resolution No. 5460 incorporates these requirements.

Please feel free to contact Bill Levin or Angeles Leira at the Planning Department if you have any questions regarding the Sea World hearing and/or Planning Commission Resolution No. 5460.


Diana Dugan, Deputy Director
City Planning Department

AMJ:BL:sw

Attachments: Copy of City Planning Commission
Resolution No. 5460

cc: George Loveland, Director Parks & Recreation Department
Hal Sadler, Chairman of Park & Recreation Board

CITY PLANNING COMMISSION
RESOLUTION NO. 5460

CONDITIONAL APPROVAL OF SEA WORLD MASTER PLAN
AND RED LION HOTEL ON THE SEA WORLD LEASEHOLD

WHEREAS, the Planning Commission has reviewed and considered the Sea World Master Plan and plans for the Red Lion Hotel Project at Sea World; and

WHEREAS, on February 21, 1985, the Planning Commission of the City of San Diego held a public hearing and received for its consideration documentary, written and oral testimony and heard from all interested parties present at the public hearing; and

WHEREAS, the expansion program for the Sea World complex envisioned in the Sea World Master Plan provides educational and recreational benefits for residents and visitors to San Diego.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of San Diego approves the Sea World Master Plan amendment proposal, subject to conditions designed to assure consistency with the Mission Bay Master Plan and Mission Bay Coastal Access Study.

The following conditions of approval shall be assured prior to issuance of any building permits for construction of any facility within the leasehold. The Planning Director will be responsible for reviewing building plans for consistency prior to the obtaining of building permits by Sea World. Future development projects include any new buildings, outdoor exhibits, landscaping, lighting, fencing, signs, entryway redevelopment, parking lot redesign, bikeways, pedestrian paths and changes to traffic circulation systems within the Sea World leasehold. These conditions are based on the approved Mission Bay Coastal Access Study and Environmental Impact Report (EIR) No. 84-0160.

I. Bicycle Access

Sea World will construct a continuous Class I bikeway along and through the Sea World property lease which will link directly with existing or proposed bikeways to the north of Sea World along Ingraham Street and to the east of Sea World in South Shores. The bikeway will extend along Perez Cove Way from Ingraham Street to Sea World Drive and will continue from the Sea World Drive/Perez Cove Way intersection to the intersection of Sea World Drive/Sea World Way. The bikeway will be extended east from this intersection to connect with the South Shores bikeway segment. If Sea World implements changes to the vehicular access routes into the theme park which affect the bikeway, the bikeway will be reconstructed by Sea World to conform

to the revised vehicular circulation system. When Sea World completes construction of the bikeway the City will assume liability and maintenance responsibility for the facility.

II. Pedestrian Access

Sea World will provide pedestrian access to the general public through the Sea World leasehold during daylight hours. Pathways will remain open and accessible to pedestrians entering the Sea World leasehold from connecting paths in the north (from Ingraham Street and Perez Cove), the south (from Sea World Drive) and from the east (along the Bay in South Shores). In the vicinity of the proposed Red Lion Hotel and the Atlantis Restaurant the pedestrian way will be a promenade along the waters edge extending to the northwestern edge of the Atlantis Restaurant. In the vicinity of the theme park, the pedestrian way will be located adjacent to and outside the fence demarcating the perimeter of the controlled access area. The alignment of the pedestrian pathway system is shown in Figure 1 (attached). All pedestrian pathways shall be paved. The alignment of the pedestrian connection from the Atlantis through the two-acre parcel under the newly reconstructed Ingraham Street bridge will be subject to future study since the city has not yet identified the utilization of this area which is currently rented to Sea World on a monthly basis. At the time the study is completed, Sea World will be required to cooperate in the establishment of a pedestrian connection to the west under the bridge.

III. Landscaping

Sea World will submit a detailed landscaping plan and irrigation plan for the parking and perimeter areas of their leasehold for approval by the Planning Director and Planning Commission prior to obtaining any building permits.

The parking lot areas will be divided into sections containing not more than 500 parking spaces. Each section will be demarcated by landscaped buffers. The buffers are to be designed in accordance with the parking lot landscape details submitted by Sea World. No less than ten percent of the parking lot area shall be covered by landscaping as required by previous agreements on Sea World permits and as a minimum to make the development consistent with Mission Bay Design Guidelines. The entire perimeter of the Sea World parking lot will be screened. Perimeter planting will include specimen size trees (24-inch or 36-inch box).

IV. Traffic Circulation and Bicycle/Pedestrian Circulation:
The following phasing plan will be incorporated into the Master Plan.

- A. Prior to occupancy of the proposed hotel, the following improvements shall be completed and opened to traffic:
 - 1. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide), but not required prior to widening of Ingraham Street Bridge at Mission Bay Channel.
 - 2. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide).
- B. When the annual attendance at the theme park reaches 3,600,000 per year, the following improvements shall be completed:
 - 1. RELOCATE SEA WORLD WAY approximately 500 feet east along Sea World Drive and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Remove old traffic signal and install new signals to City standards. Extend Class I bikeway from present terminus to new intersection.
- C. When the annual attendance at the theme park reaches 4,000,000 per year, the following improvement shall be implemented:
 - 1. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standard.

V. Biological Resources: Prior to approval of the Marina expansion, a revised dock design as shown on EIR Figure 4-8 to mitigate eelgrass impacts shall be submitted for Planning Director and Environmental Quality Division review and shall be incorporated into the marina expansion plans.

VI. Red Lion Hotel Design:

- 1. That a promenade be developed along the waters edge to link the Perez Cove building with the northwestern edge of the Atlantis Restaurant, to insure future options to link the area to the west when a new bridge is developed along Mission Bay Drive/Ingraham Street.
- 2. That the development proposal maintain a 20% see-through with two of the guest buildings elevated and open off-the-ground to establish additional see-through opportunities.

3. That roof lines be varied to create design interest and focus, compatible with the desired high quality design on all Mission Bay leases, and the high visual exposure the hotel site has to the Park's circulation network that will make it highly visible to the visitor.
4. That materials and colors will be consistent with Mission Bay Design Principles.

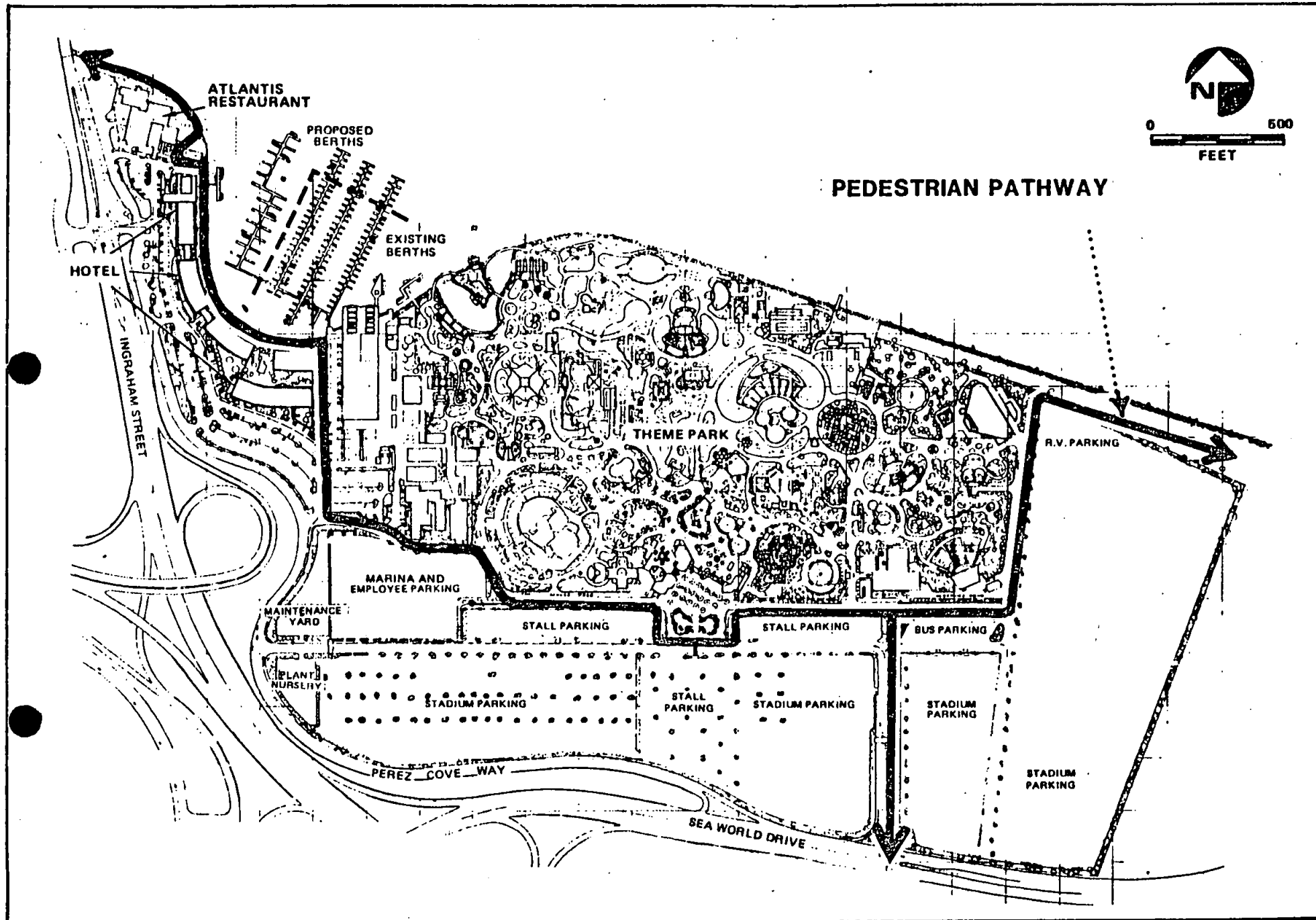
Sue Blackman

Sue Blackman, Secretary
to the Planning Commission

Bill Levin

Bill Levin, Associate
Planner

Adopted: February 21, 1985
Vote: 6-0



PROPOSED SEA WORLD MASTER PLAN

FIGURE 1

February 26, 1985

File: Leases - Sea World, Inc.

Donald J. Hall
General Manager
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Sublease Agreement with WESTEC Services, Inc.

I am returning the three copies of the letter of agreement between Sea World, Inc., and WESTEC Services, Inc., for signatures.

Please return all three copies to me after they have been signed by both parties. I will then send you the Consent to Sublease Agreement.

Please phone me at 236-6728 if you have any questions on this matter.

Gloria Cien, Property Agent
Property Management Division

GAC:sn(2)N1

Enclosures

SEA WORLD PERCENTAGE RENTS

<u>Percentage</u>	<u>Applied to all Gross Income Attributable to:</u>
2-1/2 Percent	Admission tickets.
2-1/2 Percent of first \$600,000	Food and nonalcoholic beverages.
3 Percent of all gross income over \$600,000	Food and nonalcoholic beverages.
5 Percent	All alcoholic beverages.
7 Percent	Parking lot income.
3 Percent	Boat rides, sky ride, Shamu ride, concession, and sky tower ride.
3 Percent	From sale of animal food to spectators.
5 Percent	From any game or amusement device.
2-1/2 Percent	Institutional advertising.
3 Percent	Sale of petroleum products, except diesel fuel.
1-1/2 Percent	Sale of diesel fuel.
2 Percent	Sale of boats, motors and accessories.
4 Percent	Service on boats, motors, sale of boat and motor parts, accessories and marina hardware.
7 Percent	Boat storage rental and related boating operations.
20 Percent	Boat slip rentals.
7 Percent	All other sale, service or operation.

Office of
The City Attorney
City of San Diego

MEMORANDUM

236-6220

DATE: February 25, 1985
TO: Bill Punch, Property Department
FROM: City Attorney
SUBJECT: Sea World Lease Amendment

As we discussed in our meeting on Friday the draft lease amendment (attached) needs a few minor modifications.

I understand that paragraph 2 may be amended and simplified. If not, the blanks on page 2 relating to number of pages must be filled in. Also, of course, we need a plat map showing the various parcels.

On page 3, paragraph 3, we decided to change "master plan" to "development plan" to avoid confusion with the Mission Bay Park Master Plan referred to in paragraph 4.

With regard to paragraph 4 on page 4 please see my minor changes. The last portion under paragraph 4 should contain additional language to the following effect:

"However, all offices, service facilities and laboratories and related facilities shall be utilized in the furtherance of the park and recreation activities authorized in this lease."

Since Parcel B as well as the other leased parcels is located within a dedicated public park, all activities must be consistent with such dedication.

With regard to paragraph 5, please see my notes. Also see my notes on pages 6, 7 and 10.

I am not certain as to the meaning of paragraph 12 on page 9. Perhaps if I can see a copy of the development plan, the meaning will become clear.

JOHN W. WITT, City Attorney

By


Harold O. Valderhaug, Deputy

RECEIVED
FEB 22 1985
PROPERTY. DEPT.



Farris Wankier, A.I.A.
Vice President/Development

February 21, 1985

Mr. Richard A. Burt
Gray, Cary, Ames & Frye
525 "B" Street, Suite 2100
San Diego, California 92101

Subject: Sea World Lease Amendment

Dear Dick:

We are enclosing the following material for your inclusion in the current lease amendment:

1. The revised and re-typed legal descriptions for parcels A, B and C, consisting of 13 pages and titled "Exhibit 1".
2. The delineation of the leasehold titled "Exhibit 2". I have had this reduced to both 8-1/2" x 11" (one copy enclosed), and 11" x 17" (four copies enclosed).
3. A marked up copy of page 2 of the lease amendment which changes Article I to conform to the above legal description and delineation.

These have all been proofed and checked by our engineer, Nasland.

Yours truly,

Farris Wankier, A.I.A.
Administrative Vice President

FW/lk

Copy with enclosures: P. Williams
R. Randolph

GRAY, CARY, AMES & FRYE

ATTORNEYS AT LAW

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

1700 FIRST INTERSTATE PLAZA
401 B STREET

SAN DIEGO, CALIFORNIA 92101-4219

TELEPHONE [619] 699-2700

TELECOPIER [619] 236-1048

TELEX II 910 335-1273

OTHER OFFICES
IN
LA JOLLA
EL CENTRO

WRITER'S DIRECT LINE

699-2761

RECEIVED

FEB 15 1985

February 14, 1985

PROPERTY. DEPT.

Sea World/Red Lion Hotel
Project-City Lease Amendment

Hand Delivered

Mr. William J. Punch, Property Agent
City Property Department
City of San Diego
City Operations Building
1222 First Avenue, M.S. 503
San Diego, CA 92101

Dear Bill:

Enclosed are three smooth and three marked copies of a revised draft of lease amendment in connection with the above-noted matter. The revisions were made as a result of our meeting the morning of February 1.

Please consider the following the comments:

Paragraph 2. We thought that the Perez Cove parcel (Parcel "B") and the Atlantis parcel (Parcel "C") should be reconfigured so that Parcel "C" contained all of, and only, the hotel-sublease parcel; hence the provisions at the beginning of this paragraph. Parcel "C" Property 2 would be the former permit parking for the Atlantis which would be added to the leased premises and made a part of Parcel "C", and Parcel 1 would be reconfigured old Parcel "C".

Someone is going to have to draft and draw the legal descriptions and depictions. Please let Farris know whether you want his engineers to do so. (If you don't concur in this approach, please let me know as soon as possible.)

Paragraph 3. The blank space on page 3 would be the City Clerk's Document No. assigned to the approved master plan after it is approved.

Mr. William J. Punch
February 14, 1985
Page Two

Paragraph 4. The date in the lease where the blank space on page four is is 1976. If that's still the applicable master plan, then 1976 should be inserted. If not, the applicable date should be inserted.

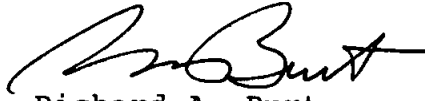
By reconfiguring Parcels "B" and "C", we are able to simplify the amendments to paragraphs B and C of Article III and refer to the hotel as being only on Parcel "C".

Paragraph 7. We will get back to you as soon as possible with the percentage rents we propose.

We would appreciate the City's early attention to this matter so that we can, if possible, be in a position to obtain City Council approval at the time the Sea World Master Plan is approved.

Thank you for your courtesy and cooperation. Don't hesitate to call me if you have any questions or comments. I look forward to hearing from you.

Sincerely yours,



Richard A. Burt

RAB:mcn/Enclosure

cc: Philip C. Williams, Esq.
Mr. Robert R. Hillebrecht
Mr. Farris Wankier
James A. McClaskey, Esq.
Mr. Frank Powell
Mr. Leon F. Willis



Environmental
Quality
Division
236-5775

RECEIVED

FEB 19 1985

PROPERTY DEPT.

Environmental Impact Report

EQD No. 84-0160
SCH No. 84030708

SUBJECT: Sea World Master Plan. COUNCIL ADOPTION of a Master Land Use Plan as a condition of a 32-acre, 50-year ground and water lease negotiated by Sea World and the City Manager. Key features include construction of a 300-room hotel and expansion of the theme park, marina and parking areas. Located between Sea World Drive and Mission Bay just east of Ingraham Street in the South Shores area of Mission Bay Park. Applicant: Sea World, Inc.

CONCLUSIONS:

Expansion of the Sea World facilities as proposed in its Master Plan would create several significant unmitigated impacts in the areas of traffic circulation (directly causing two intersections to function at an unacceptable level of service); pedestrian//bicycle circulation (no provision for non-vehicular access as recommended by relevant land use plans); urban design/visual quality (absence of plans for the aesthetic and design aspects of the park's periphery); biological resources (loss of eelgrass without compensation as required by state and Federal permitting agencies); dry boat storage (loss, without replacement, of 18 percent of the dry boat storage within Mission Bay).

These impacts remain unmitigated because of a lack of commitment to identify and accept responsibility for mitigation, as well as the lack of an implementation process which provides a mechanism to ensure construction of necessary mitigation measures concurrent with leasehold improvements.

SIGNIFICANT UNMITIGATED IMPACTS:

Traffic Circulation: The increased traffic from the expansion of Sea World would create unacceptable conditions at nearby intersections. Whereas an acceptable condition of traffic flow is considered to be level of service (LOS) C, the Sea World Drive/Sea World Way intersection would be reduced from the existing LOS D to LOS E, and the Ingraham Street/Perez Cave Way intersection would also degrade to LOS E. In addition, Sea World expansion would incrementally worsen existing congestion at the Interstate 8 off-ramp to Sports Arena Boulevard/Ingraham Street, which is currently operating at LOS F.

Bicycle/Pedestrian Circulation: A discontinuous system of bicycle/pedestrian pathways currently winds through Mission Bay Park. The Mission Bay Master Plan and Coastal Access Study stress the need to upgrade these paths and make them continuous and accessible to key portions of the Bay. The Master Plan does not provide for improvement of the system through or

along the leasehold. Not only would absence of this link be an impediment to a potentially upgraded system, but increased automobile traffic as a result of the theme park expansion would also affect safe bicycle travel along existing routes.

Urban Design/Visual Quality: The appearance of the perimeter of the facility and its large parking lot have a major effect on the design and aesthetic quality of Mission Bay. The Master Plan contains only limited and inadequate detail on proposed landscaping, signing, major entry treatments, fencing, and lighting. Without greater attention to design features as part of the Master Plan an attractive interface of Sea World with the remainder of Mission Bay Park cannot be assured.

Biological Resources: Expansion of the Sea World Marina would eliminate approximately 6,250 square feet of eelgrass. Although the loss is a minor percentage of the total eelgrass within Mission Bay, any loss is considered significant because of its limited distribution in southern California waters. Redesign of the marina plans or replacement of the eelgrass will be necessary to obtain the permits required to implement the project.

Dry Boat Storage: Implementation of the Master Plan would eliminate 150 dry boat storage spaces, 18 percent of the total within the bay. The Mission Bay Master Plan cites an existing inadequacy of spaces which would thus be exacerbated by expansion of the Sea World facilities. No mitigation has been proposed.

RECOMMENDED MITIGATION OR ALTERNATIVES FOR SIGNIFICANT UNMITIGATED IMPACTS:

In order to satisfactorily mitigate the major impacts associated with the Master Plan, it is recommended that the City Council direct, and the City Manager include as part of the lease, the following conditions as part of the Master Plan:

Traffic Circulation and Bicycle/Pedestrian Circulation: The following phasing plan should be incorporated into the Master Plan.

- I. Prior to occupancy of the proposed hotel, complete and open to traffic the following:
 - a. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide), but not required prior to widening of Ingraham Street Bridge at Mission Bay Channel.
 - b. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide).

II. To be assured (bonded for) prior to building permits issued for construction of any facility within the theme park:

- a. PROVIDE CLASS II BIKEWAY ON PEREZ COVE WAY from Ingraham Street to Sea World Drive and CLASS I BIKEWAY from Sea World Drive/Perez Cove Way intersection to the intersection of Sea World Drive/Sea World Way.

III. When the annual attendance at the theme park reaches 3,600,000 per year:

- a. RELOCATE SEA WORLD WAY approximately 500 feet east along Sea World Drive and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Remove old traffic signal and install new signals to City standards. Extends Class I bikeway from present terminus to new intersection.

IV. When the annual attendance at the theme park reaches 4,000,000 per year:

- a. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standard.

This phasing may be revised based upon the Engineering and Development Department's review of this draft EIR.

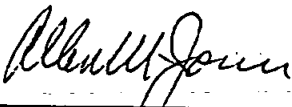
Visual Quality: Concurrent with approval of the proposed hotel, exhibits shall be submitted to the Property Department and Planning Department for approval which include: landscaping plans for the entire leasehold; a circulation diagram showing walkways, bikeways and on-site vehicular traffic; blow-ups of typical parking lot at a scale of 1" = 20' showing landscaping, pathways etc.; major site entries from significant vantage points; and design guidelines for future buildings, marina, parking lots, signage, lighting and fencing.

Biological Resources: Prior to approval of the Marina expansion, a revised dock design as shown on EIR Figure 4-8 to mitigate eelgrass impacts shall be submitted for Environmental Quality Division review and incorporated into the marina expansion plans.

No mitigation is available for the loss of dry boat storage spaces.

Unless mitigation measures are adopted, project approval will require the decisionmaker to make Findings, substantiated in the record, which state

that a) individual mitigation measures or project alternatives are infeasible, and b) the overall project is acceptable despite significant impacts because of specific overriding consideration.



Allen M. Jones, Deputy Director
City Planning Department

December 3, 1984
Date of Draft Report

February 15, 1985
Date of Final Report

Analyst: MOSLEY

PUBLIC REVIEW

The following individuals, organizations, and agencies received a copy or notice of the draft EIR and were invited to comment on its accuracy and sufficiency:

Federal Agencies

- U.S. Coast Guard
- U.S. Army Corps of Engineers
- National Marine Fisheries Service
- U.S. Fish and Wildlife Service, Laguna Niguel
- U.S. Fish and Wildlife Service, Endangered Species Office

State of California

- CALTRANS, District 11
- Department of Fish and Game, Region 5
- Solid Waste Management Board
- Regional Water Quality Control Board
- State Clearinghouse
- Coastal Commission, San Diego District
- Department of Boating and Waterways
- Air Pollution Control District, San Diego County
- San Diego Association of Governments
- City of San Diego

- Engineering and Development Department
- Property Department
- Park and Recreation Department
- Paratransit Administration

San Diego Transit Corp.

- Metropolitan Transit Development Board
- Clairemont Mesa Development Committee
- Ocean Beach Planning Board
- Mission Bay Associates
- Mission Beach Precise Planning Committee
- Pacific Beach Community Planning Committee
- Community Planning Council

Copies of the draft EIR and any technical appendices may be reviewed in the office of the Environmental Quality Division, or purchased for the cost of reproduction.

RESULTS OF PUBLIC REVIEW

- () No comments were received during the public input period.
- () Comments were received but the comments do not address the accuracy or completeness of the environmental report. No response is necessary and the letters are attached at the end of the EIR.
- (x) Comments addressing the accuracy or completeness of the EIR were received during the public input period. The letters and responses follow.

SUMMARY

PROJECT DESCRIPTION

The proposed Sea World Master Plan describes improvements to the Sea World Theme Park, Sea World Marina and Atlantis Restaurant in Mission Bay Park. The site is bordered by Sea World Drive to the south, Ingraham Street to the west and the waters of Mission Bay to the north. The main components of the plan include expansion of the theme park, marina and parking areas and the construction of a 300-room hotel. The Master Plan, scheduled for implementation upon final approval, is designed to provide a conceptualization of the next 50 years of planned improvements. Approvals necessary for this project include City Council approval, a Coastal Development Permit and an Army Corps of Engineers Section 10 Permit.

Under the proposed Master Plan the exhibit area would increase by approximately 50 percent to accommodate an additional 1.1 million visitors annually (33 percent increase). Sea World presently hosts almost 3 million visitors annually. As a first phase of Master Plan implementation, the main entrance would be relocated to the center of the south-facing park front and a new, larger Shamu Stadium would be built. Additional theme park improvements include a variety of exhibit areas and are described in Section II. A 300-room hotel would be constructed between the existing marina and Atlantis Restaurant. The restaurant would serve meals for the hotel guests. A swimming pool would also be built as an accessory use to the hotel. The wet slips at the existing Perez Cove Marina would be doubled from 200 to 400 during a later phase of the Master Plan. This expansion would be built into the new 7.2-acre water lease. The three existing docks would be lengthened and a new western dock added. The existing dry boat storage facilities for 150 boats would be replaced by management and support offices. The launch would also be removed. New parking areas would be created and existing ones altered to provide adequate parking lot area for the expansions. The newly acquired 25 acre lease to the east of the property would provide new parking area for the theme park.

ENVIRONMENTAL ANALYSIS

Traffic

The Traffic Report for the Sea World Master Plan was revised January 9, 1985, and is on file with the Environmental Quality Division of the City of San Diego. While the revised report updates the traffic section and appendix of the Final EIR, it does not reflect recent negotiations between City staff and Sea World which have been incorporated into this Summary and Responses to Comments of the Final EIR, as of February 1985.

The adequacy of parking area proposed with full buildout of Sea World's Master Plan was examined based on standard parking requirements. The Master Plan indicates a net excess of 85 parking spaces in the immediate vicinity of the hotel, restaurant and marina, including the rental parking area. No impacts to parking availability are associated with the proposed project. The planned replacement of the Ingraham Street bridges is not expected to impact or be impacted by Sea World's Master Plan.

The potential for existing or future traffic circulation impacts associated with Sea World's Master Plan was evaluated by examining peak hour traffic counts, average summer weekday traffic volumes and intersection capacity utilizations (ICU). Traffic increases were estimated based on a 33 percent increase in theme park attendance and trip generation ratios for the expanded marina, new hotel and the existing Atlantis Restaurant. The additional traffic at ultimate buildout would be sufficient to adversely affect the two principal access points: Ingraham Street/Perez Cove Way and Sea World Drive/Sea World Way. Each intersection would experience a decreased level of service (LOS) (see Appendix A for description of levels of service), representing a significant impact at ultimate buildout.

Mitigation measures are available to adequately mitigate expected traffic impacts. Sea World agreed to implement all traffic circulation improvements requested by the City to ensure adequate mitigation of significant traffic impacts. These measures are listed below.

1. Prior to occupancy of the proposed hotel, Sea World shall complete and open to traffic the following:
 - a. Improve Perez Cove Way/Ingraham Street Intersection as shown in EIR Figure 4-4 (Perez Cove Way to be 66 feet wide). (This mitigation will not be required prior to widening of the Ingraham Street Bridge at Mission Bay Channel.)
 - b. Reconstruct Driveway Access to Perez Cove Way as shown in EIR Figure 4-4 (Perez Cove Way to be 66 feet wide).
2. When the annual attendance at the theme park reaches 3,600,000 per year, Sea World shall relocate Sea World Way approximately 500 feet east along Sea World Drive and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Sea World shall also remove the old traffic signal and install new signals to City standards. This would also include the installation of sidewalks, and preservation of landscape buffers installed during earlier development phases.
3. When the annual attendance at the theme park reaches 4,000,000 per year, Sea World shall improve Sea World Drive along the leasehold frontage to half width of a six-lane primary arterial standard.
4. Sea World agrees to continue participation in the transit system.

A discontinuous system of bicycle/pedestrian pathways currently wind through Mission Bay Park. The Mission Bay Master Plan and Coastal Access Study stress the need to upgrade these paths and make them continuous and accessible to key portions of the Bay. A pedestrian pathway currently crossing the Sea World lease would be retained and upgraded under the proposed Master Plan. However, to make the pedestrian pathway continuous, mitigation measures are proposed. A northwest-bound Class III bicycle route follows Perez Cove Way around the Sea World lease and would be impacted by increased traffic associated with Master Plan expansion. Because the Master Plan does

not propose to upgrade the bikeway or add a southeast-bound link, a significant unmitigated impact would occur. Partial mitigation has been agreed to by Sea World, as described below.

Sea World has recently updated their Master Plan with an overlay on file with the City Planning Department. A pedestrian pathway link is shown between South Shores and Sea World which follows the shoreline and perimeter of the exhibit area. Continuous access would thus be provided between South Shores and points west. While the overlay shows the pedestrian pathway linking the eastern and western perimeters of Sea World, it omits the pathway to Sea World Drive from the exhibit area, which is part of the original Master Plan (see Figure 4-6). Sea World Way would be relocated 500 feet to the east according to the overlay, yet no walkway is shown adjacent to Sea World Way. The original concept of providing pedestrian access to Sea World Drive must be retained with the new location of Sea World Way in order to avoid significant unmitigated impacts to pedestrian circulation.

The overlay also shows a bikeway on Perez Cove Way. The northwest-bound lane currently exists, however, the southeast-bound lane is a new addition. This new lane is shown crossing Perez Cove Way just before the forced right U-turn, at which point the bikeway becomes a Class I bike path up to the intersection of Sea World Way and Sea World Drive. At this intersection, the bike path terminates, showing no connection to South Shores. Sea World will grant an easement to the City for construction of a Class I bike path from the intersection to 600 feet west of the existing signal. Sea World will extend this easement to the future intersection located 500 feet further east with the relocation of their main entrance. Because Sea World has not committed to constructing a continuous bikeway linking the adjacent existing and proposed segments of the area-wide bike circulation system, a significant unmitigated impact will be incurred. The easement proposed by Sea World partially mitigates this impact.

Aquatic Biology/Water Quality

Perez Cove, a shallow, north-facing inlet in southern Mission Bay, is currently occupied by 200 wet berths and a fuel dock known as Sea World Marina. Biological resources in the cove include a variety of fish, invertebrates and vegetation, including a small patch of giant kelp and 1.9 acres of eelgrass. For the most part the eelgrass grows in a continuous bed in the shallow shore waters, although some patches grow in-between the docks. The proposed Master Plan would impact eelgrass by shading the plant, thereby eliminating conditions necessary for its growth. While the affected area would be a minor percentage of the total Mission Bay eelgrass, due to its limited regional distribution, any loss is considered significant.

The impact can be completely mitigated by redesign of the docks shading the eelgrass, as shown in Figure 4-8. No impacts to water quality would be associated with Master Plan approval.

Terrestrial Biology

The only undeveloped area is east of the main entrance off of Sea World Drive and the newly acquired 25-acre lease area east of the existing theme park. Vegetation in this area is reduced and highly disturbed in character. Dominant plants include chaparral broom, pampas grass, coastal isocoma and sea fig. Enough water accumulates in limited areas to support some salt marsh plant species. The principal wildlife component on the site is expected to be birds. While a variety of raptors are expected to hunt over the property, none are expected to nest onsite due to the lack of herbaceous cover. Nuttalls' lotus, a plant species rare in California but commonly found elsewhere, could be expected onsite, although it was not observed. A number of sensitive bird species that could utilize the area are discussed in the existing conditions section. The California Least Tern, a federally and state listed endangered species, has not been reported to nest in the new lease area but could use the area for resting. The proposed development would reduce available wildlife habitat in the area, including potential nesting habitats, raptor hunting area and marshy habitats. The loss of these habitats is not considered significant. The marina

area is not a preferred foraging habitat for Least Terns, and no adverse impacts would occur due to the proposed marina expansion. Project development would not impact Least Tern nesting habitats.

Visual/Landscaping

Sea World's landscaping plan is designed to be attractive and visually appealing since the appearance of the theme park, restaurant, and nearby areas is integral to the visitor-oriented nature of Sea World. Within the parking lots, landscaping occurs intermittently. Along the perimeter of the parking lots a vegetative mix of plants is designed to screen views into the property. While many of the trees and shrubs have not reached maturity and therefore do not yet afford a visual barrier, these plantings can be expected to block future visual access. Surrounding the Atlantis are a wide variety of plant species. Realignment of the Ingraham Street Bridge will partially remove the landscaping barrier adjacent to the Atlantis parking lot. Landscaping concepts would continue unchanged under the proposed Master Plan, including plantings around and within the theme park itself. While offsite views into the parking lots would not be prohibited due to the immaturity of the plantings, in the long term perimeter landscaping is expected to prevent visual access and mitigate the potential impacts associated with visual access to insignificance.

Sea World has submitted to the Planning Department an overlay to the Master Plan dated January 31, 1985. On this overlay, a "Landscaped Plaza" is shown extending south from the main entrance to approximately 100 feet from the southern property boundary. The Plaza would be approximately 40 feet wide and would be planted according to the latest landscaped drawings (revised January 18, 1985) recently submitted to the Planning Department. Sea World has indicated that additional Plazas would be developed throughout the parking lot. The applicant will incorporate low water use, salt tolerant material in accordance with the vegetation species list provided in the Findings. Due to the intrusion of salts from dredged bay deposits and groundwater in much of the area, the viability of parking lot landscaping varies throughout the leasehold. Therefore, Sea World has not committed to planting 10 percent of the

parking lots with landscape coverage. However, as required by previous agreements on Sea World permits, landscaping should cover a minimum of 10 percent of the parking lots as a minimum to ensure compliance with the Mission Bay Park Design principles. This lack of commitment represents an impact to urban design and visual quality, which is only partially mitigated by Sea World's landscape plans.

Several outstanding issues remain regarding the landscaping design. The plans show Coyote Bush planted as ground cover, except on the bermed planter (see Landscape Plan - Internal Parking Lot Screen) where English Ivy is shown. A ground cover other than English Ivy is recommended in order to conserve water and provide greater compatibility with the New Zealand Christmas Tree. Perimeter trees, designed to provide a visual screen between Sea World and adjacent properties, should be planted as specimen-size trees (e.g., 24-inch or 36-inch box) rather than the 15 gallon size shown on Figure 4-10. Additionally, the plans should specify the species that would be used for landscape screen planting (Figures 4-9 and 4-10), since eucalyptus and acacia are common names referring to literally hundreds of varieties.

Regarding the lighting, fencing and signage, no change or addition to the existing signage is proposed or contemplated as related to the exterior of the theme park. Since the signs have not yet been designed for the new entrance to the theme park or the Red Lion Hotel, and the Atlantis Restaurant sign may be replaced, these signs, as well as all lighting and fencing, are subject to the Mission Bay Park Design Principles (MBPDP) and Planning Department approval. The designs for the Red Lion Hotel have been approved conceptually only and, therefore, are subject to further review, including the MBPDP and City Planning Commission Resolution No. 3052.

Geology

The proposed Master Plan includes provision of a parking lot partially covering the Mission Bay Landfill. The lot would be located on the new 25-acre lease acquisition in the eastern portion of the property. Due to the nature of the landfill, several concerns with potential for impacts are addressed. Methane

gas being generated by the landfill poses potential hazards if the landfill site is covered with impervious materials. Under such conditions a combustible condition may be created given the fact that methane is highly explosive. Decomposed granite, a relatively permeable covering, is currently proposed for the parking lot surface material. Additional studies regarding the landfill and proposed surface materials should be completed prior to construction over the landfill area and all recommendations followed to assure that potential impacts are mitigated to insignificance. Differential settling of the parking lot may occur as the landfill decomposes at different rates. However, this settling would be gradual and the only possible constraint to use of the parking lot could be a need for increased parking lot maintenance. There is a potential for exposure to toxic materials should the landfill be exposed or penetrated during grading or landscaping. To avoid or mitigate any possible impacts, detailed studies should be conducted at the time of grading or construction as a condition of the Master Plan. Specific issues to be addressed are listed in Section IV-E.

Dry Boat Storage

Within Mission Bay Park there are currently approximately 843 dry boat storage spaces. The Mission Bay Master Plan cites an inadequacy of dry boat storage spaces. While documentation of this shortage is scarce, the high summer occupancy rate of existing dry boat storage facilities indicates the demand exceeds the supply during the summer. Under the proposed Master Plan, Sea World's 150 dry boat storage spaces would be converted to office and support facilities for the Sea World Theme Park and hotel. The lower winter occupancy rate at the remaining Mission Bay Park facilities could provide space for all but 25 of the displaced Sea World boats. No such space is available during the summer in Mission Bay Park. While there may be space available outside of Mission Bay Park for these displaced dry boat storage customers, within Mission Bay the loss of Sea World's facilities represents an 18 percent decrease in dry boat storage area. On a cumulative basis this decrease represents a significant impact.

No mitigation measure is available to Sea World to mitigate the impact to Mission Bay dry boat storage facilities other than the alternative of providing dry boat storage in its present form, as described in Section V on Alternatives.

Air Quality

Air quality in the South Shores area of Mission Bay Park experiences seasonal variability. In the fall and winter more stable meteorological conditions reduce the dispersion of atmospheric pollutants. In the spring and fall occasional surface inversions known as Santa Ana wind conditions contribute to high pollutant concentrations. Within the Sea World site approximately 70 acres of parking area serve the various facilities. Queues within these parking lots form infrequently and are relatively short, resulting in relatively no degradation to air quality. Using worst case parameters, carbon monoxide levels were estimated based on an ultimate attendance of 4 million visitors to the site. The worst case scenario represented only 10 percent of the Air Resources Board 1 hour standard. No impact to air quality is expected from the increased attendance.

RESPONSES TO PUBLIC COMMENTS
SEA WORLD MASTER PLAN

Section 15132 of the State CEQA Guidelines requires that the lead agency respond to letters of comment received as a result of public review of a Draft EIR. The City of San Diego received seven letters of comments which required responses, and these are reproduced verbatim with responses directly following them. The letters of comment and responses and the findings and statement of overriding considerations, in conjunction with the EIR text, comprise the Final EIR for the Sea World Master Plan project.

COMMENTS

CITY OF SAN DIEGO
MEMORANDUM

NO. : 330.8
DATE : January 18, 1985
TO : Allen Jones, Deputy Director, Planning Department
FROM : Deputy Director, Transportation & Traffic Engineering
SUBJECT : Sea World Master Development Plan, E.Q.D. #84-0160

RECEIVED
JAN 23 1985
ENVIRONMENTAL QUALITY
DIVISION

The purpose of this memo is to respond to the Draft EIR dated December 3, 1984, regarding the Sea World Master Plan. The review of the EIR has resulted in the following comments:

- ① 1. On page 2-5, Figure 2-4, the proposed master plan graphic incorrectly shows driveway configuration on Perez Cove Way near the Ingraham Street intersection. It will also be necessary to further revise this graphic to show other required mitigation as specified later in this memo.
- ② 2. On page 4-3, level of service at Sea World Drive and both I-5 ramp intersections should address the affects of limited storage on the capacity of these intersections. The required storage length for the dual left-turning lanes and the free right-turning lanes should be specified and compared to the existing conditions.
- ③ 3. On page 4-9, it is stated that vehicle parking is permitted in a Class II bike lane. This is incorrect.
- ④ 4. On page 4-11, a trip generation rate for Marina berths is shown as 3.5 trips per berth per day. The City of San Diego's recommended weekday trip generation rates, as published on April 6, 1984, recommends a rate of four trips per berth. The four trips per berth rate should be used unless sufficient documentation can be provided to justify use of other rates.
- ⑤ 5. On page 4-11, the p.m. peak hour to ADT ratio for vehicles coming from the theme park is not shown. By calculation, it was determined that a 6% peak hour to ADT ratio was assumed. Based on a summer weekday counts taken on Sea World Way by the City during July 1982, July 1981, May 1979, and July 1975, a 10% p.m. peak hour to ADT ratio was found. Please correct your computations to indicate a 10% peak hour to ADT ratio.
- ⑥ 6. On page 4-13, it is stated that when theme park attendance reaches 4,000,000, 7,500 additional trips will be generated from the theme park. This is incorrect, only 3,750 additional trips will be generated from the theme park expansion. (The theme park does not include the proposed hotel or marina.)

RESPONSES

1. A caveat has been added to Figure 2-4, stating that additional developments associated with the Master Plan are on file with the Planning Department. Figure 4-4, available in the EIR and on file with the Planning Department, shows detail of the Perez Cove Way/Ingraham Street intersection. The Master Plan graphic originally submitted to the City and reproduced on Figure 2-4 should not be considered final or complete, as it has been subject to extensive revision.
2. It is acknowledged that the limited storage capacity at these intersections does adversely affect the level of service at these locations. However, the Sea World Master Plan expansion will only have an incremental effect on these intersections, and no mitigation is required for limited storage capacity.
3. Vehicle parking is allowed adjacent to a Class II bike lane. The text has been revised to reflect this distinction.
4. The trip generation rate of 3.5 trips per berth has been approved by Allen Holden, Senior Traffic Engineer at the City of San Diego, as shown in Exhibit 19 in the DEIR Traffic Appendix.
5. City staff reported that their summer weekday counts revealed 9 percent to 10 percent of the daily Sea World Way traffic was traveling in and out of the project site between 4:30 and 5:40 p.m. The summer weekday volume shown on Figure 6 of the revised Traffic Study has been increased to reflect these counts. The 4:30 to 5:30 p.m. average summer weekday counts now show 675 out and 65 in, rather than 514 out and 51 in. The Traffic Study was revised January 9, 1985, and is on file with the Environmental Quality Division of the City of San Diego.
6. The revised Traffic Study has incorporated this correction as follows: "Since it has been shown that the theme park expansion will add 3750 ADT at the ultimate 4,000,000 attendance and the marina expansion 700 ADT, these two uses will add 4450 ADT total."

8. Sea World has agreed to relocate Sea World Way 500 feet to the east as shown on the overlay on file with the Planning Department. While the overlay shows no implementation schedule, Sea World has committed to implement the improvement when the annual attendance reaches 3,600,000 per year, evidenced in Sea World's 1/30/85 letter provided in the Findings. In the same letter, Sea World also agreed to signalization of the intersection.

9. A commitment to improve Sea World Drive to half-width of a 6-lane primary arterial standard, when the annual attendance reaches 4 million, was made both on the overlay on file with the Planning Department and in Sea World's January 30 letter.

10. The Master Plan proposes to increase the theme park area by 50 percent. The attendance increase associated with this expansion would be only 33 percent, thereby requiring only a 33 percent increase in parking spaces. The number of required spaces associated with a 33 percent increase in attendance (7085) would be exceeded by 375 spaces, for a total of 7460 parking spaces to be provided by Sea World.

11. A recommended design of the bicycle facility was incorporated into the EIR (see page 4-32). Further development of the design is outside of the scope of the EIR. Sea World will dedicate an easement but will not construct the facility. This significant impact remains only partially mitigated.

- 12. The revised Traffic Study incorporates additional graphics and tables.**

- Y. [redacted] dre: [redacted] king [redacted] mpa [redacted] e ld [redacted] wi [redacted] ssur [redacted]

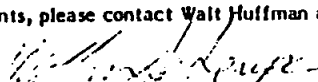
Page 3

Sea World Master Development Plan, E.Q.D. #84-0160

13. On page 4-3, it is estimated that the 1983 ADT from Sea World was 22,500. It appears that the proper figure is 11,250.
14. During review of Appendix A, a number of inconsistencies in the calculations were found. In general they included a difference in volumes shown on pages A-2 through A-10 and those used in the ICU analysis.

Please note that these comments were originally contained in either our October 30, 1984 memo commenting on the preliminary DEIR or our November 28, 1984 memo commenting on the revised Traffic Study. Our suggested mitigation phasing attached to our November 28, 1984 memo, and included in the conclusions for this EIR, is still appropriate for use.

If you have any questions on our comments, please contact Walt Huffman at x7882.


William Schempers, Jr.

WS:JL:tg

cc: Sue Williams
Scott Monte
Allen Holden, Jr.
Tom Elder
Jim McLaughlin
Westec
Jim Federhart
Property Department
Park & Recreation

13. This correction has been made on page 14 in the revised Traffic Study, and carried through to the calculations.
14. An entirely new Appendix has been added to the revised Traffic Study. These changes are reflected throughout the study, including the traffic turning movement counts shown on Figures 2 through 12.
15. The basis for revising the Traffic Study were the comments contained in the Transportation and Traffic Engineering Department's letters of October 30, 1984 and November 28, 1984.

Memorandum

To : State Clearinghouse
Office of Planning and Research
Attention Mark Boshme

Date: January 14, 1985

File : 11-SO-005

RECEIVED
JAN 18 1985

OFFICE OF PLANNING
& RESEARCH

From : DEPARTMENT OF TRANSPORTATION
District 11

Subject: Sea World Master Plan, SCH#B4C30705

Caltrans District 11 comment on the draft EIR is as follows:

- ⑬ Projected average summer weekday peak-hour traffic impacts are analyzed on page 4-14. Caltrans District 11, however, is also concerned with possible summer weekend traffic impacts, especially peak-hour traffic impacts to the interchanges for Interstate 5 at Sea World Drive and Interstate 8 at West Mission Bay Drive.

Our contact person for traffic information is Kurth Barnes, District Project Studies Engineer, (615)237-6952.

James T. Cheshire
for James T. Cheshire, Chief
Environmental Planning Branch

MO:jc

16. A separate analysis of weekend traffic was not completed. It is acknowledged that Sea World will contribute to weekend congestion in the area. However, weekend interchange peak hour volumes are significantly less than weekday peak hour counts (Caltrans data). Therefore, the EIR evaluates the "worst case" condition. The traffic mitigation measures discussed in the EIR, coupled with less distinct weekend peak conditions, would be effective at reducing potential impacts.

Memorandum

To : 1. Projects Coordinator
Resources Agency

2. City of San Diego
Planning Department
Environmental Quality Division
202 "C" Street, M.S. 5A
San Diego, CA 92101

From : Department of Fish and Game

Date : January 15, 1985

Subject: Sea World Master Plan, San Diego County - SCH 84030708

We have reviewed the EIR for Sea World Master Plan, a Master Plan for the Sea World Aquatic Theme Park on 149 acres of land and 16.8 acres of water leased within a City park. We submit the following comments for your consideration:

- (17) 1. Areas within the new lease area east of the main entrance and areas adjacent to Sea World support salt marsh vegetation. We classify these areas as seasonally inundated wetlands. The document states that development of the new lease area will eliminate the small extent of coastal salt marsh present onsite. The document further states that the marsh areas onsite do not warrant preservation because of adjacent development; because they are disjointed from one another; and because they are expected to support limited wildlife use (Page 4-45). As we stated in our letter of February 15, 1983 to the City regarding the Mission Bay South Shores Master Plan Draft EIR (SCH 82012705), we consider seasonally inundated wetland areas to be "environmentally sensitive" pursuant to Coastal Act Section 30107.5. Wetlands are protected from fill deposition by the Coastal Act except under extenuating circumstances. If the Coastal Commission determines that fill deposition within these seasonally inundated wetlands is appropriate, then it appears that there are several areas in Mission Bay in which to compensate for this loss.
- (18) 2. The proposed additional docks would eliminate approximately 6,250 square feet (0.14 acres) of an existing eelgrass bed. The applicant has recommended (Page 3, Biological Resources) that prior to approval of the marina expansion a revised dock design as depicted on EIR Figure 4-8 shall be incorporated into the marina expansion plan. This revised dock design will significantly reduce impacts to the existing eelgrass bed. However, there will still remain a loss of eelgrass. This loss could be reduced further or eliminated by deletion of the southwestern dock. Therefore, we recommend that the proposed marina incorporate the dock design depicted on EIR Figure 4-8, and that the southwestern dock (depicted on Figure 4-8) be deleted from the project design.

17. The City of San Diego Planning Department is in the process of developing a comprehensive mitigation plan for the entire Mission Bay area. Should the City consider this small extent of coastal salt marsh a biological resource, then the City will include the area in the comprehensive mitigation plan.
18. The recommended dock design shown in Figure 4-8 is subject to further review by the San Diego Planning Department and the regulatory agencies having jurisdictional authority. While this proposed design mitigates the significant impact to eelgrass, deletion of the single southwestern-most dock (extending westward) would provide additional mitigation which the agencies may require during future review of the design.

-2-

Thank you for the opportunity to review and comment on this project. If you have any questions, please contact Fred A. Worthley Jr., Regional Manager of Region 5, at 245 W. Broadway, Suite 350, Long Beach, CA 90802; telephone number (213) 590-5113.

Pete Bontrotto
for Jack C. Parnell
Director



United States Department of the Interior

FISH AND WILDLIFE SERVICE

LAGUNA NIGUEL FIELD OFFICE
24000 Avila Road
Laguna Niguel, California 92677

15 January 1985

Environmental Quality Division
City of San Diego
202 "C" Street
San Diego, CA 92101

Re: DEIR 84-160, Sea World Master Plan

Dear Sir:

19. The Fish and Wildlife Service has reviewed the referenced document provided under your transmittal letter dated 4 December 1984. The document adequately addresses issues of concern to us and we have no comment. In addition, we support the City's recommendation that the proposed dock configuration be revised as indicated on Figure 4-8, page 4-39, in order to avoid significant impacts to the existing eelgrass beds. Feel free to contact Mr. Jack Fancher or me at (714) 643-4270, should the need arise.

19. Comment acknowledged, no response necessary. The proposed recommendation will be implemented as indicated in Figure 4-8, page 4-40, of the EIR.

Sincerely yours,

Nancy M. Kaufman
Field Supervisor

cc: CDFG, MRR, Long Beach
NMFS, Terminal Island
CE, Reg Br, Los Angeles

Memorandum

To : (1) Dr. Gordon F. Snow
The Resources

(2) The City of San Diego
202 "C" Street
San Diego, California 92101

Date : JAN 07 1965

Subject: SCH #84030708: Sea
World Master Plan

From : Department of Boating and Waterways

The Department of Boating and Waterways (Cal Boating) has reviewed subject Draft Environmental Impact Report (DEIR) for Sea World Master Plan which includes a 300-room hotel, addition of 200 berths to an existing marina, and expansion of existing Sea World Park. We would like to offer the following comment:

20. If boating regulations are proposed (see page 2-12 of DEIR top portion), they must be prepared and submitted to our Department for review at least 30 days before enactment thereof, in accordance with Sections 660 and 662 of the Harbors and Navigation Code (copy enclosed).

20. Regulations associated with the expansion of the "No Wake" zone near the mouth of the cove will be submitted to the Department of Boating and Waterways for their review, when these regulations are established.

Thank you for the opportunity to review this document.

WILLIAM H. IVERS
Director

Enclosure

HARBORS AND NAVIGATION CODE

Sections 660 and 662.

660. Application of chapter to all waters; local boating regulations. (a) The provisions of this chapter, and of other applicable laws of this state, shall govern the use, equipment, and all other matters relating thereto whenever any boat or vessel shall be used on the waters of this state, or when any activity regulated by this chapter shall take place thereon. Nothing in this chapter shall be construed to prevent the adoption of any ordinance, law, regulation or rule relating to vessels by any entity otherwise authorized by law to adopt such measures, including but not limited to any city, county, city and county, port authority, district or state agency; provided, however, that such measures relating to boats or vessels shall pertain only to time-of-day restrictions, speed zones, special-use areas, and sanitation and pollution control, the provisions of which are not in conflict with the provisions of this chapter or the regulations adopted by the department. Such measures shall be submitted to the department prior to adoption and at least 30 days prior to the effective date thereof.

(b) The department is authorized to make special rules and regulations with reference to the use of any boats or vessels on any body of water within the territorial limits of two or more cities, counties, cities and counties or other political subdivisions where no special rules or regulations exist or when required to establish uniformity in such special rules or regulations as the department may determine (1) are not uniform under local laws and (2) as to which uniformity is practicable and necessary.

(c) Any entity, including but not limited to any city, county, city and county, port authority, district or state agency, otherwise authorized by law to adopt measures governing the use and equipment, and matters relating thereto, of boats or vessels, may adopt emergency rules and regulations which are not in conflict with the general laws of the state relating to boats and vessels using any waters within the jurisdiction of the entity if such rules and regulations are required to insure the safety of persons and property, because of disaster or other public calamity. Such emergency rules and regulations shall become effective immediately upon adoption and may remain in effect for not to exceed 60 days thereafter. Upon submission of such emergency rules and regulations to the department, the department may authorize the entity to make the emergency rules and regulations effective for such period of time greater than 60 days as is necessary in view of the disaster or circumstances.

662. Filing of local boating regulations. A copy of the ordinances or local laws adopted pursuant to this chapter, and of any amendments thereto, shall be filed in the office of the department.



Metropolitan Transit Development Board
620 "C" Street, Suite 400, San Diego, California 92101-5315 (619) 231-1444

January 10, 1985

G-E 4

Ms. Ellen Mosley
Environmental Quality Division
City of San Diego
202 C Street
San Diego, CA 92101

Dear Ms. Mosley:

21. SUBJECT: SEA WORLD MASTER PLAN - COMMENTS ON DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR) (EQD NO. 84-0161)

Thank you for the opportunity to comment on the above-referenced DEIR.

The DEIR states that the proposed project would have significant unmitigated adverse traffic/circulation impacts. Transit improvements can help mitigate such impacts. The report states that Sea World will work with San Diego Transit staff to provide barrier-free transit access. It also states that Sea World management will cooperate to support the future implementation of a shuttle tramway system. These are positive steps toward implementation of transit mitigations. However, the Master Plan contains no commitment to specific transit improvements which could be phased with project construction to help mitigate traffic impacts.

We suggest that consideration be given to including specific transit improvements in the Master Plan, and as part of the lease to be executed between Sea World and the City. Such improvements could include provision by Sea World of bus shelters, concrete pads, and other amenities at all bus stops which serve Sea World (as well as barrier-free design referred to in the DEIR).

Another transit improvement could be the irrevocable dedication by Sea World of parking spaces near the Sea World Drive/Sea World Way bus stop for Park-and-Ride (PNR) use by patrons of the various transit routes in the area. Primary use of the PNR lot would be for San Diego Transit's Sun Runner route, this would encourage use of transit to reach Mission Bay Park and Mission Bay destinations. The PNR lot could also be used by patrons of San Diego Transit Routes 9 and 80, which connect the Mission Bay area with other regional destinations. Use of such a facility could help contribute to a lessening of traffic congestion in the vicinity of Sea World.

21. As described in the revised summary, Sea World has agreed to mitigation of all traffic circulation impacts, outside of bicycle circulation. While this commitment precludes the need for further transit improvements, Sea World will continue its participation in the transit system and provide barrier-free designated bus stop shelters, concrete pads, and other bus stop amenities.

Please feel free to contact me if you have any questions concerning these comments.

Sincerely,



Helene B. Kornblatt
Senior Environmental/Transportation Planner

HBK:dkd

cc: Tim Price, San Diego Transit

CITY OF SAN DIEGO
MEMORANDUM

RECEIVED
DEC 21 1984

ENVIRONMENTAL QUALITY
DIVISION

FILE NO.:

DATE : December 18, 1984

TO : Environmental Quality Division Deputy Director

FROM : Park Development and Open Space Division Dep. Director via Park & Recreation Director

SUBJECT: Sea World Master Plan, EIR No. 84-0160

22 The mitigation paragraph on page 4-66 of the EIR states that the City can mitigate the impact created by Sea World's deletion of the 130 dry boat storage spaces by amending the lease with the San Diego Mission Bay Boat and Ski Club. The Club would then offer dry boat storage to the public as well as its members. That proposal is possible but is not likely to occur.

If the use of a portion of the South Shores area was designated for dry boat storage, then the recipient of a lease for that commercial operation would be selected by the request for proposal process. The use of the South Shores Area for commercial dry boat storage was proposed and rejected during the development of the South Shores Master Plan.

Robert Smith
Robert Smith

EP:lj1

23. The EIR acknowledges on page 8-3 that no feasible mitigation is available for the loss of dry boat storage spaces. Although potential mitigations were discussed in the EIR, they were included for informational purposes and are not regarded as measures available to Sea World.

**SEA WORLD MASTER PLAN
ENVIRONMENTAL IMPACT REPORT
EQD No. 84-0160
SCH #84030708**

Prepared for:

**Sea World, Inc.
1720 South Shores Road
San Diego, California 92109**

Prepared by:

**WESTEC Services, Inc.
3211 Fifth Avenue
San Diego, California 92103
Project No. 35021001**

**Draft EIR - November 1984
Final EIR - February 1985**

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APPENDIX

<u>Letter</u>	<u>Title</u>	<u>Page</u>
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I. INTRODUCTION

Sea World, Inc. is proposing a Master Development Plan for approval by the City Council of San Diego. There are four main components of the project: expansion of the exhibit, marina and parking areas and construction of a hotel with approximately 300 rooms. City Council approval, the discretionary action necessary for project adoption, is required as a condition of a 32-acre, 50-year ground and water lease negotiated by Sea World and the City Manager. Also necessary for project implementation is a Coastal Development Permit, issued by the California Coastal Commission, and an Army Corps of Engineers Section 10 Permit.

A hotel once proposed to be located on the current hotel site, the Red Lion Inn, has been the subject of previous environmental review (EQD No. 81-01-08). A Draft Conditional Negative Declaration was prepared (April 30, 1981) based on incorporating mitigation measures for traffic, air quality and coastal access, however, Sea World withdrew the project application prior to finalizing the Conditional Negative Declaration. The currently proposed hotel would be a resubmittal of the original concept with minor upgrading; this environmental analysis is independent of any previous environmental review of the Red Lion Inn.

This Environmental Impact Report has been prepared for the City Council action on the Master Plan, in accordance with the guidelines adopted by the City of San Diego Environmental Quality Division (EQD) and complies with all criteria, standards and procedures of the California Environmental Quality Act (PRC 21000 et seq.) and the State CEQA Guidelines (Administrative Code 15000 et seq.). This EIR is focused on issues which were determined by the City to be potentially significant based on an Initial Study. All other impacts were found not to be significant, and no further assessment of those impacts is required. A Notice of Preparation was circulated for this project (February 28, 1984), and nine responses were received. Issues raised in these letters have been addressed in the EIR. The Initial Study, technical data and other supporting materials discussed in this report are on file in the Environmental Quality Division (EQD No. 84-0160).

II. PROJECT DESCRIPTION

A. LOCATION

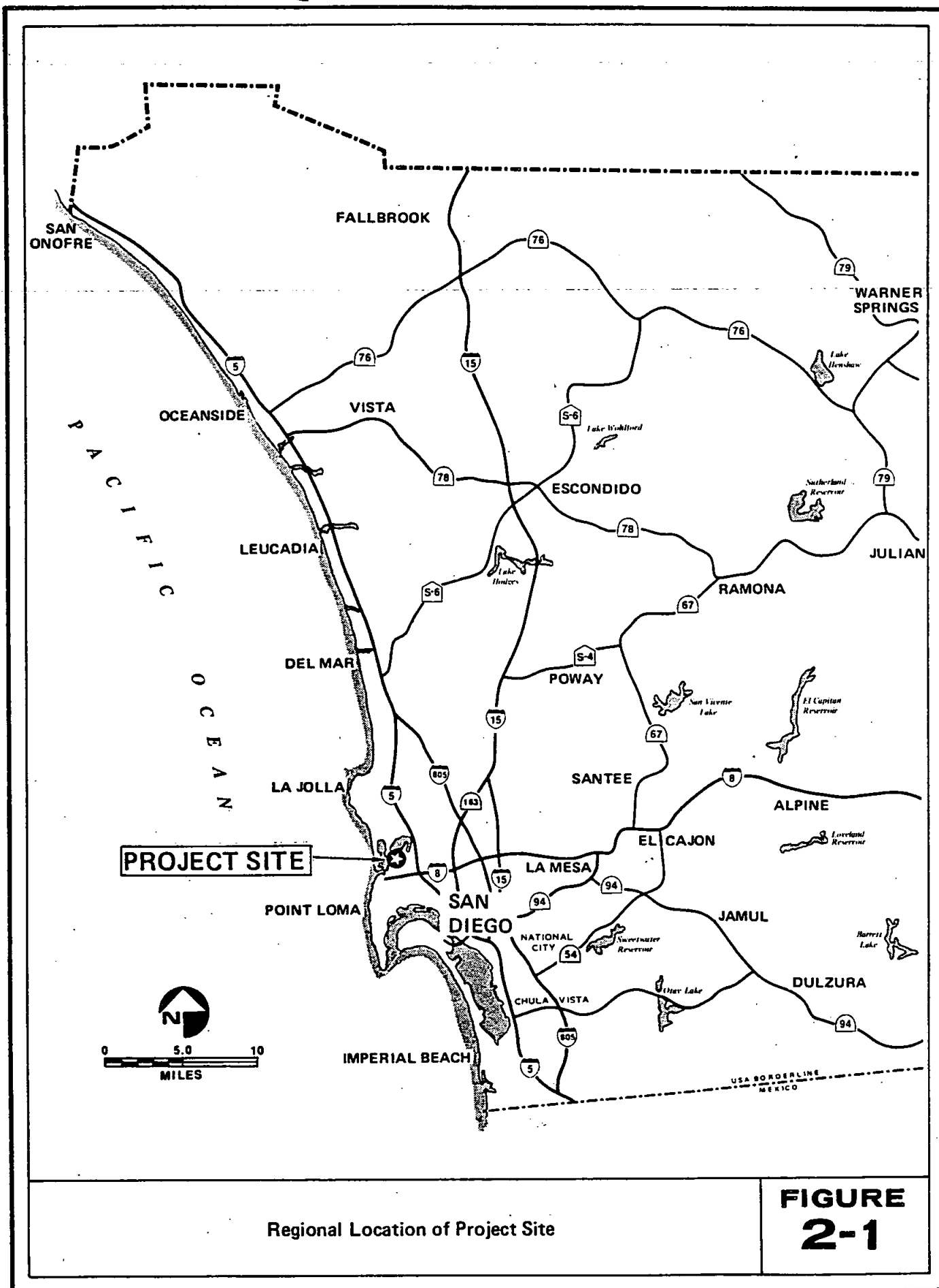
Sea World is located on the south shores of Mission Bay in San Diego. Figure 2-1 shows the regional location of the project site. The property is bordered by Sea World Drive to the south, Ingraham Street to the west, and the waters of Mission Bay to the north. To the east of Sea World is an undeveloped area known as South Shores, planned for development of parkland, a launching basin, hotel and related services. To the west the Ingraham Street Bridge crosses over to Vacation Isle. Land uses west of the bridge include a marina facility, hotel and parkland.

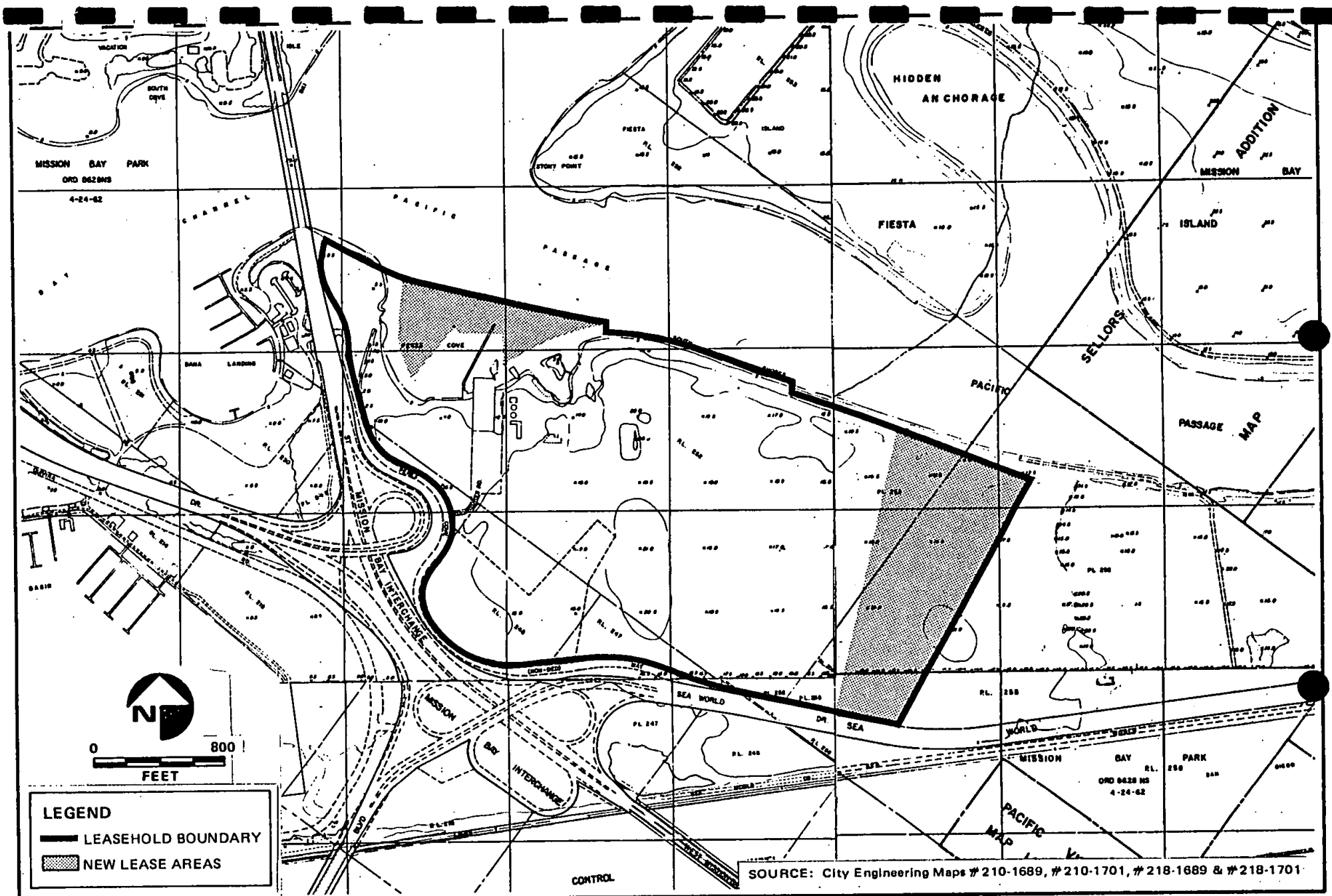
B. PROJECT CHARACTERISTICS

Sea World's leasehold is shown on Figure 2-2, including the recently acquired leases of 25 acres of land and 7.2 acres of water. The existing site plan amounting to 123.5 acres of land and 9.8 acres of water, is shown on Figure 2-3. The Master Plan proposes expansion of the theme park, marina and parking areas and the addition of a 300 room hotel, as shown on Figure 2-4. Additional project developments have recently been incorporated into the Master Plan as a result of discussions between Sea World and the City of San Diego. These additions have been incorporated into the Summary of this document and are on file with the City Planning Department.

Theme Park

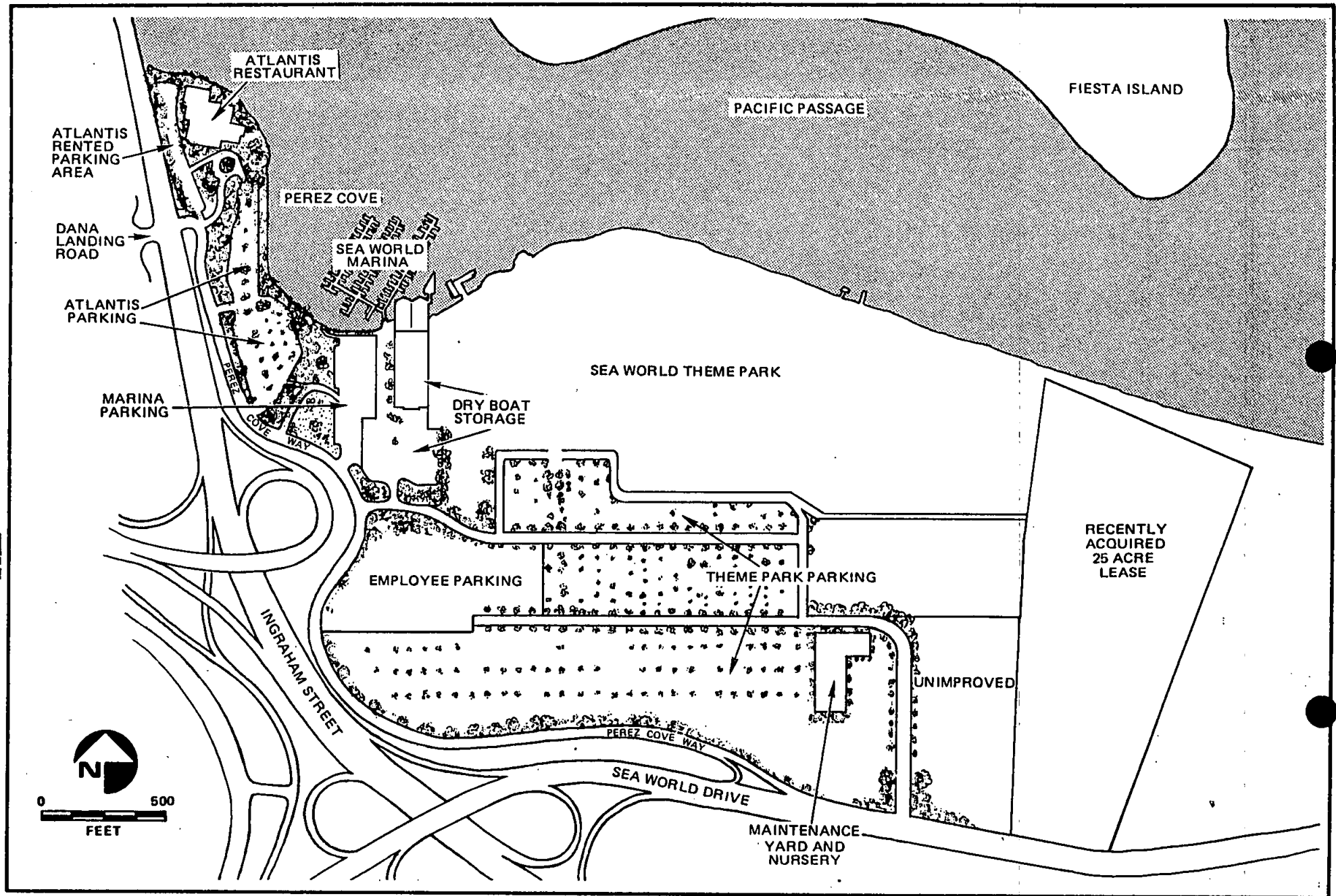
Sea World, Inc. owns and operates an aquatic theme park offering recreational and educational activities to visitors of all ages. Among the fresh water and marine life exhibits and shows, the park's menagerie includes Orca whales, penguins, sea birds, otters, seals, walruses, and a variety of plant life. Additionally, the research arm of Sea World conducts marine studies of aquaculture. Sea World's visitors include local residents (25 percent) and tourists from the United States (60 percent) and foreign countries (15 percent). In operation since 1963, Sea World presently hosts 2.9 million visitors annually. Attendance projections are listed as follows:





Project Site Location

FIGURE
2-2



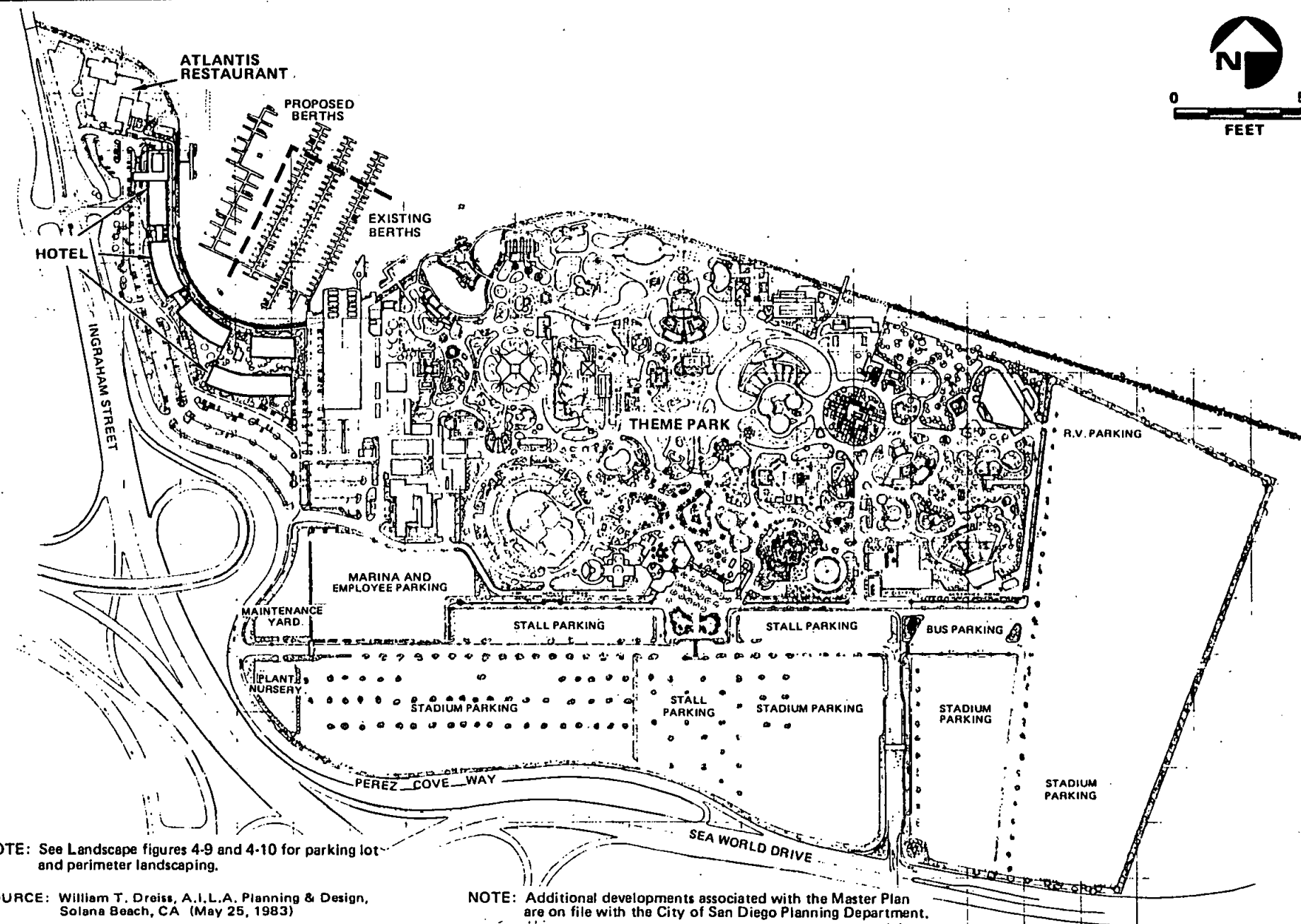
Existing Site Plan

**FIGURE
2-3**





0 500
FEET



NOTE: See Landscape figures 4-9 and 4-10 for parking lot and perimeter landscaping.

SOURCE: William T. Dreiss, A.I.L.A. Planning & Design, Solana Beach, CA (May 25, 1983)

NOTE: Additional developments associated with the Master Plan are on file with the City of San Diego Planning Department.

Proposed Master Plan

FIGURE
2-4

1984	3,000,000
1987	3,333,000
1990	3,467,000
1995	3,605,000
Ultimate	4,000,000

During the peak months of June, July and August, monthly attendance figures increase 10 percent from off season months over a yearly average.

With its new facilities Sea World expects to ultimately serve 4 million visitors, an increase of 1.1 million over present attendance. Sea World's goal is to continue to strengthen its appeal to area residents, including those from Los Angeles and Orange Counties, by providing repeat visitors new and varied exhibits at each visit. Sea World's exhibit area would be increased by 22 acres, or 51 percent of the present exhibit area. Table 2-1 provides a breakdown of existing and proposed land uses. The expansion would be added to the existing parking area to the south and would include those facilities listed on Table 2-2. The main entrance would be relocated from the western side to the center of the south-facing park front. A new Shamu Stadium with capacity for 5000 seats and five million gallons of water would be built. The existing Shamu Stadium, with 3000 seats and 1.25 million gallons of water, would become a Multi-Species Stadium. Some of the larger new exhibits would include a new Nautilus Showplace, a water fowl Aviary, a Walrus Stadium and Water Playground. Support facilities would be expanded to meet the increased requirements of the larger size of the park.

Hotel

A 300-room hotel is proposed to be built around Perez Cove between the existing dry boat storage building and the Atlantis Restaurant. About 50 percent of the land is presently used for restaurant parking, while about 25 and 10 percent are used for overflow and marina parking, respectively. The remaining 15 percent is vacant lawn area. Additionally, 4.7 acres of marina land would be converted to hotel use. The hotel would closely follow the Perez Cove shoreline. Figure 2-4 shows a conceptual drawing. Hotel parking

Table 2-1

SEA WORLD LAND USE BREAKDOWNS BY ACREAGE

I. THEME PARK		<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
1.	<u>Developed Theme Park</u>	43.1	65.1	+22
	Landscaping and Open Space	26.1	37.1	+11
	Building Coverage	9	14	+5
	Pathways	8	14	+6
2.	<u>Parking</u> (Includes setbacks and roads)	61	62.5	+1.5
	Visitor Parking	50	54.5	+4.5
	Employee Parking	4	5	+1
	Flexible Use Parking	7	3	-4
	Number of Vehicle Parking Spaces	6,500	8,000	+1,500
3.	<u>Parking Lot Landscaping</u>	3	4	+1
4.	<u>Storage Yard/Nursery</u>	1	1.5	+0.5
5.	<u>Water</u>	2.3	2.3	0
	TOTAL LAND	108.1	133.1	+25
	TOTAL WATER	2.3	2.3	0
II. MARINA				
1.	<u>Water</u>	4.9	12.1	+7.2
	Number of Boat Slips	200	400	+200
2.	<u>Land</u>	8.7	4.0	-4.7
	Landscaping and Open Space	2.75	.25	-2.5
	Sea World Support and Co-Generation	2.5	2.3	-0.2
	Parking	2	1	-1
	Dry Boat Storage	1	0	-1
	Hubbs/Sea World Research Institute	0.3	0.3	0
	Marina Support Area	0.15	0.15	0
	TOTAL LAND	8.7	4	-4.7
	TOTAL WATER	4.9	12.1	+7.2

Table 2-1

SEA WORLD LAND USE BREAKDOWNS BY ACREAGE (Continued)

III.	HOTEL AND ATLANTIS RESTAURANT	<u>Existing</u>	<u>Proposed</u>	<u>Change</u>
1.	<u>Hotel</u>	0	2.1	+2.1
2.	<u>Atlantis Restaurant</u>	0.6	0.6	0
3.	<u>Parking</u>	N/A	6	N/A
	Hotel			
	Number of Vehicle Parking Spaces	0	300	+300
	Atlantis Restaurant			
	Number of Vehicle Parking Spaces	524	233	-291
	Atlantis	262	N/A	N/A
	Bayside between Atlantis and			
	Marina	147	N/A	N/A
	Rental Valet Parking Area	115	115	0
4.	<u>Landscaping for Hotel and</u> <u>Atlantis Restaurant</u>	N/A	2.7	N/A
5.	<u>Water</u>	2.6	2.6	0
	TOTAL LAND	6.7	11.4	+4.7
	TOTAL WATER	2.6	2.6	0
IV.	TOTAL LAND	123.5	148.5	+25
	TOTAL WATER	9.8	17	+7.2

N/A = Not Available.

Table 2-2

PROPOSED FACILITIES AND PHASING PLANS
SEA WORLD MARINE PARK

Phase 1

Main Entrance
Preview Center
Support Facility Structures
Gift Shops
Specialty Foods Restaurant
Exit Plaza
Guest Services Structure
Restaurant/Lounge

Phase 2

Shamu Stadium
Support Facility Structures
Snack Kiosks
Restrooms
Landscape Nursery
Filter Plant

Phase 3

New Nautilus Showpiece
Aviary
Support Facility Structures
Gift Shops
Snack Kiosks
Small Animal Nursery
Marine Aquarium
Water Playground
Education Theater
Secondary Entrance
Restaurant and Catering Facility
Marine Exhibit
Walrus Stadium
Polar Exhibit

would be located between the hotel and Perez Cove Way, in addition to some tentatively planned underground parking, which has been included in the parking ratio calculations. Preliminary designs indicate 6 clustered buildings of up to 30 feet in height accompanied by a swimming pool and small coffee shop serving breakfasts. The Atlantis, owned and operated by Sea World, Inc., with seating capacity for 1150 people in restaurant and banquet facilities, would serve lunches and dinners for hotel guests. The hotel and restaurant would operate under the same management.

Sea World Marina

The marina at Perez Cove, owned and operated by Sea World, Inc., is open year-round, from 7 a.m. to 7 p.m. in the summer and from 8 a.m. to 5 p.m. in the winter. The busiest hours are 8 to 11 a.m. and 4 to 6 p.m. with the highest use during the summer season, from Memorial Day to Labor Day. Holidays such as Christmas, Easter, New Years and Thanksgiving are also very busy. On summer weekends approximately 40 of the boats berthed in wet slips are in use. "Use" refers to a person temporarily occupying the vessel, either in the slip or out on the Bay. The number of boats in use drops to 10 to 15 during the week. Although customers reside mainly in the San Diego area, approximately 25 to 30 percent of the boats stored at the marina are owned by residents of the Los Angeles area, northern California and Arizona. Most of these boats are power boats, since the low clearance of about 22 feet on the Ingraham Street Bridge limits the sailing area of taller-masted boats. The configuration of the berths consists of three long docks extending northeast toward the mouth of Perez Cove. They are adjoined at the southwest end by a shorter dock extending halfway to the west shore of the Cove. The two channels between the docks are designed to be approximately two times the length of the longest boat to allow room for maneuvering the boats. A fuel dock with seven pumps is located to the east of the docks.

The marina has wet slip capacity for 200 boats, with slip sizes of 24, 26, and 36 feet. Approximately 75 percent of the boats secured in the slips are under 30 feet in length. The marina can and does hold boats longer than 36 feet by berthing them at the ends of docks. Additionally, boats are allowed to extend

2 to 3 feet beyond the end of the slips except on the westerly-most dock, where there is no restriction. Winter occupancy at these slips ranges from 90 to 95 percent, while in the summer 100 percent occupancy results in a waiting list for slips. No commercial boats or live-aboard status are allowed.

Dry boat storage facilities are located on the southeast shore of Perez Cove inside of a warehouse-type building and on an uncovered parking lot. These facilities hold up to 130 boats and experience a minimum 90 percent occupancy rate. Between the dry storage and water a one and three-quarter ton crane launches boats and is open to the general public.

Marina facilities would be expanded under the proposed Master Plan. Water berths would be increased by 200 for a total of 400 berths. Each of the three docks would be lengthened by approximately 35 percent of its existing length. A fourth dock would be added to the west. The exact configuration of the slips has not yet been determined, but will approximate that shown on Figure 2-4. The channel between the proposed dock and the existing western-most dock would be two times the length of the largest boat moored in any of those slips. Overall the slips would accommodate larger boats than the existing marina slips. The size of the slips and their approximate distribution would be as follows:

<u>Length of Slip</u>	<u>Number of Slips</u>
30 feet	60
36 feet	60
42 feet	60
48 feet	20

The docks would be composed of concrete pilings with wood decking underlain by fiberglass floats. No dredging is needed for the additional berths. An additional separate dock is proposed to be located outside of the hotel lobby near the Atlantis Restaurant and would mainly serve restaurant guests. As with current operations, transient visitors could rent mooring space at the marina. With the extended docks, a larger "No Wake" zone would be needed at the mouth of the cove to prevent damage to marina boats. Sea World is thus

expected to request the Harbor Patrol to extend the 5 mph zone to accommodate these expanded facilities.

Covered dry boat storage space would be converted to offices and support facilities. Uncovered dry boat storage area would be converted to parking lots. This would involve the removal of 115 boats currently stored there (storage capacity totals 130 spaces, 15 spaces are currently vacant). Within the existing dry boat storage building, toilet, shower, locker and lounge facilities serving marina guests would be expanded to meet the increased number of marina customers. The launching crane would also be removed, due to its limited capacity for launching boats, and decreasing demand. No changes are proposed for the fuel dock.

Parking

Parking presently exists for the aquatic park, marina and restaurant. The areas allocated for each facility are indicated on Table 2-1, and the location of all parking is shown on Figure 2-4. East of the park, adjacent to the exhibit area, 25 acres of vacant undeveloped land extend from Sea World Drive almost to the bay. Under the proposed Master Plan, this 25-acre parcel would be covered with decomposed granite and utilized entirely for parking. The lot would be designated for stadium parking, a type of parking lot with no marked stalls usually managed by parking attendants. A total of 4040 cars and 60 large recreational vehicles could be parked here. To the south of the exhibit lies the bulk of the existing parking area, which would be reduced with the expansion of the theme park. The addition of 25 acres is offset by the loss of 23.5 acres of parking to the exhibit area, parking lot landscaping and the storage yard and nursery, resulting in an overall net gain of 1.5 acres of theme park parking. More parking spaces per acre are expected as a result of the redesign of parking stalls. A combination of stall and stadium parking would serve 860 and 3350 vehicles, respectively. Stall parking would be located closest to the main entrance. Bus parking would be provided for a total of 39 buses. The majority of the area would be paved with asphalt while approximately 30 percent would be covered with decomposed granite.

Parking for the remaining facilities would be shared. A total of 800 spaces would be divided between the marina (267 spaces), hotel (300 spaces) and Atlantis Restaurant (233 spaces). Due to space limitations, some of the parking area could be within the aquatic park's parking area and would receive valet service.

Phasing

Project construction is scheduled for three major phases. In Phase One the new main entrance and hotel would be built. Dry boat storage would be converted to office space and parking area. Two parking areas to the southeast of the exhibit area would also be constructed. The exhibit area would be expanded as outlined on Table 2-2. Phase One would begin immediately upon Master Plan approval. Phase Two would begin upon completion of the first phase; within approximately 5 years, and would include construction of the new Shamu Stadium, a larger filtration plant, and various exhibit area additions. The marina addition is also projected to be constructed in this phase. Phase Three extends from the completion of Phase Two until the end of the 50-year lease period and includes the remaining improvements.

III.

ENVIRONMENTAL SETTING

Sea World is located on the south shores of Mission Bay in the western aspect of San Diego. The regional location of the project site is shown on Figure 2-1. The waters of Mission Bay border the northern side of Sea World. The northwestern waters adjacent to Sea World are known as Perez Cove, while directly to the north the Pacific Passage Channel separates the South Shores from Fiesta Island. Sea World Drive forms the southern boundary and Ingraham Street the western boundary of the site. To the northwest the Ingraham Street bridge crosses over to Vacation Isle. East of the project site is an undeveloped area known as South Shores where future parkland development will occur.

Mission Bay, owned by the City of San Diego, serves as a major recreational park and tourist attraction, serving more than 12 million visitors annually. An intricate system of islands, coves, channels and peninsulas comprises Mission Bay, encompassing approximately 1867 acres of land, 2228 acres of water and 130 acres of marsh. Developed parkland, beaches, water and commercial lease acres serve the majority of visitors to the bay, with the latter constituting approximately 20 percent of present land use. The Local Coastal Program Addendum of the Mission Bay Park Master Plan for Land and Water Use, not yet adopted by the California Coastal Commission, cites a maximum of 25 percent of land area which may be leased for private commercial/recreational activities (City Council Policy #700-8). Sea World's lease of 25 acres of land east of the theme park have already been incorporated into both the Mission Bay Master Plan and the draft South Shores Master Plan as a consistent use of Mission Bay Park land. The Master Plan states the following:

The plan recommends that new leases be concentrated in already developed areas whenever possible. The specific land use recommendation related to private leases is:

- Locate new leases only in those areas so designated by this Master Plan. Locate new leases in South Shores according to the South Shores Area Use Plan" (page 83). [page 32 Mission Bay Park Master Plan, L.C.P. Addendum]

The South Shores Area east of Sea World comprises 208 acres and, at this date, is planned for development of an 11-acre, 6-lane boat launching ramp; 86 acres of landscaping and parkland; the recently approved Ramada Hotel site (35 acres); expansion of the Sea World lease; aquatic-related commercially designated land; 1119 parking spaces; restroom; a California Least Tern nesting site and associated facilities. The primary goals of the South Shores Area Use Plan are to develop the area as a key access point for Mission Bay visitors and to promote public utilization of the area to help satisfy recreational demand (page 35, Mission Bay Park Master Plan, L.C.P. Addendum). The San Diego Mission Bay Boat and Ski Club may relocate to the South Shores Launching Basin at some future date.

The Ingraham Street Bridge, bordering the northwest corner of the site and adjacent to the Atlantis Restaurant, is scheduled for replacement in FY 1985. While a preliminary design has been adopted, some issues remain unsettled. One of these is the decision of land uses under the south side of the new bridge, since land will become accessible here. The outcome of this decision, expected in late 1984 or early 1985, will affect land uses in the site's northwest corner where Sea World is presently renting vehicle parking area on a monthly basis. For a full description of this issue please see the Traffic Analysis, Part A of Section IV.

IV. ENVIRONMENTAL ANALYSIS

A. TRAFFIC

Recent revisions associated with this issue have been incorporated into the Summary.

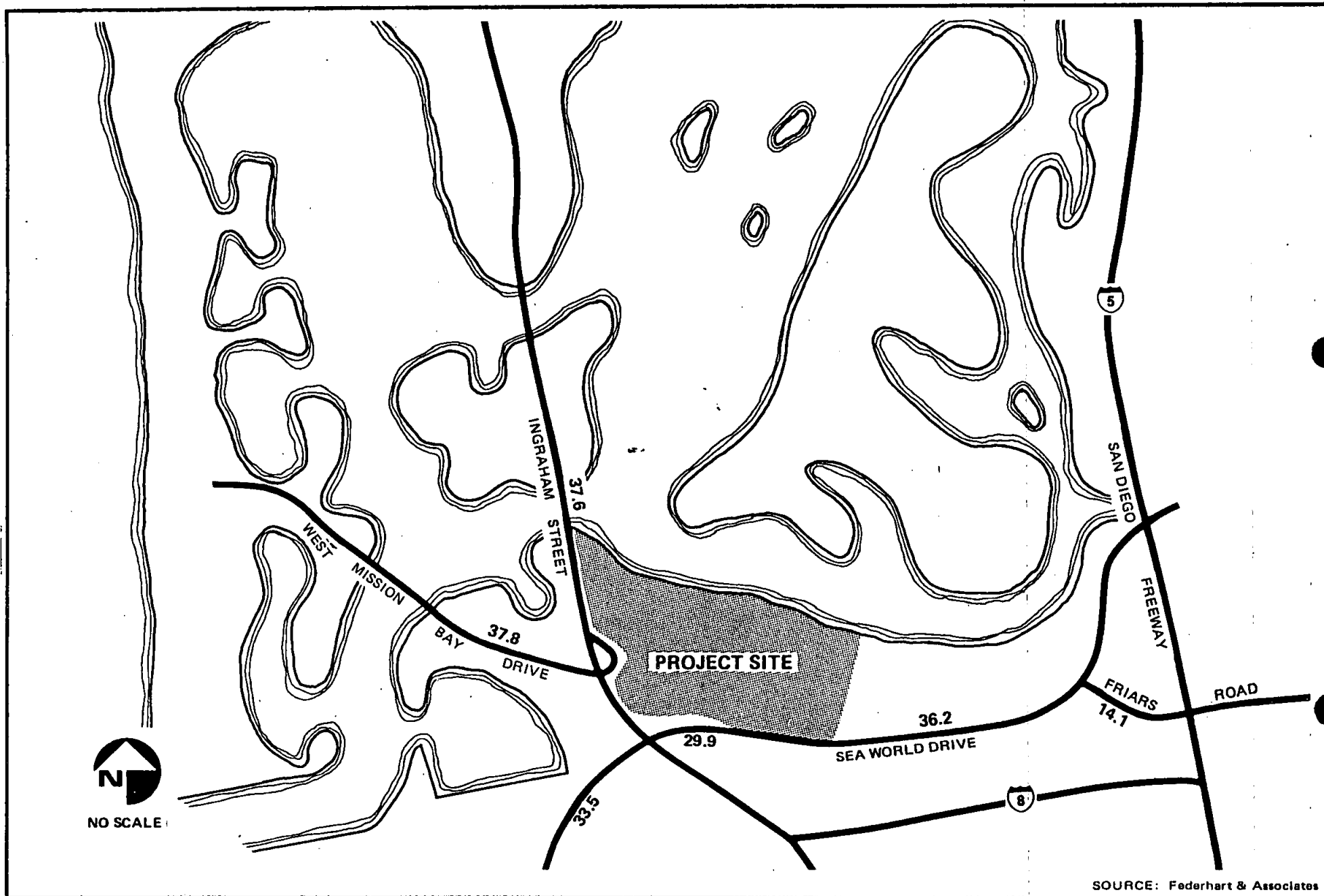
Existing Conditions

Figure 4-1 shows the Sea World park site in its relationship to Mission Bay Park and to the street system. Also shown are the summer 1983 traffic volumes in thousands of vehicles per day on the principal streets adjacent to Sea World.

During the week of April 30, 1984, Federhart & Associates made p.m. peak-hour traffic counts at nine locations adjacent to and relating to Sea World traffic. These counts are shown on Exhibits 2 through 10 in Appendix A. In order to derive summer p.m. peak counts at these locations, it was necessary to compare the City of San Diego's quarterly traffic counts on Ingraham Street made during May 1983 and again in July 1983. These data showed an approximate 10 percent increase in volume in July over those in May. Therefore, the May 1984 p.m. peak-hour counts of Exhibits 2 through 10 in Appendix A have been increased by 10 percent to reflect an average summer weekday condition. Those summer volumes are also shown on the exhibits.

The average summer weekday attendance in 1983 of 14,844 people equated to just under 3,000,000 people per year. Using these figures, and past experience, Sea World expects that an average summer weekday figure of 15,000 will equate to about 3,000,000 people annually while the long range goal of 4,000,000 people will produce an average summer weekday with about 19,790 people in attendance.

Federhart & Associates made a parking and traffic study for Sea World on July 4, 1980. From the data collected, it is possible to estimate the traffic generated by the Sea World theme park as it relates to the attendance at the



SOURCE: Federhart & Associates

Summer Weekday Traffic Volumes in Thousands – XX.X

**FIGURE
4-1**

park, as well as to determine the direction by which vehicles arrive and depart the park. Park attendance is recorded daily throughout the year. Using these data along with the average summer weekday attendance in 1983 (14,844 people per day), it is estimated that the average summer weekday traffic generated by the theme park is 11,250 vehicles per day (22,500 ADT) and the distribution is as shown in Figure 4-2.

An analysis of the traffic generation characteristics of hotels and restaurants was presented to the City of San Diego staff for review and approval. The approved generation with supporting data are shown in Appendix A.

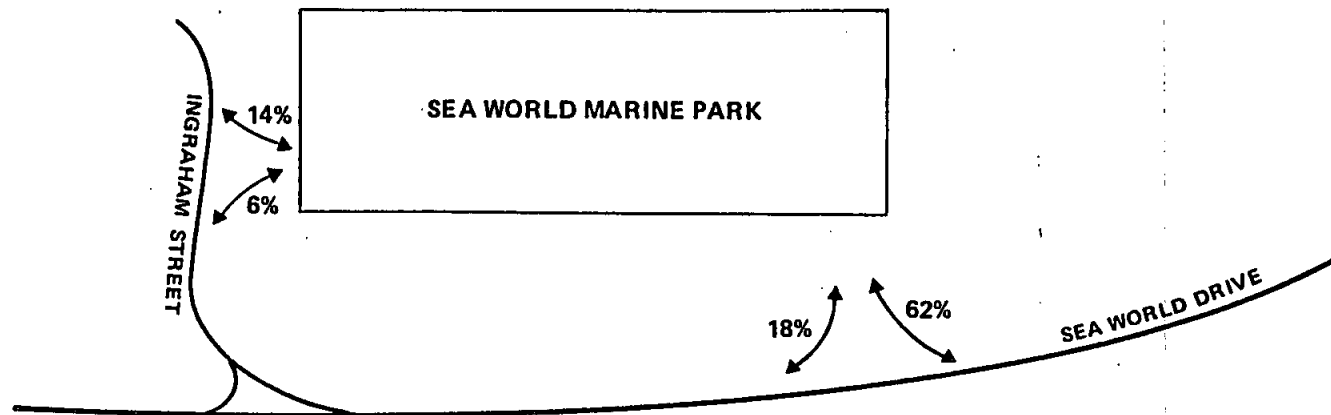
Using the estimated summer weekday volumes shown on Exhibits 2 through 10 in Appendix A, the intersection capacity utilizations (ICU) were calculated and are shown in Table 4-1.

Table 4-1

EXISTING INTERSECTION CAPACITY
UTILIZATION (ICU) CALCULATIONS

	<u>Intersection</u>	<u>ICU</u>	<u>Level of Service*</u>
1.	Sea World Drive/Tecolote and I-5 (east side)	0.74	C
2.	Sea World Drive/Tecolote and I-5 (west side)	0.63	B
3.	Sea World Drive/Pacific Highway and East Mission Bay Drive	0.66	B
4.	Sea World Drive and Friars Road	0.69	B
5.	Sea World Drive and Sea World Way	0.84	D
6.	I-8 west off-ramp and Sports Arena/ Ingraham	1.11	F
7.	Ingraham and Perez Cove Way/Dana Landing	0.94	E

*See Appendix A for description of Level of Service.



NO SCALE

SOURCE: Federhart & Associates

Distribution of Existing Sea World Traffic

FIGURE
4-2



EST. 1945

Existing and Future Transit Service: The Sea World/Mission Bay area at the present time is served by three routes of San Diego Transit. Route 9 passes by the theme park on Ingraham and goes into Pacific Beach. Route 88 goes through Pacific Beach via Mission Boulevard, West Mission Bay Drive, Sea World Drive, and Friars Road to the east. Route 34 uses Midway Drive, Ingraham, and West Mission Bay Drive/Mission Boulevard.

San Diego Transit has no plans to add routes but obviously, as demand and financial resources dictate, more service can be added in the future by adding larger or more transit vehicles to the existing routes. Additionally, there have been requests of San Diego Transit to improve handicapped accessibility to Sea World by providing "barrier-free" design at the Sea World bus stop along Ingraham for Route 9. This barrier-free design includes a 4-foot-wide by 10-foot-deep bus wheelchair-lift platform area that connects to a paved wheelchair/pedestrian way to the Sea World entrance. San Diego Transit staff will work with Sea World in developing this improved accessibility.

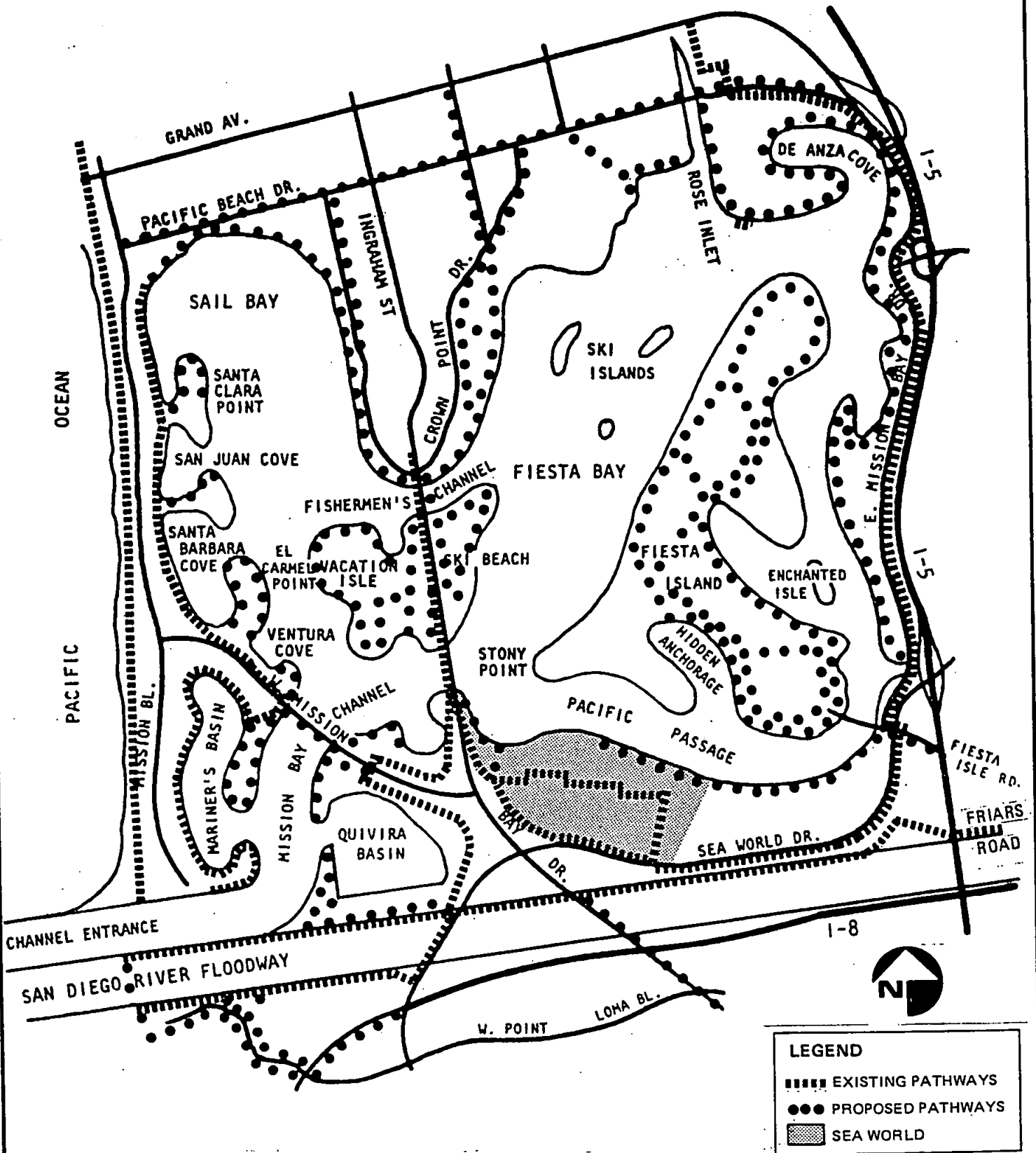
Over the long-term, the Metropolitan Transit Development Board (MTDB) has plans for expansion of their existing trolley route that will also improve transit service to Mission Bay and Sea World. Though, at the present time, there are no routes planned that would penetrate Mission Bay, there are at least two in the planning stage that would skirt the edges and thus make it possible for San Diego Transit to use it as a southern terminus to routes that do go through Mission Bay. This is also true of any tramway or shuttle bus system that develops in the future to serve Mission Bay and/or the beaches.

The two MTDB routes that offer some future possibilities of service to Sea World are the Old Town/Mission Valley route (or possibly the Midway/Mission Valley route if that becomes the plan) and the Old Town/University Towne Centre route, which someday may follow the I-5/railroad corridor along the east edge of Mission Bay Park. Obviously, depending on where the ultimate stations for either or both of these routes are located, both San Diego Transit routes and a Mission Bay/beach tramway system could logically interface at these transit centers.

At the present time, there is a parking area located near the I-5/Sea World Drive interchange in Mission Bay Park that has a sign reading "Parking for Beach Shuttle." This parking area and the shuttle itself could be the forerunner of a future Mission Bay Park and beach shuttle tramway. As such, it could help primarily in the future traffic and parking problems of Mission Beach and Mission Bay. The Sea World management has agreed to cooperate with staff and support the future implementation of a shuttle/tramway system, thus assuring that some of their future patrons could also be users. Any diversion of their patrons to this system would obviously decrease traffic in and out of their parking areas and lessen the use of their parking lots.

Bicycle/Pedestrian Pathways: A discontinuous system of bicycle/pedestrian pathways presently exists in and adjacent to Mission Bay Park. Figure 4-3, copied from the Local Coastal Program Addendum of the Mission Bay Park Master Plan for Land and Water Use, shows both existing and proposed pathways in the park. The existing pathway through the Sea World site provides pedestrian access on a combination of sidewalks and paved parking lots. The route enters the Sea World Main Entrance from Sea World Drive, proceeds north through the parking lot, turns west-northwest between the theme park and parking lot, turns north onto Perez Cove Way and exits at the intersection of Perez Cove Way and Ingraham Street. The pathway adjacent to Sea World along Perez Cove Way is designated a Class III bike route providing one-way bicycle access northwest around Sea World. The route provides a right-of-way identified by signs and is shared with pedestrians or motorists. The bike route follows Perez Cove Way along the outside perimeter of Sea World's parking lot, joining Sea World Drive to the east and Ingraham Street to the west. The route is designated on the northwest lane, allowing one-way only bicycle travel. At the Ingraham Street intersection, the bicyclist or pedestrian has two options: continue north over the Ingraham Street Bridge to Vacation Isle or head west onto Dana Landing Road.

There is some discrepancy in the literature regarding the location of the existing routes, the proposed routes and the designation of the bike pathways in the Sea World area. However, the Local Coastal Program Addendum of the Mission Bay Park Master Plan for Land and Water Use, the Mission Bay Coastal



SOURCE: Local Coastal Program Addendum for Mission Bay Park
Master Plan for Land and Water Use

Mission Bay Park Pedestrian/Bicycle Pathways

FIGURE
4-3

Access Study, and the Mission-Pacific Beach Bicycle Facilities Study (this latter study has yet to be approved by the City Council) all express the same general intent for future facilities: to provide a continuous bike pathway suitable for recreational use as well as commuter bike traffic through or around the Sea World leasehold. The several different pathways proposed for this area all indicate a link between the Ingraham Street/Perez Cove Way intersection, the existing San Diego River Floodway bike path, and the future South Shores bike pathway. While northwest bound travel along a Class III route is presently available, the planning documents propose provision of the missing southeast bound link around or through Sea World. The Coastal Access Study also states the following:

Along the water's edge, bikepaths separated from automotive traffic but shared with pedestrians shall be implemented whenever feasible. These pathways should be at least 12 feet wide in order to accommodate both modes safely. This type of pathway shall be used throughout Mission Bay Park... All other bikeways should be Class II or better whenever feasible.

The City considers it desirable for pathways to tie into the adjacent city bike pathway network, thereby providing viable area-wide transportation alternatives. The documents also recommend that the pathways in the park be constructed along the water's edge wherever possible to provide coastal access and maximize the recreational and aesthetic aspect of the trails. The plans further recommend that the pathways replace roads currently planned to be constructed under bridges, including the Ingraham Street Bridge, in order to provide recreational and emergency vehicle access between such areas as Dana Basin and Perez Cove. The Coastal Access Study states that bicycle racks shall be required as part of the permit approval process for commercial developments. The Study also states that bicycle and pedestrian paths shall connect to public transit stops to maximize access to recreation and commercial destinations. Bicycle paths shall be designed to maximize access to these destinations from bus stops for bicycle equipped buses.

"Bikeway" means all facilities that provide primarily for bicycle travel. The following categories of bikeways are defined in Section 2373 of the Streets and Highways Code.

(a) Class I Bikeway (Bike Path or Bike Trail)

Provides a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

(b) Class II Bikeway (Bike Lane)

Provides a restricted right-of-way designated for the exclusive or semiexclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with crossflows by pedestrians and motorists permitted. Parking is allowed adjacent to but not within the bike lane.

(c) Class III Bikeway (Bike Route)

Provides a right-of-way designated by signs or permanent markings and shared with pedestrians or motorists.

The Ingraham Street Bridge northwest of the project site is scheduled for replacement beginning in FY 1985. Construction, lasting 15 to 18 months, will occur both east and west of the existing structure, but will be predominantly to the east. Preliminary designs indicate the bridge will consist of two individual parallel bridges. Each bridge will hold an 8-foot combination bikeway/shoulder to accommodate cyclists and emergency parking. The bikeway will be designed as a Class II bike lane, providing a restricted right of way designated for the semi-exclusive use of bicycles. Class II bike lanes prohibit through travel by motor vehicles or pedestrians and permit crossflow by motorists and pedestrians. Vehicle parking is allowed adjacent to the curb and bike lane, although only emergency parking will be allowed on the bridge. Each bridge will also include two 12 foot one-way traffic lanes and a 6-foot sidewalk. The traffic and bike lanes will be separated by a solid white line while the bike lane and sidewalk will be separated by a 6-inch curb.

Retaining walls may be required at the southern juncture of bridge and land to minimize the need for approach fills on park land. Although how many and where they will be located has not been decided, a preferred alternative is placing one retaining wall on the southeast corner adjoining the Atlantis Restaurant parking lot. This parking lot property is presently being rented by Sea World for overflow and valet parking. A number of land use alternatives are available for the strip of land underneath the bridge that is expected to be enlarged and changed with the new bridge and retaining wall. Some of these options include a pedestrian walkway, a bikeway, additional parking area, a maintenance and emergency vehicle access road, a fishing locale or landscaping. At the minimum, pedestrian access will be provided. The decision regarding land uses in this area, which is not expected for at least 6 months, will affect the land uses in the Atlantis Restaurant's rented parking area. Bicycle/pedestrian pathways will, therefore, need to be flexible until land use issues become firm for the area underneath and adjacent to the Ingraham Street Bridge.

Issue

Would traffic generated by implementation of the proposed master plan affect existing or future traffic circulation?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

In order to estimate the future traffic created by the Sea World expansion, it is necessary to add to the average summer weekday traffic volumes, the volume of traffic generated by the 300-room hotel, the additional 200 marina berths, and a possible 33 percent increase in Sea World attendance.

It is estimated that the number of trips generated by the hotel will be eight trips per room or 2400 trips per day. It was further estimated that the peak hour (4:30-5:30 p.m.) would be 7 percent of the 24-hour volume, or 168 trips.

All trips to and from the hotel were assigned to the Perez Cove/Ingraham intersection. Thus, there would be 84 trips in and 84 trips out during the peak hour at the Ingraham/Perez Cove intersection.

The increase in marina berths should generate an additional 3.5 trips per berth per day, or 700 two-way trips per day. Studies made of marinas elsewhere reveal that the peak hour was 12.5 percent of the daily traffic, or, in this case, 88 trips during the peak period. It is estimated that 60 percent of this total would exit the area and 40 percent enter during the p.m. peak period. All traffic to and from the marina was assigned to the Ingraham/Perez Cove intersection.

The increase of the theme park attendance by 33 percent would increase average summer weekday attendance to approximately 19,787 people per day. This number would generate an additional 3750 vehicles per day. The split of traffic would be in the same ratio as presently exits (80 percent to and from Sea World Drive and 20 percent to and from Ingraham Street). The peak-hour volumes would also be at the same ratio as now at Sea World Drive and Sea World Way.

The proposed project would add 6850 Average Daily Trips (ADT) to existing Sea World-related traffic. The estimated future traffic demand created by the hotel/marina expansion and the theme park expansion is 269 vehicles entering and exiting Perez Cove Way at Ingraham Street (107 entering and 162 exiting), and 220 vehicles entering and exiting Sea World Way at Sea World Drive (33 entering and 187 exiting) during the p.m. peak hour. This increase in volume was added to the existing average summer weekday traffic during the peak hour as shown on Exhibits 2 through 10 in Appendix A. Exhibit 20 in the Appendix illustrates a summary of the additional p.m. peak-hour traffic generated by the ultimate Sea World Master Plan as assigned to the principal intersections.

Traffic exiting from Sea World at the intersection of Sea World Drive and Sea World Way currently splits into 62 percent to the east and 18 percent to the west. Further, by studying the geography of the origins from Sea World based

on the 1981 Mission Bay access study, it was assumed that of the Sea World Park traffic east on Sea World Drive, 10 percent would use Friars Road, 5 percent would go north on East Mission Bay Drive, 15 percent would go south on I-5, and the balance (32 percent) would go north on I-5.

The existing summer volumes of those four intersections were increased by those percentages of the added Sea World traffic sent that way. ICUs were recalculated for those four locations and the other three most directly affected by the Master Plan project. The intersections, ICUs, and Levels of Service are shown in Table 4-2.

Table 4-2

INTERSECTION CAPACITY UTILIZATION (ICU) CALCULATIONS
FULL BUILDOUT OF SEA WORLD PLUS EXISTING TRAFFIC

<u>Intersection</u>	<u>Existing ICU</u>	<u>With Project ICU</u>	<u>Existing Level of Service</u>	<u>With Project Level of Service</u>
1. Sea World Drive/ Telocote and I-5 (east side)	0.74	0.76	C	C
2. Sea World Drive/ Telecote and I-5 (west side)	0.63	0.64	B	B
3. Sea World Drive/ Pacific Highway and East Mission Bay Drive	0.66	0.66	B	B
4. Sea World Drive and Friars Road	0.69	0.72	B	C
5. Sea World Drive and Sea World Way	0.84	0.91	D	E
6. I-8 west off-ramp and Sports Arena/Ingraham	1.11	1.12	F	F
7. Ingraham and Perez Cove Way/Dana Landing	0.94	0.96	E	E

The changes in ICUs due to the project as shown in Table 4-2 are real and will stay the same even though other traffic increases on the facilities in the future. Except for the Sea World access intersection at Sea World Way, the increases due to the project at other intersections are very small; between 0.01 and 0.03.

The impact of the Sea World expansion up to this point has been measured only against existing traffic. Since other projects are being planned nearby, the expansion must be addressed with respect to the future traffic from all other known projects. A search of the literature reveals that almost all of the future Sea World expansion is already included in an EIR prepared for the City of San Diego's Mission Bay South Shores Master Plan, dated May 12, 1983. As a part of that EIR, a Traffic Circulation, Parking, and Impact Study for the project was prepared by Stephen George & Associates and is presented in Appendix A, as Exhibit 21.

The Stephen George Study based its existing conditions on the Pacific Beach, Mission Beach and Mission Bay Park 1995 Travel Forecast, which assumed a hotel at Sea World and a Ramada Inn at Friars Road and Sea World Drive. Both hotels remain planned future uses. One of two alternate trip generation assumptions for the "aquatic related commercial" use on the western portion of South Shores was an expansion of the Sea World leasehold. However, a worst case traffic generation rate that assumed a separate commercial development of this parcel was used in the South Shores analysis with a total of 7860 ADT. Since it has been shown that the Sea World marina expansion would add 700 ADT and the theme park expansion, 7500 ADT at 4,000,000 visitors in attendance, these two uses would add 8200 ADT total. Since the South Shores report already includes 7860 ADT for the Sea World expansion, the difference of 8200 and 7860, or 340 ADT, which would distribute itself in all directions, is the only Sea World expansion traffic not already included in the South Shores traffic forecast. This is such a minor volume that the South Shores forecast, conclusions, and recommendations can be used over the long range for the Sea World project where applicable.

Probably the most notable of the South Shores recommendations is to widen Sea World Drive to six lanes.

For any future expansion of Sea World Amusement Park, the widening of Sea World Drive opposite the Sea World frontage from four lanes to six lanes should be a requirement. The project traffic approaching the Sea World Way intersection may add up to 2000 ADT, or 100 westbound trips in the p.m. peak hour. This small incremental increase in project traffic will impact the intersection LOS by 2 percentage points; but still operate at Level of Service C after the widening of Sea World Drive. (page 9 of Exhibit 21.)

Though this requirement is not completely rejected by Sea World officials and the traffic consultant, there are other improvements that Sea World should make before widening Sea World Drive to six lanes. These are discussed in the mitigation section. On a cumulative basis, considering full buildout of the Sea World Master Plan, South Shores Master Plan and other Mission Bay developments, intersection LOS will be decreased at the I-5 freeway ramps to I-5 at Sea World Drive. The diamond-type freeway ramps are signalized with limited left-turn storage lanes on the Bridge for vehicles entering the freeway. The ramps are each two-lanes wide. The signal system is operated with dual left-turns occurring for traffic entering the ramps. The proposed project would add only 360 daily trips, in all directions, to the cumulative traffic volumes evaluated within the South Shores study. In the peak hour at the I-5 ramps the percentage of project-related trips will be extremely small and would have an insignificant effect on these ramps.

Significance of Impact

The proposed development will generate sufficient trips to adversely affect the two principal access points: Ingraham Street/Perez Cove Way and Sea World Drive/Sea World Way, unless mitigation measures are implemented. Current average summer weekday peak-hour volumes are such as to provide a Level of Service (LOS) of "E" at Ingraham Street/Perez Cove Way and "D" at Sea World Drive/Sea World Way. The additional traffic generated by the

hotel, marina expansion and a 33 percent expansion of the theme park will load both of these intersections to the "E" LOS. Traffic from future planned land uses in nearby park areas, especially South Shores, would contribute to additional LOS deterioration. Without mitigation, this decrease in Level of Service would create a significant impact at ultimate buildout. A third intersection, at Sea World Drive and Friars Road would drop the LOS from "B" to "C" under full buildout. The LOS is not expected to drop below the acceptable range (LOS C) when cumulative traffic is added to projected Sea World traffic. No significant impacts would be associated with this change, as the LOS would be within the acceptable range.

The I-8 west off-ramp and Sports Arena/Ingraham intersection is currently at LOS F (1.11). The addition of project-related traffic will slightly increase congestion at this intersection, with the LOS remaining at F (1.12). The very minor change in the congestion at this intersection is not considered to be significant itself, although the additional traffic will contribute incrementally to the existing congestion.

Mitigation

Refer to the Summary for final resolution of the issues.

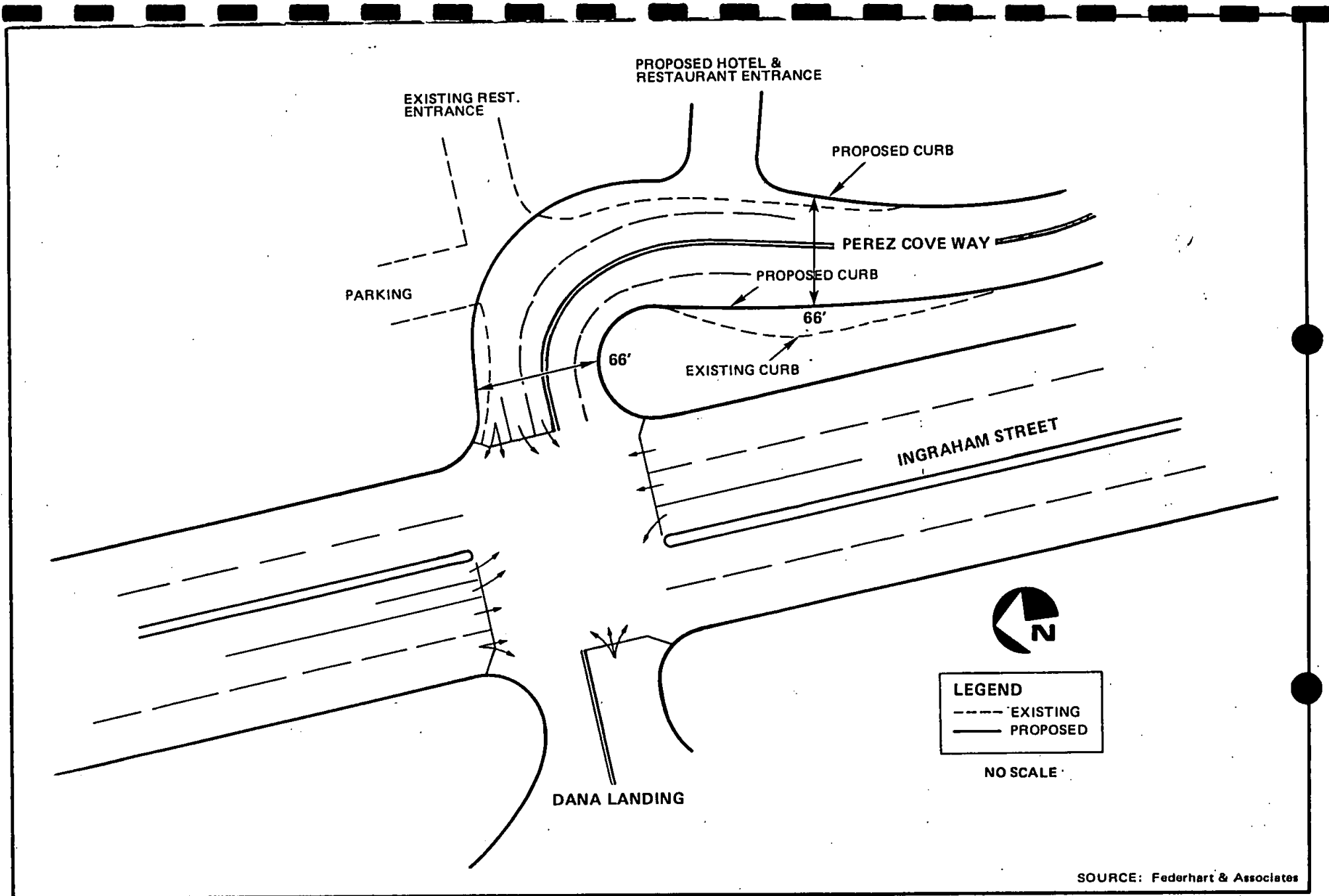
Sea World, Inc. has agreed to perform the following intersection improvements as a condition of approval of the Master Plan. If these measures are implemented in the sequence indicated over the planned 50 year period for Master Plan buildout, the traffic associated with the growth will be adequately accommodated and would mitigate to insignificance the potential impacts at these intersections.

1. Sea World plans on constructing the hotel immediately upon approval, and is hoping that it will be ready for occupancy by the summer of 1986. This project is to be located near the Ingraham end of the lease, and traffic will enter and exit via the Perez Cove Way/Ingraham Street intersection. To mitigate the impact of the proposed project at this intersection, Sea World has agreed, as part of the first phase of

park improvement, to work with the City of San Diego in widening the Perez Cove approach to Ingraham so that dual lefts to Ingraham will be possible as well as dual lefts from Ingraham to Perez Cove. This will greatly increase the capacity of the signal and will minimize the time that Ingraham will be stopped for the side street. Further, some driveway rearranging will take place so that there will be less friction with traffic on Perez Cove Way. Figure 4-4 is a schematic drawing of this improved intersection as it will look before the hotel is occupied. This redesign will insure that the intersection will be in the low LOS "C" range after the project is occupied, thereby mitigating any impacts to this intersection to insignificance.

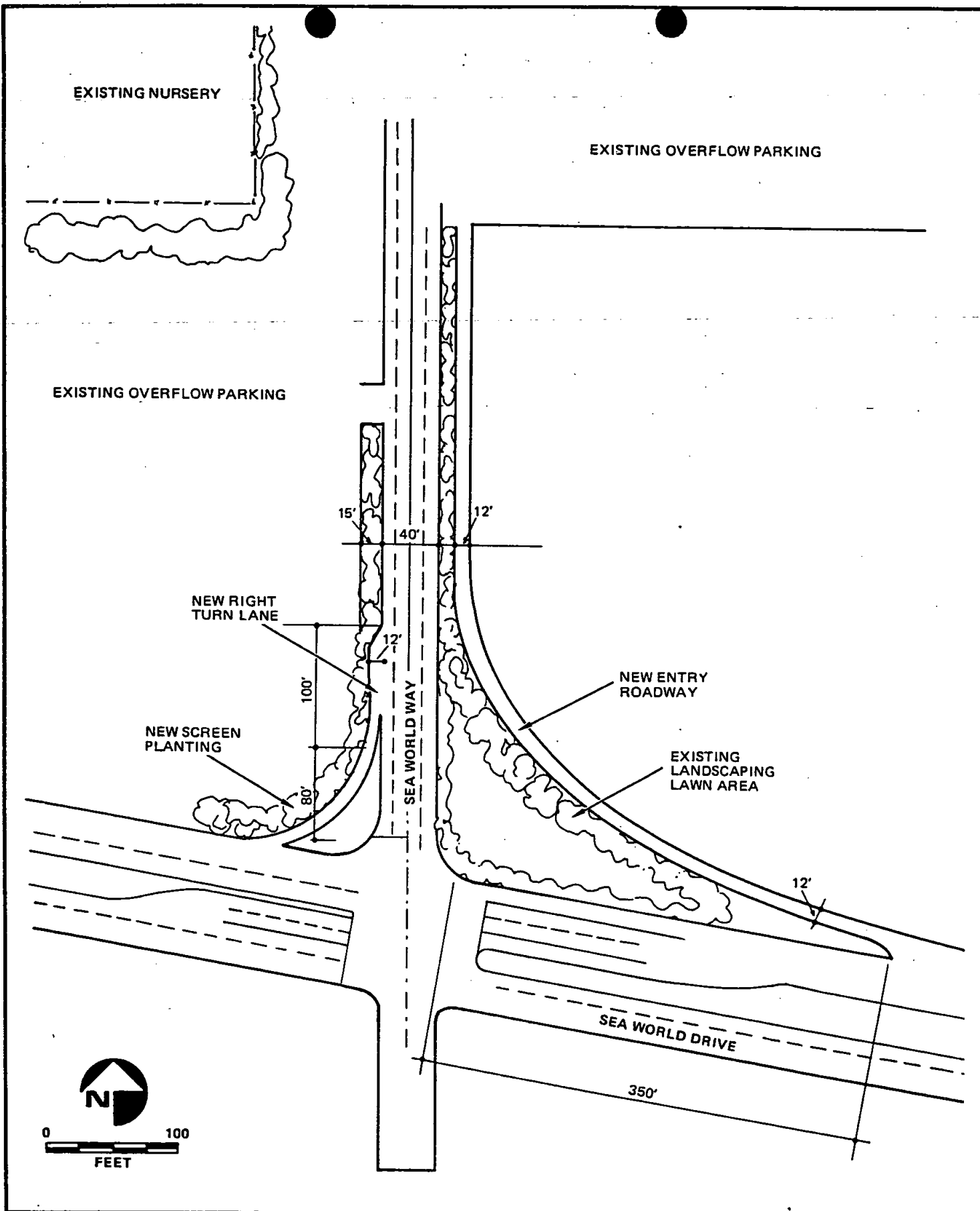
2. Since the bulk of the increased traffic generated by the project will impact the intersection of Sea World Drive and Sea World Way, a major modification of this key signalized access point will be required. Sea World will implement a two-phase improvement of their existing main entrance at Sea World Drive and Sea World Way. Figure 4-5 shows a new right-turn inbound lane planned to be constructed by 1985, or before the hotel is occupied in 1986. This inbound free right turn will solve any entering problems seen on Sea World's peak days, especially when coupled with some internal changes to which Sea World will commit, including eliminating the only possible internal cause of traffic queues, that being the handing out of pamphlets within the parking lot. In addition to the inbound free right turn shown on Figure 4-4, there also is shown an additional outbound right-turn lane. Though actual construction dates for this lane are not as definite as the other, Sea World is committed to constructing it by the time its theme park has an annual attendance of 3,500,000, or less, if the need is obvious.

All of the mitigating traffic measures to the main entrance are predicated on the fact that parking at the theme park will continue to be free and is thus a "worst case" situation. If there is a charge for parking, it may reduce traffic to some extent but then special care must be given to provide a sufficient reservoir for stopped vehicles on



Proposed Intersection Modification — Ingraham Street & Perez Cove Way

FIGURE
4-4



Sea World Main Entrance Improvement

**FIGURE
4-5**



the lease ground so as not to back out onto Sea World Drive. The collecting point for any parking charge will have to be well into the lots with a sufficient number of gates (lanes) provided. If Sea World should propose to implement paid parking in the future, the potential traffic impacts will be addressed in a study that is acceptable to the City Engineer. This study should address the effects of possible delays and the possible use of on-street or other available "free" parking spaces in the area.

3. The desirability of moving Sea World's main entrance easterly sometime in the future has been evaluated by the traffic consultant and the City Traffic Engineering staff. Unfortunately, there is a conflict with the South Shores Master Plan that has not been resolved at this time. Shortly, however, the City is embarking on a new study and corresponding modifications of the South Shores Master Plan that may firmly fix its future signalized intersections along Sea World Drive. If this is done the ultimate, permanent entrance to Sea World can be located. Landfill considerations would need to be taken into account in relocating the entrance to the east (refer to Section IV-E). It could very well be that the ultimate location remains the existing location. Sea World will commit itself to pay for a traffic study to determine this when its annual attendance reaches 4,000,000 visitors, or one-third more than at the present time. By that time, the South Shores Master Plan questions will be resolved and the improvements of Figures 4-4 and 4-5 will have been operating for some time. In this future traffic study, the ultimate Sea World main entrance can be resolved, as well as the need, extent, and timing for the widening of Sea World Drive from four to six lanes (including curb, gutter and sidewalk) along the Sea World leasehold frontage.

If it is found that the existing entrance location is still the best when considering the South Shores Master Plan changes, then there are some options available to offset the weaving problem experienced occasionally for vehicles leaving the northbound Ingraham ramp to Sea World Drive eastbound and then entering the left-turn pocket into Sea

World's main entrance. Two options to this problem, besides moving the intersection easterly, would be to signalize the ramp intersection so eastbound Sea World Drive traffic would stop, thus allowing the move into Sea World with no interference. Another possibility would be the construction of a "jug handle" intersection while still leaving the existing left-turn lanes into Sea World Way. The only vehicles that would be allowed to use the "jug handle" would right turn from the ramp, then right turn into the "jug handle," then loop around so they cross Sea World Drive as a straight through move, not a left-turn move. In effect, this creates a four-way intersection rather than a basic "T" intersection as it is at the present time. The best of these solutions can be selected at the time of the new traffic study when the 4,000,000 attendance figure is reached.

In summary, Sea World has committed itself to implement positive traffic improvements over the near term (1985-86 period) and mid-term (3,500,000 attendance) periods. Further, it is committed to improving its own internal circulation and operations so that traffic conflicts on and off the public streets will be avoided. Finally, over the longer period, while attendance grows to 4,000,000 annual visitors and the South Shores Master Plan access and land use questions are resolved, Sea World is committed to pay for another traffic study to determine its ultimate main entrance and its traffic configuration. With these commitments, all project-related traffic impacts identified in this study would be mitigated to insignificance.

Mitigation of cumulative traffic impacts for the I-5 freeway ramps would be required for ultimate buildout conditions in this portion of Mission Bay. Caltrans has under consideration a ramp metering program for I-5, between Downtown San Diego and Balboa Avenue interchange on the north, similar to the ramp metering program currently operating on I-8 and I-94. As a restrictive traffic control measure, ramp metering does not increase the LOS, but rather, maintains a stable traffic flow pattern, free from congestion resulting from traffic demand exceeding the practical freeway capacity. To maintain a stable freeway traffic flow pattern, LOS at freeway on-ramps, in particular, will likely be lower than present. This future condition will also result in

diverting some of the freeway bound traffic to parallel arterials, if available, when backup delays at on-ramps exceed a "perceived acceptable level" by the motorist.

To improve the intersection LOS, several roadway improvements on the approach legs of the intersection can be considered, such as:

1. Expanding Sea World Drive from four lanes to six lanes, with a free right-turning lane from the southbound off-ramp, expediting traffic from the freeway directly to the third westbound lane.
2. Expanding the two-lane off-ramps to three on the approach to the signalized intersection, allowing the center lane to function as an optional right and left-turning lane.

The above two improvements will allow reducing the required green time for the off-ramps and increasing the available green time for the east-west traffic on the bridge. With the above improvements, the LOS for the southbound ramps could be improved to LOS D, while the northbound ramp would still operate at LOS E or F. The opportunity to improve the northbound ramp intersection is limited due to the level of current and expanding traffic volumes on the I-5 freeway. Parallel arterials will need to accommodate the additional traffic loads.

Because the "aquatic-related" commercial lease designated on the South Shores plan next to Sea World will be utilized for the expansion of Sea World, the project traffic impacts at the I-5 interchange would be essentially equivalent to the maximum condition assumed in the South Shores traffic study. No mitigation measures for the I-5 ramps are considered necessary to implement as a direct result of the Sea World Master Plan.

Issue

Would parking be adequate to accommodate average and peak demands for each major land use?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

Under the City's CR Zone, 577 spaces would be needed for the 300-room hotel (300 spaces) and the Atlantis Restaurant, with 16,611 square feet of gross floor area devoted to dining, drinking and dancing (277 spaces). Two hundred forty spaces would be required for the 400-berth marina. Thus, 817 spaces will be necessary for the hotel-marina area. Sea World's Master Plan shows 805 spaces for hotel, restaurant, and marina parking in the northwestern area that is not designated as employee parking or theme park parking. Therefore, the parking planned would be almost sufficient to accommodate the expansion, with a shortage of only 12 spaces. The Master Plan does not include the 115 spaces that now exist on the west side of the Atlantis Restaurant. In checking the recently adopted plan for the south Ingraham Street bridge, only 18 Atlantis parking spaces will be lost in this area. It is expected that the rental area used for Atlantis parking will continue to be used for Sea World parking, allowing at least 97 spaces to be retained. The total available spaces in this portion of the site serving the Atlantis, hotel and marina, would be 902 spaces, therefore parking in this area of the site would exceed the requirements under the zone. There is also a potential for providing additional parking area under the new Ingraham Street bridge, where 180 feet of bridge length will be over land. The use of this additional area has not yet been established, but there would be adequate space to provide for roads, bicycle/pedestrian paths and/or additional parking. The possible removal of Perez Cove Way parallel street parking to accommodate a bicycle lane is not expected to impact parking requirements.

The theme park now can accommodate approximately 5000 vehicles. Although not all the area is marked as separate stalls, the Sea World officials indicate that through the use of "stadium-type" parking (the parking attendants direct motorists to line up on a designated line), that number is obtained. The Master Plan shows 7460 parking spaces (860 stalls, 6600 stadium-type). This total is in excess of the projected demand of 7085 spaces required by the increased

attendance associated with the theme park expansion. It is noted that during the comprehensive parking study conducted by Federhart & Associates on July 4, 1980, there were 4723 vehicles observed on the lot during the peak period of the day. These vehicles also included employee parking.

Significance of Impact

The theme park's proposed parking will be more than adequate to accommodate peak period demands, and no significant impacts would result. Based on standard requirements, the Master Plan indicates a net excess of 85 parking spaces in the immediate vicinity of the hotel, restaurant and marina, including the rental parking area. There has been no inclusion of the potential for shared spaces between the restaurant, hotel and marina which would further reduce parking demand. Due to the varied times of peak demand at each of these uses, some joint-use of spaces is likely to occur. The theme park will have approximately 375 excess spaces beyond demand during peak periods at ultimate buildout, and could easily accommodate any overflow from the restaurant/hotel/marina area. The Atlantis presently provides valet parking service, which is planned to continue. If additional spaces in the theme park lot should ever be needed to accommodate demand, the valet service would eliminate any potential impacts associated with the further distance to the parking spaces.

Mitigation

For final resolution of the issues, refer to the Summary.

There would be an excess of 85 spaces in the immediate vicinity of the hotel, restaurant and marina area, as currently indicated on the Master Plan. There is sufficient parking provided in the Master Plan for a 50 percent expansion of the theme park, although only 33 percent is anticipated. However, since the bulk of the theme park parking is of the "stadium type," Sea World, Inc. must provide sufficient parking attendants during peak days to satisfy the parking demand. Because no significant parking impacts are anticipated, no mitigation measures are considered necessary.

Issue

Would the planned replacement of the Ingraham Street bridges adversely affect traffic circulation, or parking associated with the restaurant/hotel/marina complex?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The south bridge, located just off site, is scheduled for replacement starting in FY 1985. Construction would take 15 to 18 months. The recently adopted plan for this bridge (two side-by-side structures) has a clear span over land of about 180 feet on its south end adjacent to the Atlantis Restaurant. This clear span obviously would allow a roadway and bike/pedestrian paths to cross under Ingraham Street wherever desired, as well as allowing a large number of parking spaces to replace any removed from the Atlantis Restaurant area by the construction of the approaches to this bridge span. These plans reveal that only 18 spaces of Atlantis parking will be removed by the new bridge plans and many more than this could be replaced under the bridge.

The ICU analysis of the Ingraham/Perez Cove Way-Dana Landing intersection reveals that with the planned dual left-turn lanes from Ingraham, the left turns from Ingraham will not be a large user of intersection capacity. By far, the through moves on Ingraham and the moves from the side streets are what require the available capacity. The planned mitigation for this intersection (Figure 4-3) provides for the needed side street capacity to be reduced enough so that LOS "C" will be available on an average summer weekday after all the ultimate Sea World expansion. With the implementation of improvements (illustrated on Figure 4-3), and the construction of the south Ingraham bridge (and the modernizing of the traffic signal shown on Figure 4-3), it is doubtful whether a vehicular roadway will be needed under the south approach to the bridge for a very long time; however, the room to do it is there whenever it may be needed.

The north bridge is scheduled for replacement starting in FY 1987. There should be no direct effects to Sea World.

Significance of Impact

During the approximately 3 years of construction required for both bridges, traffic flow on Ingraham Street may be constrained. The bridge designer and the City traffic engineering staff are working together, however, on the traffic handling plans for construction of both bridges so that existing traffic can still use the Ingraham corridor with the least possible disruption during the construction period. No significant impacts would be associated with the replacement of the Ingraham Street bridges as related to the proposed Sea World Master Plan.

Mitigation

For final resolution of these issues, refer to the Summary. No mitigation measures are required.

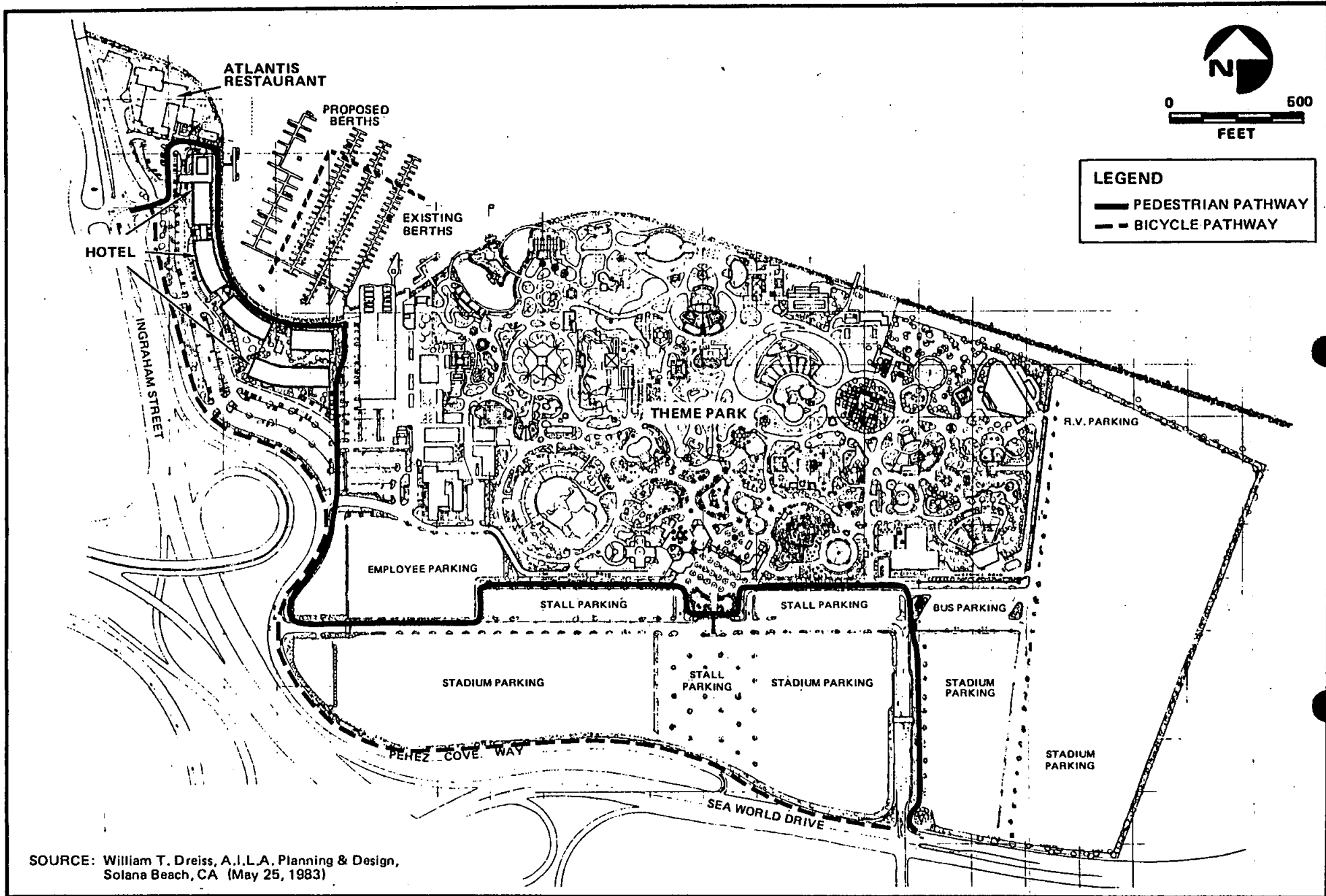
Issue

What provisions will be made for completing the Mission Bay bikeway through or around the leasehold? What public pedestrian and bicycle access to the Mission Bay shoreline will be provided?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The Master Plan would affect the existing pedestrian pathway through Sea World's leasehold. See Figure 4-6. The first segment of the route, along Sea World Way beginning at Sea World Drive, would remain unchanged, thereby maintaining pedestrian access to and from the transit stop on Sea World Drive. The second segment, along the front of the theme park, would be replaced



Sea World Master Plan
Bicycle and Pedestrian Pathways

FIGURE
4-6

with a walkway along the new front of the theme park. This walkway would continue north onto Perez Cove Way until intersecting the east entrance to the hotel parking lot. Based on the proposed Master Plan, the sidewalk portion of the pathway would be interrupted here for approximately 500 feet through the hotel parking lot, until reaching the landscaped eastern boundary of the hotel site. However, when specific plans are drawn up for the hotel parking lot, pedestrian access along this link will be assured by the project applicant. A sidewalk follows the Perez Cove shoreline up to the Atlantis Restaurant where the sidewalk ends and the pedestrian would walk adjacent to the parking lot for approximately 300 feet to the intersection of Perez Cove Way and Ingraham Street. The pathway would not be shared with vehicular traffic. This pedestrian route upgrades the existing pathway and fulfills a goal of the Master Plan to provide shoreline access in the configuration proposed by the Master Plan (see Figure 4-3). Sea World plans on maintaining this pedestrian pathway, which would be implemented in Phase One.

No pedestrian pathway is shown on the Master Plan linking the South Shores Park to the Sea World Way/Sea World Drive intersection, where the proposed pedestrian pathway begins. This is due to the fact that the South Shores Master Plan has not been finalized. The eastern Sea World lease boundary bordering South Shores is not firmly established. However, Sea World is committed to coordination with the City regarding the location and installation of this pedestrian link. There are several options for the location of this pathway. One possibility would be to locate the pathway along the shoreline up to the exhibit area, where it would turn southward and then eastward to connect with the proposed pathway along the front of the theme park. A second alternative would be to bring the pathway in at the southeast portion of the lease, where it would follow Sea World Drive to the theme park's main entrance. Variations on these designs also present feasible alternatives. The final design should be determined subsequent to South Shores Master Plan approval. The City and Sea World should each be responsible for continuous pedestrian access across their respective properties. Sea World has committed to cooperate in this manner to ensure adequate mitigation of the potential impact arising from a discontinuous pedestrian pathway.

The proposed Master Plan would not alter the existing Class III bicycle route. The route, designated with signs along Perez Cove Way and Sea World Drive, would remain entirely outside the lease area. Development within the leasehold would affect bicycle travel to a minor extent. Redesign of the traffic lanes at the intersection of Sea World Drive and Sea World Way would include right turn only lanes to and from Sea World Way from and to Sea World Drive. Project level plans have not yet been finalized but would include appropriate controls to allow for safe bicycle travel through this intersection and through the intersection of Ingraham Street and Perez Cove Way. The second entrance at the southwestern corner of the theme park parking lot would also preserve the through-travel capability afforded by the bike route by providing traffic control for those entering or exiting the second entrance. The large Atlantis parking lot between the restaurant and dry boat storage building would be replaced with a 300-room hotel and parking lot. The lot would serve both the hotel and restaurant. Increased traffic volumes would be generated by the hotel, but this traffic into and out of the hotel would still need to yield to the through-traveling bicyclist who has the right of way. The number of driveways accessing the hotel site would remain at the present four, so no new cross-traffic junctions would be created. To provide shoreline access to bicyclists, bike racks would be placed on the hotel grounds, allowing bicyclists the opportunity to safely park their bikes and use the pedestrian walkway along the Perez Cove shoreline. There is not enough area here to extend the bicycle pathway onto the shoreline.

Bicycle travel from Perez Cove Way to eastbound Sea World Drive is precluded by the configuration of these two streets. Not only is Perez Cove Way not signed or designated for southeast bound bicycle travel, but at its southeast terminus eastbound travelers are forced onto a right-turn-only lane which enters Sea World Drive westbound. Within a quarter of a mile the traveler has two choices: turn northbound onto Ingraham Street which would head the traveler back in the direction from which they originally came, or turn southbound onto Sunset Cliffs Boulevard, across the San Diego River Floodway. Eastbound travel from the Ingraham Street/Perez Cove Way intersection onto Sea World Drive or the Floodway bike path must therefore follow a less direct route than along Perez Cove Way. The existing bicycle/pedestrian pathway,

shown on Figure 4-3, follows Dana Landing Road around to Quivira Road, where the route follows Quivira Road south to the bicycle path on the flood control channel embankment. The bicyclist would then travel east until paralleling Sea World Drive, where cross access to Sea World Drive is relatively easy. This route is ineffective for many bicyclists, since less direct, although designated, bicycle routes are often bypassed for faster, more direct routes, which usually present more hazards to the bicyclists. For this reason a south-east bound link along Perez Cove Way represents a desirable addition to the Mission Bay Park bicycle network.

Implementation of the Master Plan would not affect the existing route, as no alterations to the route are proposed. The additional traffic created by the Master Plan expansion would impact existing facilities as they would not be adequate to provide safe bicycle transit with the added vehicular traffic. Further, as described earlier in the existing conditions section, the City of San Diego intends to complete and upgrade the Mission Bay Park bicycle network. Because Sea World is located in Mission Bay Park and has included no provisions for satisfying this goal, an impact to bicycle pathways would be incurred with Master Plan adoption. The planning documents addressing the bicycle network goals and deficiencies state that pathways should be continuous, shared with pedestrians, and be at least 12 feet wide. All other bikeways should be Class II or better wherever feasible. Since the pedestrian walkway is provided in a separate location more accessible to the shoreline and more separated from motor vehicle traffic than the route along Perez Cove Way, the pathway along Perez Cove Way need only accommodate bicyclists. The Perez Cove Way bike route only allows for northwest bound bike travel and is a Class III, thus meeting neither of these two goals.

Significance of Impacts

The intent of the Mission Bay Park Master Plan, Mission Bay Coastal Access Study, and Mission-Pacific Beach Bicycle Facilities Study regarding the Mission Bay Park bicycle network is to provide a system of safe pathways accessible to coastal recreational resources and trails to surrounding communities. The network should be continuous around the Bay to serve both recreational

and transportation bicycling and should be upgraded to Class II pathways, or better, wherever feasible. The Coastal Access Study states that missing links in the planned pathway system shall be implemented as funding allows, one of the most important of these being "a pathway through the Sea World lease site from the shoreline at South Shores to Ingraham Street at Perez Cove Way." (page 53). The current Class III bike route along Perez Cove Way allows only northwest bound travel, and thus provides an incomplete bike route. Without access through or around Sea World, bicycle travel is greatly hampered and represents a significant impact to the completion of the Mission Bay bicycle network.

As Sea World leases land within the Park, the Sea World Master Plan is subject to the provisions of these planning documents and their stated policies. No improvements or alterations to the bike pathways on or near the Sea World leasehold have been incorporated into the proposed Sea World Master Plan, and thus the bike route would remain incomplete around Sea World. A significant impact to the future development of bicycle pathways would thus be incurred.

Mitigation

For final resolution of the issues, refer to the Summary.

To assure a continuous pedestrian walkway through the project site, the applicant will provide detailed designs for the walkway with each specific development project. Pending South Shores Master Plan approval, Sea World will cooperate in designing the pedestrian link between South Shores and the Sea World pedestrian pathway. Sea World will be responsible for implementing the portion of the pathway on their property. These designs insure no impact to pedestrian access.

The significant impact to future bike pathway development on and adjacent to the Sea World leasehold could be fully mitigated by meeting the intent of the planning documents. Provisions for the future development of a bicycle pathway should be incorporated into the Master Plan. These provisions would include locating and designating an appropriate site for the pathway and

providing the City of San Diego the necessary support as a leaseholder in order that the City may implement the pathway. Sea World has not committed to any plans for the offsite improvement of the bike pathways and any requirements for land for onsite improvements on the leasehold would be subject to lease agreement modifications with the City of San Diego. Options for locations and classes of bike pathways are examined below.

The Coastal Access Study recommends a Class II pathway or better wherever feasible. A Class I facility provides a completely separated right-of-way designated exclusively for the use of two-way bicycle and pedestrian travel with crossflows by motorists minimized. The bike path must be 8 feet wide with 2 additional feet on each side. A bikeway located through the center or northern portion of the lease is not examined as it would create conflicts with pedestrians and motorists. A Class I could be located within Perez Cove Way where existing onstreet parallel parking is designated. Removal of this parking area would not impact adjacent onsite parking. The Class I could also be located within the existing landscaping between Perez Cove Way and the parking lot. This option would not eliminate onstreet parking but would require the removal of screen planting. Locating the Class I within the parking lot would retain onstreet parking and the landscaping but would decrease the theme park's parking area. All three options would permit two way traffic around the leasehold and would upgrade the existing route. The latter two options are not acceptable to Sea World. The first of these three options appears to be the most feasible. However, all three designs have serious drawbacks. Since the path is closer than 5 feet from the roadway, a physical divider such as a fence or dense shrubs are necessary between the path and road to prevent cross access. At driveways, entrances, and intersections stop signs for bicyclists would be needed, since automotive traffic would be entering and exiting the leasehold. A northwest bound bicyclist arriving from the South Shores pathway would need to cross the right-turn-only lane into Sea World's main entrance, the intersection of Sea World Way and Sea World Drive, and the right-turn-only lane exiting Sea World's main entrance. The second entrance would then need to be crossed, then the service road and the four driveways into the hotel and Atlantis parking lots. Thus a total of nine stops would be required of the bicyclist. Under these circumstances bicyclists tend to use the roadway rather than the bike path for convenience and/or safety.

Caltran's "Planning and Design Criteria for Bikeways in California" describes problems after encountered with localing Class I bikepaths adjacent to road ways. In this report, the constraints associated with locating a Class I path adjacent to a roadway result in a recommendation by Caltrans for a Class II bike lane, rather than a Class I.

The option of locating a Class II bike lane along Perez Cove Way instead of a Class I bike path overcomes many of the drawbacks associated with a Class I. A Class II would only be feasible between the Ingraham Street/Perez Cove Way intersection and the right-turn-only lane from Perez Cove Way eastbound to Sea World Drive westbound. At this eastern point, the Class II would be forced to turn westbound, since the only eastbound lane on Perez Cove Way turns west onto Sea World Drive. This turn would take the bicyclist in the opposite direction and onto a street not designated or planned for bicycle pathways. Thus the bike pathway must cross over to the north side of the street, thereby necessitating a Class I bike path east to the intersection of Sea World Way and Sea World Drive. To engineer this bicycle crossing over Perez Cove Way, a stop sign, stop light or even a ramp may be needed. The crossing and Class I path would need to be designed concurrently with the designs for the new intersection at Sea World Drive and Sea World Way. While the "Planning and Design Criteria for Bikeways in California" does not recommend alternating segments of bike pathways in this manner (p. 6), overcoming the obstacles previously mentioned should outweigh this inconsistency. The bike path would not require stop signs at the crossing driveways, as the bicyclist would have the right of way. The width of the street without onstreet parking allows adequate room for a bike path, which at a minimum must be 4 feet wide. Parking could be adequately handled by onsite parking areas.

In summary, a combination Class I/Class II facility would mitigate to insignificance impacts to future bicycle pathway development and is the most desirable option. However, the crossing design from the Class II eastbound bike lane to the Class I path may be problematic. Only a detailed traffic engineering study would prove its feasibility. Sea World will allow construction of a Class I facility on their leasehold but will not assume construction costs and has given no assurance of support for implementation. Because the future

development of an upgraded bicycle pathway adjacent to the lease is not assumed, the significant impact to bikeway development remains unmitigated.

B. AQUATIC BIOLOGY/WATER QUALITY

Recent revisions associated with this issue have been incorporated into the Summary.

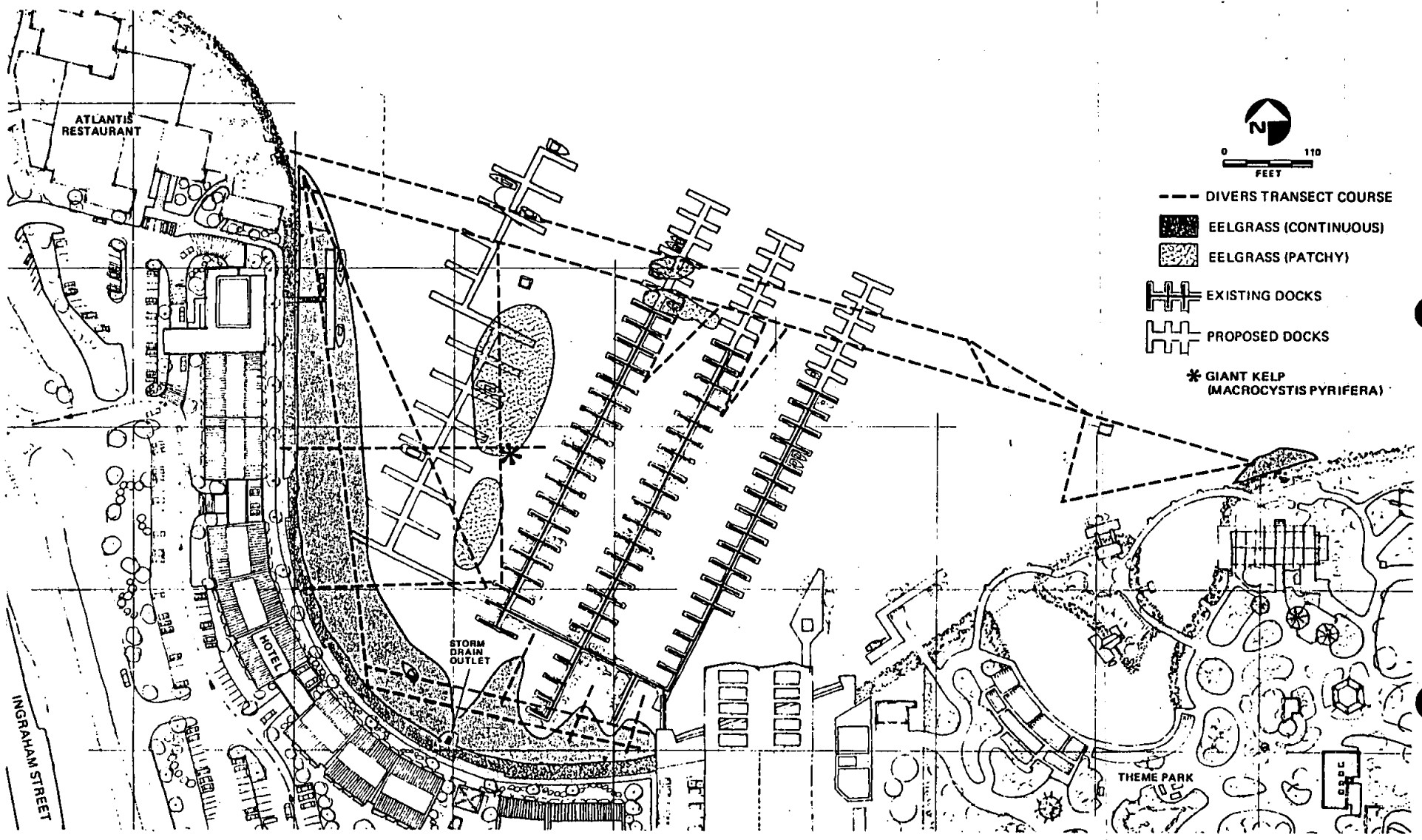
Existing Conditions

Perez Cove Biology

Perez Cove is a shallow (maximum depth 13 feet) inlet on the south end of Mission Bay in San Diego, California. Occupying the cove at present is the Sea World Marina which has room for approximately 200 boats on three parallel floating docks spaced approximately 100 feet apart. These docks extend north from a ramp at the south shore of the bay for about 400 feet. The present facility is generally filled to capacity.

Biological conditions present in the cove are fairly representative of other similar coves in the area. A thick band of eelgrass, Zostera marina, 50 to 75 feet in width lines the south and west sides of the cove where light, water and substrate conditions are favorable. The density of plants in this area was estimated to be one plant per 0.3 meters, and 75 leaf blades per square meter. Fingers of this bed, 10 to 20 feet in width and up to 30 feet in length, extend north from shore between the existing floating docks (Figure 4-7). The bed narrows in width to less than 30 feet off the storm drain in the south end of the cove and the continuous bed ends beneath the ramp at the south end of the docks. Scattered patches of eelgrass surrounded by open muddy areas are distributed throughout the open part of the cove west of the existing docks. In addition, small patches are present off the north end of the existing docks and at the extreme northeast corner of the cove. These patches probably cover less than 10 percent of the bottom of the cove. The total area of eelgrass in Perez Cove is estimated to be 84,700 square feet or 1.9 acres. Much of this area is the continuous band of eelgrass. Approximately 65,000 square feet is

4-34



Onsite Eelgrass Locations

FIGURE 4-7



EST 1970 Service

in the main bed, and another 20,000 square feet is in isolated patches in the central area of the cove.

Much of the cove has the required environmental conditions (light, substrate, depth) for the establishment of eelgrass beds. However, the effects of shading from the existing docks is easily observed, especially along the southern shoreline, where fingers of eelgrass grow between docks.

A diving survey of the cove was conducted between 1100 hours and 1500 hours on April 17, 1984, by WESTEC biologists. Fish observed in the eelgrass bed including several species of larval fish, (approximately 30/m³ in the south end of the cove), several round stingray (Urolophus halleri), one pile perch (Rhacochilus vacca), two barred sandbass, one unidentified species of sandbass and one Opaleye (Girella nigricans). A large California halibut (Paralichthys californicus) was observed in the cove, but not in the eelgrass bed.

Invertebrates observed in the eelgrass bed included the starfish (Astropecten), several giant seaslugs (Chelidonura inermis), a large seapen (Stylatula), tunicates, a single small seacucumber and several bay oysters (Ostrea edulis).

Algae present included Rhodomenia sp., Sargassum sp., Pachydictyon sp., and Ulva sp. Giant kelp (Macrocystis pyrifera) was observed attached to a small rock (Figure 4-7). Egregia menziesii was observed both attached and drifting in the cove. Phyllospadix, a marine grass, was also noted in the cove.

Water Quality

Water quality in Mission Bay has long been of concern to the City of San Diego. There are a number of factors which can and have influenced water quality in the bay including: sewer overflows, urban runoff during storms, and regulated wastewater discharges which require an NPDES permit issued by the Regional Water Quality Control Board.

Sea World Marina currently houses approximately 330 power boats at berths and in dry storage units. The primary effects on water quality in a marina

setting are from the fuels, greases and oils used by the boats, and spillage of holding tanks. Discussions were held with the marina supervisor (Dan Larson, May 1, 1984) regarding fuel spills and pumpout facilities. The fuel dock at Sea World Marina is considered one of the most extensively used in Mission Bay and the majority of the boats using the fuel dock are not marina residents. The convenience of the marina to the entrance of the Bay is probably responsible for this high level of activity.

In fueling powerboats, there is occasional spillage into the waters of the bay, with amounts ranging from drops to several ounces. Rarely is there a spillage in excess of 0.5 gallon. The majority of the fuel is regular or premium gasoline (70 percent) which is rapidly volatilized; diesel fuel (20 percent) and gas/oil premix (10 percent). The diesel fuel and premix would have the tendency to create longer term visible slicks and would also have more potential for impacts.

Two cycle engines, requiring oil/gas premixed fuel, exhaust oil onto the water surface. Small to medium sized outboard motors are the type most responsible for this type of water quality problem. Based upon the percent of fuels supplied, outboards do not constitute a significant portion of the water traffic at the fuel docks.

Sea World marina has a wastewater pumpout facility for holding tanks which is easily accessible to residents and transient boats alike. There are minimal problems with deliberate or accidental disposal of wastewaters into the cove.

The orientation of Perez Cove, facing northward, contributes in some degree to water quality problems. Winds are generally from the northwest and material on the surface including trash, oil, fuel or other surface material will be driven into the cove and compressed against the shoreline.

In summary, the water quality in the cove is variable, dependent upon a wide variety of input factors. However, the location of the facility in an area of good tidal circulation will tend to provide a higher water quality than other less exposed areas of the bay.

Issue

Will existing eelgrass resources in Perez Cove be affected by the proposed marina expansion?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The Sea World Master Plan calls for a doubling in the number of slips available to the public. This is to be accomplished by extending the length of the three existing docks by 150 feet to the north and adding a fourth floating dock with slips for larger boats approximately 150 feet to the west of the westernmost dock. A 125 foot-long floating transient dock with a 50 foot-long ramp is planned for the west side of the cove about 200 feet south of the point (refer to Figure 4-7).

The construction of the new docks and the extension of the existing docks will result in the loss of less than 6250 square feet of existing eelgrass beds out of a total estimated area of 84,700 square feet (1.9 acres). On an individual basis, the construction of the T-dock near the Atlantis Restaurant will shade, and thereby eliminate approximately 1870 square feet of the continuous band of patchy eelgrass in Perez Cove. The new marina dock will shade and eliminate approximately 2800 square feet of existing patchy eelgrass and the extension of the existing docks will shade approximately 1565 square feet of existing patches.

The construction of the new docks and the extension of the existing docks will create a permanent shade environment and reduce the potential for expansion of existing eelgrass beds within Perez Cove. If the full buildout of the marina is completed, approximately 28,500 square feet of bottom area will be shaded, resulting in the loss of less than 6250 square feet of existing eelgrass area. The majority of this loss will be in the area of the isolated patches and not the area of the main continuous bed. The resultant loss will be less than 7 percent of the existing eelgrass area.

Minimal boat speeds around the marina within Perez Cove, will protect the deeper beds from significant prop damage, and the boats will not enter the shallower areas where the contiguous eelgrass stand is present. No impacts would be associated with boat operations at the marina.

Significance of Impacts

The loss of eelgrass which will result from development of the proposed marina expansion and T-dock is considered a significant adverse impact based on the limited distribution of eelgrass within the Southern California region. The majority (93 percent) of the eelgrass within Perez Cove will, however, remain undisturbed. Much of the historic eelgrass beds found along the Southern California coastline have disappeared, due primarily to dredging and construction activities in the shallow bay environments. The last major eelgrass areas in Southern California are found in Mission Bay and San Diego Bay, thus the resource agencies (U.S. Fish and Wildlife Service, California Department of Fish and Game, National Marine Fisheries Service) consider eelgrass to be of significant regional concern. The loss of habitat area associated with construction of the T-dock represents approximately 1870 square feet (2 percent of the existing Perez Cove eelgrass). This is considered the most significant portion of the potential loss area due to the effect on the contiguous bed and could result in the loss of the northern portion of the contiguous bed. The remaining habitat area which would be shaded (approximately 4380 square feet, 5 percent) occurs in patchy areas in the central portion of the cove and eelgrass in these areas will undoubtedly be reduced. However, with the existing suitable habitat conditions in Perez Cove, much of the eelgrass area lost to shading is expected to reestablish quickly through recruitment into the undeveloped portions of the cove. While the proposed project development would affect only a minor percentage of eelgrass within Mission Bay, any loss of eelgrass must be considered significant on a cumulative basis due to its limited regional distribution.

Mitigation

For final resolution of the issues, refer to the Summary.

The loss of existing eelgrass habitat in Perez Cove associated with the proposed project was discussed at an interagency review on May 8, 1984, in conjunction with a formal consultation with the U.S. Army Corps of Engineers. The resources agencies present at that meeting considered the loss to be significant, and requested modifications be made in the project to avoid the eelgrass loss. The most effective mitigation measure is considered a project redesign to avoid the existing eelgrass beds. Recommended changes include placing the T-dock northward and out of the continuous eelgrass bed, and redesign of the the new dock to move it away from the existing patchy eelgrass area. The suggested revisions are illustrated on Figure 4-8. If these two elements are incorporated into the marina design, the project would have no significant impact on the existing eelgrass resources, and no further mitigation would be required. The modifications in marina design and T-dock location should be incorporated into the Master Plan prior to approval. No detailed engineering design of the recommended changes has been completed, however they appear to be as feasible to implement as the existing proposal. The final project design will be reviewed by the resources agencies as part of the specific permit requirements for this project. It is expected that a Section 10 permit will be required from the U.S. Army Corps of Engineers for marina construction under the Rivers and Harbors Act. If the suggested marina modifications are not incorporated into the Master Plan, mitigation acceptable to the resources agencies will have to be determined prior to permit issuance.

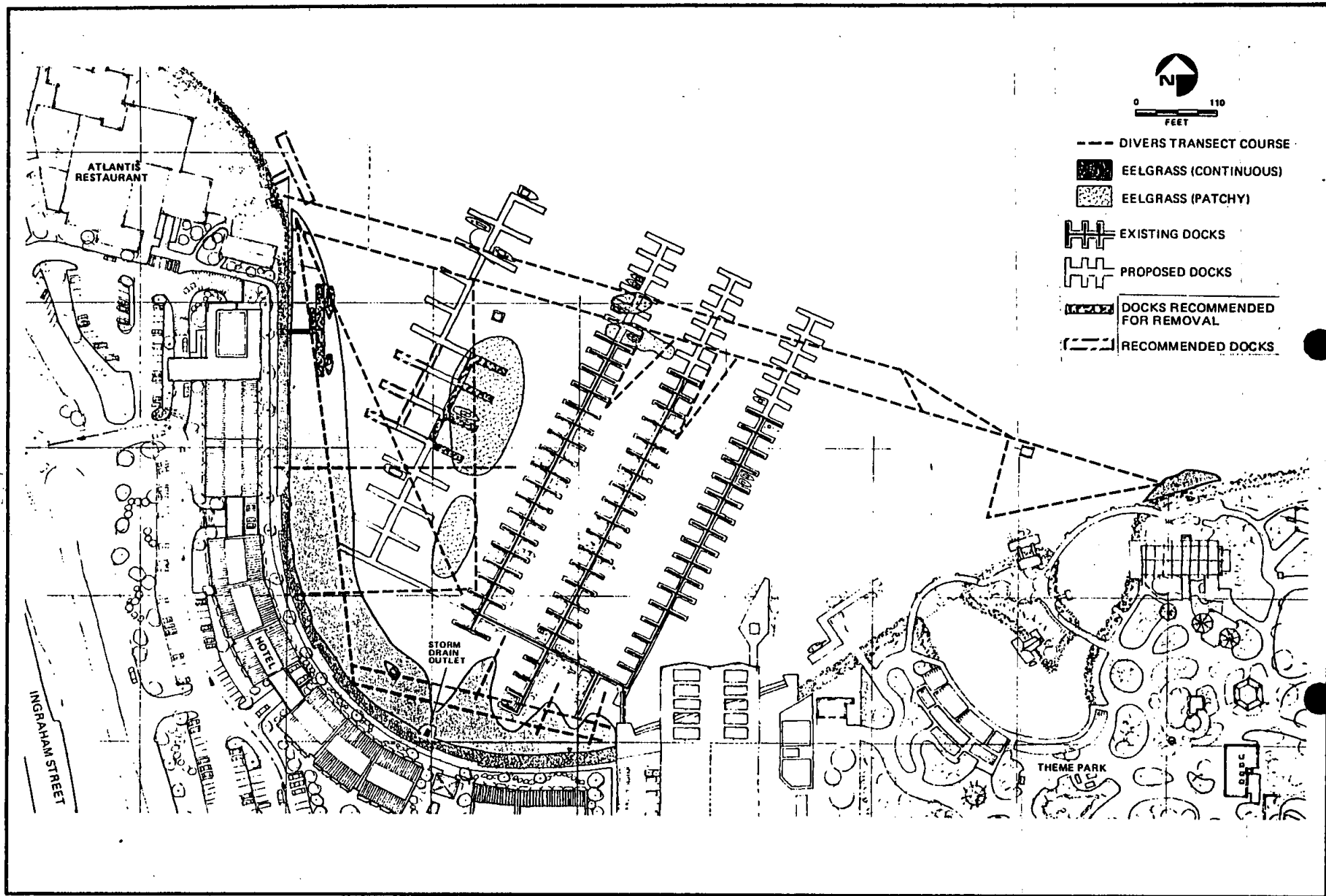
Issue

What effect will the proposed project have on water quality?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The construction of the new marina facilities will have a small impact on water quality in the cove. As noted previously, the major utilization of the fueling dock is by transient boat owners and not marina residents. The normal



Recommended Marina Design — Eelgrass Mitigation

**FIGURE
4-8**

weekend use rate for marina residents (includes stacked as well as berth storage) is 35-40 percent during the summer and 10 percent or less during the winter. With the elimination of the dry boat storage and the addition of 200 slips, boat usage will increase from 70-80 per day to potentially 100-110 per day (Dan Larson, Dockmaster, personal communication). This will incrementally add to the potential for discharge of spilled fuels and oil/grease into the basin. On a busy summer weekend, several hundred boats may be fueled at the dock of which less than half would be residents of the marina. The potential for significant water quality deterioration from the increase in the marina facility should not be high.

The increased level of boat activity has the potential to increase the illegal disposal of holding tank wastes. However, the residents have a convenient pumpout facility and have had a history of using that facility in lieu of illegal disposal. No significant impacts from holding tank spills or illegal disposal are anticipated.

Significance of Impacts

No significant impacts on water quality from the marina expansion are expected. In the event Sea World expands their wastewater discharge, an amended NPDES permit through the San Diego Regional Water Quality Control Board will be required.

Mitigation

For final resolution of the issues, refer to the Summary.

The water quality conditions previously discussed do not appear to present significant environmental impacts. The existing mechanisms such as exercising care in fueling and controlling the illegal disposal of holding tanks by the use of an accessible pumpout facility should adequately safeguard the bay waters from water quality deterioration attributable to this project.

In the event that the expansion of the theme park requires an expansion in their marine discharge, Sea World will be required to amend their existing NPDES permit through the San Diego Regional Water Quality Control Board. This would require full documentation of effluent changes and impact analysis.

C. TERRESTRIAL BIOLOGY

Recent revisions associated with this issue have been incorporated into the Summary.

Existing Conditions

Vegetation

The terrestrial habitats within the Master Plan area have been discussed in previous studies including Rieger and Beauchamp (1975) and MSA (1983). The only nonutilized or undeveloped portion of the study area is the area east of the main entrance off Sea World Drive and the new lease area (25 acres) east of and adjacent to the existing theme park. This area was reviewed by WESTEC senior biologist Mr. Stephen Lacy on April 19, 1984.

The majority of the undeveloped acreage east of the existing park is highly disturbed in character. The dominant plants are chaparral broom (Baccharis sara-throides), pampasgrass (Cortaderia sp.), coastal isocoma (Haplopappus venetus), and sea fig (Carpobrotus sp.). Other species present include little ice-plant (Gasoul nodiflorum), corn chrysanthemum (Chrysanthemum coronarium), Chinese pusley (Heliotropium curassavicum var. oculatum), everlasting (Gnaphalium beneolens), flattop buckwheat (Eriogonum fasciculatum), Australian saltbush (Atriplex semibaccata), and beach evening primrose (Camissonia cheiranthifolia ssp. suffruticosa).

The central portion of the new lease area and the immediate area adjacent to Sea World Drive are low areas where enough water accumulates to maintain salt marsh species such as glasswort (Salicornia subterminalis), alkalai heath (Frankenia grandiflora), saltgrass (Distichlis spicata), and a small amount of

brass buttons (Cotula coronopifolia). A grouping of small arroyo willows (Salix lasiolepis) is present in the east-central aspect of the new lease area.

Wildlife

Wildlife use of the disturbed new lease area is expected to be low due to the lack of herbaceous cover. Black-tailed jack rabbit (Lepus californicus) and desert cottontail (Sylvilagus audubonii) were observed as well as the vociferous Killdeer (Charadrius vociferus). The principal wildlife component on the study site is expected to be birds. Both Mission Bay and the flood control channel to the south are major wintering areas for shorebirds and waterfowl. Both of these avifaunal groups make use of the temporary wetlands and saltpans east of the new lease area but are expected to make limited use of lowland/marshy areas on the project site. A variety of raptors known from the area may utilize the project area on an intermittent basis. None are expected to nest on site but all could hunt over the property. These include Burrowing Owl (Atene cunicularia), Northern Harrier (Circus cyaneus), and Short-eared Owl (Asio flammeus). The Burrowing Owl nests farther east near Friars Road (MSA, 1983), but no nests were found onsite.

High Interest Species/Habitats

One plant species of interest which could be found onsite is Nuttall's lotus (Lotus nuttallianus). This species is listed by the California Native Plant Society (CNPS, 1980) as rare in California but common elsewhere. It is found in sandy places along the immediate coast in San Diego County and northern Lower California. This species is very common in the eastern portion of the South Shores Planning Area (MSA, 1983), but it was not observed in the new lease area. It may occur sparingly in sandier portions of the project, but since such areas are very limited in the lease area, the potential for this species to be common in the area is very low. No other sensitive plants are expected onsite. One state and federally listed endangered plant species which potentially occurs in salt marsh habitats along the San Diego coast is salt marsh bird's beak (Cordylanthus maritimus ssp. maritimus). This species is very rare in well developed marshlands and its likelihood of occurring onsite is considered very low.

A number of sensitive bird species could utilize the area. These include the state and federally listed endangered California Least Tern (Sterna antillarum brownii) and American Peregrine Falcon (Falco peregrinus anatum) and the state listed Belding's Savannah Sparrow (Passerculus sandwichensis beldingi). The California Least Tern historically nested at a number of locations in Mission Bay including north Fiesta Island, the Ramada Inn project site to the east near Interstate 5, and the open disturbed and salt pan areas south of Sea World Drive near Mission Bay Drive. This species is migratory arriving in the San Diego area in April and leaving in late summer. This species has not been reported to nest in the new lease area but could use the area for resting. Human activity along the Mission Bay shoreline and the lack of a sandy nesting substrate combine to retard any use of the area by this species. The American Peregrine Falcon occasionally winters in the area and has been reported in the vicinity of the adjacent flood control channel. This species could hunt over the site. The Belding's Savannah Sparrow is normally closely associated with Salicornia marshlands. Good nesting populations of this species have been recorded at the Kendall-Frost Mission Bay Preserve and in the San Diego River flood control channel (Massey, 1977). This species is a resident of local marshlands and two were sighted onsite in the central marsh area during an earlier survey (MSA, 1983). This species could potentially nest onsite but this has not been documented. The habitat is very marginal compared to that which exists in the adjacent flood control channel.

The Northern Harrier, Burrowing Owl and Short-eared Owl could utilize the site for hunting. All of these species are considered declining in the San Diego area (Everett, 1979) as well as statewide (Remsen, 1979).

Issue

Will the use of the eastern 25-acre lease expansion adversely affect sensitive biological resources.

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The proposed development will eliminate the disturbed, ruderal habitats east of the existing theme park. The loss of this acreage reduces available wildlife habitat in the area including hunting areas for a number of declining raptors (Northern Harrier and Short-eared Owl). Potential nesting habitat for the Burrowing Owl will also be lost as well as nesting habitat for Killdeer.

In its current state, the lease expansion area is not considered suitable nesting habitat for California Least Terns, and has not historically been used as such. The planned development of the area would thus not impact existing nesting habitat, but would preclude the creation of potential nesting habitat in the future.

The development of the new lease area will eliminate the small extent of coastal salt marsh present onsite. This loss represents a minor reduction of potential Belding's Savannah Sparrow habitat within the region.

Significance of Impacts

The loss of the disturbed habitats within the new lease area do not represent a significant adverse affect. The site potentially supports species such as the Burrowing Owl or Least Tern predator. Because the presence of this species would conflict with the goals of providing Least Tern nesting sites within the Mission Bay area, the loss of potential Burrowing Owl habitat is not considered significant. There are ongoing negotiations between the City of San Diego and the wildlife agencies to resolve the number and locations of Least Tern nesting preserves in Mission Bay. The upland habitat present onsite could, if renovated and enhanced, potentially be utilized for Least Tern nesting. However, the site is not a current or historical nesting site for Least Terns, and is not presently being considered as a future nesting site. The development of this area for a parking lot as proposed is not considered to have any significant impact on Least Tern habitat.

The loss of the marshy habitats onsite is not considered significant. The South Shores Master Plan EIR (MSA, 1983) noted that the loss of these areas may be inconsistent with the wetlands preservation policies of the California Coastal

Commission and U.S. Fish and Wildlife Service. However, the Mission Bay LCP calls for marsh enhancement and the City of San Diego is currently working to resolve specific wetlands issues in Mission Bay as part of the LCP process. The marsh areas onsite do not warrant preservation because they are marginally developed, disjunctive from each other, and are expected to support limited wildlife use.

Mitigation

For final resolution of the issues, refer to the Summary.

No significant impacts to sensitive biological resources would be associated with use of the 25-acre lease expansion area, and no mitigation measures are necessary.

Issue

Will the proposed Perez Cove Marina expansion result in any adverse effects to the California Least Tern?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

The marina development would eliminate some shallow surface water area which could be utilized as foraging habitat by the endangered California Least Tern. At the same time, the marina would provide an attractive protective habitat for small fish which are the mainstay of the Least Tern's diet. An increase in boat use in the bay due to the marina would potentially reduce foraging success of Least Terns by disturbing the upper water layer and driving the tern's prey species to inaccessible depths. Another potential effect of the marina development is the noise created by the increased boat use in the immediate area of a Least Tern nesting preserve across Pacific Passage at Stoney Point.

Significance of Impacts

The marina development does not adversely affect the currently proposed Least Tern Management Plan for Mission Bay. The reduction of surface water foraging habitat for the California Least Tern is not considered a significant effect due to the extent of nearshore shallow habitats about Mission Bay and in the adjacent San Diego River flood control channel. Previous observations of Least Tern foraging behavior would indicate that the species will occasionally forage about marinas, but such areas are not preferred foraging habitats (WESTEC Services, 1980; Massey and Atwood, 1981).

The increase in the type of boat use associated with a marina is not expected to cause significant adverse effects to the Least Tern or the nearby nesting preserve. At any one time only a percentage of the boats in the marina would be active in the bay and those boats are generally not the type which potentially disturb surface waters to a significant degree such as speedboats for water skiing. Currently there is no evidence to suggest that surface water habitat is a limiting resource to the recovery of the Least Tern in Mission Bay (Jehl, 1979). Also, given the types of boats associated with a marina and the existing boat use in the bay, the noise associated with the increased boat use is not considered significant. Traffic noise on major roadways and aircraft at Lindbergh Field and NAS North Island have not deterred the species from nesting adjacent to these facilities in the past.

Mitigation

For final resolution of the issues, refer to the Summary.

The proposed marina expansion would not have any significant adverse impacts on the Least Tern, including the nesting preserve at Stoney Point and foraging capabilities. No mitigation measures are necessary.

D. VISUAL/LANDSCAPING

Recent revisions associated with this issue have been incorporated into the Summary.

Existing Conditions

Sea World occupies relatively low coastal lands on Mission Bay. The theme park, excluding the PSA tower which is visible from all parts of the bay, can be seen from nearby Interstate 5. The freeway offers a fairly broad, flat view of the property. Sea World is also visible from adjacent roadways, many of which are elevated ramp-type interchanges. Sea World's visual exposure, from a distance and also close-up, is designed to be attractive and aesthetically pleasing. Effort is placed upon maintaining its visual appeal to both visitors who enter the site and passers-by, who someday may visit. Landscaping has accordingly been designed to be aesthetically pleasing, act as a visual barrier between the parking lot and off-site locations as well as between the theme park and parking lot, and conform to the Mission Bay Park Design Principals. Additionally, vegetation is designed to be well suited to the sandy soils and microclimate of Mission Bay and be affordable to plant in large quantities.

Landscaping within the parking lots are varied. On the asphalt paved portion of the theme park's parking lot rustyleaf fig (Ficus rubiginosa) is planted intermittently (see Figure 2-3). In the park's overflow parking areas where decomposed granite paves the lot, New Zealand Christmas trees (Metrosideros excelsa) are planted at 50 foot intervals in three east-west trending rows. Along Perez Cove Way and the perimeter adjacent to Sea World Drive a vegetative mix is designed to screen views into the property. Planted here are varieties of eucalyptus (Eucalyptus ssp.) and acacia (such as Willow Acacia (Acacia saligna)) and pampass grass (Cortaderia jubata). The intent of these larger, denser species is to create a complete visual barrier upon maturation of the species. While this has not yet been achieved, recent barrier plantings are expected to block onsite/offsite views of the property in the future.

Landscaping around the Atlantis is extensive and includes many ornamental varieties. Since no effective change will occur to the restaurant, the plethora of species need not be listed. Barrier planting occurs along the Atlantis Restaurant and parking area. The New Zealand Christmas tree, tobira (Pittosporum tobira), mock orange (Philadelphus sp.), Monterey pine (Pinus radiata), Torrey pine (Pinus torreyana) and various eucalyptus varieties all provide

landscape buffering. Between the Atlantis and Ingraham Street barrier planting restricts both visual and noise access.

The Mission Bay Park Master Plan recommends development be guided by the "Mission Bay Park Design Principals" and its supplement, "Instructions to Lessees Covering Preparation and Submission of Construction Plans." Among general guidelines, an entire section is devoted to landscaping. Sea World incorporates many of these recommendations into their landscaping plans.

In the adjacent areas surrounding Sea World visual quality is quite varied. To the east South Shores remains an undeveloped, vacant, low coastal expanse of land planned for future parkland, some commercial uses, and boat launching facilities. According to the draft South Shores Master Plan, Sea World's property will be adjoining some parking area and open parkland. Recent proposals including the possible relocation of the San Diego Mission Bay Boat and Ski Club to South Shores and minor boundary adjustments along the eastern border of Sea World may alter the draft South Shores Plan. Extensive freeway vegetation exists to the southwest of Sea World due to the numerous roadways, freeway-like interchanges and ramps. Because several of these roads parallel the border of Sea World, they effectively act as additional landscape buffering.

Plans to replace the Ingraham Street Bridge in FY 1985 will result in the loss of landscaping in the area if the intersection of Ingraham Street and Perez Cove Way is realigned. While designs have not been finalized, this realignment is expected. Bridge construction will also affect land underneath the bridge, where newly created land may be planted with landscaping. Land uses here have also not been decided and may not be until late 1984 or early 1985. Alternatives include a pedestrian walkway, a bikeway, additional parking area, a maintenance and emergency vehicle access road or a fishing locale. With most of these options landscaping would most likely be used to enhance the visual aspect of the land use.

Issue

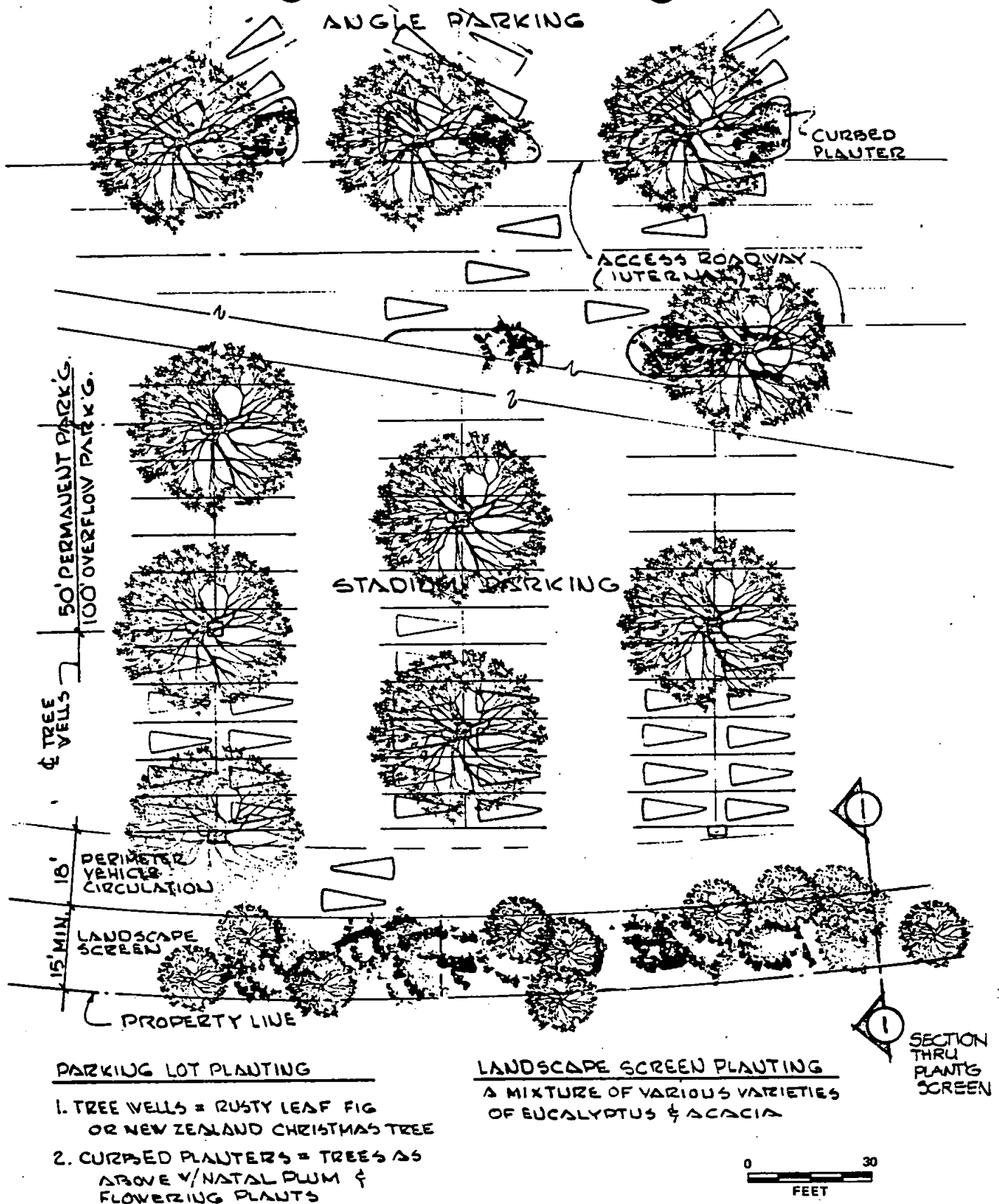
Will landscape treatments along the project boundaries maintain and enhance the beauty of Mission Bay Park? Will border landscaping be well integrated with street, bikeway or other required improvements?

Impact

Recent revisions associated with this issue have been incorporated into the Summary.

Sea World plans on continuing their present landscaping policy and direction with the exception of pampass grass. No pampass grass would be added under the proposed Master Plan. Landscaping within the theme park itself, entrance to which requires an admission fee, would be similar to the present landscaping. The exhibit area is not generally visible from offsite locations and thus does not affect the visual quality of the area. Perimeter landscaping is designed to provide a visual barrier from adjacent roadways. This intent also applies to the perimeter of the maintenance yard and plant nursery, the exterior of which will be densely landscaped. Additional plants have recently been added to the existing perimeter to enhance the effectiveness of screening. New perimeters (adjacent to the 25-acre lease expansion) would be planted in a similar manner as development occurs on this new lease area. The perimeter landscape screen would be 15 feet in width. Acacia and eucalyptus would be planted approximately every 6-1/2 feet, resulting in a tall tree every 3-1/4 feet. Figures 4-9 and 4-10 show the proposed parking lot and perimeter landscaping concepts. Barrier planting along the eastern perimeter would approximate the southern perimeter landscaping.

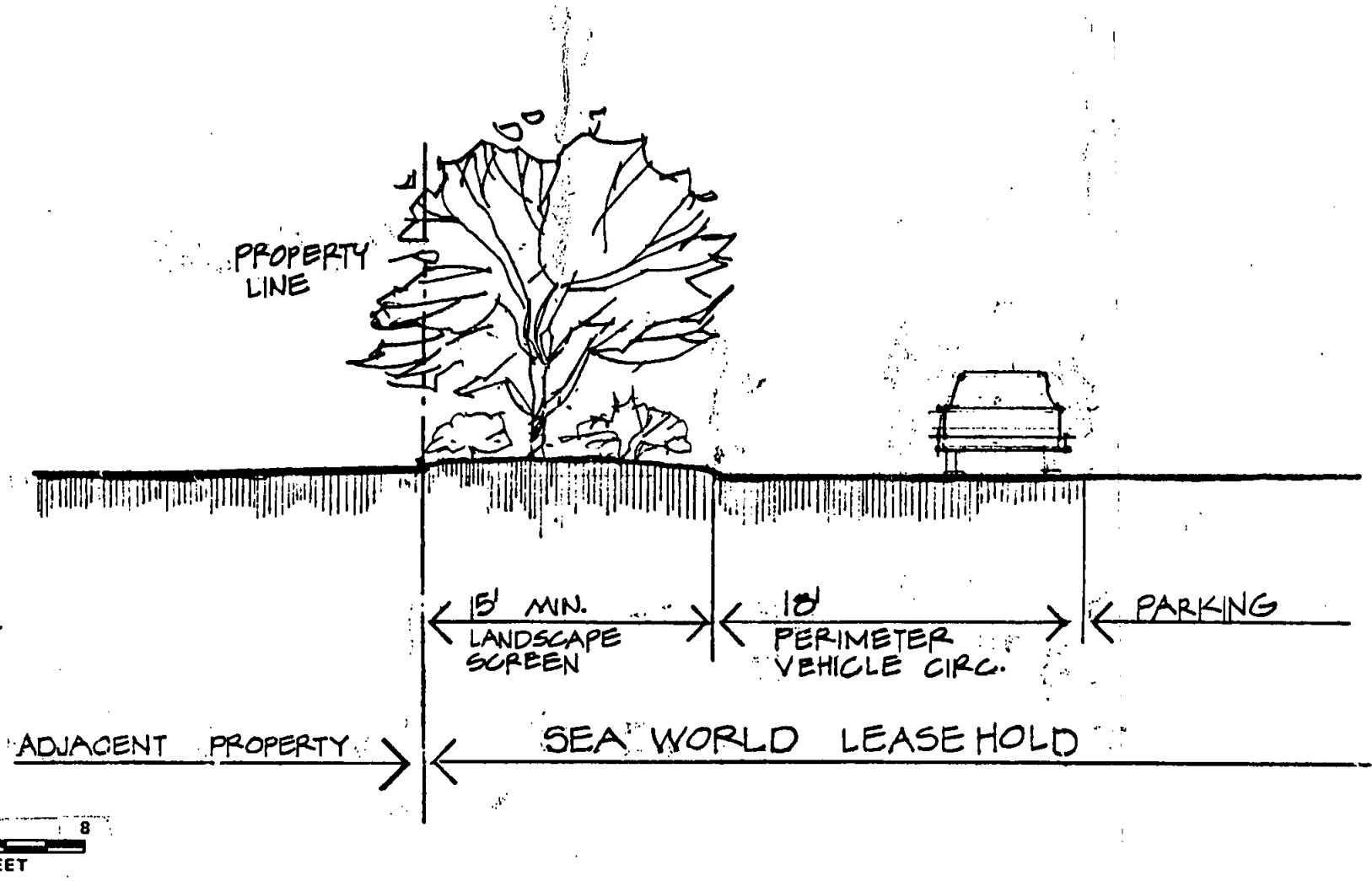
Interior parking lot landscaping would be maintained. The recently acquired 25 acres to the east and the unimproved section east of the main entrance would be parking areas planted similarly to the existing decomposed granite parking lot. New Zealand Christmas trees (Metrosideros excelsa) or rustyleaf figs (ficus rubiginosa) would be planted within these parking areas. Curb planters would contain the above trees as well as natal plum and a variety of



Sea World Parking Lot Landscape Plan

**FIGURE
4-9**





Section Through Landscaping Screen

FIGURE
4-10

flowering plants. While the central and waterfront landscaping at the Atlantis will remain unchanged, the landscaping along Ingraham Street will necessarily be altered due to the bridge replacement. Landscaping plans for this perimeter have not been finalized, but because of the existing extensive landscaping in the Atlantis vicinity, no impacts are expected with bridge replacement. Hotel landscaping has also not been finalized, since the details of the hotel design are still in process. This landscaping would be expected to compliment the tourist-oriented appearance of the hotel. Because Sea World's Master Plan covers a lengthy 50 year period, many of the specifics remain in the conceptual stage to be finalized at the project level.

Phasing of landscaping would be concurrent with development according to Sea World's Master Plan. Most of the landscaping would be planted in the first phase, scheduled to begin upon Master Plan approval. In Phase One the new main entrance and hotel would be built, the marina addition would be constructed as well as two parking areas to the southeast of the exhibit area, dry boat storage would be converted to office space and parking area, and the exhibit area would be expanded as outlined on Table 2-2. Thus landscaping improvements would be provided as development proceeds in these areas. Phases Two and Three mainly encompass exhibit area improvements to the interior of the theme park.

The Environmental Quality Division of the City of San Diego has expressed concern over the extent of perimeter and parking lot landscaping. Along Perez Cove Way and Sea World Drive the existing planted areas currently afford views into the large parking lot. While Sea World has no present plans to add more trees to the existing parking lots, visual access to these lots will be prevented once the trees and bushes along the roadways reach maturity. Additionally, extensive recent planting of young shrubs will grow to block this visual access. The length of this time is dependent upon climatic conditions and the levels of care given to the vegetation. Sea World has an active landscaping department providing maintenance and replacement services to assure the quality of landscaping remains high. The two new parking lots would receive the same level of care. Over the short term, until the perimeter landscaping is established, the new parking areas in the eastern 25-acre lease

expansion area would likely be visible from offsite locations (particularly South Shores and Sea World Drive). The improvement of this internal area would be phased as necessitated by increases in attendance, and would be likely to take the entire 50 year lease period for full development. As parking lot construction proceeds, the lot would be planted with New Zealand Christmas trees placed 50 feet apart. While these trees would provide some visual relief from the expanse of paving, their placement would not eliminate the visibility of the large surface area of the lots. The perimeter landscaping at maturity, however, is expected to ultimately provide a visual buffer screening the lots from view.

Significance of Impact

The new parking lot areas at Sea World would be visible from adjacent offsite areas until the planned perimeter landscaping matures sufficiently to provide a visual screen. The parking areas would be planted to break up the expanse of paving surface, which will help to "soften" the views of the parking lot areas. Additionally, paving would be phased over several years rather than completed at once allowing additional time for barrier vegetation to mature. The proposed parking lot development may result in short term impacts until the landscape screening is established, but no significant impacts are anticipated if perimeter landscaping is planted as indicated on the Master Plan.

Mitigation

For final resolution of the issues, refer to the Summary.

The Sea World Master Plan has incorporated a landscaped perimeter along the entire eastern and southern leasehold boundary. The species proposed for this landscaping would be similar to the plant palette used along the southern perimeter of the existing leasehold. Detailed designs should be provided to the City for review prior to implementation. This proposed barrier planting would ultimately screen the parking lots from adjacent offsite areas, and would mitigate any potential for impacts to insignificance.

E. GEOLOGY

Recent revisions associated with this issue have been incorporated into the Summary.

Existing Conditions

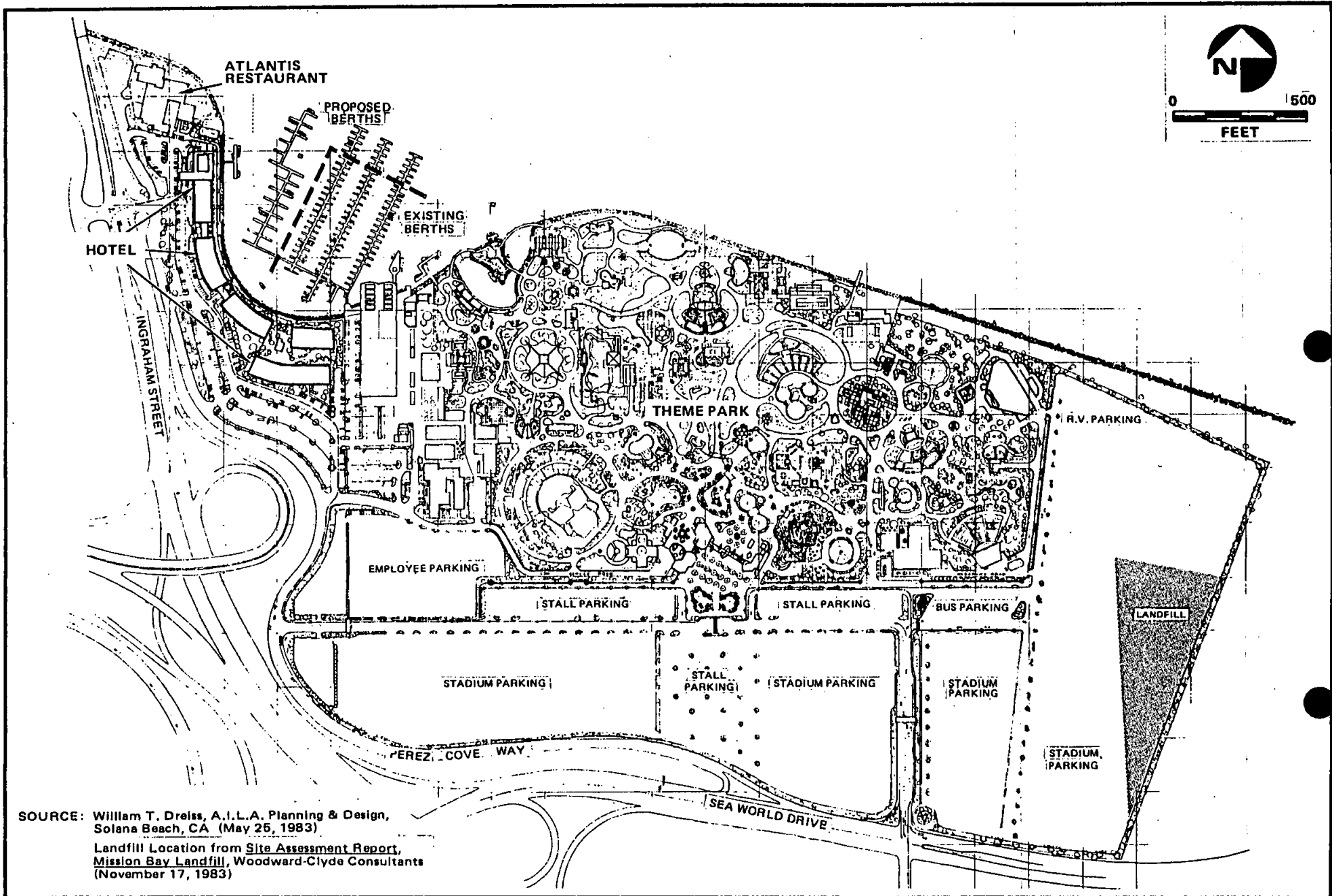
Sea World's additional 25-acre lease area proposed for use as a parking lot is situated east of Sea World's currently developed boundary and is bounded to the north by Mission Bay and to the south by Sea World Drive. The site is relatively flat ranging in elevation from approximately 13 to 21 feet above mean sea level. An extensive site-assessment report of the Mission Bay Landfill, which partially extends onto the subject parcel, was prepared by Woodward-Clyde Consultants (1983) and has been reviewed for this project.

The 25-acre lease expansion area is underlain by alluvial deltaic soils. This alluvium consists of interbedded silty sands, silts, and clays. This layer extends to a depth of about 100 feet below the existing land surface.

Above the alluvial layer in approximately the eastern-central portion of the site is a layer of landfill material (refer to Figure 4-11). The soil consists mainly of silty sand. Landfill material is mostly newspaper, wood, paper, glass, metal, plastic, grass and tree cuttings. On the average, the waste fill is about 65 percent trash debris and 35 percent silty sand. The landfill thickness is generally 15 to 20 feet.

Overlaying the proposed parking lot site is hydraulic fill (dredged material) varying in depth from 1-1/2 to 16 feet. This fill consists of fine to medium sands and shell fragments.

The Mission Bay Landfill operated from 1952 through 1959 as a Class I disposal site. Due to the nature of the landfill there are several areas of concern with respect to the proposed parking lot site.



Approximate Landfill Boundaries on Project Site

FIGURE
4-11

Methane Generation: The Mission Bay Landfill site is currently generating methane gases. Methane is a highly explosive gas produced through the decomposition of the landfill's materials. A combustible condition can be created if the gas is allowed to accumulate in subsurface voids or "pockets" covered by impervious structures (buildings, parking lots, roads, etc.). Under existing conditions the methane which migrates to the surface is able to disperse gradually because there are no structures restricting the flow of methane into the atmosphere. Therefore, the site is not presently considered an explosive threat.

The rate of methane generation will change according to the landfill's moisture level, and the varying decomposition rate of waste materials. An increase in the water infiltration rate would increase the decomposition rate and thereby produce more methane.

Migration of methane gases towards the surface is not always vertical. Some outward migration is possible, therefore methane can be located outside the landfill boundaries. Migration of methane at the Mission Bay landfill could occur within an approximate 100-foot radius.

Settling: An additional concern with construction over landfill areas is differential settling of landfill material. Differential settling occurs as a result of the varying decomposition rate of landfill waste materials; settling within a landfill will not be uniform. An accelerated rate of decomposition, which might be caused by an increase in the water infiltration rate affecting moisture content, would generally increase settling. Due to materials with varying decomposition rates, settling within the Mission Bay landfill is expected to continue for 50 to 100 years (Woodward-Clyde Consultants, 1983).

Toxic Materials: Although there is a wide variety of chemical substances within the Mission Bay landfill, the chemical analyses of the landfill site concluded that heavy metals and hazardous organic chemicals are not present in unusually large concentrations. Health hazards to humans from the Mission Bay Landfill waste are not considered significant. The conclusion is based on the following factors: 1) low potential for migration of chemicals; 2) few

pathways to human exposure (inhalation of gases or contaminated dust particles, and outer body contact); and 3) low concentration of contaminants within the landfill site (Woodward-Clyde Consultants, 1983).

The landfill wastes are potential contaminants to aquatic organisms in Mission Bay. If migration of chemical substances were to occur, and toxic levels were reached, the marine organisms could be adversely affected. The landfill is not currently considered a source of hazardous levels of contaminants into Mission Bay. However, semi-annual monitoring of water quality and testing for priority pollutants adjacent to the landfill is recommended by the Woodward-Clyde study to provide data on any future release of chemical substances.

Issue

Will the existence of an abandoned landfill under portions of the easterly 25-acre lease expansion present constraints to use of this land?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

Development over the majority of the 25-acre lease expansion would not be subject to any constraints associated with the landfill. However, for that portion of the expanded lease area underlain by the old landfill (Figure 4-9) and an approximate 100-foot radius around it, some restrictions on use would be required. The three areas of potential concern are addressed in the following paragraphs, including accumulation of methane gas, differential settling and contact with toxic materials.

Methane Gas: Methane gas can accumulate under conditions where the ground is covered with an impermeable surface, which effectively "caps" the methane release. Impermeable conditions can be associated with buildings, various types of paving or other structural improvement over the landfill area.

The master plan for Sea World as proposed would use decomposed granite (dg) as a surface cover for the parking lot in the 25-acre expansion area. A dg surface is relatively permeable, and would not substantially restrict gas movement through the surface such that it can dissipate into the air. The composition of the dg surface will determine the actual permeability of the parking lot. Because this portion of the parking area would not be improved until a later phase (5-10 years) additional information regarding the paving material would need to be provided prior to development.

If asphalt or concrete surfaces were to be used in this parking lot area, there would be a potential for accumulation, trapping, and migration of methane gas due to the impervious nature of the surface material. These materials could pose potential adverse impacts. Under these conditions a mitigation program such as monitoring the methane would be required in order to minimize the potential for adverse health and safety impacts. It is recommended that additional studies be undertaken to provide detailed site-specific information concerning possible methane impacts.

Settling: Areas of differential settling may occur at the landfill due to varying decomposition rates of the organic materials and could affect the portion of the parking lot over the landfill. This settling would be gradual and there would be no constraint to use of the area as a parking lot, although it may create a need for increased maintenance of the parking lot.

Toxic Materials: During site grading, toxic materials could be exposed if cutting occurs below the hydraulic fill and into the landfill. No detailed grading plans are available at this time, but Sea World anticipates that grading for the parking lot would involve only a fill operation. No impacts would be associated with minor filling over the landfill, such as would be necessary for parking lot construction. If cutting is employed, additional testing to more accurately determine the landfill's depth in this location would be necessary. If it were determined that cutting would penetrate the landfill site, safety precautions would likely be required. These could include recommendations that workers wear protective clothing such as gloves and masks, and that there be monitoring for toxic and explosive gasses. No problems are anticipated if grading involves only fill or does not penetrate the landfill.

Exposure of humans could possibly occur through deep-rooted trees which penetrate the landfill. Depending on the depth of excavation, planting the trees could bring to the surface contaminated soil, or chemicals could migrate towards the surface. Gardeners could potentially be adversely affected, therefore it is recommended that they wear protective clothing such as gloves.

In accordance with California state law, a minimum 2 foot cover is required over the landfill. Generally, the hydraulic fill is greater than the required cover, however, an investigation should be conducted to determine areas where the cover may be less than 2 feet. These areas should be covered with compacted fill.

Significance of Impacts

Methane Gas: Methane gas buildup could create potentially significant impacts due to coverage of the landfill area with impervious structures, as an accumulation of a combustible level of methane could occur. If permeable surface materials are used (such as dg, as currently proposed) which would allow methane gas to gradually dissipate and not accumulate under the surface, no significant impacts would occur. However, until the actual paving materials are specified (at the time construction is planned) there is considered to be a potential for significant impacts.

Settling: Differential settling is a potential impact to pedestrian and vehicular use of the land. However, because of the varying rate of decomposition of landfill materials, differential settling should be gradual. Given the overlying land use; a parking lot covered with dg, significant impacts would not occur.

Toxic Materials: Minimal impacts are expected from toxic materials because of the low potential for human contact. However, if the landfill is penetrated, through grading operations or landscaping activities, potentially significant impacts could result.

Mitigation

For final resolution of the issues, refer to the Summary.

It is recommended that the parking lot allow sufficient openings for methane gas to escape. This can be accomplished by paving the parking lot with a permeable surface (such as dg), as well as planting vegetation. These measures, which have been included as part of the project, would reduce the potential impact that would be associated with methane buildup. If the landfill is penetrated, monitoring of methane would likely be recommended, and other hazardous vapors could need to be monitored using an indicator sampling, or continuous monitor alarms.

Prior to construction of a parking lot over the landfill and areas immediately adjacent to the landfill (Figure 4-9), additional studies should be completed, and their recommendations followed by Sea World. Some items to be addressed are: 1) permeability of the materials to be used in the parking lot surface; 2) changes in methane gas migration patterns, including cumulative impacts from this project and the hotel project on the east end of the landfill; 3) monitoring procedures proposed to check methane concentration at and near the parking area over time (if necessary); and 4) any safety precautions considered necessary during construction of the parking lot.

The requirement for detailed studies at the time any grading or construction over the landfill is to occur should be made a condition of the master plan, to assure that potential impacts would be considered. All recommendations of the supplemental study necessary to avoid impacts should be required to be implemented prior to grading or construction. These requirements would permit mitigation of the potential impacts to insignificance.

F. DRY BOAT STORAGE

Recent revisions associated with this issue have been incorporated into the Summary.

Existing Conditions

The "Local Coastal Program Addendum of the Mission Bay Master Plan for Land and Water Use" cites an inadequacy of existing dry boat storage areas (page 24). The addendum, published in January of 1982, states the provision of over 4500 dry storage spaces by private marinas in Mission Bay Park. No dry boat storage demand figures are cited. The Plan recommends on page 24:

including "provision for dry storage of boats in any future marina leases" (p. 86 Mission Bay Master Plan). Public moorings in Mariner's Basin Santa Barbara and San Juan Coves, are due to be evaluated for future phasing out as the demand for recreation water grows and additional private storage areas become available (p. 85 Mission Bay Master Plan).

Currently there exist approximately 820 dry boat storage spaces in Mission Bay. These spaces are identified on Table 4-3. Dry boat storage facilities are available at several commercial leaseholds in the park. Campland on the Bay, located off of Rose Creek Inlet on Pacific Beach Drive, is presently storing a total of 294 craft. While they have capacity for approximately 408 craft, 80 of these spaces are normally allocated to recreational vehicle storage. In Campland's uncovered lot most of the stored sailboats are catamarans, a wide, twin-hulled sailboat. The indoor storage is limited to power boats up to 22 feet in length. Campland has a launch service for this storage facility. The catamaran storage lot has a high occupancy rate of almost 100 percent year round and stores catamarans up to 20 feet in length. Mission Bay Marina, located on Quivara Way in the southwest corner of the bay, stores up to 50 boats of a maximum 31 feet in length.

Sea World is presently storing 76 power boats between 16 and 20 feet in length, 33 power boats between 21 and 24 feet, and 4 power boats between 25 and 28 feet. Of their stored sailboats, one is between 20 and 24 feet and the other is between 25 and 28 feet in length. Sea World's facilities are located on the southeast shore of Perez Cove and extend south by about 325 feet. The covered warehouse-type building of approximately 40,000 square feet and the parking lot south of it hold up to 130 boats and are filled

Table 4-3

MISSION BAY PARK DRY BOAT STORAGE FACILITIES

	<u>Sailboats</u>	<u>Power Boats</u>	<u>RVs</u>	<u>Total</u>	<u>Capacity</u>	<u>Normal Winter Occupancy Rate</u>	<u>Normal Summer Occupancy Rate</u>
Sea World Marina Covered and Uncovered	2	113	0	115	130	90%	100%
Campland on the Bay Uncovered Lot	12	48	60	120	160	70%	80%
Inside Warehouse	0	84	0	84	98	70%	100%
Uncovered Catamaran Lot	150	0	0	150	150	95%	100%
Mission Bay Marina Uncovered Lot	20	20	0	40	50	50%	100%
Beach Mooring Bars Mariner's Basin					80		
Santa Barbara Cove		N/A			75	N/A	
San Juan Cove					55		
Santa Clara Cove					25		
Average						75%	96%
TOTAL					823		

to capacity in the summer. The boats here range in size from 16 to 28 feet and rest on their own trailers. During winter months dry storage occupancy drops by, at most, 10 percent. Launch facilities are available to these crafts, as well as to the general public, by an overhead hoist, or crane launch. Eighty percent of the dry boat storage customers use the launch facilities. The crane is restricted to power boat users only and can hold a maximum of 1-3/4 tons and 23 feet in length. Although both dry storage customers and the general public pay a fee for this launch service, the fee to the General Public is much higher, resulting in a low general public usage rate of approximately 18 launches per year. Conversely, marina customers use the launch approximately 450 times per year. The operation rate is approximately five to ten launches per day in the summer and two to four launches per day in the winter. Sea World originally acquired the dry boat storage facilities when it first leased the marina lands. In addition to the storage facilities they acquired a boat sales and repair operation. While Sea World never considered operating the storage facilities on a permanent basis, in the short term this was their highest and best use.

The last four facilities listed on Table 4-3, the beach mooring bars, are operated by the City of San Diego and will be limited to boats up to a maximum of 10 feet in length and 4 feet in beam (width) on December 31, 1984. These moorings are designed to provide shore boat, or tender storage, for individuals having a vessel at an authorized mooring in the waters of Mission Bay Park. The craft moored on the bars include dinghies providing access to larger boats anchored in the bay, which is the intended use of the moorings, and catamarans, which will be prohibited beginning December 31, 1984.

No boats may be stored on any other Mission Bay beaches and, as of the summer of 1984, beached boats have been ticketed with citations. Beach use is being more strictly regulated since the prolonged storage of a large number of boats on the beaches obstructs other uses and views, prohibits beach cleaning, and causes excessive noise as the wind slaps the halyards against aluminum masts. Use of the beaches for dead storage of abandoned boats also creates safety hazards. A Subcommittee on Boat Beaching and Storage, formed in 1983 to investigate the prolonged beach storage of boats, initially

determined that a contributing factor was limited acceptable dry boat storage. In their subsequent research of the issue they established that the boats being stored on the beaches were catamarans and similar small sailboats. They also established that Mission Bay Park storage space for these boats:

was sufficient to handle current needs. The Subcommittee agreed that at some point in the future, more storage space may be required. When an additional need is identified, the Mission Bay Park Committee can address the question of potential locations and the means for providing the storage capacity. Following the presentation from the Subcommittee Chairman, the Mission Bay Park Committee unanimously passed a motion that the Committee forward to the Park and Recreation Board the finding that there is sufficient dry boat storage area within Mission Bay Park available on leased property to handle the present needs (minutes from report to the Park and Recreation Board, October 10, 1983).

The storage space for catamarans and similar types of boats may also be used by other boats, although catamarans are generally limited to specific storage space due to their wide beam. Given dry boat storage facilities' high summer occupancy levels and the increased number of boat owners looking for storage for their boats that will be displaced from the mooring bars and beaches, a corresponding rise in dry boat storage demand can be expected as early as this summer and assuredly by the summer of 1985.

Alternative forms of dry boat storage are available. Outside of Mission Bay, boat storage facilities and self serve storage warehouses are available. A boat owner may store their boat in a garage or backyard. Facilities of this type do not work well for boats over 25 feet or catamarans, since the bulk of the boat and/or mast is awkward on a trailer. Whether these and other alternatives would satisfy the expected demand for dry boat storage can only be assessed by examining such market dynamics as the availability, cost and convenience of alternatives, how changes in the supply affect the number of boatowners seeking dry boat storage, and related supply and demand factors. This type of market information is not readily available and is beyond the scope of this document.

Issue

Would the deletion of dry boat storage facilities from Perez Cove adversely affect the adequacy of such facilities in Mission Bay.

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

Sea World's Master Plan includes removal of 130 dry boat storage spaces. The spaces are presently being rented by owners of 113 power boats and 2 sailboats. Of the power boats, 109 are under 25 feet and thus can be easily transported by trailer. They could be stored elsewhere, either on or off a trailer, given suitable facilities. Four power boats between 25 and 28 feet in length and two sailboats between 20 and 28 feet would not be as adaptable to relocation. The sailboats' masts could need to be removed during transportation and storage and both types of boats could require hoist facilities rather than launch ramps when entering or exiting the water. Some of the boats could be stored in the new 200 water slips that Sea World plans to build, although this type of storage is not equivalent in kind to dry boat storage, and is not considered a replacement for dry boat storage.

The lower winter occupancy rates at Campland on the Bay and Mission Bay marina would allow storage for some of the displaced boats, but not all. Approximately 25 boats would be left without spaces. There is virtually no summer storage space available to store the displaced Sea World boats. Since all dry boat storage facilities would then be at capacity year round, an impact to dry boat storage customers, who would be forced to seek alternative forms of storage outside of Mission Bay Park, would occur. Because the availability of alternatives is not known and is not within the scope of this EIR, how well the market in the San Diego region can supply these displaced dry boat storage customers is not known.

In the long term the loss of 130 spaces represents a cumulative impact to dry boat storage in Mission Bay. All of the land allowed to be leased in Mission Bay Park is being leased, and thus no more would be available to be leased for dry boat storage. Furthermore, as the San Diego region grows, the visitor use of Mission Bay Park also grows. The park's main recreational orientation centers around water activities. The demand for support facilities for water activities, such as dry boat storage, can only be expected to increase over time. Finally, assuming offsite storage facilities can meet the increasing demand for storage in the future, new adverse effects would be created by offsite facilities. Traffic into the park would increase due to the "double-car" effect of pulling a boat trailer. The same effect would apply to parking availability. Launch ramps could also experience breakdowns in levels of service, since public ramps would be used in place of private hoists or ramps.

Significance of Impacts

The Mission Bay Master Plan states an inadequacy of existing dry boat storage facilities, although no statistics regarding actual demand are available to document this shortage. The Master Plan also does not explicitly nor implicitly prohibit the removal of dry boat storage facilities. A subcommittee of the Mission Bay Park Committee researched dry boat storage facilities in 1983 and stated they were adequate. Given conflicting data, the only real market indicators available are the estimates listed in Table 4-3. A shortage of existing facilities appears imminent during the summer months and possibly during the winter months. The magnitude of these shortages is impossible to predict without further market analysis. Sea World's facilities represent 16 percent of the total available dry boat storage in Mission Bay. This storage space is a significant portion of that total, and while offsite space may be readily available, the loss of Sea World's 130 spaces represents a significant impact to Mission Bay Park dry boat storage facilities on a cumulative basis.

Mitigation

For final resolution of the issues, refer to the Summary.

No mitigation measure is available to Sea World other than the alternative of providing dry boat storage in its present form, as described in Section V on Alternatives. A mitigation measure available to the City of San Diego involves amendment of the South Shores Master Plan to include dry boat storage facilities managed by the San Diego Mission Bay Boat and Ski Club. The South Shores Master Plan is already in the process of being amended to include the proposed relocation of the boat and ski club. At their present location and according to their lease with the City of San Diego, the club offers approximately 50 dry boat storage spaces to its members. The demand is high for storage space and is a main factor in attracting members. The club is quite amenable to offering more dry boat storage space to not only members but also to the general public. If the club's lease with the City of San Diego were to be amended to include more dry boat storage facilities, the loss of Sea World's spaces could be mitigated to insignificance.

G. AIR QUALITY

Recent revisions associated with this issue have been incorporated into the Summary.

Existing Conditions

Sea World is located in the level, open coastal wetlands of Mission Bay adjacent to the Pacific Ocean and its predominantly westerly sea breezes. Air quality in this area, as well as the San Diego region, experiences seasonal variability. More stable meteorological conditions during the fall and winter reduce dispersion of atmospheric pollutants, thereby increasing local concentrations and decreasing air quality. Surface inversions, known as Santa Ana wind conditions, also contribute to high pollutant concentrations during the spring and fall.

An extensive network of roadways serve the south-central portion of Mission Bay Park, where Sea World is located. Ingraham Street and Sea World Drive border the western and southern borders, respectively. West Mission Bay Drive and Sunset Cliffs Boulevard lead into the area from the northwest and

southwest, respectively. Interstate 8 provides access from the east while Interstate 5 brings vehicles from the north and south. Vehicular traffic on these routes contribute incrementally to the degradation of local air quality.

Within Sea World itself, approximately 70 acres of parking area serves visitors to the theme park, restaurant and marina. No queues form at the Atlantis or marina.

The theme park is open to the public year-round from 9:00 a.m. until dusk. Most visitors arrive between 10:30 a.m. and 1:00 p.m. and depart between 4:00 p.m. and dusk. At the theme park, no parking fee is collected although pamphlets are distributed to incoming cars at the main entrance on Sea World Way. A second entrance is located on Perez Cove Way. Queues of entering vehicles do not form within the park itself since in such a situation the attendants will cease distributing pamphlets so that vehicles may enter unimpeded. Queues do form at the intersection of Sea World Drive and Sea World Way. In the high volume summer months of July and August queues will form on Sea World Drive intermittently between 11:00 a.m. and 12:30 p.m. The maximum queue length is 20 cars long, occurring several times during this hour and a half period. During the Christmas vacation period in late December, queues occasionally form as most visitors, taking advantage of the shortened daylight hours, depart at dusk. As a result of these infrequent and relatively short queues, little if any degradation of air quality occurs. It is anticipated that these queues will decrease with the recommended replacement of the Sea World Drive/Sea World Way traffic light, further lessening queues and therefore air quality degradation.

Issue

Would emissions from mobile sources significantly affect air quality and the ability of the region to achieve federal or state air quality standards?

Impacts

Recent revisions associated with this issue have been incorporated into the Summary.

Sea World's proposed Master Plan indicates two theme park entrances, both of which would control entry with parking lot kiosks. These kiosks are intended for the distribution of park information, not the collection of parking fees. The entrances would be located in their same present locations. Sea World expects an increase in attendance of one million visitors with the completion of the proposed Master Plan. On an average summer weekday approximately 5653 vehicles would be anticipated.

Most of these vehicles would arrive at the park by Sea World Drive, where a traffic light controls flow onto Sea World Way. The restriction of traffic flow at both the traffic light and the two parking lot kiosks may create queues as vehicles enter or exit the area. This potential is not great however, since the present flow of traffic experiences queues so infrequently and the increase in vehicles is not substantial. Nonetheless, to examine possible air quality impacts arising from potential breakdowns in the levels of service at nearby intersections and on the project site, a worst case scenario was developed using the California Air Resources Board's Emfac6D model and California composite emission rate for cars in 1990. Levels of carbon monoxide (CO), the auto exhaust emission of greatest impact to regional air quality, were calculated assuming the following vehicle operational characteristics: 22.9 percent cold starts, 21.8 percent hot starts and 55.3 percent hot stabilized. A lengthy queue of 50 cars idling for a one hour period was assumed. Wind speed was assumed at a stable 2.5 meters per second. The resulting CO concentration, including the ambient background levels, was calculated to be 3.36 parts per million, representing only 10 percent of the Air Resources Board 1 hour standard. This concentration, based on a worst-case scenario, would not impact local or regional air quality and therefore is not expected to impede the region's compliance of federal or state air quality standards.

Significance of Impact

The calculation of potential carbon monoxide levels occurring at Sea World indicated that under the worst case assumptions, level would be far below the standard. No significant air quality impact would be associated with the proposed Master Plan.

Mitigation

For final resolution of the issues, refer to the Summary. No mitigation is necessary since no impacts were identified.

V. ALTERNATIVES

The proposed project has been determined to have one significant unmitigable impact: a cumulative impact to Mission Bay Park dry boat storage facilities resulting from removal of Sea World's dry boat storage facilities. Thus, in accordance with CEQA, the following alternatives are offered which would avoid or reduce to insignificance the impacts associated with Master Plan implementation.

A. NO PROJECT ALTERNATIVE

Under this alternative, Sea World's Master Plan would not be implemented. The theme park would not be expanded but would instead remain at its present size. Dry boat storage facilities may be retained although should Sea World need this space for an alternative use, the facilities may still be removed. The 200 proposed wet slips would not be added to the existing marina. No hotel would be built in the existing parking area between the marina and the Atlantis Restaurant. Parking lots would not be expanded as proposed, however, existing land uses may be altered to provide a larger parking area as attendance at the park increases. Sea World would have no need for the newly acquired 25-acre land lease or the 7.2-acre water lease, and the lease could be cancelled. The land lease would remain in its vacant condition until the City of San Diego designated a new use for the site. By eliminating the 25-acre area planned for parking and foregoing expansion of the exhibit area, the ultimate capacity of the Sea World Theme Park would be reduced and would probably not reach the 4 million visitors projected with the Master Plan.

Of the issues identified by the Environmental Quality Division as having the potential for significant impacts, only dry boat storage was determined to be impacted by project implementation. This was the only impact associated with the proposed Master Plan and avoidance of the impact is not assured by the no-project alternative. Should Sea World decide to retain their 130 dry boat storage spaces, a cumulative impact to the existing shortage of Mission Bay dry boat storage facilities would be avoided. This shortage is documented for the summer months and is expected to increase in the summer of 1985,

regardless of Sea World's Master Plan. While no adequate mitigation measure is available to Sea World, this impact could be reduced to insignificance by a less severe measure than adopting the no project alternative, which does not assure avoidance of impact. New dry boat storage facilities managed by the San Diego Mission Bay Boat and Ski Club in the South Shores Park east of Sea World could replace those eliminated at the Sea World Marina. This mitigation measure is discussed in Section IV-F.

B. RETENTION OF DRY BOAT STORAGE FACILITIES

Under this alternative project the existing shortage of Mission Bay dry boat storage facilities would not be further impacted by the loss of Sea World's 130 spaces. The Master Plan would remain as proposed with several key exceptions. Dry boat storage facilities would be retained under the authority of the discretionary action necessary for project approval. Since Sea World offices, support facilities, and some parking area, as proposed in the Master Plan, would thus be precluded from using the dry boat storage building, these uses would either need to be provided elsewhere or eliminated. The offices and support facilities would serve both Sea World and the hotel. The parking area would serve Sea World, the marina and perhaps overflow hotel parking. All of the land leased by Sea World has a designated use under the proposed Master Plan, i.e., there is no extra, undesignated land. Because offices, support facilities and parking areas are uses required to support a larger theme park, expanded marina and new hotel, these support facilities would need to be provided elsewhere. Either land designated for the proposed theme park expansion or for the hotel would need to be redesignated for support uses. Because hotel support facilities must be in close proximity to the hotel, the options for relocation are limited. The most feasible location would be on a portion of the hotel site. This could reduce hotel capacity by as much as 50 percent. While a more accurate estimation of the reduction is not available, a smaller hotel would not be economically acceptable to Sea World. It should be noted that under the existing lease Sea World is not required to provide dry boat storage. Should Sea World decide to use the area presently

occupied by dry boat storage for alternate uses more related to the predominant theme park character, there is no requirement for retaining those facilities. Dry boat storage is not necessary to the operation of Sea World's other facilities. Nonetheless, this alternative would avoid the cumulative impact associated with dry boat storage.

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Ed Firkins, South Shores Project Planner

Joe Pitkin, Chairman of Subcommittee on Boat Beaching and Storage

Vincent Marchetti, Project Officer

Planning Department

Kent Floro, Associate Planner

Engineering and Development

Bill Smith, Associate Traffic Engineer

Tony Bettinelli, Project Officer II

Paratransit Office

Scott Monte, Bicycle Coordinator

Harbor Patrol

Sargeant Wright

Environmental Protection Agency

Lily Wong

Fish and Wildlife Service

Jack Fancher

National Marine Fisheries Service

Robert Hoffman

Regional Water Quality Control Board, Los Angeles

David Carlson

California Coastal Commission

Debra Lee

San Diego Mission Bay Boat and Ski Club

Rich Aylesworth

Zola Heckle

Campland on the Bay, Pacific Beach

Jeff Simonis, Foreman

Mission Bay Marina

Eunice Kendall, Dockmistress

VIII. CERTIFICATION

This report was prepared by WESTEC Services, Inc. of San Diego, California. Members of the WESTEC Services professional staff and consultants contributing to the report are listed below:

James Dougherty, B.S., Environmental Science

James Elliott, B.S., Biology; M.S., Biology

Kurt F. Kline, Ph.D., Ecology

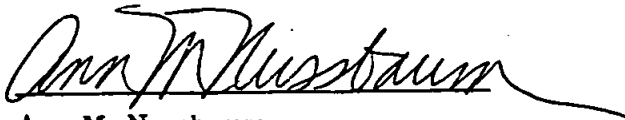
Stephen B. Lacy, B.S., Zoology; M.S., Biology

Carol Metzger, B.S., Political Economy of Natural Resources

Ann M. Nussbaum, B.A., Geography

James Federhart, P.E., Federhart and Associates - Traffic and Transportation Consultants.

I hereby affirm to the best of our knowledge and belief, the statements and information herein contained are in all respects true and correct and that all known information concerning the potentially significant environmental effects of the project has been included and fully evaluated in this EIR.



Ann M. Nussbaum
Project Manager

FINDINGS

Section 21081 of the California Public Resources Code requires that no project shall be approved when significant environmental effects have been identified unless one of the following findings can be made:

1. Mitigating measures have been incorporated into the project which reduce the effects to insignificance.
2. The mitigating measures are the responsibility of another public agency.
3. Specific economic, social or other considerations make the mitigating measures or project alternatives infeasible.

The following findings have been submitted by the project applicant as candidate findings to be made by the decision making body.

The Environmental Quality Division does not recommend that the discretionary body either adopt or reject these findings. They are attached to allow readers of this report an opportunity to review the applicant's position on this matter.

**CANDIDATE FINDINGS AND
STATEMENT OF OVERRIDING CONSIDERATIONS**

**SEA WORLD MASTER PLAN
EQD NO. 84-0160**

The following Findings and Statement of Overriding Considerations are made relative to the Conclusions of the Final Environmental Impact Report (FEIR) for the proposed Sea World Master Plan. Implementation of the project requires adoption of a Master Plan as a condition of a 32-acre, 50-year ground and water lease negotiated by Sea World, Inc. and the City Manager of the City of San Diego. These Findings and Statement of Overriding Considerations have been prepared pursuant to Sections 15091 and 15093 of Title 14 of the California Administrative Code and Section 21081 of the California Public Resources Code.

FINDINGS

- A. The Planning Commission and City Council of the City of San Diego, having reviewed and considered the information contained in the FEIR for the Sea World Master Plan and the record, find that changes have been incorporated into the project which mitigate or avoid the majority of the significant environmental effects thereof, as identified in the FEIR and these Findings.

Traffic Circulation Impacts

Impact

The increased traffic from the expansion of Sea World would create unacceptable conditions at nearby intersections. The level of service (LOS) at the Sea World Drive/Sea World Way intersection would be reduced from the existing LOS D/E to LOS E/F, and the Ingraham Street/Perez Cove Way intersection would also experience a decrease in the level of service. Sea World expansion would incrementally worsen congestion at the I-8 off-ramp to Sports Arena Boulevard/Ingraham Street, which is currently operating at LOS F.

Finding

As stated in the Conclusions of the FEIR (page 2), certain conditions of approval can satisfactorily mitigate the significant traffic impacts. Sea World, Inc. hereby commits to implementation of the following mitigation measures as specifically stated in the FEIR Conclusions.

1. Prior to occupancy of the proposed hotel, Sea World shall complete and open to traffic the following:
 - a. Improve Perez Cove Way/Ingraham Street Intersection as shown in EIR Figure 4-4 (Perez Cove Way to be 66 feet wide). (This mitigation will not be required prior to

widening of the Ingraham Street Bridge at Mission Bay Channel.)

- b. Reconstruct Driveway Access to Perez Cove Way as shown in EIR Figure 4-4 (Perez Cove Way to be 66 feet wide).
2. When the annual attendance at the theme park reaches 3,600,000 per year, Sea World shall relocate Sea World Way approximately 500 feet east along Sea World Drive and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Sea World shall also remove the old traffic signal and install new signals to City standards. This would also include the installation of sidewalks, and preservation of landscape buffers installed during earlier development phases.
3. When the annual attendance at the theme park reaches 4,000,000 per year, Sea World shall improve Sea World Drive along the leasehold frontage to half width of a six-lane primary arterial standard.
4. Sea World agrees to continue participation in the transit system.

Based upon incorporation of the above project changes into the approval of the Sea World Master Plan, the City of San Diego hereby finds that the significant traffic impacts are mitigated.

Bicycle/Pedestrian Circulation

Impact

A discontinuous system of bicycle/pedestrian pathways currently winds through Mission Bay Park. The Sea World Master Plan does not provide for improvement of the system through or along the leasehold. Not only would absence of this link be an impediment to a potentially upgraded system, but increased automobile traffic as a result of the theme park expansion would also affect safe bicycle travel along existing routes.

Finding

As stated in the Conclusions of the FEIR (page 3), bicycle/pedestrian impacts can be satisfactorily mitigated. Sea World, Inc. will provide an easement for a Class I bikeway from the required cross-over point 600 feet west of the Sea World Drive/Sea World Way intersection extending up to that intersection. Sea World shall also provide an easement to extend this Class I bikeway 500 feet to the east when the new intersection is constructed. These mitigation measures will partially mitigate the bicycle/pedestrian circulation impacts. Sea World will not actually construct the bikeway because of economic considerations and potential liability.

Urban Design/Visual Quality

Impact

The appearance of the perimeter of Sea World and its large parking lot have a major effect on the design and aesthetic quality of Mission Bay. The Sea World Master Plan contains only limited and inadequate detail on proposed landscaping, signing, major entry treatments, fencing and lighting. Without greater attention to design features as part of the Sea World Master Plan, an attractive interface of Sea World with the remainder of Mission Bay Park cannot be assured.

Finding

As stated in the Conclusions of the FEIR (page 3), urban design/visual quality impacts can be satisfactorily mitigated. Sea World, Inc. has prepared five exhibits and one overlay exhibit which have been reviewed and approved by the City Planning and Property Department as partial mitigation of urban design/visual quality impacts. Sea World, Inc. hereby agrees to incorporate these design features as conditions of approval. While these attachments to the Master Plan are presently incomplete regarding the extent of detail requested by the City, development of the Master Plan will be over a 50-year period, throughout which individual projects will be reviewed and approved by the Planning Department prior to implementation. The five exhibits are included and the overlay is on file with the Planning Department. Based upon incorporation of the above project changes into the approval of the Sea World Master Plan, and Sea World's commitment to future review, the City of San Diego hereby finds that the significant urban design/visual quality impacts are partially mitigated.

Biological Resources

Impact

Expansion of the Sea World Marina would eliminate approximately 6250 square feet of eelgrass. Although the loss is a minor percentage of the total eelgrass within Mission Bay, any loss is considered significant because of its limited distribution in southern California waters.

Finding

As stated in the Conclusions of the FEIR (page 3), biological impacts can be satisfactorily mitigated. Sea World, Inc. hereby commits to a revised dock design, as shown on EIR Figure 4-8, to mitigate eelgrass impacts. A detailed dock design shall be submitted to the Environmental Quality Division for review prior to marina expansion, and the revised design shall be incorporated into the marina expansion plans. Based upon incorporation of the above project changes into the approval of the Sea World Master Plan, the City of San Diego hereby finds that significant biological impacts are mitigated.

Dry Boat Storage

Impact

Implementation of the Sea World Master Plan would eliminate 150 dry boat storage spaces, 18 percent of the total spaces available within the bay. The Mission Bay Master Plan cites an existing inadequacy of spaces which would thus be exacerbated by expansion of the Sea World facilities.

Finding

The Conclusions of the Final EIR state that no mitigation is available for the loss of dry boat storage spaces.

Analysis in the FEIR concludes that no other unmitigated impacts would occur.

- B. The City Council and the Planning Commission, having reviewed and considered the information contained in the FEIR and the record, find that none of those significant environmental effects anticipated as a result of the proposed project are within the responsibility or jurisdiction of another public agency.
- C. The City Council and the Planning Commission, having reviewed and considered the information contained in the FEIR and the record, find that specific economic, social or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR. Specifically:

Pedestrian/Bicycle Circulation

Finding

The Sea World Master Plan incorporates several of the mitigation measures for pedestrian/bicycle impacts identified in the Conclusions of the FEIR. However, it is not feasible for Sea World to actually construct the bikeway across its leasehold. The cost of such improvements and the potential liability from such construction make this additional mitigation infeasible from Sea World's perspective.

Urban Design/Visual Quality

Finding

The detail provided in the Master Plan is intended to illustrate conceptual plans which may not be implemented for 50 years. Additionally, developments in landscaping technology and design trends may influence future designs. Because of the lengthy time period involved and the uncertainty of future design influences, it is infeasible to provide the depth of detail requested by the City at this time.

Dry Boat Storage

Finding

The design of the Sea World Master Plan cannot provide dry boat storage and still meet the other recreational needs which will be accommodated in the Master Plan. The Conclusions in the FEIR did not identify any mitigation measures for this impact. Therefore, it is not feasible for Sea World to mitigate the loss of dry boat storage.

No Project Alternative

Finding

Sea World is an existing use in Mission Bay Park; the no project alternative would prevent expansion to meet projected demand of up to 4 million annual visitors. The capacity of the theme park would be limited, and there would be no feasible method on-site or at an alternative location to accomplish the project objectives. The no-project alternative is not necessary, since the proposed project is consistent with the Mission Bay Master Plan, and this alternative would not preserve any unique or sensitive environmental resources. If Sea World did not expand, some other lessee would likely develop the vacant 25-acre lease area with similar uses. Overall, the no-project alternative is not feasible and is not compatible with Sea World's goals, and it would not necessarily avoid any impacts associated with the proposed project.

Retention of Dry Boat Facilities Alternative

Finding

The Sea World Master Plan would utilize the existing dry boat storage building for offices and support facilities. In order to retain the existing dry boat storage facilities, the proposed office and support facilities would need to be located on a portion of the proposed hotel site. This alternative would reduce hotel capacity by as much as 50 percent; this is not economically feasible for Sea World. This financial hardship is not warranted since Sea World is not required to provide dry boat storage under its existing lease. New dry boat storage facilities may be provided within the Southshores Master Plan immediately east of Sea World; this would be an acceptable method of providing dry boat storage facilities without adverse impact to Sea World's operations.

STATEMENT OF OVERRIDING CONSIDERATIONS

The City Council and Planning Commission, having reviewed and considered the information contained in the FEIR and the record, make the following statement of overriding considerations.

Although potential project impacts have been substantially avoided or mitigated as described in the FEIR and the Findings, the FEIR states that the project would have

significant, unavoidable impacts on pedestrian/bicycle circulation, urban design/visual quality and dry boat storage. The City of San Diego finds that there are specific social and economic benefits which override these unavoidable environmental effects, as detailed below.

Sea World presently hosts almost 3 million visitors annually. The proposed expansion would double the size of the exhibit area within the theme park, to accommodate an additional 1.1 million visitors annually. The improvements proposed in the Sea World Master Plan would enhance the following benefits currently provided to the San Diego community by Sea World:

1. Employment

Sea World is one of the largest employers of youth in San Diego County. The largest percentage of employees are part-time, and many of these are students at area high schools and colleges who finance their education by working at Sea World weekends and holiday periods. Currently, Sea World employment is about 1200 in the winter and 1600 in the summer. The proposed expansion will significantly increase employment.

2. Fiscal

Annual rent to the City of San Diego now is over \$2 million, and Sea World's payroll exceeds \$14 million. Sea World relies primarily on local contractors and suppliers, and millions of capital dollars have been infused into the San Diego community. The proposed expansion will increase annual rent and payroll. Construction of new facilities will generate substantial revenue to the local economy and provide numerous jobs.

3. Tourism

Sea World's gross sales in 1984 were \$51,500,000. It is estimated that dollars spend at Sea World "turnover" seven times in the community, with a potential economic impact of \$360 million. About 70 percent of Sea World's nearly 3 million annual guests come from outside the San Diego area, spending money on hotels, restaurants, gasoline, public transportation and merchandise. The proposed expansion would proportionately increase these figures.

4. Education

Sea World's education program is endorsed by the San Diego school system. In 1984, Sea World's Education Department served approximately 100,000 San Diego area students (from pre-school through college levels). Sea World also participates in the school system's Adopt-a-School program. Sea World has adopted Clairemont High School and runs continuous cooperative programs with the school, including donations of usable equipment and special career education programs.

Additionally, Sea World's Education Department has cooperative agreements with San Diego State University and UCSD and is currently developing programs to help schools and teachers meet new state requirements for elementary science education. These educational benefits would be continued and expanded upon adoption of the Sea World Master Plan.

5. Community Service

In the last 20 years, Sea World has removed thousands of stranded dolphins, whales and pinnipeds from San Diego beaches and treated them medically. As many as 300-400 animals may be treated in a given year. All costs, including very expensive medications, are borne by Sea World.

More than 3000 complimentary admissions are given each year to be used as fund raisers by local non-profit groups, a value of nearly \$40,000.

Sea World and Sea World personnel are active in support of a myriad of community groups and events: COMBO, Homeport San Diego Festival, Hire-a-Youth, Starlight, United Way, Old Globe, Easter Seals, March of Dimes and many more. More than \$2,000 a year in coins collected from Sea World ponds are donated to various charities.

6. Recreation

As a theme park, Sea World provides significant recreational benefits to millions of visitors annually. The recreational opportunities for local citizens and tourists would be expanded by up to 33 percent with the full implementation of the proposed Sea World Master Plan.

The City of San Diego finds that substantial benefits in employment, fiscal effects, tourism, education, community service and recreation would directly result from approval and implementation of the Sea World Master Plan. The City of San Diego finds that the need for these benefits specifically overrides the impacts of the project on pedestrian/bicycle circulation, urban design/visual quality and dry boat storage.

FINDINGS APPENDIX

- Letter from Sea World to Planning Department
- Tolerant Plant List
- Landscape Sections



January 30, 1985

City of San Diego
Office of Planning Department
202 "C" Street - MS 4A
San Diego, California 92101

Attention: Mr. Mike Stepner
Assistant Planning Director

Subject: Sea World Master Plan and Red Lion Hotel

Dear Mr. Stepner:

We are in receipt of your letter of January 29, 1985 regarding your request for documentation of our commitment to mitigation measures for the subject facilities. We will attempt hereinafter to satisfy your request, which covers all areas identified in the E.I.R. as well as additional items of your department. (Below we address those topics as itemized in your letter.)

I. CIRCULATION

- A. BIKEWAY - We are enclosing an overlay of our master plan depicting the bike routes as agreed to in meetings with various governmental staff, i.e. the City will add a bike lane to either side of Perez Cove Way from the intersection with Ingraham Street, a distance of approximately 4,000 feet to the traffic island, which is approximately 500 feet west of the signalized intersection at Sea World Way. Sea World will grant an easement to the City for construction of a two way bikeway for this 500 feet.
- B. PEDESTRIAN WALKS - The pedestrian walk locations are indicated on the overlay to our master plan, and the details on one of the plans in the E.I.R.
- C. TRAFFIC CIRCULATION - Sea World has agreed to all areas of traffic mitigation in the E.I.R. and listed in your letter as items C1, a and b, 2, and 3.

We show these elements as well as possible on our master plan overlay. Our commitment to satisfy City Traffic Engineering on the design should preclude showing items of construction details at this time.

Sea World will obviously benefit by an appropriate transit system and will continue to agree to participate in such system.



City of San Diego Planning Department
Attention: Mr. Mike Stepner
January 30, 1985
Page two

- II. SIGNAGE - No change or addition to the existing signage is proposed or contemplated as related to exterior of the theme park. Internal signage will not change from the present concept of adding directional and informational material for new exhibits.
- As related to the proposed Red Lion Hotel, the frontage road sign is not yet in design. A replacement of the one existing for the Atlantis Restaurant sign is contemplated with the design subject to all the criteria for the area.
- III. ENTRYWAY DETAILS - We have difficulty with this request in that design is just now beginning for the new entrance to our park. It is uncertain whether or not we will proceed with implementation until design and cost estimates are complete and Sea World management approves the financing.
- If all goes well, we could submit for Coastal Commission approval when our architects complete the conceptual drawings, but not prior to City Council approval of the E.I.R. for our master plan.
- It would appear that we have a catch-22, or at least, a major delay if you require the details outlined in your letter prior to Planning Commission action.
- IV. LANDSCAPING PLANS - We are indicating on the master plan overlay the approximate areas for application of the individual separate details submitted earlier.
- We will incorporate low water use, salt tolerant material in accordance with the list you enclosed.
- It would be easy for Sea World to say we will commit to 10% landscaping coverage in our parking lots. However, the potential to attain and maintain healthy landscaping varies radically throughout our leasehold due to the intrusion of salts from dredged bay deposits and ground water in much of the area, requiring an impractical amount of soil removal and replacement.
- Sea World will conform to the detailed planting plans submitted for our parking area, and alleviate the poor soil condition as much as practicable.

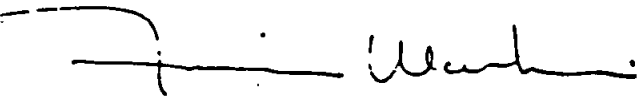
City of San Diego Planning Department
Attention: Mr. Mike Stepner
January 30, 1985
Page three



V. RED LION HOTEL PLANS - The hotel design will be identical to that approved earlier by the Planning Department and Planning Commission. Those drawings and renderings are available for review.

Yours truly,

SEA WORLD, INC.


Farris Wankier, A.I.A.
Administrative Vice President
Development Department

FW/lk

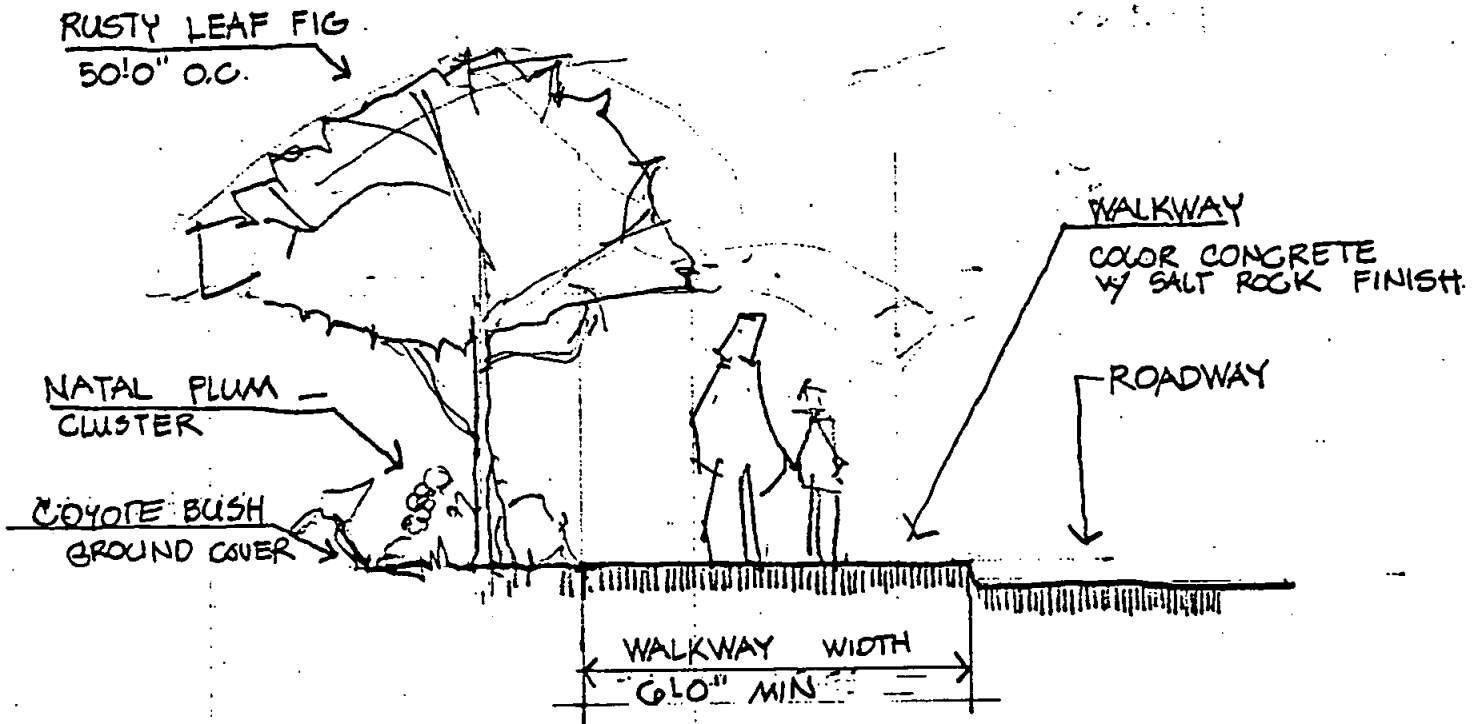
cc: Sue Williams
Westec
Allen Jones
James Spotts

PLANTS TOLERANT OF SALINE SOILS AND SUITABLE FOR SOUTHERN
CALIFORNIA LANDSCAPING¹

Atriplex Species	Saltbush
Artemisia pycnocephala	Sandhill Sage
Callistemon rigidus	Stiff Bottlebrush
Casuarina species	Beefwood
Elaeagnus angustifolia	Russian Olive
Eucalyptus camaldulensis	Red Gum
Eucalyptus rudis	Desert Gum
Eucalyptus torquata	Coral Gum
Gazania species	Gazania
Lavatera assurgentiflora	Tree Mallow
Melaleuca nesophila	Pink Melaleuca
Metrosideros tomentosus	New Zealand Christmas Tree
Myoporum laetum	Myoporum
Myoporum parvifolium	Myoporum
Nerium oleander	Oleander
Pinus halepensis	Aleppo Pine
Pittosporum crassifolium	Pittosporum
Pittosporum phillyraeoides	Willow Pittosporum
Schinus terebinthifolius	Brazilian Pepper
Tamarix species	Tamarisk
Zizyphus jujuba	Chinese Jujube

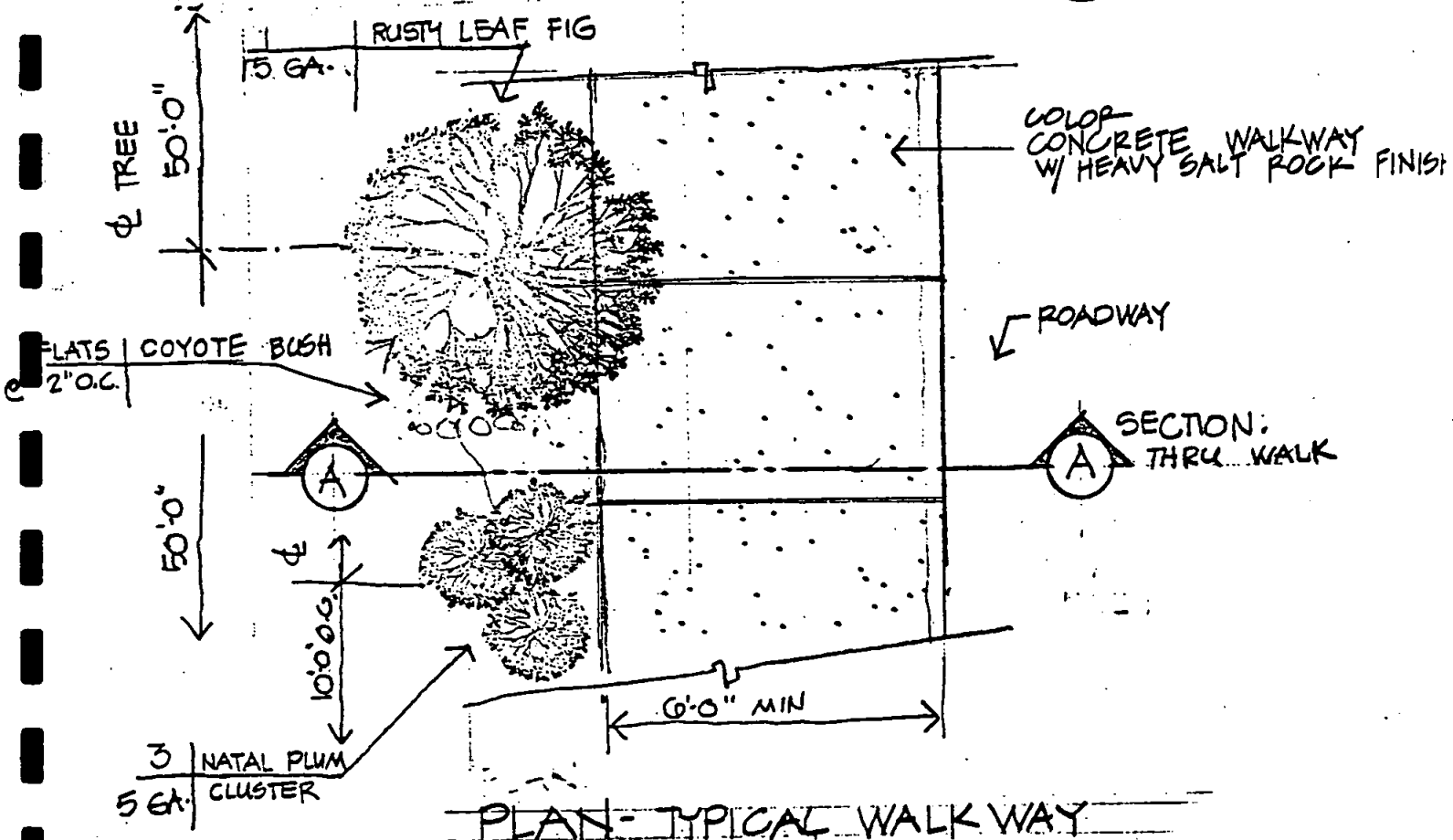
¹ Source - Trees and Shrubs for Dry California Landscapes,
Robert Perry, 1981

NOTE: NEW ZEALAND CHRISTMAS TREE
MAY BE SUBSTITUTED FOR
RUSTY LEAF FIG.



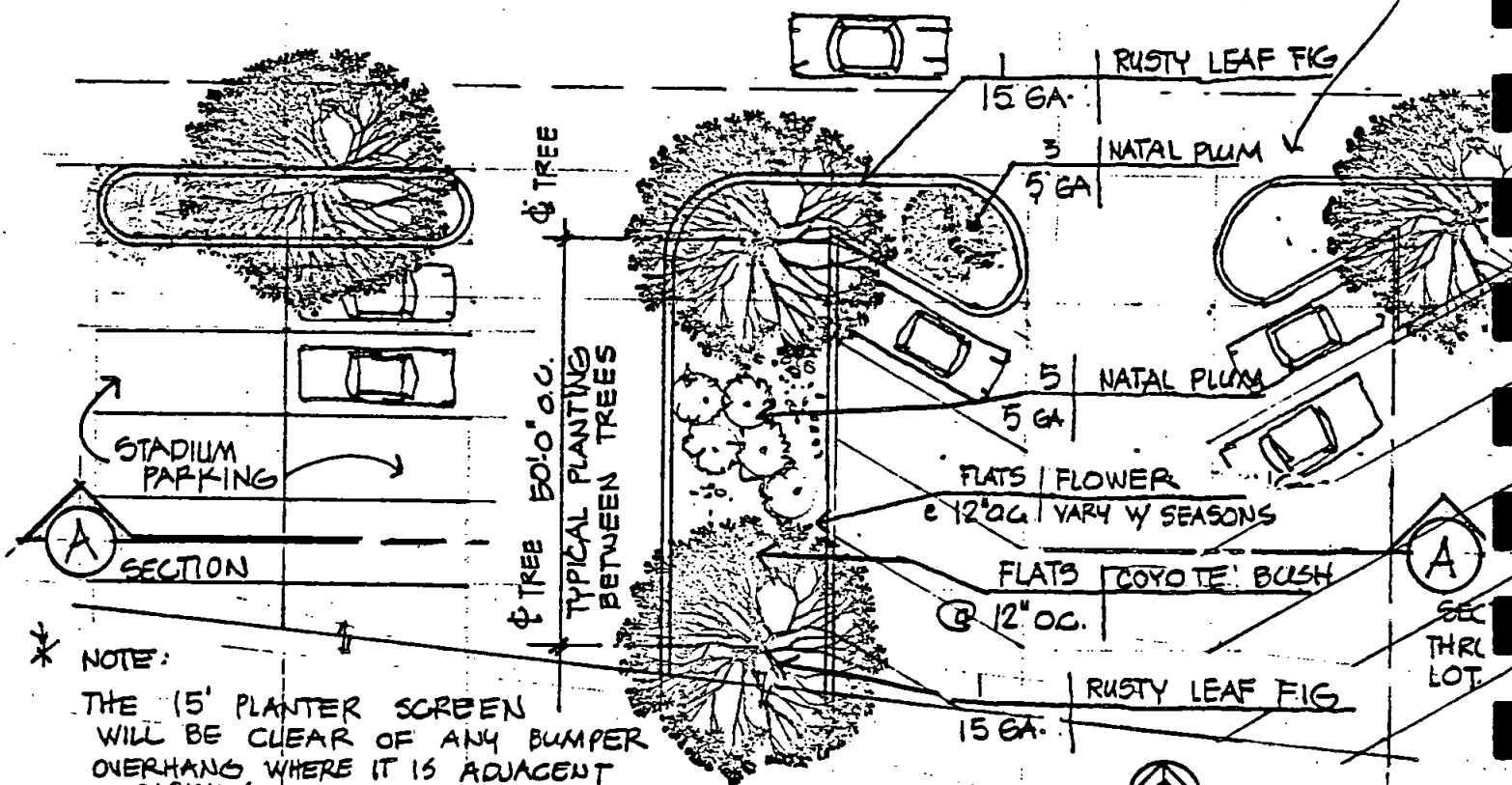
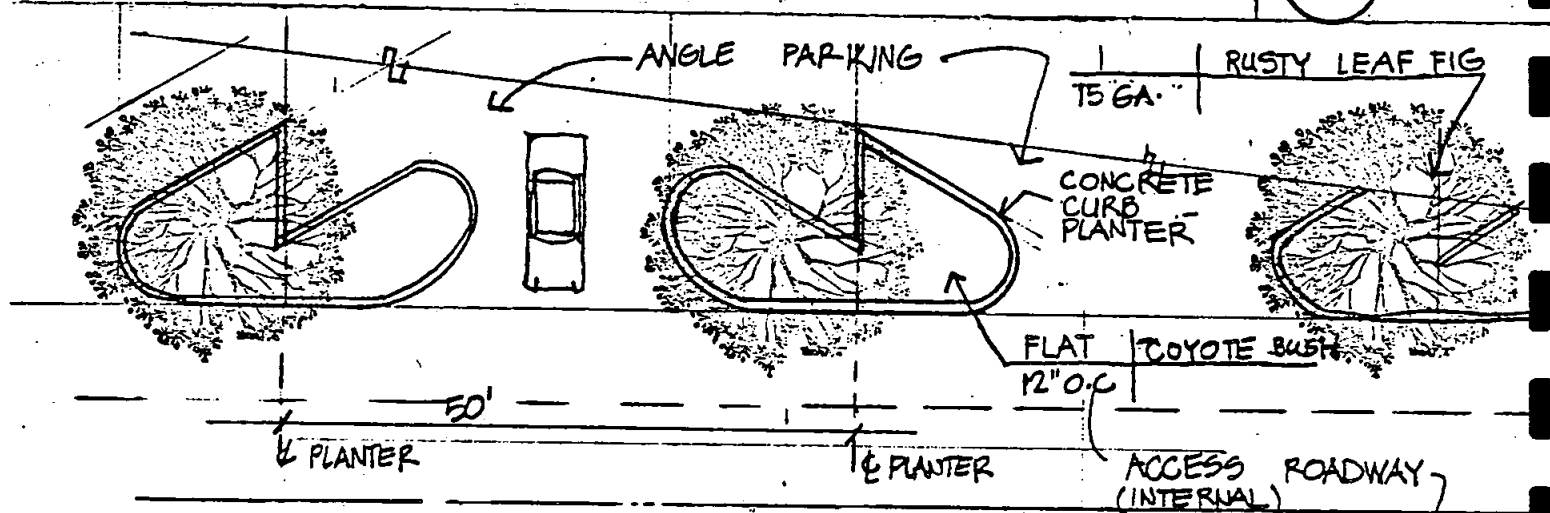
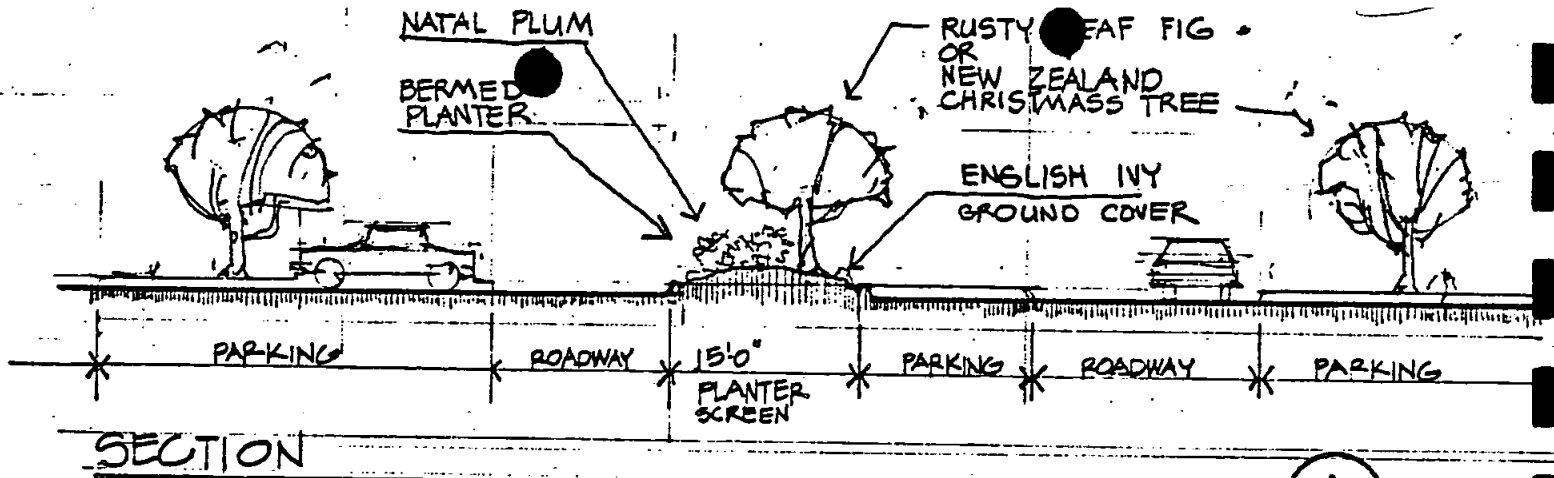
SECTION THRU WALKWAY

A



12-28-84

12-25



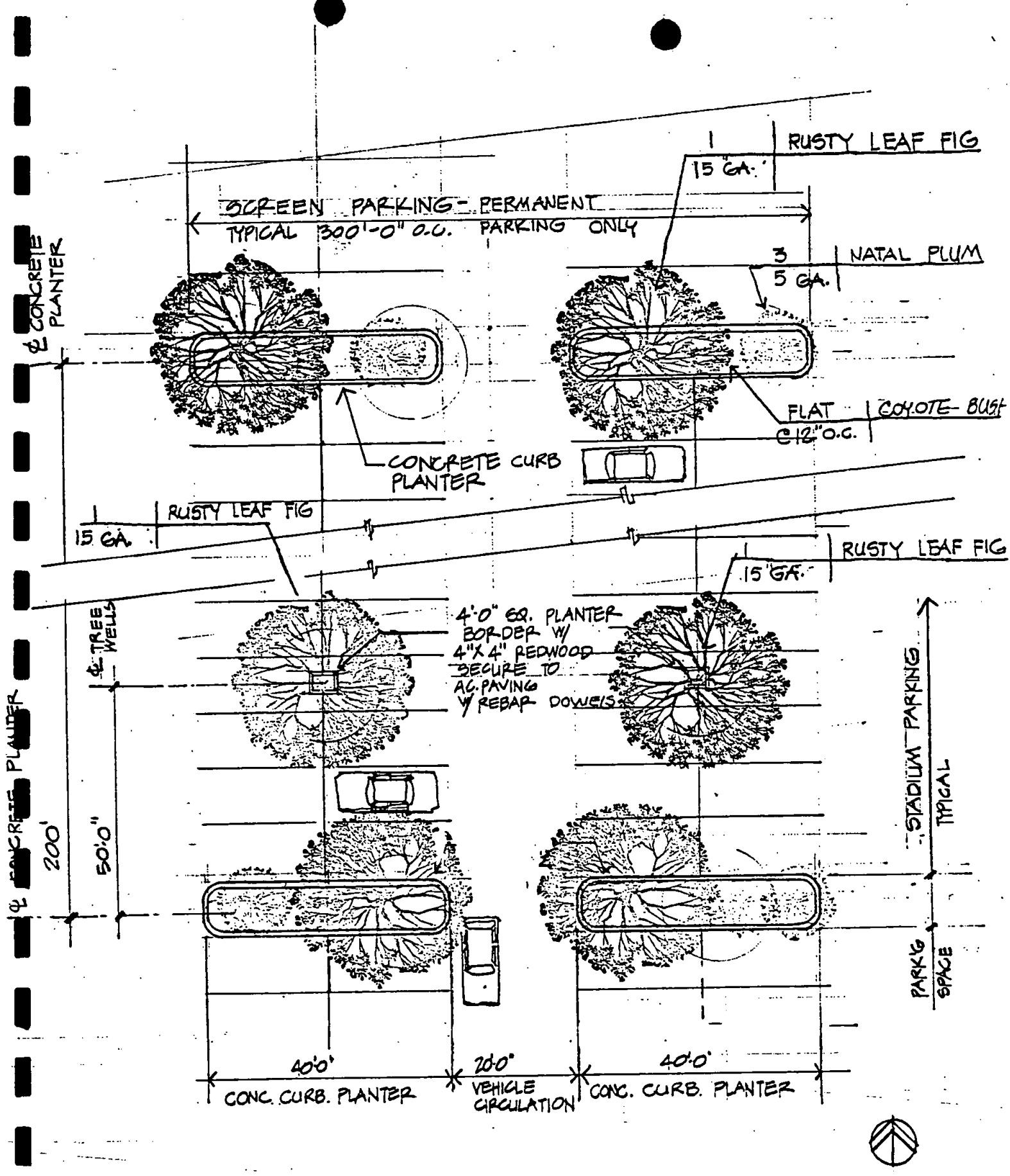
NOTE:
THE 15' PLANTER SCREEN
WILL BE CLEAR OF ANY BUMPER
OVERHANGS WHERE IT IS ADJACENT
TO PARKING.

LANDSCAPE PLAN

INTERNAL PARKING LOT SCREEN TYPICAL AT PERMANENT PARKING

NOTE: TYPICALLY USED TO BREAK UP
PARKING LOT INTO SUB PARKING LOTS.

* REVISED 1-10-85



LANDSCAPE PLAN - SUB PARKING LOT.

12-20-84
REVISED 1-18-85

NOTE: 1. PLANTS IDENTIFIED ARE TYPICAL FOR ALL PLANTERS.
2. NEW ZEALAND CHRISTMASS TREE MAY BE SUBSTITUTED FOR RUSTY LEAF FIG.

February 6, 1985

File: Sea World, Inc.

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Attention Frank A. Powell, Jr., Executive Vice President

Re: Shoreline Repair Agreement, City Clerk Document RR-262370

Enclosed is an executed copy of the above-referenced agreement for your files.

Upon completion of the work, we would appreciate copies of all contracts, invoices, etc., designating the portion of the project that is the City's responsibility up to \$150,000 per the agreement.

Upon review and approval of such costs, I will provide you a letter which will authorize the deduction of the rent credit from the appropriate rental invoice. If you have any questions in the matter, please call me at 236-6792.

We sincerely appreciate the cooperation of you and your staff in this matter and look forward to the completion of the project.

G. R. Randolph, Supervisor
Property Management Division

GRR:sn(1)N1

Enclosure

cc: Vince Marchetti, Project Officer
Lease Billing Supervisor
Auditor, Attn. Roy Quon

GRAY, CARY, AMES & FRYE

ATTORNEYS AT LAW

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

1700 FIRST INTERSTATE PLAZA
401 B STREET
SAN DIEGO, CALIFORNIA 92101-4219
TELEPHONE [619] 699-2700
TELECOPIER [619] 236-1048
TELEX II 910 335-1273

OTHER OFFICES
IN
LA JOLLA
EL CENTRO

WRITER'S DIRECT LINE
699-2761

RECEIVED

February 5, 1985

FEB 06 1985

PROPERTY DEPT.

Mr. William J. Punch, Property Agent
City Property Department
City of San Diego
City Operations Building
1222 First Avenue, M.S. 503
San Diego, CA 92101

Dear Bill:

As requested, I enclose some information concerning Sea World's partner in the partnership that will be the sublessee for the Sea World-Red Lion hotel project.

The hotel will be known as the "Red Lion Inn at Sea World," and the hotel will be operated under a management agreement with Thunderlion Enterprises, a Nevada corporation, which is the management arm of the Red Lion/Thunderlion Hotel chain.

Currently the hotel chain is owned by two individuals, Edward H. Pietz and Tod E. McClaskey. Their home base is 4001 Main Street, Vancouver, Washington 98663.

Messrs. Pietz and McClaskey are in the process of being bought out by Kohlberg, Kravis, Roberts and Co., well known buy-out specialists, who propose to leave the existing management in place. According to our information, it appears Kohlberg, Kravis, Roberts and Co. are reputable and financially solid.

The actual Red Lion entity that will be the partner in the sublessee will be a California limited partnership called "RL Acquisition Co., a California limited partnership." It will have two general partners: KKR Associates, a New York

Mr. William J. Punch
February 5, 1985
Page Two

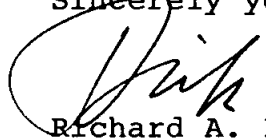
limited partnership, the general partners of which are Jerome Kohlberg, Henry Kravis, George Roberts and Robert McDonnell, and one or more reputable financial institutions, or an entity owned and controlled by them (probably one or more public employee pension funds in the Pacific northwest); and the limited partners of RL Acquisition Co. will be Edward H. Pietz and/or Tod E. McClaskey. RL Acquisition Co. will have a net worth of at least \$100,000,000, and probably a good deal more (perhaps as much as \$300,000,000). RL Acquisition Co. or some or more of its principals or affiliates will own and control Thunderlion Enterprises, Inc.

The other partner in the sublessee partnership will be S.D.H., Inc., a Delaware corporation, a wholly owned subsidiary of Sea World, Inc. RL Acquisition Co. will hold a 60% and S.D.H., Inc. will hold a 40% interest. The entity will be called "SRSD No. 1" and it will be a California general partnership.

At the appropriate time Sea World will spin off the Atlantis Restaurant building, personal property, liquor license, etc. to S.D.H., Inc. in return for all of its capital stock. S.D.H., Inc. will in turn contribute those assets to SRSD No.1 in return for its 40% partnership interest.

Please call me if you have any further questions.

Sincerely yours,



Richard A. Burt

RAB:mcn/Enclosure

cc: Mr. Robert R. Hillebrecht
Mr. Frank A. Powell, Jr.
Philip C. Williams, Esq.
Mr. Farris Wankier

THE COMPANY

KKR was founded May 1, 1976 by Jerome Kohlberg, Jr., Henry R. Kravis, and George R. Roberts for the sole purpose of finding, financing, investing, and monitoring management buyouts. KKR has offices in New York and San Francisco. Since its formation, KKR and its limited partners have invested over \$1 billion in 24 buyouts. The total purchase price and financing for these 24 buyouts was in excess of \$5 billion. The following are brief biographical profiles of each of the members of the firm.

PRINCIPALS

JEROME KOHLBERG, JR. Age 59. B.A., Swathmore College, 1946. M.B.A., Harvard Business School, 1947. L.L.B., Columbia Law School, 1950. Prior to founding Kohlberg, Kravis, Roberts & Co. in 1976, he was a Senior Partner and member of the Executive Committee at Bear Stearns & Company. During the last ten years of his career with Bear Stearns & Company, he was in charge of the investment banking and corporate finance activities of the firm, which included public underwritings, private placements, mergers and acquisitions, and management buyout financings.

HENRY R. KRAVIS. Age 41. B.A., Claremont Men's College, 1966. M.B.A., Columbia Graduate School of Business, 1969. Prior to founding Kohlberg, Kravis, Roberts & Co., he was in the Corporate Finance Department of Bear Stearns & Company from 1970 to 1976, having become a Partner in 1975. His experience at Bear Stearns included management buyouts, acquisitions, private placements and public underwritings. Prior to his experience there, he was a Vice President at Faherty & Swartwood, Inc., where he arranged venture capital financings. From 1968 to 1969 he was a Vice President at Katy Industries, Inc., where he was responsible for corporate planning and mergers and acquisitions.

GEORGE R. ROBERTS. Age 41. B.A. Cum Laude, Claremont Men's College, 1966. J.D., University of California (Hastings) Law School, 1969. Prior to founding Kohlberg, Kravis, Roberts & Co., he was in the Corporate Finance Department of Bear Stearns & Company from 1969 to 1976, having become a Partner in 1973. His experience there included numerous management buyout financings, private placements, and mergers and acquisitions.

ROBERT I. MacDONNELL. Age 47. B.S., Penn State, 1961. M.B.A., Wharton Graduate School of Business, 1966. Prior to joining Kohlberg, Kravis, Roberts & Co. in 1976, he was a partner at MacDonnell, Stephens & Company where he initiated and participated in small management buyouts. From 1966 to 1970 he was a Senior Consultant at Arthur Andersen & Company where he specialized in consulting and financial reporting for professional, light manufacturing and distribution businesses. On January 1, 1982, he became a general partner of KKR.

KKR COMPANIES

A. J. Industries
11454 San Vicente Blvd.
West Los Angeles, CA 90049
(213) 879-0370

American Forest Products
2740 Hyde Street
San Francisco, CA 94109
(415) 775-6444

(Formerly Bendix Timber Products)

Amstar Corporation
1251 Avenue of the Americas
New York, NY 10020
(212) 489-9000

DAW Forest Products
c/o W. I. Forest Products, Inc.
4000 Kruse Way Place
Building 2, Suite 355
Lake Oswego, OR 97034
(503) 635-1465

(Formerly Diamond International
Timber Products)

Dillingham Corporation
Two Embarcadero Center, #1600
San Francisco, CA 94111

L. B. Foster Company
415 Holiday Drive
Pittsburgh, PA 15220
(412) 928-3400

Fred Meyer, Inc.
3800 S.E. 22nd Avenue
Portland, OR 97202
(503) 232-8844

Golden West Television
5800 Sunset Blvd.
Los Angeles, CA 90078
(213) 460-5500

Houdaille Industries, Inc.
One Financial Plaza
Ft. Lauderdale, FL 33394
(305) 764-4141

Lily-Tulip
209 Seventh Street
Augusta, GA 30903
(404) 823-5459

Malone & Hyde
3030 Poplar
Memphis, TN 38111
(901) 325-4200

The Marley Company
1900 Johnson Drive
Mission Woods, KS 66205
(913) 362-5440

Pace Industries
59 Maiden Lane
New York, NY 10038
(212) 530-7300

(consisting of: World Color Press
Rheem Manufacturing and Uarco --
former subsidiaries of City
Investing Co.)

Pacific Realty Trust
PacTrust
1220 S.W. Morrison, Suite 900
Portland, OR 97205
(503) 224-6540

P.T. Components, Inc.
7545 Rockville Road
Indianapolis, IN 46206
(317) 241-9201

Rotor Tool Company
26300 Lakeland Blvd.
Cleveland, OH 44132
(216) 731-8888

Sargent Industries
1901 Avenue of the Stars
Suite 1251
Los Angeles, CA 90067
(213) 277-9111

U.S. Natural Resources
4800 S.W. Macadam Avenue
Portland, OR 97201
(800) 547-1948

W.I. Forest Products, Inc.
4000 Kruse Way Place
Building 2, Suite 355
Lake Oswego, OR 97034
(503) 635-1465

Wometco Cable TV, Inc.
400 N. Miami Avenue
Miami, FL 33128
(305) 579-1528

Wometco Enterprises, Inc.
316 N. Miami Avenue
Miami, FL 33128
(305) 579-1200

An Impressive History, A Promising Future

When Tod McClaskey and Edward Pietz teamed together to open their first motor inn in 1960, it proved to be a winning combination. McClaskey, armed with years of experience in the restaurant management field, and Pietz, a former construction company owner, began what was soon to be the largest independently owned network of motor hotel properties in the western United States.

The first venture for the pair was the construction of an 89 unit Thunderbird Motor Inn and dining complex, located on the banks of the Willamette River in Portland, Oregon, adjacent to the Memorial Coliseum. Known as the Coliseum Thunderbird, the property became an amazing success in spite of having a hard to find location with limited accessibility. Commenting on the success of their first venture, McClaskey stated, "We always had faith that if every part of every property was superior to the competition, then people would come and encourage their friends to do the same. Our objective was simply to provide the best guest room, the best food, the best decor, and most importantly — the best service." The company's growth was quick and widespread and today, the name Thunderbird/Red Lion Motor Inns is symbolic for providing the finest facilities available in the lodging industry today.

The Vancouver, Washington-based Thunderbird/Red Lion firm is an association of 39 independently owned and operated motor inns and hotels with more than 6,200 rooms, and nearly 6,800 employees in five western states.

Co-owners, McClaskey, who functions as Chairman of the Board, and Pietz who acts as Co-chairman of the Board, remain actively involved in the day to day management of the firm. McClaskey once paid a surprise visit to the Thunderbird Motor Inn in Bellevue, Washington one morning. Workers were busy preparing some salads that would be used later in the day for a banquet. "Throw them out! We only serve fresh salads," was the order from McClas-

key. In 1974, Edward Pietz became unhappy with the progress being made by a bricklaying crew on a remodeling program at the Spokane, Washington Red Lion. Pietz flew to Spokane, traded in his suit for a set of work clothes and began applying his construction savvy by laying bricks.

One reason for the surging growth of Thunderbird/Red Lion has been directly attributable to the expertise of the company's corporate executives. McClaskey and Pietz have surrounded themselves with a group of people that constitute a who's who list in the lodging and hospitality industry. Robert Snider serves as President and is responsible for long range planning and projections. Charles Indermuehle is Executive Vice-President, and responsible for the firm's operations. Roy Fordham, a CPA, is the Vice-President in charge of finance.

Snider attributes much of the company's success to selling a total environment in addition to rooms and services. "We are continually striving to present one picture to the public. When one thinks of Thunderbird/Red Lion Motor Inns, a certain quality and excellence must come to mind."

Indermuehle indicated that the corporation has created several subsidiaries in order to ensure quality. M&P Hotel and Restaurant Supply, is in charge of the firm's bakery, meat division, fish company, warehouse, and a crew of carpenters, painters, and construction supervisors. M&P also employs a design division which handles the design of virtually everything from light fixtures to the decorating of restaurants and guest rooms. Tom Lyons serves as Vice-President of the design company.

Thunderbird/Red Lion Motor Inns accommodates over 200,000 guests every month and that figure is quickly growing virtually on a daily basis. McClaskey and Pietz are quick to point out that Thunderbird/Red Lion's guest mix is dominated by business oriented, higher income travelers and conventioners. Accommodations are designed for those who spend many of their annual working days away from

home. Luxury and space provide the keynote for room decor. Spacious rooms feature oversize beds, thick carpets, and plush decor. But Thunderbird/Red Lion has built a reputation on its food and beverage business. McClaskey said, "The type of clientele we attract want luxury and a great deal of service; we feel that the best way to showcase our quality is in our food operations, which we believe are second to none."

Complete convention facilities are continually being developed and expanded, and the corporation's Red Lion at Seattle-Tacoma Airport has the distinction of being the largest hotel-convention facility north of Los Angeles. The 15 story high-rise totals 700 rooms.

Thunderbird/Red Lion Motor Inns may well be the fastest growing group of motor inns in the country. Plans are underway for motor inns at San Jose, California; Newport, Oregon and an additional hotel in Bellevue, Washington. The firm recently announced the signing of an agreement to manage hotel and restaurant facilities at Bowman's Mt. Hood Resort in Oregon, the first such venture for the company. Existing properties are presently concentrated in the far northwestern portion of the country, but company officials stated that the firm is considering locations throughout the southwest. Major cities presently under consideration include San Francisco, Los Angeles, Palm Springs, San Diego, Ontario, Houston and Dallas.

McClaskey stated that it takes quality first—no matter what the cost, and first-class experienced personnel to succeed in the motor hotel business today. "We want to continue growing as long as we can have good management, not just to be adding another property."

Perhaps that's been the secret ingredient in the company's success pattern — not to be the biggest, but to be the best. One thing seems to be certain; Thunderbird/Red Lion Motor Inns are on the move, so much in fact, that an appropriate corporate slogan would read, "Growin' where you're goin'".



From left to right: Edward H. Pietz, Co-Chairman of the Board; Tod E. McClaskey, Chairman of the Board; Robert Snider, President; Charles Indermuehle, Executive Vice-President; and Roy Fordham, Vice-President, Finance.

CITY of SAN DIEGO
MEMORANDUM

RECEIVED

FEB 07 1985

PROPERTY DEPT.

FILE NO.:

DATE : February 5, 1985

TO : Property Department, Attn: Dick Randolph

FROM : A. C. Bettinelli, Transportation Design, E&D

SUBJECT: Sea World Lease

I have reviewed the lease addition proposed in Mr. Wankier's letter dated January 15, 1985. As we have previously discussed, the South Ingraham Street Bridge has a tentative construction time between September 1985 till May 1987. The exact needs for the lease area during Phase II construction cannot at this time be determined. Depending on the contractor of works needs for this area, this proposed lease area may be available prior to May 1987. I will keep you appraised as additional information becomes available.

It has been mentioned in earlier discussions with Karl Schnizler, Coastal Division, his desires to have all areas northerly of Perez Cove and easterly of the bridge abutment wall placed in the lease area for Sea World maintenance.. This should be clarified with Park and Recreation Dept.


A. C. Bettinelli

ACB/mc

cc: F. Wankier, Sea World
W. Smith
J. O. 118153



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

PROPERTY
DEPARTMENT
(619) 236-6020

February 6, 1985

File: Sea World, Inc.

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Attention Frank A. Powell, Jr., Executive Vice President

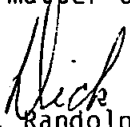
Re: Shoreline Repair Agreement, City Clerk Document RR-262370

Enclosed is an executed copy of the above-referenced agreement for your files.

Upon completion of the work, we would appreciate copies of all contracts, invoices, etc., designating the portion of the project that is the City's responsibility up to \$150,000 per the agreement.

Upon review and approval of such costs, I will provide you a letter which will authorize the deduction of the rent credit from the appropriate rental invoice. If you have any questions in the matter, please call me at 236-6792.

We sincerely appreciate the cooperation of you and your staff in this matter and look forward to the completion of the project.


G. R. Randolph, Supervisor
Property Management Division

GRR:sn(1)N1

Enclosure

cc: Vince Marchetti, Project Officer
Lease Billing Supervisor ✓
Auditor, Attn. Roy Quon

All asterisked fields must have data entered, other fields are optional.

JOB ASSIGNMENT
PROPERTY MANAGEMENT

8.* Mo / Da / Yr
12 / 18 / 84
DATE ASSIGNED

1.* JOB NO. 218403 2.* AGENT: G.R. Randolph (Initials, Last Name) (20)

6.* JOB TYPE: LEASE-LS; PERMIT-PR; AMNDMNT-AM; SUB LSE-SL; AUDIT-AD; INSPCTN-IN;

OTHER-DT: 7. (20) 9.* 020185 DATE DUE

10.* CLIENT: Sea World Inc. (Lessee, Benefitting Person, Agency, Requesting Authority, Etc.) (34)

11. PROJ. NAME: Rent Credit for revetment repair (Job Title, Common Name, Facility No., CIP No., Other, Etc.) (60)

12. AREA: Mission Bay (Street Address, Short Legal Descrptn, Thomas Bros. Map Coord., Site No., Etc.) (45)

14. PRIORITY (Circle One) P1. Due Date Firm P3. Supv. Adj. P2. Director Adj. P4. Agnt. Adj. Other: 15. RPRT DSTRBTN R1. Director Attn.

13. 2012 OPN ACCT.

5. EST. WORK. HRS.

Aviation Non Aviation

20. COMMENTS:

21. AGENT'S LOG:

Comments. Con't on Back.

19. FILE LOC.: Sea World Inc. (50)

3. COMPLETION STATUS (Circle)
S1. Complete
S2. Abandoned
S3. Transferred

Supervisor Signature

18. Job Completion Date Mo / Da / Yr 020585

RECEIVED
FEB 05 1985
PROPERTY DEPT.



Donald J. Hall
General Manager, San Diego

February 4, 1985

Mr. Dick Randolph
City Property Department
1222 First Avenue
Mail Station 503
San Diego, California 92101

Dear Dick:

Enclosed is the check requested for the Westec
Sub lease.

Please let me know if we need any further
information so that I may send it to you at your request.

As usual, many thanks.

Sincerely,

Donald J. Hall
General Manager

DJH:lam

Enclosure

Barone / Randolph

Sea World

January 30, 1985

City of San Diego
Office of Planning Department
202 "C" Street - MS 4A
San Diego, California 92101

Attention: Mr. Mike Stepner
Assistant Planning Director

Subject: Sea World Master Plan and Red Lion Hotel

Dear Mr. Stepner:

We are in receipt of your letter of January 29, 1985 regarding your request for documentation of our commitment to mitigation measures for the subject facilities. We will attempt hereinafter to satisfy your request, which covers all areas identified in the E.I.R. as well as additional items of your department. (Below we address those topics as itemized in your letter.)

I. CIRCULATION

- A. BIKEWAY - We are enclosing an overlay of our master plan depicting the bike routes as agreed to in meetings with various governmental staff, i.e. the City will add a bike lane to either side of Perez Cove Way from the intersection with Ingraham Street, a distance of approximately 4,000 feet to the traffic island, which is approximately 500 feet west of the signalized intersection at Sea World Way. Sea World will grant an easement to the City for construction of a two way bikeway for this 500 feet.
- B. PEDESTRIAN WALKS - The pedestrian walk locations are indicated on the overlay to our master plan, and the details on one of the plans in the E.I.R.
- C. TRAFFIC CIRCULATION - Sea World has agreed to all areas of traffic mitigation in the E.I.R. and listed in your letter as items C1, a and b, 2, and 3.

We show these elements as well as possible on our master plan overlay. Our commitment to satisfy City Traffic Engineering on the design should preclude showing items of construction details at this time.

Sea World will obviously benefit by an appropriate transit system and will continue to agree to participate in such system.

RECEIVED
FEB 1 1985
PROPERTY DIRECTOR

RECEIVED
FEB 04 1985
PROPERTY DEPT.



City of San Diego Planning Department
Attention: Mr. Mike Stepner
January 30, 1985
Page two

- II. SIGNAGE - No change or addition to the existing signage is proposed or contemplated as related to exterior of the theme park. Internal signage will not change from the present concept of adding directional and informational material for new exhibits.

As related to the proposed Red Lion Hotel, the frontage road sign is not yet in design. A replacement of the one existing for the Atlantis Restaurant sign is contemplated with the design subject to all the criteria for the area.

- III. ENTRYWAY DETAILS - We have difficulty with this request in that design is just now beginning for the new entrance to our park. It is uncertain whether or not we will proceed with implementation until design and cost estimates are complete and Sea World management approves the financing.

If all goes well, we could submit for Coastal Commission approval when our architects complete the conceptual drawings, but not prior to City Council approval of the E.I.R. for our master plan.

It would appear that we have a catch-22, or at least, a major delay if you require the details outlined in your letter prior to Planning Commission action.

- IV. LANDSCAPING PLANS - We are indicating on the master plan overlay the approximate areas for application of the individual separate details submitted earlier.

We will incorporate low water use, salt tolerant material in accordance with the list you enclosed.

It would be easy for Sea World to say we will commit to 10% landscaping coverage in our parking lots. However, the potential to attain and maintain healthy landscaping varies radically throughout our leasehold due to the intrusion of salts from dredged bay deposits and ground water in much of the area, requiring an impractical amount of soil removal and replacement.

Sea World will conform to the detailed planting plans submitted for our parking area, and alleviate the poor soil condition as much as practicable.

City of San Diego Planning Department
Attention: Mr. Mike Stepner
January 30, 1985
Page three



V. RED LION HOTEL PLANS - The hotel design will be identical to that approved earlier by the Planning Department and Planning Commission. Those drawings and renderings are available for review.

Yours truly,

SEA WORLD, INC.

Farris Wankier, A.I.A.
Administrative Vice President
Development Department

FW/lk

cc: Sue Williams
Westec
Allen Jones
James Spotts

Office of
The City Attorney
City of San Diego

RECEIVED

JAN 29 1985

PROPERTY DEPT.

MEMORANDUM

236-6220

DATE: January 29, 1985
TO: Jim Spotts, Property Director
FROM: City Attorney
SUBJECT: Proposed Sea World Lease Amendment - Hotel

In connection with the proposed construction and operation of a hotel on the Sea World leasehold, this office prepared the attached 3½-page lease amendment. Thereafter the counsel for Sea World submitted a proposed 48-page lease amendment. While the 3½-page form could benefit from some additional language, it seems totally inappropriate to in effect re-negotiate the entire lease in connection with authorizing Sea World to construct a hotel.

While I don't have the Sea World lease file, I seem to recall a provision in the last amendment to the effect that the City would negotiate an amendment to allow for the proposed hotel but would not propose other substantial modifications to the lease.

In any case, I disagree with most of the changes proposed in the 48-page amendment. Many of the problems with the 48-page version relate to legal issues. For example, the proposal to grant significantly increased rights to Sea World in the areas of encumbrances, subleases and assignments, and condemnation actions are contrary to the City's interests. While Sea World's counsel indicated that the City should give up its right to disapprove proposed assignments and subleases is consistent with "the trend in California case law," it should be noted that the most recent California court decision specifically upheld a lessor's right to arbitrarily refuse to approve a sublease.

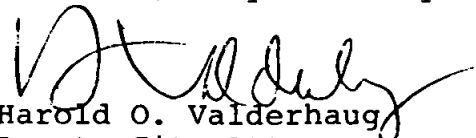
The concept of totally renegotiating the Sea World lease when they are asking us for the favor of approving the construction and operation of a hotel is unreasonable. The proposed changes

Jim Spotts
January 29, 1985
Page 2

could lead to a potential loss of many millions of dollars which would otherwise accrue to the City's taxpayers for whom this property is, of course, held in trust.

JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps:731.23
Attachment
cc Sue Williams
Don Barone
Dick Randolph
Bill Punch

V7 6-22-84
blue sheet.
plan half
(mon. (work)
100)

LEASE AMENDMENT

THIS LEASE AMENDMENT, executed in duplicate this _____ day of _____, 1984, at San Diego, California, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California ("City") and SEA WORLD, INC., a Delaware corporation, 1720 South Shores Road, San Diego, California 92109 ("Lessee").

R E C I T A L S

A. WHEREAS, Lessee leases from City certain property in Mission Bay Park ("Premises"), described in Lease Amendments dated December 14, 1977, January 29, 1979, and December 12, 1983, and filed in the office of the City Clerk, City of San Diego, as Documents 762304, 765767 and RR-259814, respectively. The foregoing Lease Amendments are collectively referred to as the "Lease."

B. WHEREAS, Lessee anticipates that it will undertake the construction, operation and maintenance of a hotel on a portion of the Premises designated for such use on the Master Plan for Mission Bay Park and therefore desires to specifically provide for such use and the rental obligation relative to such use.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lease is amended to provide and Lessee and City agree as follows:

1. Those portions of Parcels B and C, as more specifically described on Attachment A which is attached hereto and incorporated herein, are hereby agreed to be leased for the

primary purpose of construction, operation and maintenance of an approximately 300-room hotel and related facilities including retail shops, restaurants, cocktail lounge, snackbar, recreational facilities and such additional hotel-related facilities as may be approved in writing by the City Manager.

2. The hotel structure and related facilities shall be located generally as shown on Attachment B, which is attached hereto and incorporated herein. Lessee shall commence and complete construction of the hotel and related facilities in accordance with the development plan as described in Attachment C which is attached hereto and incorporated herein. The development plan shows the time for construction together with a general description of the hotel and related facilities including approximate size of each facility and dates of proposed completion.

3. In the event the foundations for the hotel are not completed by the time provided for in Attachment C, City shall have the right, at its sole option, to terminate this Amendment in which event all of the terms and conditions of the lease as constituted prior to this Amendment shall remain in full force and effect.

4. Article IV.A.a. of the Lease is amended by adding thereto Subparagraphs s. and t. providing as follows:

s. Seven percent (7%) of the gross income derived from gross room receipts and gross income derived from hotel meeting and conference facilities.

t. Seven percent (7%) of the gross income derived from the operation of lobby gift shops and other retail shops, miscellaneous and sundry sales within the hotel.

5. Article B.1. shall be amended by the addition of:

"At such time as City adopts the final map delineating the westerly boundary of that portion of the Mission Bay Park area known as the "South Shores Area Master Plan," Lessee agrees that the legal description of Lessee's easterly boundary line of Parcel "A," Property 3 as delineated on Exhibit "2" attached hereto, shall be automatically amended to accommodate the design boundary line plan of the aforesaid "South Shores Master Plan." It is agreed, however, that any such boundary adjustment will result in not less than a 25-acre parcel as is presently set out in the description of Parcel "A," Property 3."

6. It is agreed that as of the effective date of this amendment or when the shoreline repair is completed under the terms of that certain agreement between the City and Lessee, dated October 1, 1984 and attached hereto as Attachment D, whichever date first occurs, for the entire remaining term of this lease Lessee will be responsible for all shoreline maintenance on all portions of Lessee's leasehold premises together with those riprap areas immediately adjacent to the leased premises from the lease line to the toe of the riprap to the satisfaction of the City Manager at Lessee's sole expense.

It is the intent of this section that Lessee's maintenance responsibilities shall extend to the toe of the slope on all riprap areas whether within or adjoining the lease premises.

7. The effective date of this Lease Amendment shall be the date of execution by the City as hereinafter provided.

IN WITNESS WHEREOF, this Lease Amendment is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R- _____, authorizing such execution, and by Lessee.

Dated this _____ day of _____, 1984.

THE CITY OF SAN DIEGO

By _____
City Manager

SEA WORLD, INC.

By _____

I HEREBY APPROVE the form and legality of the foregoing agreement this _____ day of _____, 1984.

JOHN W. WITT, City Attorney

By _____
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
10/11/84



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101-3864

cc: *Baune/Roundolph*

OFFICE OF
PLANNING
DEPARTMENT
236-6450

January 29, 1985

Mr. Farris Wankier
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92104

Dear Mr. Wankier:

SUBJECT: SEA WORLD MASTER PLAN AND RED LION HOTEL PROJECT - LONG
RANGE PLANNING REVIEW

Planning Department staff is in the process of reviewing the Sea World Master Plan and Red Lion Hotel project to assess their conformance with the adopted plans for Mission Bay Park. These plans include the 1978 Mission Bay Park Master Plan for Land & Water Use with 1982 Local Coastal Program Addendum, Mission Bay Coastal Access Study (1982), and Mission Bay Park Design Principles (1965).

We commend Sea World for its continuing efforts to provide a high quality educational and recreational facility for the enjoyment of San Diego residents and visitors and are pleased that general agreement has been reached on a program to mitigate several negative impacts which were identified in the Draft Environmental Impact Report dated December 3, 1984. However, the Planning staff has not yet received documents or complete drawings indicating how the impacts would be mitigated. In order to prepare a report and recommendation for Planning Commission on the master plan and hotel project the Planning Department must be provided with specific plans which indicate the manner in which mitigating measures would be implemented. This documentation, outlined below, should be provided by Sea World at least three weeks prior to the Planning Commission hearing date to allow for minimal time to review and prepare planning reports for the Planning Commission.

RECEIVED RECEIVED
JAN 31 1985 JAN 30 1985
PROPERTY DEPT. PROPERTY DIRECTOR

DOCUMENTATION REQUIRED

- I. CIRCULATION: DIAGRAMS SHOWING THE LOCATIONS OF THE BIKEWAY, PEDESTRIAN WALKWAYS AND ON SITE VEHICULAR ACCESS ROUTES TO BE CONSTRUCTED BY SEA WORLD. THIS SHOULD BE SHOWN IN A SCHEMATIC MASTER PLAN WHICH INDICATES MAJOR PHASE OF DEVELOPMENT. THE APPROPRIATE DETAIL GUIDELINES SHOULD BE REFERENCED ON THESE PHASE DRAWINGS.
 - A. BIKEWAY - The bikeway should be continuous along and through the Sea World property lease and should link directly with existing or proposed bikeways to the north of Sea World along Ingraham Street and to the west of Sea World in the South Shores area. Drawings should indicate the alignment of the bikeway within Sea World and its linkage with the adjoining segments.
 - B. PEDESTRIAN WALKS - Diagrams should indicate approximate locations of all walkways to be constructed by Sea World through that portion of their leasehold outside the controlled access exhibit area (i.e. the parking lot, main entrance and hotel area). Continuous pedestrian access should be provided along and through the Sea World property and should be separated from bicycle and vehicular traffic lanes. Pedestrian areas on the Sea World property need to be linked to adjacent public walks in the remainder of the park.
 - C. TRAFFIC CIRCULATION - The mitigation measures described in the EIR and listed below should be completed by Sea World within the required time frame.
 1. Prior to occupancy of the proposed hotel, complete and open to traffic the following:
 - a. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide), but not required prior to widening on Ingraham Street Bridge at Mission Bay Channel.
 - b. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in EIR Fig. 4-4 (Perez Cove Way to be 66 feet wide).

2. When the annual attendance at the theme park reaches 3,600,000 per year:
 - a. RELOCATE SEA WORLD WAY approximately 500 feet east along Sea World and construct Sea World Way to its ultimate configuration (52 feet), plus all turn lanes to and from Sea World Way. Remove old traffic signal and install new signals to City standards. This would also include the installation of sidewalks and preservation of landscape buffers installed during earlier development phases. This should be indicated on appropriate Master Plan drawings.
3. When the annual attendance at the theme park reaches 4,000,000 per year:
 - a. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standards.
4. The Sea World Master Plan should include a commitment to active participation in a Mission Bay Transit System at such time as a system is developed and implemented.

Planning staff has not yet received written confirmation from Sea World indicating agreement to undertake each of these mitigation measures. New master plan drawings showing these circulation improvements also need to be submitted to the department for Planning Commission review.

II. SIGNAGE: A PLAN INDICATING LOCATION AND SIZE OF ALL PROPOSED SIGNS IN THE PARKING, ENTRANCE AND PERIPHERAL AREAS OF THE SEA WORLD LEASEHOLD

The signs proposed for the Red Lion Hotel and the proposed new entrance area should be included on this plan. Sketches, elevations, or photographs should also be provided to show the design and extent of the total signage program.

III. ENTRYWAY DETAILS: DETAILED DRAWINGS INDICATING PROPOSED CHANGES TO THE SEAWORLD ENTRANCE

These drawings should include a plan, elevations and selected details. Locations of fencing, lighting,

street furniture and any special decorative elements should be indicated.

IV. LANDSCAPING PLANS: A SET OF DETAILED LANDSCAPING GUIDELINES FOR THE PARKING LOT AREAS AND PERIMETER OF THE SEA WORLD LEASEHOLD

To date Planning staff has been provided with rather definitive planting guidelines but has received no master plans indicating the approximate application and resultant quantification of landscape materials.

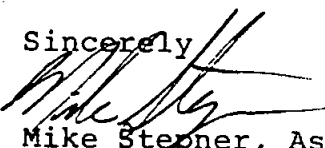
Ficus trees are indicated in the planting guidelines but have not performed well in the Sea World parking lots in the past possibly due to poor tolerance for soil salinity. We suggest that the guidelines be revised to include only low water use, salt tolerant species. A list of some common salt tolerant species for dry Southern California climates is enclosed. Planting materials selected should tie in with existing landscaping themes in areas surrounding the Sea World Leasehold. Landscaping should cover a minimum of 10 percent of the parking lot as required by previous agreements on Sea World permits, and as a minimum to make the development consistent with the Mission Bay Design Guidelines.

V. RED LION HOTEL PLANS: PLANS AND ELEVATIONS FOR THE PROPOSED RED LION HOTEL PROJECT TO REFLECT CONDITIONS REQUIRED BY CITY PLANNING COMMISSION RESOLUTION NO. 3052

Plans for a hotel on the Sea World Leasehold should be consistent with the design themes in Mission Bay Park and particularly sensitive to the architecture and landscaping in portions of the park proximate to the Sea World site. Design principles are described in the 1965 Mission Bay Park Design Principles.

Please contact Bill Levin (696-3929) or Angeles Leira (236-5893) at the City of San Diego Planning Department if you have any questions.

Sincerely


Mike Stegner, Assistant Planning Director
City Planning Department

BL:DD:sml

Attachment

cc: Ellen Mosley George Loveland
Paul Curcio Sue Williams
Jim Grotto

PLANTS TOLERANT OF SALINE SOILS AND SUITABLE FOR SOUTHERN
CALIFORNIA LANDSCAPING¹

Atriplex Species
Artemisia pycnocephala
Callistemon rigidus
Casuarina species
Elaeagnus angustifolia
Eucalyptus camaldulensis
Eucalyptus rudis
Eucalyptus torquata
Gazania species
Lavatera assurgentiflora
Melaleuca nesophila
Metrosideros tomentosus
Myoporum laetum
Myoporum parvifolium
Nerium oleander
Pinus halepensis
Pittosporum crassifolium
Pittosporum phillyraeoides
Schinus terebinthifolius
Tamarix species
Zizyphus jujuba

Saltbush
Sandhill Sage
Stiff Bottlebrush
Beefwood
Russian Olive
Red Gum
Desert Gum
Coral Gum
Gazania
Tree Mallow
Pink Melaleuca
New Zealand Christmas Tree
Myoporum
Myoporum
Oleander
Aleppo Pine
Pittosporum
Willow Pittosporum
Brazilian Pepper
Tamarisk
Chinese Jujube

¹ Source - Trees and Shrubs for Dry California Landscapes,
Robert Perry, 1981

WORKSHOP/REVIEW OF MISSION BAY/SEA WORLD HOTEL

MR. DELAWIE stated that Sea World had been a client of his in the last 12 months and therefore he would abstain from taking part in discussion on this item.

ANGELES LEIRA introduced JoAnn Hadfield who gave the Planning Department report recommending conceptual approval of the plans with conditions.

FARRAS WAGNER, Vice-President of Development Sea World, made a presentation on the plan.

JOHN DEMOSY, architect, spoke regarding specifics of the plan.

FARRAS WAGNER spoke regarding the current status of the plan.

DAVE DEMOTT, President of Sea World, spoke regarding the support and need for the hotel in the community.

FARRAS WAGNER spoke regarding specifics of the plan.

MOTION, SECOND, VOTE

On motion of MR. JOHNSON, seconded by MRS. OQUITA, the Planning Department voted 5-0 (with MR. DELAWIE abstaining to approve

Resolution No. 3052 approving the conceptual plan of the Mission Bay lease site at Perez Cove.

ANGELES LEIRA spoke regarding concerns of the Park and Recreation Department.

MR. VAN CLEAVE spoke regarding the action of the Planning Commission at this time.

CITY PLANNING COMMISSION
RESOLUTION NO. 3052

CONCEPTUAL PLANS FOR THE DEVELOPMENT OF A HOTEL AT THE SEA WORLD
LEASE AREA

WHEREAS, the Planning Commission has reviewed and considered the conceptual development plans for the Mission Bay lease site at Perez Cove, prepared and submitted by Sea World Inc.; and

WHEREAS, the Planning Commission finds the conceptual plans to be in conformance with the intent of the Mission Bay Park Master Plan; and

WHEREAS, the Planning Commission has reviewed the design of the project for consistency with the Mission Bay Park Design Guidelines, and

WHEREAS, the Planning Commission discussed the necessity for addressing traffic related issues as part of the hotel's EIR, and

WHEREAS, the Planning Commission finds that additional evaluation of cumulative impacts will be necessary in any additional future development for the Sea World Development Plan, and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of San Diego approves in concept the proposed hotel development on Mission Bay, subject to the following conditions:

Environmental Conditions:

1. That an Environmental Impact Report be completed specifically addressing the traffic issues related to the hotel development.
2. A full Environmental Impact Report be prepared for the Sea World Master Plan and lease area, prior to any other development approvals (such as the related marina expansion, and other proposals) to insure that cumulative impacts of the ultimate Sea World Master Plan and development are properly evaluated and appropriate design and mitigation are established.

Design/Development Considerations:

1. That a promenade be developed along the waters edge to link the Perez Cove building with the northwestern edge of the Atlantis Restaurant, to insure future options to link the area to the west when a new bridge is developed along Mission Bay Drive/Ingraham Street.

link the area to the west when a new bridge is developed along Mission Bay Drive/Ingraham Street.

2. That the development proposal maintain a 20% see-through with two of the guest buildings elevated and open off-the-ground to establish additional see-through opportunities.
3. That roof lines be varied to create design interest and focus, compatible with the desired high quality design on all Mission Bay leases, and the high visual exposure the hotel site has to the Park's circulation network that will make it highly visible to the visitor.
4. That Sea World be recognized for its pioneering participation in recreational transit systems, particularly the bus shuttle system which has in the past served the Sea World leases, and Mission Bay. The continuation, and expansion of this concept is to be encouraged.

Michael Stepner
Deputy Director

Charlotte L. Hunter
Secretary to the Planning
Commission

HADFIELD: (236-7296):jm

CITY of SAN DIEGO
MEMORANDUM

GRR
RECEIVED *WJP*
JAN 23 1985 *FYB*
PROPERTY DEPT.

FILE NO.: 330.8
DATE : January 18, 1985
TO : Allen Jones, Deputy Director, Planning Department
FROM : Deputy Director, Transportation & Traffic Engineering
SUBJECT: Sea World Master Development Plan, E.Q.D. #84-0160

The purpose of this memo is to respond to the Draft EIR dated December 3, 1984, regarding the Sea World Master Plan. The review of the EIR has resulted in the following comments:

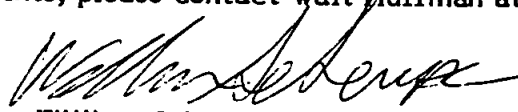
1. On page 2-5, Figure 2-4, the proposed master plan graphic incorrectly shows driveway configuration on Perez Cove Way near the Ingraham Street intersection. It will also be necessary to further revise this graphic to show other required mitigation as specified later in this memo.
2. On page 4-3, level of service at Sea World Drive and both I-5 ramp intersections should address the affects of limited storage on the capacity of these intersections. The required storage length for the dual left-turning lanes and the free right-turning lanes should be specified and compared to the existing conditions.
3. On page 4-9, it is stated that vehicle parking is permitted in a Class II bike lane. This is incorrect.
4. On page 4-11, a trip generation rate for Marina berths is shown as 3.5 trips per berth per day. The City of San Diego's recommended weekday trip generation rates, as published on April 6, 1984, recommends a rate of four trips per berth. The four trips per berth rate should be used unless sufficient documentation can be provided to justify use of other rates.
5. On page 4-11, the p.m. peak hour to ADT ratio for vehicles coming from the theme park is not shown. By calculation, it was determined that a 6% peak hour to ADT ratio was assumed. Based on a summer weekday counts taken on Sea World Way by the City during July 1982, July 1981, May 1979, and July 1975, a 10% p.m. peak hour to ADT ratio was found. Please correct your computations to indicate a 10% peak hour to ADT ratio.
6. On page 4-13, it is stated that when theme park attendance reaches 4,000,000, 7,500 additional trips will be generated from the theme park. This is incorrect, only 3,750 additional trips will be generated from the theme park expansion. (The theme park does not include the proposed hotel or marina.)

7. On page 4-18, Figure 4-5, the graphic showing the Sea World main entrance improvements should be changed. An acceleration lane should be shown on the north side of Sea World Drive, west of Sea World Way. The width of Sea World Way should be changed from 40' to 52' in order to provide standard size lanes.
8. On page 4-17, there is a discussion of the movement of Sea World Way to the east. City staff has determined that moving Sea World Way approximately 500 feet to the east would provide adequate weaving distance for a driver traveling northbound Ingraham Street to eastbound Sea World Drive, destined for Sea World Way. This would still allow proper intersection spacing for the two South Shore access points along Sea World Drive and, therefore, this relocation of Sea World Way should be incorporated in the project. Also, when the intersection is moved to the east, the signalization of the new intersection would be the responsibility of the applicant, to the satisfaction of the City Engineer. See our attached suggested phasing plan for timing.
9. In the mitigation section beginning on page 4-15, there is no mention of the widening of Sea World Drive from four to six lanes (including curb, gutter and sidewalk) along the leasehold frontage. In order to properly mitigate cumulative impacts within the area and the impacts from Sea World, this improvement should be included in the mitigation.
10. On page 4-21, it is stated that proposed total parking provided will be sufficient to handle a 50% park expansion. The figures used in this analysis are not documented in the report. (The current expansion represents a proposed attendance increase of about 33%.)
11. On page 4-32, it is stated that a fully detailed traffic engineering study is necessary to prove the feasibility of the combination Class I/Class II bikeway facility. It is also stated that the project proponent will not assume construction costs or assurance of support for implementation of this improvement. A recommended design of the bicycle facility should be incorporated in the EIR. It is further recommended that the project proponent be required to construct the needed bicycle facility.
12. Throughout the report, it is necessary that some of the information be presented in graphical or tabular form. This will make the information clearer to the reader, and will greatly facilitate future review. The information which should be shown is as follows:
 - a. Existing plus project and future plus project ADT and peak hour flows.
 - b. Traffic generation factors and projected traffic.
 - c. Parking demand factors, required parking, and parking provided.

13. On page 4-3, it is estimated that the 1983 ADT from Sea World was 22,500. It appears that the proper figure is 11,250.
14. During review of Appendix A, a number of inconsistencies in the calculations were found. In general they included a difference in volumes shown on pages A-2 through A-10 and those used in the ICU analysis.

Please note that these comments were originally contained in either our October 30, 1984 memo commenting on the preliminary DEIR or our November 28, 1984 memo commenting on the revised Traffic Study. Our suggested mitigation phasing attached to our November 28, 1984 memo, and included in the conclusions for this EIR, is still appropriate for use.

If you have any questions on our comments, please contact Walt Huffman at x7882.


William Schempers, Jr.

WS:JL:tg

cc: Sue Williams
Scott Monte
Allen`Holden, Jr.
Tom Elder
Jim McLaughlin
Westec
Jim Federhart
Property Department
Park & Recreation



January 16, 1985

Dear Richard Cohen:

Effective April 1, 1985, the Sea World Marina outdoor dry storage yard will be closed. We have enclosed a list of alternative storage facilities in the San Diego/Mission Bay area.

We apologize for any inconvenience this may cause, and thank you for your past patronage.

Pursuant to Section 1 of the Sea World Marina Storage Agreement and section 1946 of the California Civil Code, the marina is exercising its right to terminate our rental agreement. Please be advised that on or before April 1, 1985, you are to vacate space 878, or any other space you may be occupying at Sea World Marina.

Sincerely,

A handwritten signature in cursive script that reads "Dan Larson".

Dan Larson
Dockmaster
Sea World Marina

DL:kh

Certified Mail/Return Receipt Requested

CITY of SAN DIEGO
MEMORANDUM

File - Sea World
RECEIVED *Correia*
JAN 24 1985 *(via Air Postage)*
PROPERTY DEPT.

FILE NO.:

DATE : January 14, 1985

TO : DICK RANDOLPH, Property, Lease Management, via
Jerry Johnson, Claims Supervisor *J. Johnson*

FROM : MICHAEL GOMEZ, Claims Representative

SUBJECT: Seaworld - Pinniped Exhibit

I was directed to go to Sea World to conduct an onsite investigation to determine whether there was any potential exposure to the City of San Diego with respect to the operation of the above-captioned exhibit.

On January 11, 1985, I met with Mr. Thomas Osborne, Insurance Manager, for Sea World. Mr. Osborne provided me with copies of the architectural drawings of the exhibit and a copy of the computer printout which shows the alleged injuries sustained at that particular exhibit. Mr. Osborne gave me a briefing as to the incident which brought this matter to your attention.

Very basically, a man had taken his child to the Pinniped exhibit for the purposes of feeding the sea lions. They purchased food at the small food stand booth which fronts the exhibit. There is a wall which separates the spectators from the mammals which is approximately six feet in height. The gentleman took it upon himself to take and raise the two year old child over the edge of the protective wall and lower him into the pool area. When the mammal came up to take the food from the two year old he bit the child as he took the food.

Mr. Osborne stated that they had recently performed marketing studies which show that there was approximately 3,000,000 visitors who entered this park. Of those 3,000,000, approximately 70% view the Pinniped Exhibit. The reason is that the Pinniped exhibit is one of the many living participatory exhibits that provide the unique opportunity for people to feed and interact with the mammals. He further stated that the exhibit was built in conformance with the Uniform Building Code. All of the mammals in the exhibit are fed regularly and the food which is given to them by the people is merely an attraction, not the main meal.

It would appear to me that there is no prior history of problems at this particular exhibit. The computer run which was provided to me by Mr. Osborne shows a history commencing January 1, 1983, through January 1, 1985. Of the three incidents, one had to do with a slip and fall on the ramp and the other two were for bites by the mammals. However, it should be

Page 2
January 14, 1985
Pinniped Exhibit

noted, as to one of the two incidents of the alleged bites, there was never a claim filed nor any monies paid on it. Because of the nature of the exhibit it is incumbent on the parents to take responsibility for their children. Even if we were to require signs or some other restrictive measures, this would not necessarily prevent or limit a parent's activities surrounding that exhibit. Also, the City of San Diego is listed as a named insured on a liability policy carried by Sea World.

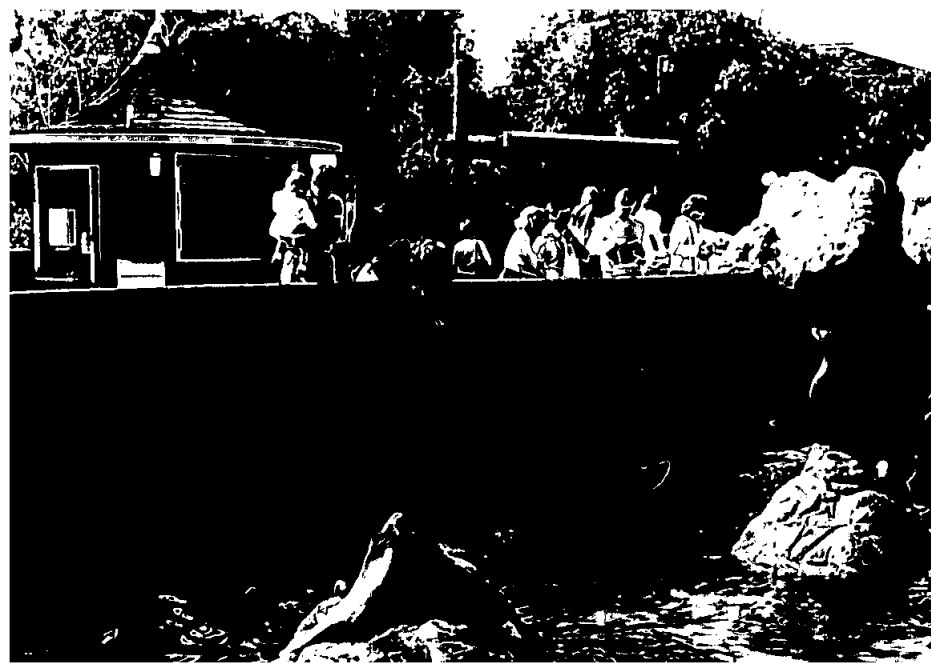
It is my recommendation that there be no change as to the method of operation of the Pinniped exhibit because there is little or no potential for liability on the part of the City.

MG:sd
Attachments

PINNIPED EXHIBIT













RE: SEAWORLD - PINNIPED EXH.

DATE: 1 / 11 / 85

TIME: 11:00 A.M.

LOCATION: PINNIPED EXHIBIT

DIRECTION FACING: N. E. S. W. VARIOUS

WEATHER: Clear

CAMERA SETTING: Auto

ASA SPEED: 400

NAME: M.A. Gomez

← ENTRANCE

← Overview

← Note height of wall

Similar situation
(Note: child is
4 yrs old)



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

ENVIRONMENTAL
QUALITY DIVISION
PLANNING
DEPARTMENT
236-5775

January 14, 1985

Mr. Farris Wankier
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Subject: Sea World Master Plan -- Detailed Landscaping Drawings

Dear Mr. ~~Wankier~~: **WANKIER**

The Planning Department has reviewed the detailed landscaping/pedestrian drawings submitted in January. The revised plans are a substantial improvement over the conceptual drawings previously submitted. Our goal is to provide enough detail within the Master Plan regarding overall landscaping and design features so that future specific improvements can be easily and quickly reviewed against these guidelines.

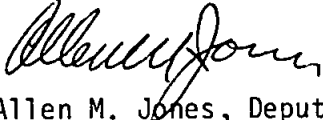
The department has the following comments regarding the plans:

1. A ground cover other than English Ivy is recommended in order to conserve water and provide greater compatibility with the New England Christmas tree.
2. We recommend minimum 5-gallon containers rather than the 1-gallon for the shrubs (Natal Plum).
3. The plans should specify the minimum width for the walkway.
4. Rather than 15-gallon containers for the perimeter trees, we recommend specimen size trees (e.g. 24" or 36" box). The 15-gallon size is acceptable for the internal plantings.
5. The plans should specify the list of species that would be used for the 'landscape screen planting', (Figure 4-9).
6. The 15' planter screen is acceptable; however the plans should specify that the 15' would be clear of any bumper overhang where it is adjacent to parking.

The plans do not address overall lighting, fencing or signage. We assume therefore that no additional signage or lighting is proposed. Also, if Sea World decides to provide a bikeway through or along the perimeter of the leasehold, these drawings should be revised to indicate the width and location of the bike path as well as how it functions with the landscaping and pedestrian path.

Please contact Ellen Mosley at 236-6773 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allen M. Jones".

Allen M. Jones, Deputy Director
City Planning Department

ERM:AMJ:a1

cc: Paul Curcio
Bill Levin

RED LION INNS®
& THUNDERBIRD MOTOR INNS

PO Box 1027, Vancouver, WA 98666 • 4001 Main St., Vancouver, WA 98663, (206) 696-0001

RECEIVED

JAN 14 1985

PROPERTY. DEPT.

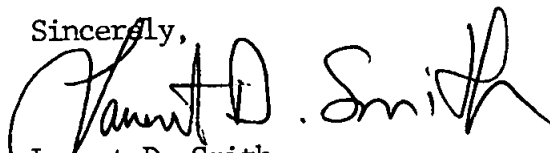
January 11, 1985

Mr. G.R. Randolph
Supervisor
Property Management Division
The City of San Diego
City Operations Building
1222 First Avenue, MS-503
San Diego, CA 92101

Dear Mr. Randolph:

It was certainly a pleasure meeting you and I hope the future offers other opportunities for our paths to cross.

Sincerely,



Lamont D. Smith
Senior Vice President

@ Facilities
Comm 1/9/85



Metropolitan Transit Development Board
620 "C" Street, Suite 400 San Diego, California 92101-5368 (619) 231-1466

RECEIVED

January 10, 1985

JAN 17 1985

RECEIVED

G-E 4

PROPERTY DEPT.

JAN 11 1985

Ms. Ellen Mosley
Environmental Quality Division
City of San Diego
202 C Street
San Diego, CA 92101

Dear Ms. Mosley:

SUBJECT: SEA WORLD MASTER PLAN - COMMENTS ON DRAFT ENVIRONMENTAL IMPACT
REPORT (DEIR) (EQD NO. 84-0161)

Thank you for the opportunity to comment on the above-referenced DEIR.

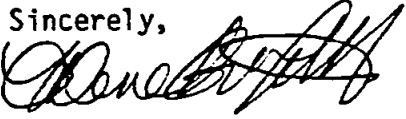
The DEIR states that the proposed project would have significant unmitigated adverse traffic/circulation impacts. Transit improvements can help mitigate such impacts. The report states that Sea World will work with San Diego Transit staff to provide barrier-free transit access. It also states that Sea World management will cooperate to support the future implementation of a shuttle tramway system. These are positive steps toward implementation of transit mitigations. However, the Master Plan contains no commitment to specific transit improvements which could be phased with project construction to help mitigate traffic impacts.

We suggest that consideration be given to including specific transit improvements in the Master Plan, and as part of the lease to be executed between Sea World and the City. Such improvements could include provision by Sea World of bus shelters, concrete pads, and other amenities at all bus stops which serve Sea World (as well as barrier-free design referred to in the DEIR).

Another transit improvement could be the irrevocable dedication by Sea World of parking spaces near the Sea World Drive/Sea World Way bus stop for Park-and-Ride (PNR) use by patrons of the various transit routes in the area. Primary use of the PNR lot would be for San Diego Transit's Sun Runner route, this would encourage use of transit to reach Mission Bay Park and Mission Bay destinations. The PNR lot could also be used by patrons of San Diego Transit Routes 9 and 80, which connect the Mission Bay area with other regional destinations. Use of such a facility could help contribute to a lessening of traffic congestion in the vicinity of Sea World.

Please feel free to contact me if you have any questions concerning these comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Helene B. Kornblatt', written over the word 'Sincerely,'.

Helene B. Kornblatt
Senior Environmental/Transportation Planner

HBK:dkd

cc: Tim Price, San Diego Transit



RECEIVED

JAN 11 1985

Donald J. Hall
General Manager, San Diego

PROPERTY DEPT.

January 10, 1985

Mr. Dick Randolph
City Property Department
1222 First Avenue
Mail Station 503
San Diego, California 92101

Dear Dick:

Enclosed you will find three copies of the Sea World/WESTEC documents that we spoke of over the phone last week.

Please let me know how to proceed with these so that we may close the deal with the WESTEC folks as soon as possible.

I trust the New Year finds you and yours in the best of health and spirits. I look forward to working with you throughout 1985 and beyond.

Sincerely,

Donald J. Hall
General Manager

DJH:lam

Enclosures

*Westick
Bill Lester*

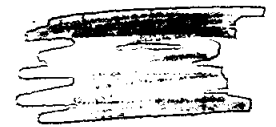
294-9770



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155



PROPERTY
DEPARTMENT
(619) 236-6020

January 9, 1985

File: Leases - Sea World Inc.

Richard A. Burt, Esq.
Gray, Cary, Ames & Frye
1700 First Interstate Plaza
401 B Street
San Diego, CA 92101-4219

Re: Proposed Amendment to Sea World Lease

I have received your letter and proposed lease amendment to the Sea World lease.

As you can understand your extensive draft will require more time for review than was originally contemplated when we submitted our draft to your colleague at your La Jolla Office.

Copies of your draft have been furnished to the City Attorney's Office for review, and comment, which will be combined with the Department's review.

As soon as we have the opportunity to thoroughly review your draft, we will arrange a meeting to discuss the issues.

G.R. Randolph, Supervisor
Property Management Division

GRR:mr

cc: Harold Valderhaug



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

PROPERTY
DEPARTMENT
(619) 236-6020

January 8, 1985

File: Leases - Sea World, Inc.

Mr. Frank Powell
Executive Vice President
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Consumer Price Index Adjustment on
\$75,000 South Shores Rental Payment

Section 5, 3 (ii) of the 8th amendment to lease (City Clerk Document RR 259814) provides that the referenced \$75,000 annual rental payment be adjusted each year by the Los Angeles/Long Beach area Consumer Price Index in the manner specified in said section.

Therefore, effective January 2, 1985, your new annual rental payment was increased to \$78,000. Below are the computations involved:

Beginning CPI (Average of July, August & September 1983)	295.37
Adjustment CPI (Average of July, August & September 1984)	308.23
Adjustment Figure (308.23 ÷ 295.37)	1.04
Effective Yearly Rental Beginning January 2, 1985 (\$75,000 x 1.04)	\$78,000

Our records indicate that you have already paid \$75,000 of the \$78,000 due, leaving a balance of \$3,000. Enclosed is Invoice B-15761 for said balance that is to be returned with your remittance.

If you have any questions, please call me at (619) 236-6985. Thank you for your cooperation.

Bill Punch

Bill Punch, Property Agent
Property Management Division

WJP:mr

Enclosure

cc: Lease Billing Supervisor ✓
Roy Quon
Financial Management

RECEIVED

JAN 01 1985

GRAY, CARY, AMES & FRYE

ATTORNEYS AT LAW

1700 FIRST INTERSTATE PLAZA
401 B STREET

SAN DIEGO, CALIFORNIA 92101-4219

TELEPHONE [619] 699-2700

TELECOPIER [619] 236-1048

TELEX ID 335-1273

PROPERTY DEPT.

OTHER OFFICES
IN
LA JOLLA
EL CENTRO

WRITER'S DIRECT LINE

GORDON GRAY (1877-1967)
W. P. CARY (1882-1943)
WALTER AMES (1893-1980)
FRANK A. FRYE (1904-1970)

December 20, 1984

Sea World/Red Lion Hotel Project
Lease Amendment

Mr. G. R. Randolph
Supervisor/Property Agent
The City of San Diego
1222 First Avenue
Mail Station #503
San Diego, CA 92101

Dear Dick:

Enclosed is a draft dated 12/19/84 of a proposed amendment to the lease between the City and Sea World to accommodate the proposed hotel project.

The following comments should help in the City's evaluation of this draft:

Paragraph 2: The amendments to Article I do two things: (1) they add the parking on the west side of the Atlantis to the leased premises, and (2) allow for the adjustment of the easterly boundary of the recent addition to the premises, as requested by the City.

We believe the addition of the parking is necessary and justified at this time for the following reasons: (a) it will undoubtedly be required in fact, as well as to obtain necessary permits; (b) the hotel sublessee and lender will require it; and (c) the area was previously under a permit because of the uncertainty as to a bridge project; now that that project is set, it should now be appropriate to add the parking to the premises provided there is language (as there is) restricting Sea World's rights only to those areas that aren't used for the bridge and its supporting structures.

w/k way - Beach accessible.

see 1-No my choice
2-OK
- PFR may need it!!!

RECEIVED

DEC 24 1984

PROPERTY DIRECTOR

Barone has suggested provision be used to our lease? improve. customized

Jim

Mr. G. R. Randolph
December 20, 1984
Page Two

Sea World agrees to allow an adjustment to be made in the easterly boundary of Parcel "A" Property 3 so long as there are some controls over the adjustment process. We have included in this draft controls we deem appropriate.

Paragraphs 3 - 5: Generally, we have made the following changes to the use clause:

(1) Changed the reference to the old "Precise Plan" to the new Master Plan which, we understand, has been approved by the City Manager, in accordance with the amendment to Article XXXII in the 1983 Lease Amendment. We understand, of course, that--as provided in the amended Article XXXII--the Master Plan is still subject to all other required approvals.

(2) Added the hotel uses.

(3) Specifies the use of the Atlantis parking.

Paragraph 6: Subparagraph "r" really didn't belong in Paragraph A of Article IV because that paragraph recites the various percentage rents and subparagraph "r" contains exclusions from the definition of "gross income." Because we also felt that all of the provisions dealing with the definition of "gross income" should be pulled together in one section (see Paragraph 8 below), subparagraph "r" was deleted and the language included in the paragraph defining "gross income."

Paragraph 7: These provisions are to be negotiated, as provided in Section 16 of the 1983 Lease Amendment.

Paragraph 8: This section pulls together in one provision all of the provisions of the lease, as well as language from another recent City lease, defining "gross income."

Paragraph 9: This paragraph was amended in several respects: First, the first part was deleted because it contained some of the elements of the definition of "gross income" and moved to the "gross income" section (Paragraph 8 above). Second, the next to last sentence was deleted because it was misleadingly duplicative of provisions in the 1983 Lease Amendment dealing with the periodic submission of statements of gross income and payment of rent (a glitch we didn't catch last year).

Mr. G. R. Randolph
December 20, 1984
Page Three

Paragraph 10: Paragraph A of Article X was amended to provide that the City Manager will not unreasonably withhold his consent. This is consistent with language in a recent City lease and also the trend in California case law.

Paragraph B was added because the sublessee of the hotel parcel and its lender will require "nondisturbance and attornment" agreements. As you know, they are typically given in commercial transactions to major subtenants.

Paragraph C was changed to accommodate a proposed new lease encumbrance clause (see Paragraph 13 below).

Paragraph 11: All of the provisions dealing with the rights of a leasehold mortgagee were removed from this paragraph and inserted in the proposed new lease encumbrance clause.

Paragraph 12: This is the provision the City requested.

Paragraph 13: We believe that the lease encumbrance clause would be unacceptable to a leasehold lender without major changes. Although Sea World has no current plans to mortgage its leasehold estate, there undoubtedly will be a mortgage on the hotel subleased parcel. We therefore believe that the leasehold encumbrance clause in the Master Lease should be updated and made commercially acceptable if for no other reason than to track with the lease encumbrance clause in the sublease.

Hence, the lease encumbrance clause was redrafted based primarily on the lease encumbrance clause in another recent City lease as well as some of the provisions of the existing lease, together with such other amendments as we felt were necessary and appropriate.

no Paragraph 14: As stated above, we believe that the City Manager has approved the comprehensive Master Plan called for in the 1983 amendment, subject to Sea World's obtaining the other required permits. Secondly, it is our understanding, with which we believe you concur, that the construction of the hotel would qualify as the "first phase" of the new Master Plan.

Paragraph 15: For reasons similar to those discussed above in connection with the lease encumbrance clause, we

Mr. G. R. Randolph
December 20, 1984
Page Four

believe that the condemnation clause should be updated.
The clause is redrafted based primarily on the condemnation
clause in a recent City lease.

Paragraph 16: The lease should provide for estoppel
certificates--new city leases do. The subleasees and/or
leasehold mortgagees will require them; hence this provision.

Paragraph 17: New City leases contain an "unavoidable
delay" provision, which we believe Sea World's lease should
contain; hence this provision.

Paragraph 18: This provision tracks similar provisions
in other recent City leases.

We look forward to discussing this matter with
you as soon as you are ready.

Sincerely yours,



Richard A. Burt

RAB:mcn/Enclosure

cc (w/enclosure): Mr. Robert R. Hillebrecht
Philip C. Williams, Esq.
Mr. Frank A. Powell
Mr. Farris Wankier
James A. McClaskey, Esq.
✓ Mr. Ray Blair
✓ Mr. James Spotts
Mr. Fred Willis

CITY of SAN DIEGO
M E M O R A N D U M

DATE: December 13, 1984

TO: John P. Fowler, Deputy City Manager, via James L. Spotts, Property Director

FROM: Property Department

SUBJECT: Sea World Rent Credit 1472

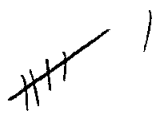
This is in response to your question of December 13, 1984 regarding the proposed Sea World rent credit.

The present Sea World lease boundary lines stop at the top of the riprap adjacent to the shoreline. The other lease lines in Mission Bay go down to the mean high tide line which has enabled us to require the lessees to maintain, repair and replace riprap where necessary, e.g., the recently completed repair and replacement at Campland.

Sea World has agreed to a riprap maintenance requirement in the lease which will be memorialized in the amendment providing for the Red Lion Hotel.


G. R. Randolph, Supervisor
Property Management Division

GRR:jw(1)W1



1/

Sea World



RECEIVED

DEC 20 1984

PROPERTY DEPT.

December 11, 1984

Mr. Allen Jones
Deputy Director
City of San Diego
Planning Department
202 "C" Street
E.Q.D. - Fifth floor
San Diego, California 92101

Attention: Mr. Allen Jones

Subject: Sea World Master Plan E.I.R.

Gentlemen:

We have received, and reviewed a copy of the subject report as published Monday, December 3, 1984, eight and a half months after the process began.

We have difficulty understanding the extremely negative statements contained in the conclusions section on the front page of the report, (copy attached); statements that ignore the many meetings and agreements to feasible mitigation by Sea World in all areas except bicycle paths.

We recognize that the primary causes of the lengthy procedure were:

1. Reviewing department's difficulty with understanding "conceptual master plan" versus a development wherein the intent of the California Environmental Quality Act (C.E.Q.A.) could be easily carried through with the detail required. Elements of the master plan are subject to a variety of influences, including financing, new concepts and changing public philosophy, all dictating flexibility and, in some cases, omission.
2. The various reviewing staffs' difficulty with understanding that all of the elements shown on the master plan will be submitted by Sea World, in detail, for re-review at the time actual development is contemplated. The City Manager's office, E.Q.D. and the Coastal Commission are involved in reviews of each project to assure conformance to the master plan concept.

Let us again go over each area of environmental concern and restate Sea World's commitment toward mitigation.

Mr. Allen Jones
December 11, 1984
Page two



A. Traffic Circulation

This was the area of review which was the leader in time consumption because of a difference of opinion between the consultant, Federhart and Associates, and the City Traffic Department.

The Traffic Department took the stance that Sea World was like any other, one time, in and out, developer and commitments (bonding) for public improvements must be made prior to issuance of building permits.

Sea World has agreed to the mitigation measures based on increased traffic toward our master plan goal of 4,000,000 people per year in attendance (a 33% increase over present). The published E.I.R states that mitigation will be required based on attendance increase or on a future year, whichever is earlier. It does not seem logical for Sea World to commit to a change in the entrance to our park and a major expenditure in the event that we have minimal or negative attendance increases.

We understand that the traffic section of the E.I.R contains an overstatement in the amount of generated traffic, i.e. the traffic generated by Sea World's growth was added to the traffic study contained in the Mission Bay South Shores master plan E.I.R. while that study already contained traffic generated by Sea World attendance increase over the years, a 300-room hotel at Sea World and 200-boat slip expansion of the Sea World marina. This should make a significant reduction in the mitigation associated with our master plan, however, Sea World will commit to:

1. Perez Cove Way/Ingraham Street intersection

OK Participation in the improvement of this intersection concurrent with completion of the new bridge. Configuration as shown in E.I.R. Figure 4-4.

2. Relocate Sea World Way

OK As stated in the E.I.R., Sea World is making improvements in 1985 to ease the entry and exiting traffic from our park, (E.I.R. Figure 4-5), however, we will commit to a traffic study at the time our attendance reaches 3,600,000 and the relocation of the entrance if the level of service at that intersection so dictates.

3. Improve Sea World Drive

Again, Sea World will commit to half-width widening of Sea World Drive to six lanes based on requirements of a traffic study at the time our attendance reaches 4,000,000.



B. Pedestrian/Bicycle Circulation

Aside from not being able to understand how our proposed master plan causes an adverse effect on the environment that dictates our building bicycle paths, Sea World has based our reluctance to participate because of the liability involved. It is our opinion that there is a danger in mixing auto traffic and bicycling, with a certainty that lawsuits will evolve.

We believe that the City could create a bikeway very inexpensively along the 40 ft. wide frontage road adjacent to the Sea World leasehold, on the side opposite the many driveways to Sea World and the proposed hotel. At a point approximately 600 ft. west from the signal at the entrance to Sea World, bikers would need to cross to the opposite side and not be in the roadway facing traffic. Sea World will give the necessary easement or relinquish the required area from its leasehold to make incorporation of a bikeway in this area by the City possible.

C. Urban Design/Visual Quality

Sea World is proud of its visual quality and the means it uses to efficiently circulate cars and visitors.

X
O We will meet with the City Planning Department whose staff can define for us, the detail that will satisfy their requirements.

Again, each individual project, when submitted for permits, contains the detail requested now in the E.I.R.

D. Biological Resources

Sea World has agreed that the plan for expansion of the marina will be revised to avoid damage to existing eel grass.

OK As an example of the flexibility needed in a master plan, Sea World had anticipated expansion of the marina in 1985. That expansion has been postponed indefinitely.

E. Dry Boat Storage

O.A We cannot agree that valuable land, within our leasehold, must be committed to dry boat storage. While not being familiar with the report that found a shortage of dry boat storage spaces in Mission Bay Park, we are attaching a letter, recently sent, that seems to contradict a shortage is present.

In summary, we at Sea World, while being admittedly prejudiced, believe that expansion of our park will not have a negative effect on the environment, but rather aid us in remaining an asset to the City of San Diego and towards continuing to perform a valuable function in enhancing the recreational entertainment and educational experience of millions of residents and visitors.

Mr. Allen Jones
December 11, 1984
Page four



While we will cooperate to any reasonable extent to satisfy those seeking areas for mitigation, we ask you to recall our original agreement in 1983 to mitigation for the 25 acres sought by Sea World for long term expansion of the park. Our commitment of \$750,000 to fund the construction of 10 acres of public park in Mission Bay plus \$250,000 to the City's general fund, should be sufficient to offset many areas of mitigation now being sought for approval of our master plan for use of that 25 acres.

Sincerely,

Frank A. Powell, Jr.
Executive Vice President

FAP/lk
Enclosures

cc: Mr. Ray Blair
Mrs. Sue Williams
Mr. Jim Fowler
Mr. Jim Spotts
Mr. Jack Van Cleave
Councilman Mike Gotch
Mr. William Schempers
Mr. Jim Federhart
Ms. Ann Nausbaum

Dcc: Mr. Hillebrecht
Mr. Hall
Mr. Redlinger
Mr. Burt
Mr. Williams



Environmental
Quality
Division

236-5775

Environmental Impact Report

EQD No. 84-0160
SCH No. 84030708

SUBJECT: Sea World Master Plan. COUNCIL ADOPTION of a Master Land Use Plan as a condition of a 32-acre, 50-year ground and water lease negotiated by Sea World and the City Manager. Key features include construction of a 300-room hotel and expansion of the theme park, marina and parking areas. Located between Sea World Drive and Mission Bay just east of Ingraham Street in the South Shores area of Mission Bay Park. Applicant: Sea World, Inc.

CONCLUSIONS:

Expansion of the Sea World facilities as proposed in its Master Plan would create several significant unmitigated impacts in the areas of traffic circulation (directly causing two intersections to function at an unacceptable level of service); pedestrian/bicycle circulation (no provision for non-vehicular access as recommended by relevant land use plans); urban design/visual quality (absence of plans for the aesthetic and design aspects of the park's periphery); biological resources (loss of eelgrass without compensation as required by state and Federal permitting agencies); dry boat storage (loss, without replacement, of 18 percent of the dry boat storage within Mission Bay).

These impacts remain unmitigated because of a lack of commitment to identify and accept responsibility for mitigation, as well as the lack of an implementation process which provides a mechanism to ensure construction of necessary mitigation measures concurrent with leasehold improvements.

SIGNIFICANT UNMITIGATED IMPACTS:

Traffic Circulation: The increased traffic from the expansion of Sea World would create unacceptable conditions at nearby intersections. Whereas an acceptable condition of traffic flow is considered to be level of service (LOS) C, the Sea World Drive/Sea World Way intersection would be reduced from the existing LOS D to LOS E, and the Ingraham Street/Perez Cave Way intersection would also degrade to LOS E. In addition, Sea World expansion would incrementally worsen existing congestion at the Interstate 8 off-ramp to Sports Arena Boulevard/Ingraham Street, which is currently operating at LOS F.

o Bicycle/Pedestrian Circulation: A discontinuous system of bicycle/pedestrian pathways currently winds through Mission Bay Park. The Mission Bay Master Plan and Coastal Access Study stress the need to upgrade these paths and make them continuous and accessible to key portions of the Bay. The Master Plan does not provide for improvement of the system through or

3467 Kurtz Street
San Diego, California 92110
714-224-2911
Telex 697-841

Woodward-Clyde Consultants

DAILY PROJECT REPORT

Project Sea World Slope Repair Project No. 54198E-0004
Date 12/7/84

visited staging area in AM. Contractor has previously moved in crane, loader, and dump. armor rock & gravel backing stockpiled in staging area.

Observed no damage to Sea World Parking Areas.

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities

By

David J. Schuy



3467 Kurtz Street
San Diego, California 92110
714-224-2911
Telex 697-841

Woodward-Clyde Consultants

DAILY PROJECT REPORT

Project Sea World Slope Repair Project No. 54198E-0004
Date 12/21/84

visited staging area in AM; barge had arrived around 8:00 AM and was already in position adjacent to rock stockpile area. Contractor prepared to begin loading rock and placing rock after Christmas Holiday.

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities

By

David J. Selva



3467 Kurtz Street
San Diego, California 92110
714-224-2911
Telex 697-841

Woodward-Clyde Consultants

DAILY PROJECT REPORT

Project San World Ship Repair Project No. 54198E-0004
Date 12/26/84

visited staging area in AM & spoke with
Walt Jellison (Foreman, R.E. Stait). Contractor
working on barge rigging & laying timber
on deck to protect deck from rock. According
to Walt, it appears that rock placement
will not begin until later in the week,
possibly Friday.

By David J. Selway

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities



FIELD REPORT

Date Jan 2, 1985

Project Name: Sea World Slope Repair

Project No. 54198E - 2004

Project Location: Work area B

Contractor: R. F. Staite

Foreman: Ed Edwards

Equipment Working: barge, crane, & tug

Approx. Yardage moved Today: _____

Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Visited site at 11:00 AM

observed work completed this morning (first day of rock placement). Contractor had placed additional armor rock along top of slope between Stations 1000 to 1270. Asked that additional rock be placed between approx Station 1060 to 1080. Approved rock placement to date.

left site 12:30 pm.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

*HOURS

Field Tech.: (Reg.) _____ (Overtime) _____

Mileage: _____

(W) W-C C Proj. Engr. _____

Field Tech: D. Selung

(B) Client _____

Designated Client Rep.: _____

(P) Contractor _____

(G) Retain on Job _____

*Include travel, laboratory, or consultation time.



FIELD REPORT

5

Project Name: SEA WORLD SLOPE REPAIR Date: 12/3/85
 Project Location: Seaworld - Work Area B Project No.: 54198E-0004
 Contractor: R.E. Stairte Foreman: Ed Edwards
 Equipment Working: Land crane, Barge and front-end loader (am)
water crane & Barge (pm)

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Visited site @ approximately 10:30 a.m. Land crane unloading debris from barge and loading stone from stockpile. Front-end loader working stockpile. Ed Edwards said they would be placing stone after lunch (about 2:00 p.m.).

Inspected work done to date. Appears that work has consisted primarily of placing stone along top of existing rip rap from Sta. 1270 to Sta. 1000. Excavation for start of section 1-1 type repair was started west of wooden stairway (near Sta. 1000).

Visited site @ approximately 2:30 p.m. - Crane removing existing stone and making excavation along top between Sta. 1000 and 910 in area B. Approved general method/extent of excavation. Advised Ed Edwards that existing rock removed from top should be placed along toe and not wasted.

Excavation between 1000 and 910 to be ready for inspection in morning (≈ 10:00 am Friday)

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* HOURS
 Field Tech.: (Reg.) 3 (Overtime) _____ Mileage: _____
 (W) W-CC Proj. Engr. Louis J. Lee Field Tech: _____
 (B) Client Seaworld
 (P) Contractor R.E. Stairte Designated Client Rep.: _____
 (G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

6

Date 1/4/85

Project No. 54198E-0004

Project Name: SEA WORLD SHOPE REPAIR

Project Location: - Sea World - Work Area B

Contractor: R.E. Staito

Foreman: Eel Edwards

Equipment Working: Water Crane and Barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Inspection of work area B - start @ 0930 am -

Start @ Sta. 600 - minor sparse areas at top at sta. 600
* Barge & crane working no new rock placed to ~ sta. 635
at sta. 600 placing stone.

Sta. ~ 635 - start some new stone at top to sta. ~ 700
pipe with water flowing @ ~ sta. 700
more ~~new~~ new stone on slope between approx. sta.
675 and 725.

Sta. ~ 725 to sta. 750 - sparse areas

Sta. ~ 765 - minor sparse area, small amount of new stone
limited new stone at top to sta. 850

Sta. ~ 850 pocket of more stone at top
minor new stone at top to station 900

Sta. ~ 910 - ~ 6" dia. white plastic pipe, strict section 1-1

* Barge move to sta. 910-1000 repair to sta. 1000
@ ~ 1030 a.m.

Sta. 1000 to 1200 - variable amounts of new stone along top

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* HOURS

Field Tech.: (Reg.) 4 (Overtime) _____

Mileage: _____

(W) W-C C Proj. Engr. _____

Field Tech: Louis J. Lee

(B) Client _____

Designated

(P) Contractor _____

Client Rep.: _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

Sheet 1 of 2

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

FIELD REPORT

6 (cont.)

Date 1/4/85

Project Name: SEA WORLD SLOPE REPAIR

Project No. 54198E-0004

Project Location: _____

Contractor: _____ Foreman: _____

Equipment Working: _____

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Sta. 910 to 1000 - approved excavation for section 1-1, started placement of filter cloth @ $\approx$ 1130 am

Placed two 6' wide sections of filter cloth (with $\approx$ 2' overlap) along bottom of excavation for full length (filter cloth parallel to slope)

started placing gravel backing @ $\approx$ 12:00 noon

placed 3rd strip of filter cloth along back of excavation

Place gravel backing to west side of stairs (approx. station 960)

started placing armor stone about 1:00 pm

Ed Edwards said he would finish placing gravel backing for full length of area, but would probably not have enough armor stone to finish full section today. Planned to spend latter part of day loading more stone.

Left site @ $\approx$ 1:30 pm.

Note: Need to discuss treatment between sta. 450 to 910 on Monday (1/7/85)

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* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____

(W) W-C C Proj. Engr. _____ Field Tech: James J. Lee

(B) Client _____ Designated Client Rep.: _____

(P) Contractor _____

(G) Retain on Job _____

*Include travel, laboratory, or consultation time.

FIELD REPORT

7

Date Jun 7, 1985

Project Name: Sea World Slope Repair

Project No. 54198E-0004

Project Location: Sea World work area "B"

Contractor: R. E. Staite

Foreman: Ed Edwards

Equipment Working: Loader, Crane, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

arrived @ 9:30 AM, met with Ed Edwards
Barge unloading rock in staging area. Reviewed rock placement area
Barge filled and moved to work area @ 11:00 AM.
Contractor continuing to place rock (armor facing) between
Station 910 to 1000 to complete graded riprap section 1-1
per plans.

left site 11:30 AM.
returned site 12:30: Observed placement of armor facing:

Station 910-1000: Contractor placed armor facing in
general accordance with section 1-1
of plans.

approved completion of Station 910-1000

Station 910 to ±750 observed placement of armor facing
along sparse areas along top &
mid-portion of slope, per field report
dated 1/4/85

approved completion of rock placement
between Station 750 to 910

left site @ 3:30 pm.

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PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech. (Per) 6
Robert G. Givens

(Overtime) _____

Mileage: _____

(W) W-C Proj. Engr. _____

Field Tech: D. Selway

(B) Client _____

Designated

(P) Contractor _____

Client Rep.: _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

Sheet _____ of _____

FIELD REPORT

8

Project Name: Sea World Slope Repair Date: Jan 8, 1985
 Project Location: work area B Project No. 54198E 8004
 Contractor: R.E. Staite Foreman: Ed Edwards
 Equipment Working: Barge, Crane, & Tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

arrived on site 7:30 AM, high tide conditions in Am
 Station 750 to 600: Contractor resumed placement
 of armor rock facing along top
 and mid portion of slope.
 Observed and approved placement
 of armor rock between Sta. 600-750
 Nilehill on site 8:30 - 9:00 AM, advised Nile that
 revised treatment of Station 450 to 910 needs to be
 resolved. Staite plans grouting work area A on 1/15/85.
 Station 450 to 468: observed & approved spot placement
 armor rock along top of slope.
 tide too high to begin excavation work, barge returned
 to staging area to reload with rock.
 Called John Redding & informed him of possible damage
 to large tree adjacent to work area; SeaWorld will trim tree.
 left site 10:30 AM

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

*HOURS

Field Tech. (Reg.) _____ (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. _____ Field Tech. R. Sluag
 (B) Client _____ Designated
 (P) Contractor _____ Client Rep.: _____
 (G) Retain on Job _____

*Include travel, laboratory, or consultation time.

FIELD REPORT

8 (cont.)

Date 1/8/85

Project Name: Sea World Slope Repair

Project No. 54198E-0004

Project Location: _____

Contractor: _____ Foreman: _____

Equipment Working: _____

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

returned to site @ 12:30 pm, barge had been reloaded and towed to work area by 1:00 pm. Sea World had trimmed tree.

Station 450 to 410 : (actual limits of required slope rebuilding according to contractor stakes) began slope rebuilding per graded rip rap Section 1-1

observed and approved excavation prior to rock placement. Limits of excavation generally 5' wide by 2 1/2 - 3 ft. deep. Eroded areas along top of slope backfilled by hand using soil removed from excavation.

observed & approved placement of filter cloth. Two lengths of cloth used with 2' overlap along center & edges.

observed & approved placement of gravel bedding. observed placement of armor rock along graded section, armor rock placement not complete at end of work day.

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left site @ 3:30 pm.

* HOURS

Field Tech.: (Reg.) 6 (Overtime) _____ Mileage: _____

(W) W-C C Proj. Engr. _____ Field Tech: P. Schuy

(B) Client _____ Designated Client Rep.: _____

(P) Contractor _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

FIELD REPORT

9

Date 1/9/95

Project Name: SEA WORLD SLOPE REPAIR

Project No. _____

Project Location: Sea World Area "B"

Contractor: R.E. Staito

Foreman: Ed Edwards

Equipment Working: Floating Crane & Barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Site visit @ 10:00 a.m. (high tide)

Crane excavating for section 1-1 between sta. 90 and 280. Water is over level of excavation, could not observe bottom of excavation.

Site visit @ 2:00 p.m.

Inspected excavation between sta. 90 and 280. Requested that stone be removed from localized areas. Two strips of filter cloth & bedding gravel in place sta. 95 to sta. 150. Placing stone. Inspected and approved placement of stone in localized areas along top between sta. 450 and 600.

Contractor guide @ ~ 3:10 p.m. Still placing armor stone in area between sta. 95 & 150. Advised Ed Edwards that top of slope would need to be dressed and that additional stone is to be placed at ends, sta. 70 to 95 and sta. 280 to 320.

Left site ~ 3:15 p.m.

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* HOURS

Field Tech.: (Reg.) 3 (Overtime) _____

Mileage: _____

(W) W-C C Proj. Engr. _____

Field Tech: Louis J. Lee

(B) Client _____

Designated Client Rep.: _____

(P) Contractor _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

10

Project Name: Sea World Slope Repair Date: 1/10/85
 Project Location: Sea World - work area "B" Project No. 54178E-0004
 Contractor: R.F. Staite Foreman: Ed Edwards
 Equipment Working: Crane, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

arrived on site @ 8:00AM, high tide conditions
 barge located approx. Sta 90.

Station 30 - approved placement of additional
 Station 70-90 armor rock along top of slope

Station 90-130 contractor continuing to place
 armor rock along top of slope
 not able to work lower slope
 due to high tide. Additional
 armor rock & slope dressing required
 prior to approval.

barge returned to staging area to unload.
 left site @ 9:30AM.

returned site @ 1:00PM low tide conditions

Station 130-215 observed & approved excavation, filter
 cloth placement, & gravel backing.
 contractor began placing armor rock
 additional armor rock required.

left site @ 3:15pm

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*HOURS
 Field Tech. (Reg.) 4 (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. _____ Field Tech: David J. Seluz
 (B) Client _____ Designated
 (P) Contractor _____ Client Rep.: _____
 (G) Retain on Job _____

*Include travel, laboratory, or consultation time.

FIELD REPORT

11

Project Name: Sea World Slope Repair Date: Jan 11, 1985
 Project Location: Sea World - work area "B" Project No. 54198E-0004
 Contractor: R.E. Staite Foreman: Ed Edwards
 Equipment Working: Crane, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

arrived on site @ 8:00 AM
 Contractor continuing to place armor rock between
 station 130 to 205.

Station 90-130: observed spot placement armor
 rock along localized areas of
 lower slope. Approved extent of work

Station 130 - 205: observed placement of armor rock
 along top of slope & localized areas
 of lower slope. Approved extent of
 work.

Contractor continuing to clean excavation working
 east from sta 205. With incoming tide, water too high
 to place filter cloth. Barge returned to staging area
 to unload.

left site @ 10:15 AM.
 returned to site @ 1:00 PM

Station 205-280: observed and approved excavation
 placement of filter cloth & gravel backing.
 left site @ 3:00 pm. began placing armor rock. sta 205-280

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 PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS
 Field Tech.: (Reg.) 4 (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. _____ Field Tech: D. Schug
 (B) Client _____ Designated
 (P) Contractor _____ Client Rep.: _____
 (G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

12

Date 1/14/85

Project Name: Sea World Slope Repair

Project No. 54198E-0004

Project Location: Sea World Area "B"

Contractor: R.E. Staitz

Foreman: Ed Edwards

Equipment Working: Crane, barge, tug

Approx. Yardage moved Today: _____

Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

arrived on site @ 8:00 AM, Nile Hill on site 8:30-9:00 AM

Station 205-280: observed and approved placement of armor rock along top of slope. Approved extent of work.

Station 280-305: observed and approved placement additional armor rock along top of slope.

observed placement of plywood forms for grout placement within Atlantis Restaurant area.

left site @ 10:30 AM; barge to move to area A after loading

reviewed method of grout placement and proposed grout mix with LSL. Method and mix are in our opinion in accordance with project specifications.

site visit @ 1:00 pm: barge not yet moved to A area

site visit @ 3:00 pm: barge relocated to area A, met with Nile Hill to discuss proposed grouting procedures

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left site @ 3:45 pm

*HOURS

Field Tech.: (Reg.) 4

(Overtime) _____

Mileage: _____

(W) W-C C Proj. Engr. _____

Field Tech: R. Selberg

(B) Client _____

(P) Contractor _____

Designated Client Rep.: _____

(G) Retain on Job _____

*Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants



CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

Sheet _____ of _____

FIELD REPORT

Date Jan 15, 1985

Project Name: Seaworld Slope Repair

Project No. 5-198E-0004

Project Location: South Mission Bay Park - Seaworld Drive & Tigris St.

Contractor: Staito Engineering Inc. Foreman: Ed Edwards

Equipment Working: crane barge - rock barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Met on site with Dave Schug of WCC to review scope of work to be done in work area "A". Placed approx 5 1/2 yds of concrete in undermined areas of sidewalk and patio from Sta 249.5 to 255.5; Sta 261 to 287; Sta 392 to 459. Forming was placed 4 inches out from existing slab and the concrete vibrated into the voids under the slabs with an electric vibrator. Concrete was observed flowing into the voids then 3 holes drilled thru the slab approx 2 ft back from the formed edge. Slope repair section 1-1 was extended from Sta 1000 to 1045. This 45 ft length not shown on the work plan but in need of repair and approved by Lou Lee. Work plan section 1-1 placed from sta 970 to 1000. Filter cloth was placed lengthwise, parallel to the shoreline in the excavation and approx 1 to 2 ft folded back over the gravel backing on the seaward edge and covered with light armor rock. The embankment side of the filter cloth extended to the top of the slope repair section. From sta 775 to 970 additional riprap was placed in low and unprotected areas as needed to contour and restore the slope. Slope repair and restoration work completed this day from sta. 775 to sta 1045.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

*HOURS

Field Tech.: (Reg.) 8 (Overtime) _____

Mileage: _____

(W) W-C-C Proj. Engr. Lou Lee

Field Tech: Marvin E. Jackson

(B) Client Seaworld Corp.

(P) Contractor Staito Engineering Inc.

Designated Client Rep.: _____

(G) Retain on Job File

*Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS AND ENVIRONMENTAL SCIENTISTS

Sheet _____ of _____

FIELD REPORT

Date Jan 16, 1985
Project No. 54/98E-0004

Project Name: Seawall Slope Repair
Project Location: Scott Mission Bay Park
Contractor: Stait Engineering, Inc. Foreman: Ed Edwards
Equipment Working: Crane Charge - Rock Range

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
Approx. Yardage moved To Date: _____

REMARKS

Met with Don Lee, Seawall Reps + Nils (Stait) and discussed work plan regarding existing water lines behind the Atlantic Rest. The 2" salt water line and the 4" fresh water line can be shut down during the work day only for a max of 4 consecutive days. Service must be restored at the end of the shift each day. Water line cleanouts to be marked by contractor and Seawall to install extensions at the completion of the work project. Water service interruption and restoration to be coordinated daily between Stait Engineering and Seawall. Don Lee approved extending Section 3-3 from sta 750 to sta 775 for slope repair on the work plan. Completed section 3-3 excavation from sta 725 to 775. Placed 3-4 ft width of filter cloth. Placed gravel and armor stone in approx 1/2 of the excavation by days end.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) 8 (Overtime) _____ Mileage: _____
(W) W-C Proj. Engr. Don Lee Field Tech: Marion E. Johnson
(B) Client Seawall Corp.
(P) Contractor Stait Engineering Inc. Designated Client Rep.: G
(G) Retain on Job _____

*Include travel, laboratory, or consultation time.

FIELD REPORT

Date Jan 17, 1985

Project No. 54198E-0004

Project Name: Seawall Slope Repair

Project Location: South Mission Beach Park

Contractor: Staito Engineering Inc. Foreman: Ed Edwards

Equipment Working: Crane, large rock barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

REMARKS

Began section 1-1 excavation at sta. 525 to a depth of 3 ft. The bottom and grass side of the excavation are both still in compact existing riprap. Extended the excavation to sta. 570 before soil was encountered in the bottom and side of the excavation. Began section 3-3 excavation at sta 570 and continued to sta 620. Placed 3 widths of 6 ft wide filter cloth from sta 570 to 620 parallel to the shoreline. Placed gravel & rock from sta 570 to sta 620 as per section 3-3 work plan.

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* HOURS

Field Tech.: (Reg.) 10 (Overtime) _____ Mileage: _____

(W) W-CC Proj. Engr. Don Lee

Field Tech: McJannet

(B) Client Seawall Corp.

(P) Contractor Staito Engineering Inc.

Designated Client Rep.: _____

(G) Retain on Job File

*Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

Sheet _____ of _____

FIELD REPORT

12-10-16

Project Name: Seagould Slope Repair Date: Jan 18 1985
 Project Location: North Mission Bay Park Project No. 541985-0004
 Contractor: Stait Engineering, Inc. Foreman: Ed Edwards
 Equipment Working: Wheel loader - rock bridge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Reclaimed and completed section 3-3 excavation from sta 620 to 665. Topped out with armor rock and knuckled riprap from sta 595 to sta 630. Placed 3 widths of filter cloth from sta 620 to 665. Placed gravel and armor rock 16" near top of slope. Placed approx 6" of soil from sta 650 to sta 670 next to the asphalt walk way with min. compaction effort. Will require additional compaction when the remainder of the 3-3 section is completed in this area.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS
 Field Tech.: (Reg.) 8 (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. Don Lee Field Tech: Mike Duran
 (B) Client Seagould Park
 (P) Contractor Stait Engineering, Inc. Designated Client Rep.: _____
 (G) Retain on Job File

*Include travel, laboratory, or consultation time.

Sheet _____ of _____

FIELD REPORT

FR 19 17

Project Name: Seawall Slope Repair Date: Jan 21, 1985
 Project Location: South Mission Bay Park Project No: 54198E-0004
 Contractor: Stait Engineering Inc. Foreman: Ed Edwards
 Equipment Working: Crane Barge - rock barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Arrived @ 7:00 AM, Contractor working eastward from Station 00 to about Station 100; observed excavation, placement of filter cloth and placement of gravel backing. Barge left Atlantis area at about 11:00 AM and moved into cave. Continued placing armor rock to the top of the slope and beveled from sta 620 to 665. Completed section 3-3 excavation from sta 665 to sta 700. Placed 3 widths of filter cloth and gravel as before by days end. Placed approx 2 yds of soil from sta 650 to sta 670 to top out soil placement in eroded area.

Marv Iverson on site after 12:00 pm, see Marv's notes above.

Nile Hill called to inform me that he plans to shut down work operations during afternoon of Jan 22 and entire days of Jan 23, 24 due to extreme high tide conditions during mid portion of day. Work will probably resume on Friday, Jan 25, 1985.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. Don Dee Field Tech: Marvin E. Iverson
 (B) Client Seawall Corp. Designated Client Rep.: Daniel Schuy
 (P) Contractor Stait Engineering Inc.
 (G) Retain on Job Files

* Include travel, laboratory, or consultation time.

Sheet _____ of _____

Woodward-Clyde Consultants
 CONSULTING ENGINEERS, GEOLOGISTS
 AND ENVIRONMENTAL SCIENTISTS

FIELD REPORT

FR #20 18

Project Name: Seaworld Slope Repair Date: Jan 22, 1985
 Project Location: Smith Mission Bay Park Project No.: 54198E-0004
 Contractor: Staito Engineering Inc. Foreman: Ed Davids
 Equipment Working: Crawl Barge - rock barge

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Completed section f-1 from sta 0 to sta 135. Due to high tides and restricted working hrs the lower portion of this area is not accessible for placement of armor as needed below the excavated section. The contractor is not going to do any more work on the project until Friday (1-25-85) when the daytime tide becomes more favorable.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS
 Field Tech.: (Reg.) 4 (Overtime) _____ Mileage: _____
 (W) W-CC Proj. Engr. Long, Lee Field Tech: McE. Johnson
 (B) Client Seaworld Corp.
 (P) Contractor Staito Engineering Inc. Designated Client Rep.: _____
 (G) Retain on Job Files

*Include travel, laboratory, or consultation time.

FIELD REPORT

Project Name: Sea World Slope Repair Date: Jan 25, 1985
 Project Location: Sea World Area A Project No: 54198E-0004
 Contractor: R.E. Stute Engineering Foreman: Ed Edwards
 Equipment Working: Crane, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Arrived on site @ 7:00 AM, resumption of work after two days down due to high tides midday. Contractor continued working eastward from approx sta 135.

Sta 135 to 150: Observed excavation, placement of filter cloth, and placement of gravel backing and armor stone. localized areas along top of slope were backfilled with soil. Approved extent of work per Section 1-1 repair.

at approx 11:00 AM, barge moved inside core area

Station 660-700: Observed & approved continued placement of armor stone to complete slope repair per Section 3-3.

Station 700-approx 730: Completed short stretch remaining excavation, filter cloth placement, and gravel backfill. Additional armor rock required to complete repair section.
 Left site 2:00 PM

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* HOURS
 Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____
 (W) W-C C Proj. Engr. _____ Field Tech.: David J. Selung
 (B) Client _____ Designated Client Rep.: _____
 (P) Contractor _____
 (G) Retain on Job _____

*Include travel, laboratory, or consultation time.

FIELD REPORT

20

Project Name: Sea World Slope Repair Date: Jan 28, 1985
 Project Location: Work area "A" Project No. 54198E-0004
 Contractor: R.E. Skite, Inc. Foreman: Ed Edwards
 Equipment Working: Crane, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
 Approx. Yardage moved To Date: _____

REMARKS

Contractor spent early morning reloading barge in staging area. Loaded barge arrived in Cove area about 11:00AM.

Contractor continued working eastward from approx Sta 735 to Sta 750. Remaining work consisted of placement of additional armor stone along localized previously rebuilt area to complete repair section 3-3. Additional armor stone placed approx Sta 560 to 600 to complete repair section.

Observed & approved extent of work completed between approx Sta. 560 to 750.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____

(W) W-C C Proj. Engr. _____ Field Tech.: B. Selms

(B) Client _____

(P) Contractor _____ Designated Client Rep.: _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

Project Name: SEA WORLD SLOPE REPAIR Date: 1/29/85
Project Location: SEA WORLD AREA A and B Project No.: 54176E-0004
Contractor: R.E. Staite Engineering Foreman: Ed Edwards
Equipment Working: Crane, Barge & Tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
Approx. Yardage moved To Date: _____

REMARKS

Met at site 0800 with John Redlinger of Seaworld and Nick Hill of R.E. Staite. Reviewed progress of job and inspected all work completed in Areas A and B. The following were noted:

Area A - In area 170 to 300, extend soil around and out from graded areas to improve visual appearance

• Extend 4" geot edge to flag pole in approximate area 370 to 385

• Check broken sprinkler head at approx. sta. 6+75, Seaworld to fix. Need additional soil in this area.

• Cover filter cloth with additional stone at sta. 7+50 and 7+60

Area B - Need additional stone between approx. sta. 200 and 250
Add. stone at top at approx. sta. 390

• Add. stone on top of bank at approx. sta. 700 (erosion from surface flow in this area)

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* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____

(W) W-C C Proj. Engr. _____ Field Tech: _____

(B) Client _____

(P) Contractor _____ Designated Client Rep.: _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

Project Name: Sea World Slope Repair Date: Jan 30, 1985
Project Location: work area "A" Project No. 541985-0004
Contractor: R. E. Staite, Inc. Foreman: Ed Edwards
Equipment Working: crane, barge & tug
hand-held wacker

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
Approx. Yardage moved To Date: _____

arrived @ 7:00AM

REMARKS

Contractor continued working eastward from
approx Station 200.

All utilities were disconnected, pipe section was
removed and a shallow trench generally 1-1 1/2 feet
deep was excavated in the existing wrap. The pipes
were covered section by section with gravel backing.

upon completion of pipe burial, excavation
along top of slope was made per Section 2-2 of
spec. 2 layers of filter cloth were placed in the
excavation then covered with gravel backing. Soil
backfill was placed behind cloth to extend existing
landscaped area. armor stone was then placed upon
repair section to blend slope with inclination of
adjacent repair area. Hand-held wacker used to
compact backfill, after working compactor, additional
soil was placed & compacted to overbuild top of slope.

observed excavation, filter cloth placement, & rock placement
between Sta 200 to approx 280. Additional soil & armor rock
required prior to approval.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS
PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____

(W) W-C C Proj. Engr. _____ Field Tech.: D. Selung

(B) Client _____

(P) Contractor _____ Designated Client Rep.: _____

(G) Retain on Job _____

* Include travel, laboratory, or consultation time.

FIELD REPORT

23

Date Jan 31, 1985

Project No. 54198E-0004

Project Name: Sea World Slope Repair

Project Location: work area "A"

Contractor: R.E. Straite, Inc. Foreman: Ed Edwards

Equipment Working: crane, barge & tug

hand-held wacker

Approx. Yardage moved Today: Est. Days to Completion:

Approx. Yardage moved To Date:

REMARKS

Contractor continued working eastward from approx Sta 280. Repair work consisted of continued pipe burial. Water was shut down, excavation made below existing rock surface, pipe placed back in excavation then covered with gravel backing.

Repair work per Section 1-1 of specifications was continued between Station 280 and 360. Observed excavation, placement of filter cloth, placement of gravel backing and placement of armor stone. Soil backfill (placed at top of slope behind filter cloth) was extended to approx Station 300. Soil was compacted using hand-held gasoline-powered wacker.

Additional concrete placed between approx Sta 370 to 385 to extend edge of patio to match previous concrete work.

Additional armor stone placed along mid & lower portion of slope starting at Sta 00 to approx Sta 50.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) (Overtime) Mileage:

(W) W-C C Proj. Engr. Field Tech: David J. Selig

(B) Client

(P) Contractor Designated Client Rep.:

(G) Retain on Job

* Include travel, laboratory, or consultation time.

FIELD REPORT

Date Feb 1, 1985Project Name: Sea World Slope RepairProject No. 54198E-0004Project Location: Work area "A"Contractor: R.E. Staitz, Inc.Foreman: Ed EdwardsEquipment Working: Crane, barge & tug.

Approx. Yardage moved Today: _____ Est. Days to Completion: _____

Approx. Yardage moved To Date: _____

arrive @ 11:00 AM

REMARKS

Barge loading at start of day, loaded barge returned to work area about 11:00 AM. Contractor continued working towards cone from approx Sta. 360

Sta 360-450 (southerly edge patio area) work consisted of placement of additional armor rock along top & mid portion of slope. Rock along top edge of patio placed by hand.

station 450-500 repair work consisted of placement of filter cloth along exposed areas of bank, cloth was covered with gravel bedding, then armor stone placed to rebuild slope to uniform inclination.

station 500-520 (adjacent to tramway landing) work consisted of placement of armor stone along top of slope. Rock placed by hand

Met John Redlinger at site at 11:00 AM. Reviewed progress of job and inspected all area "A" work; all work appears satisfactory in area "A".

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS

Field Tech.: (Reg.) _____ (Overtime) _____

Mileage: _____

(W) W-C C Proj. Engr. _____

Field Tech.: David L. Selung

(B) Client _____

Designated
Client Rep.: _____

(P) Contractor _____

(G) Retain on Job _____

*Include travel, laboratory, or consultation time.

Woodward-Clyde Consultants

CONSULTING ENGINEERS, GEOLOGISTS
AND ENVIRONMENTAL SCIENTISTS

Sheet _____ of _____

FIELD REPORT

Project Name: Sea World Slope Repair Date: Feb 4, 1985
Project Location: work area 'B' Project No. 54198E-0004
Contractor: R.E. Staite Inc. Foreman: Ed Edwards
Equipment Working: none, barge & tug

Approx. Yardage moved Today: _____ Est. Days to Completion: _____
Approx. Yardage moved To Date: _____

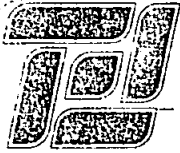
REMARKS

arrive @ 7:30AM
Work generally consisted of localized placement of armor rock as discussed with John Redlinger of Sea World on Jan 27, 1985
Station 280-440: additional armor stone placed along top of slope below grass landscaped area.
Station 280-250: spot placement of armor stone at areas along top of slope.
Station 680-750: additional armor stone placed along top & mid portion of slope.
1:30pm: Met with John Redlinger who approved additional rock placement in Area B.
In our opinion, all work appears satisfactory & complete in work areas "A" and "B".
At John Redlinger's request, remaining large load of rock was placed within an eroded area within bird enclosure area. Met Nile Hill at staging area; Staite will clean up & regrade staging area to Sea World's satisfaction.

THIS FIELD REPORT ONLY PROVIDES THE RESULTS OF OBSERVATION AND TESTS BY WOODWARD-CLYDE CONSULTANTS PERSONNEL. THIS REPORT SHOULD NOT BE CONSTRUED AS SUPERVISION, DIRECTION, OR A RECOMMENDATION.

* HOURS
Field Tech.: (Reg.) _____ (Overtime) _____ Mileage: _____
(W) W-C C Proj. Engr. _____ Field Tech: A. Selvey
(B) Client _____ Designated Client Rep.: _____
(P) Contractor _____
(G) Retain on Job _____

*Include travel, laboratory, or consultation time.



Testing Engineers—San Diego

3467 Kurtz St., P.O. Box 80985, San Diego, CA 92138 (619) 225-9641
2948 Industry Street, Suite B, Oceanside, CA 92054 (619) 758-3730



PHYSICAL PROPERTIES OF SOILS & AGGREGATES LABORATORY REPORT

Client Woodward Clyde Consultants
3467 Kurtz Street
San Diego, CA 92110

Job No. 1285
Lab No. SD84-3794
Date of Report 12/12/84

Attn: Dave Schug

Project Sea World Slope Repair

Location San Diego **Sampled by** N/R **Date** N/R
Type of Material Armor facing rip rap **Submitted by** Client **Date** 12/04/84
Source of Material N/R **Location Sampled** N/R

Sieve Analysis, ASTM C136-

Sieve Size	% Passing Accumulative	*Specification
4"		
3"		
2"		
1 1/2"		
1"		
3/4"		
1/2"		
3/8"		
No. 4		
8		
16		
30		
50		
100		
200		

Test Standards are ASTM unless otherwise noted

Test	Result	*Specification	TEST STD
Fineness Modulus			
Organic Impurities			
Resistance To Abrasion	% Wear, rev.		C131-
	% Wear, 500 rev.		Grading
	% Wear, rev.		C535-
	% Wear, 1000 rev.		Grading
Fractured Faces % by wt/cnt			
Liquid Limit/Plasticity Index			
Cleanness Value			
Sand Equivalent Value			
Resistance "R" Value			
Coarse Durability Index			
Moisture Density Relations	Max Dry Density, pcf.		☐ D698- ☐ D1557-
	Optimum Moisture, %		☐ AASHTO T99-
	Method		☐ AASHTO T180 -
Specific Gravity	Absorption, %	0.6	Calif. 206
	Bulk (Dry)		☐ C127-
	Bulk (SSD)		☐ C128-
	Apparent		

* Specification Data/Comments

Standard specification for public works construction Section 200-1.6.

Testing Engineers--San Diego
Reviewed by:

William J. DeBerry
William J. DeBerry, R.C.E. #34545

MIRAFI[®] 700X Embankment Stabilization

Slope and embankment erosion, particularly along coastal shorelines and inland waterways, is a serious environmental problem. The Corps of Engineers has specified geotextile fabrics for more than a decade to help control embankment erosion. Now Mirafi Construction Fabrics not only offers a woven product that meets the most critical Corps specification but likewise offers the service and know-how to help answer your embankment erosion problems.

An effective erosion defense structure is often necessary to protect against the erosive forces caused by wave and tidal action, water currents, surface run-off and groundwater seepage.

Graded or reverse aggregate filter systems have been used with some success to protect soil beneath the armor stone however, multilayered aggregate filters are expensive and time consuming to install. Even when properly installed, aggregate filter systems are susceptible to erosion and

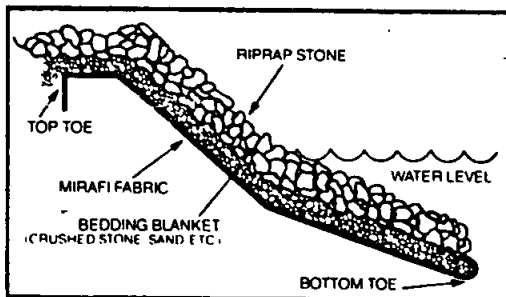
are often washed away thus exposing the slopes they were intended to protect.

Now there is an alternative.

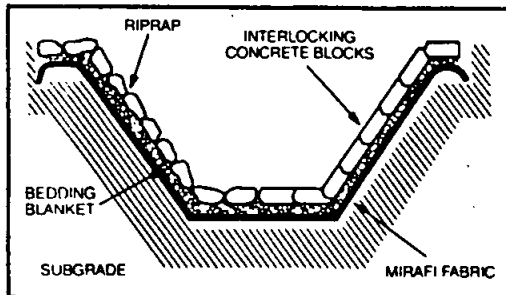
Mirafi 700X fabric is used as a filtering medium beneath armor protection to shield the slope from the erosive forces of surface water. Mirafi 700X will not wash out from beneath the armor stone like multilayered aggregates. The installed cost of Mirafi 700X is usually less than that of installed multilayered aggregate filters, and Mirafi 700X can provide a more permanent structure.

So, whether your job is "Corps of Engineer" specified or you want the confidence that meeting the "Corps" specifications can give you, Mirafi 700X is your answer.

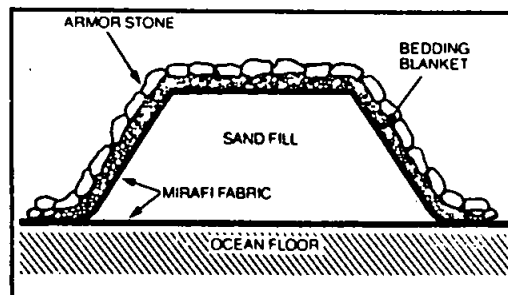
For more information contact your local Mirafi Representative, or call toll free 800-438-1855. In Hawaii, Alaska or North Carolina call 704-523-7477.



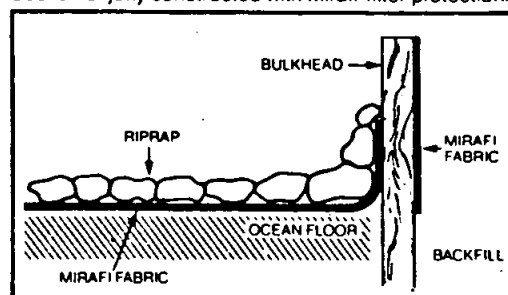
Riprap stone revetment.



Mirafi fabric used in irrigation channel and canal linings



Section of jetty constructed with Mirafi filter protection.

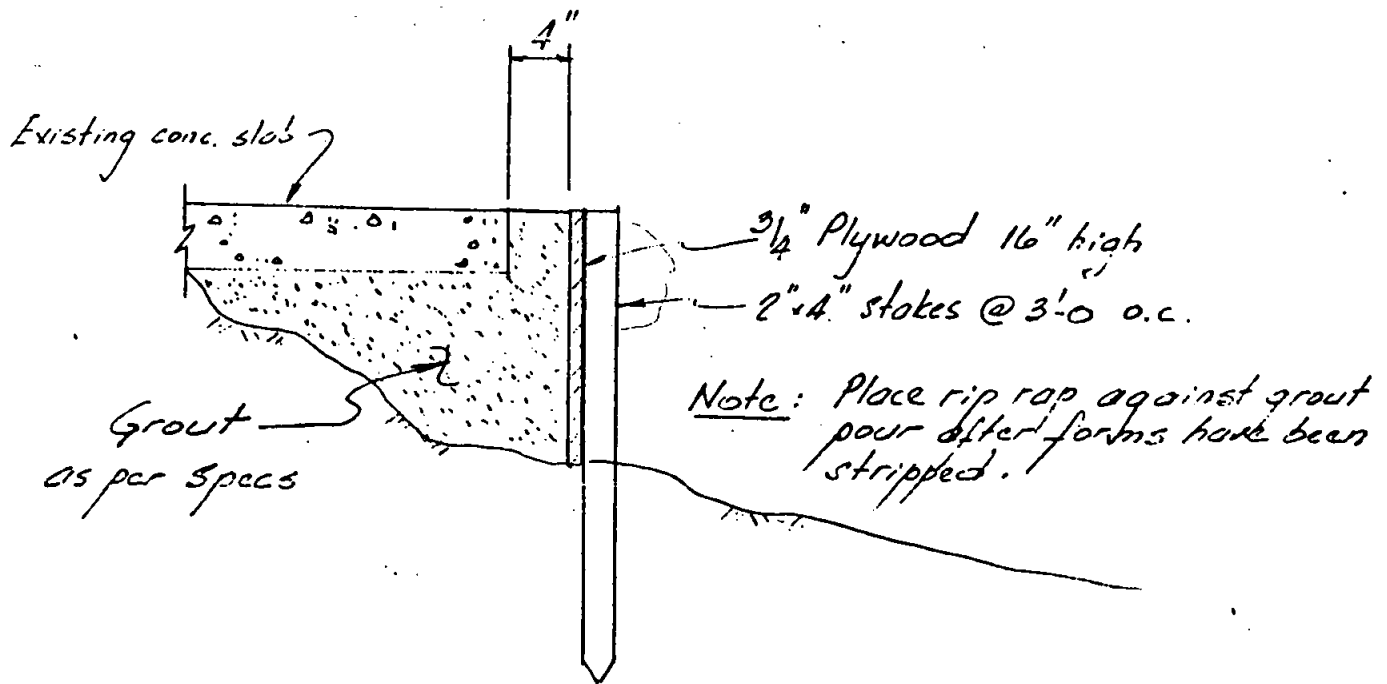


Use of Mirafi fabric for vertical retaining wall and bottom scour protection.

1-10-'35

ATTN: L. LEE

FOR APPROVAL WOODWARD & CLYDE

Typical Grout Placement

1" = 1'-0"

- ① drill holes ~~in~~ in wall to check extent of grout
- ② vibrate grout
JFL

Supt. NILE HILL

W. C. F. O. P.

TRANSMITTAL NOTICE

TO: WOODWARD/CLYDE
3467 Kurtz Street
San Diego, CA 92110

DATE January 11, 1985

JOB NO. RES Job #84=1509

PROJECT SEA WORLD - SLOPE REPAIR
ALTANTIS RESTAURANT, MISSION BAY

ATTENTION: Mr. Dave Schug
GENTLEMEN:

WE ARE SENDING YOU

☐ Shop drawings

☒ Copy of letter

 Attached

☐ **Prints**

☐ Change order

☐ Under separate cover via _____ the following

Plans

□ Samples

Specific

Mix Design and

[illegible]

THESE ARE TRANSMITTED as checked below:

X For approval

☐ Revised

❑ For Information

☐ Return _____ corrected prints

☒ As requested

☐ For review and comment

☐ Please check above drawing and return one copy of each marked approved and/or with corrections noted in red.

REMARKS We would like approval on both of the above for the mentioned project. If you have any questions, please do not hesitate to contact this office.

COPY TO:

SIGNED:

DESIGN NO. 583

DATE JANUARY 10, 1935

ARCHITECT

ENGINEER

CONTRACTOR R.E. STAITE

JOB ADDRESS ALTANTIS RESTAURANT----MISSION BAY

SOURCE OF MATERIAL NELSON-SLOAN

MAXIMUM SLUMP 4"

DESIGN STRENGTH AT 28 DAYS 3000

MIX DESIGN FOR ONE CUBIC YARD OF CONCRETE (Saturated & Surface Dry)

MATERIAL	PER CENT	BATCH POUNDS	SPECIFIC GRAVITY	ABSOLUTE VOLUME
1. 3/8" ROCK	52	1637	2.70 35	9.72 Cu.Ft.
2.				Cu.Ft.
3. W.C. SAND	48	1511	2.65 33	9.14 Cu.Ft.
4.				Cu.Ft.
5.				Cu.Ft.
Cement 5.85 SACK		550	3.15 1	2.30 Cu.Ft.
Water 40 GALLONS		333		5.34 Cu.Ft.
PLASTICRETE 161 Addmixtures 3 OZ PER 100#		16.50		Cu.Ft.
TOTALS				27.00 Cu.Ft.

THIS CONCRETE IF PLACED IN EXCESS OF THE MAXIMUM SLUMP INDICATED WILL NOT PERFORM AS ANTICIPATED DUE TO THE INCREASED WATER/CEMENT RATIO.....

MISSION BAY MARINA



1548 QUIVIRA WAY • SAN DIEGO, CALIFORNIA 92109 • (714) 225-9627

December 5, 1984

TO WHOM IT MAY CONCERN:

AS OF DECEMBER 5, 1984, MISSION BAY MARINA HAS AT LEAST 75
OPENINGS IN DRY STORAGE AVAILABLE FOR IMMEDIATE OCCUPANCY.

Sincerely,

A handwritten signature in cursive script, appearing to read "Eunice Kendall". The signature is fluid and somewhat stylized, with a prominent initial "E".

Eunice Kendall
Dock Mistress

CITY of SAN DIEGO
MEMORANDUM

GR2 Property
RECEIVED
NOV 29 1984
PROPERTY DEPT.

FILE NO.: 330.8
DATE : November 28, 1984
TO : Allen Jones, Deputy Director, Planning Department
FROM : Deputy Director, Transportation & Traffic Engineering
SUBJECT: Sea World Master Plan, EQD #84-0160

The purpose of this memo is to respond to your memo of November 20, 1984 requesting our review of the revised Traffic Study for the subject project. It should be noted that one major change was made in the Study. The expansion of the Marina area has been deleted. It is assumed that no marina expansion is proposed under this master plan. Due to the extremely limited time for us to prepare comments on this Traffic Study, we will use the comments prepared in our review of the DEIR, dated October 30, 1984 as a guideline for our response. We will indicate the status of each of our previous comments in order. A copy of our October 30, 1984 comments is attached for reference. The status of our earlier comments are as follows:

1. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
2. Capacity calculations were adjusted to show a 0.10 minimum G/C value. No discussion of storage lengths was provided. Thus the descriptions of conditions at both I-5 ramp inter-sections are not acceptable.
3. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
4. This has been corrected. All hotel traffic is now shown entering and exiting through the Perez Cove Way/Ingraham Street intersection. (page 17)
5. The marina portion of the improvement is no longer included in the study.
6. The Traffic Study uses a 6.6% peak hour to ADT ratio (page 18). It should be noted that the 10% ratio in our memo of October 30, was found on Sea World Way during July 1981, May 1979, and July 1975, in addition to the July 1982 date originally stated. This correction is necessary to properly evaluate the impacts of the project.
7. The difference in ICU's is shown in Table 2, page 20, in the submitted Traffic Study. Please note that the concerns expressed in the last sentence of our October 30, 1984 comment no. 7 still apply.

8. This comment is related to the DEIR which was not resubmitted and thus not reviewed. In addition, two other discrepancies were found. First, traffic from the now deleted Marina Expansion is still included in the 8,200 ADT shown on page 33. Second, it appears that the ADT from the Sea World Expansion is 3,750, not the 7,500 shown on page 33.
9. In Figure 25, page 36, the correction at the Sea World Way/Sea World Drive intersection regarding lane widths was not made.
10. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
11. On page 37, the Traffic Study indicates that movement of the Sea World Way/Sea World Drive intersection will not be studied until after an attendance level of 4,000,000/year is reached. As volumes increase on Sea World Drive it will be necessary to increase weaving distance for the northbound Ingraham Street to eastbound Sea World Drive driver destined for Sea World Way. As stated in our October 30, 1984 memo, the intersection should be moved 500' to the east. See our attached suggested phasing plan for timing.
12. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
13. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
4. This comment is related to the DEIR which was not resubmitted and thus not reviewed.
15. The requested addition of tables and graphs to clarify the Traffic Study was not done.
16. This dimension is now shown correctly in Figure 24, page 35, of the Traffic Study.

The following comments are new comments in response to our most recent review of the Traffic Study.

1. On page 14 it is estimated that the 1983 ADT from Sea World was 22,500. It appears that the proper figure is 11,250.
2. The Traffic Study as received was missing page 4.
3. During review of the Traffic Study a number of inconsistencies in the calculations were found. Due to the short review time allotted it was impossible to detail each error individually. In general they included a difference in volumes shown on pages 5 through 12 and those used in the ICU analysis.

Page Three
November 28, 1984
Sea World Master Plan

The Traffic Study as presented still does not contain any technical justification for the presented phasing plan. In addition, the mitigations proposed are insufficient because they do not include a specific schedule for:

- a. six lanes on Sea World Drive,
- b. relocating Sea World Drive/Sea World Way intersection, and
- c. bikeway improvements.

Therefore in order to expedite the release of the DEIR for public review, we have performed the necessary analysis and have formulated the attached proposed phasing plan. The phasing plan was based on the trip generation and distribution as presented in the Traffic Study, and a 10% p.m. peak hour to ADT ratio for the Theme Park expansion. The phasing plan as presented is based on Hotel occupancy and Theme Park attendance. Specific requirements should be worded to assure that the improvements are completed at or very soon after these thresholds are met.

If you have any questions on our comments, please contact Walt Huffman at X7882.



William Schempers, Jr.

WS:JL:jmh

cc: Scott Monte
Allen Holden, Jr.
Tom Elder
Jim McLaughlin
Anne Nussbaum
Jim Federhart
Property Department
Parks & Recreation

ATTACHMENT

Suggested Phasing Plan
for
Sea World Master Plan

- I. Prior to occupancy of Hotel, complete and open to traffic the following:
 - a. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in fig. 24 (Perez Cove Way to be 66 feet wide), but not required prior to widening of Ingraham Street Bridge at Mission Bay Channel.
 - b. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in fig. 24 (Perez Cove Way to be 66 feet wide).
- II. To be assured (bonded for) prior to building permits issued for construction of any facility within the Theme Park:
 - a. PROVIDE CLASS II BIKEWAY ON PEREZ COVE WAY from Ingraham Street to Sea World Drive and CLASS I BIKEWAY from Sea World Drive/Perez Cove Way intersection to the intersection of Sea World Drive/Sea World Way.
- III. When the annual attendance at the Theme Park reaches 3,600,000 per year:
 - a. RELOCATE SEA WORLD WAY approximately 500' east along Sea World Drive and construct Sea World Way to its ultimate configuration (52'), plus all turn lanes to and from Sea World Way. Remove old traffic signal and install new signals to City standards. Extend Class I bikeway from present terminus to new intersection.
- IV. When the annual attendance at the Theme Park reaches 4,000,000 per year:
 - a. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standard.

November 19, 1984

File: Leases - Sea World, Inc.

Frank A. Powell, Jr.
Executive Vice-President
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Shoreline Repair Rent Credit

Enclosed are three copies of the final draft of the rent credit agreement for the shoreline repair adjacent to your leasehold.

Please review the agreement and, if satisfactory, execute the original and one copy and return them to me. The third copy is for your files.

I have prepared the formal request for City Council approval of the agreement and when I receive the executed copies from you, I will forward the package for processing.

G. R. Randolph, Supervisor
Property Management Division

GRR:ed(1)R5

Enclosure

3467 Kurtz Street
San Diego, California 92110
(619) 224-2911

COPY V. Macdonald
R. Thompson
Woodward-Clyde Consultants

November 30, 1984
Project No. 54198E-0004

RECEIVED

DEC 04 1984

PROPERTY DEPT.

Sea World, Inc.
1720 So. Shores Road
San Diego, California 92109

Attention: Farris E. Wankier, A.I.A.
Vice President - Development

**EVALUATION OF BID
SEA WORLD SLOPE REPAIR
SAN DIEGO, CALIFORNIA**

Gentlemen:

In accordance with your request, we have reviewed the bid for the Sea World Slope Repair submittal to Sea World, Inc. by R.E. State Engineering, Inc. on November 20, 1984. We find the bid to be in general conformance with the requirements of the Contract Documents and is accompanied by the required Bid Bond for ten (10) percent of the bid. The total amount of the bid is \$124,640. This bid includes the cost of the required Performance Bond, Labor, and Material Bond and Insurance.

Based on a review of the various bid items, the following is our estimate of the anticipated portions of the costs for Sea World and the City of San Diego Parks and Recreation Department:

Sea World

Mobilization and Demobilization	\$ 5,394.00
Bid Schedule A	<u>66,447.00</u>
Total	\$71,841.00

Parks and Recreation

Mobilization and Demobilization	\$ 5,393.00
Bid Schedule A	6,886.00
Bid Schedule B	<u>40,530.00</u>
Total	\$52,809.00

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities



Sea World, Inc.
Project No. 54198E-0004
December 3, 1984
Page 2

Woodward-Clyde Consultants

The final costs may also vary due to possible variations in estimated quantities of materials, such as rock, filter cloth, and pipe burial. To account for such costs, we suggest that a contingency of approximately fifteen (15) percent be added to the total amounts. This would then result in estimated totals as follows:

Sea World - $\$71,841 + 15\% = \underline{\$82,617}$

Parks and Recreation - $\$52,809 + 15\% = \underline{\$60,730}$

The above costs do not include our engineering fees.

If you have any questions, please give us a call at your convenience.

Very truly yours,

WOODWARD-CLYDE CONSULTANTS


Louis J. Lee
Vice President

LJL:lp

JZC

CITY of SAN DIEGO
MEMORANDUM

FILE NO.: 330.8

DATE : October 30, 1984

TO : Allen Jones, Deputy Director, Planning Department

FROM : Deputy Director, Engineering and Development Department

SUBJECT: SEA WORLD MASTER DEVELOPMENT PLAN, EQD #84-0160

The purpose of this memo is to respond to your memo dated October 8, 1984 requesting our review of the Sea World Master Plan Preliminary Draft EIR. The review of the preliminary EIR has resulted in the following comments:

1. On page 2-5, Figure 2-4, the proposed master plan graphic incorrectly shows driveway configuration on Perez Cove Way near the Ingraham Street intersection. In addition, the proposed turn lanes on Sea World Way are not shown. It will also be necessary to further revise this graphic to show other required mitigation as specified later in this memo.
2. On page 4-3, Table 4-1, all capacity calculations should be corrected to reflect the City's standard policy to use a minimum 0.1 G/C for all critical phases. In addition, level of service at Sea World Drive and both I-5 ramp intersections should address the affects of limited storage on the capacity of these intersections. The required storage length for the dual left-turning lanes and the free right-turning lanes should be specified and compared to the existing conditions.
3. On page 4-9, it is stated that vehicle parking is permitted in a Class II bike lane. This is incorrect.
4. On page 4-10, it is assumed that 20% of the traffic going to and from the hotel will enter and exit through the Sea World Way/Sea World Drive intersection. There should be an explanation of how through traffic, through the Sea World leasehold, will be accommodated.
5. On page 4-11, a trip generation rate for Marina berths is shown as 3.5 trips per berth per day. The City of San Diego's recommended weekday trip generation rates, as published on 4-6-84, recommends a rate of 4 trips per berth. The 4 trips per berth rate should be used unless sufficient documentation can be provided to justify use of other rates.
6. On page 4-11, the p.m. peak hour to ADT ratio for vehicles coming from the theme park is not shown. By calculation, it was determined that a 6% peak hour to ADT ratio was assumed. Based on a summer weekday count taken by the City on July 2, 1982, a 10% p.m. peak hour to ADT ratio was found. Please correct your computations to indicate a 10% peak hour to ADT ratio.

7. On page 4-12, Table 4-2 should also show the difference in ICU due to the addition of the project (difference in ICU between Table 4-2 and Table 4-1). The corrections as specified in comment 2 also applies to these computations.
8. On page 4-13, in comparing proposed Sea World expansion to the South Shores analysis, it is stated that an additional 340 ADT would result. On page 4-20, it is stated that the proposed project is 79% less than the maximum condition assumed in the South Shores traffic study. These statements appear contradictory. Please explain or correct the text.
9. On page 4-17, Figure 4-5, the graphic showing the Sea World main entrance improvements should be changed. An acceleration lane should be shown on the north side of Sea World Drive, west of Sea World Way. The width of Sea World Way should be changed from 40' to 52' in order to provide standard size lanes.
10. On page 4-18, there is a discussion of paid parking for the Sea World parking lot. The text should be modified to state that in order to properly mitigate the potential impacts of paid parking, a traffic study should be required to the satisfaction of the City Engineer. The study should address the affects of possible delays and the possible use of on-street or other "free" parking spaces in the area.
11. On page 4-18, there is a discussion of the movement of Sea World Way to the east. At the meeting between City staff and Sea World representatives on September 10, 1984, there was discussion regarding moving Sea World Way to the east, and that it would be only used for Sea World. Since that date, City staff has determined that moving Sea World Way approximately 500 feet to the east would provide adequate weaving distance for the northbound Ingraham Street to eastbound Sea World Drive driver destined for Sea World Way. This would still allow proper intersection spacing for the two South Shore access points along Sea World Drive and, therefore, this relocation of Sea World Way should be incorporated in the project. Also, when the intersection is moved to the east, the signalization of the new intersection would be the responsibility of the applicant, to the satisfaction of the City Engineer.
12. In the mitigation section beginning on page 4-15, there is no mention of the widening of Sea World Drive from four to six lanes (including curb, gutter and sidewalk) along the leasehold frontage. In order to properly mitigate cumulative impacts within the area and the impacts from Sea World, this improvement should be included in the mitigation.
13. On page 4-21, it is stated that proposed total parking provided will be sufficient to handle a 50% park expansion. The figures used in this analysis are not documented in the report. (The current expansion represents a proposed attendance increase of about 33%.)

14. On page 4-30, it is stated that a fully detailed traffic engineering study is necessary to prove the feasibility of the combination Class I/Class II bikeway facility. It is also stated that the project proponent will not assume construction costs or assurance of support for implementation of this improvement. A recommended design of the bicycle facility should be incorporated in the EIR. It is further recommended that the project proponent be required to construct the needed bicycle facility.
15. Throughout the report, it is necessary that some of the information be presented in graphical or tabular form. This will make the information clearer to the reader, and will greatly facilitate future review. The information which should be shown is as follows:
 - a. Existing plus project and future plus project ADT and peak hour flows.
 - b. Traffic generation factors and projected traffic.
 - c. Parking demand factors, required parking, and parking provided.
16. Page 4-16, Figure 4-4, should indicate 66' not 58' width on Perez Cove Way. The proposed bicycle lane should also be shown.

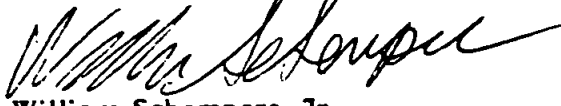
In general, the mitigation proposed in this preliminary draft EIR is not sufficient to mitigate the traffic and transportation impacts of the proposed project. In summary, it is recommended that the following projects be included as mitigation:

- a. Sea World Drive along the leasehold frontage should be improved (half width) to six-lane primary arterial standards, including curb, gutter and sidewalk.
- b. Sea World Way should be moved approximately 500 feet east to form a new intersection with Sea World Drive.
- c. Continuous bicycle and pedestrian facilities through the leasehold should be constructed.
- d. The intersection of Perez Cove Way and Ingraham Street, as well as the driveway access to Perez Cove Way, should be improved as illustrated in Figure 4-4, with a width of 66 feet on Perez Cove Way.

A phasing plan showing transportation improvements should be included in the EIR. A suggested phasing plan illustrating the recommended format is included as an attachment to this memo. It should be noted that the mitigations suggested are based on the findings of this study. These findings may change based on the recalculation of levels of service as noted in comment 2.

Allen Jones
Page 4
October 30, 1984

If you have any questions on our comments, please contact Walt Huffman at x7882.

A handwritten signature in cursive script, appearing to read "W. Schempers, Jr.", written in dark ink.

William Schempers, Jr.

WS:JL:lg
Attachment

cc: Scott Monte
Allen Holden, Jr.
Tom Elder
Jim McLaughlin
Anne Nussbaum
Jim Federhart
Property Department
Park & Recreation

ATTACHMENT

Suggested Phasing Plan for Sea World Master Plan

- I. Prior to occupancy of Hotel or Marine Expansion, complete and open to traffic the following:
 - a. IMPROVE PEREZ COVE WAY/INGRAHAM STREET INTERSECTION as shown in fig. 4-4 (Perez Cove Way to be 66 feet wide).
 - b. RECONSTRUCT DRIVEWAY ACCESS TO PEREZ COVE WAY as shown in fig. 4-4 (Perez Cove Way to be 66 feet wide).
 - c. IMPROVE SEA WORLD WAY/SEA WORLD DRIVE INTERSECTION by adding right turn free flow lane from Sea World Drive westbound to Sea World Way northbound.
 - d. PROVIDE CLASS II BIKEWAY ON PEREZ COVE WAY from Ingraham Street to Sea World Drive and CLASS I BIKEWAY from Sea World Drive/Perez Cove Way intersection to the intersection of Sea World Drive/Sea World Way.
- II. To be assured (bonded for) prior to building permits issued for any facility listed under Phase 2 in Table 2-2.
 - a. RELOCATE SEA WORLD WAY approximately 500' east along Sea World Drive and construct Sea World Way to its ultimate configuration (52'), including all turn lanes to and from Sea World Way. Remove old traffic signal and install new signal to City standards. Extend Class I bikeway from present terminus to new intersection.
- III. To be assured (bonded for) prior to building permits issued for any facility listed under Phase 3 in Table 2-2.
 - a. IMPROVE SEA WORLD DRIVE along leasehold frontage to half width of a six-lane primary arterial standard.



THE CITY OF

SAN DIEGO

CONFERENCE BUILDING • BALBOA PARK • SAN DIEGO, CA. 92101

DICK RANDOLPH
PROPERTY

PARK and
RECREATION
DEPARTMENT

September 27, 1984

RECEIVED
OCT - 3 1984
PROPERTY DEPT.
FXI
Pls return

California Coastal Commission
San Diego District
6154 Mission Gorge Road, Suite 220
San Diego, California 92120

Gentlemen:

Re: Mission Bay Park - Shoreline Repair

Transmitted herewith are the following:

1. Application for Coastal Development Permit
2. A location map
3. A copy of the Mission Bay Park General Development Plan
4. Plans for rip rap repair (6 sheets)

This project will provide for repair of existing rock slope protection in the area of Perez Cove and South Shores adjacent to Sea World.

Very truly yours,

Vincent J. Marchetti
Vincent J. Marchetti, Project Officer
Park Development and Open Space Division

VJM:11

Attachments

cc: Farris Wankier, Sea World
Dick Randolph, Property Dept.

California Coastal Commission
631 Howard Street, 4th Floor
San Francisco, California 94105
(415) 543-8555

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

Type of application:

Standard Permit

Administrative Permit: (May be applicable if development is one of the following:

- (a) improvement to any existing structure;
- (b) any new development costing less than \$100,000;
- (c) single family dwelling; (d) four dwelling units or less, within any incorporated area, that does not require demolition or subdivision of land; or (e) development authorized as a principal permitted use and proposed in an area for which the Land Use Plan has been certified.

SECTION I. APPLICANT

1. Name, mailing address and telephone number of all applicants.

City of San Diego Park and Recreation Department

Park Development and Open Space Division Balboa Park Club

Balboa Park, M.S. 35, San Diego, California 92101 (619) 236-5802

Attn: Vincent Marchetti, Project Officer (Area code/daytime phone number)

2. Name, mailing address and telephone number of applicant's representative, if any.

(area code/daytime phone number)

For office use only

Application Number _____ (1) Project cost _____

Received _____ Filed _____ Jurisdiction code _____ (3)

Fee _____ Date paid _____ LCP segment _____ (4)

Tentative hearing date _____ Geo Ref Code _____ (5)

X _____ (6) Y _____ (7)

3. Who should receive written material relevant to the application?

☒ Applicant ☐ Representative ☐ Both

4. Conflict of Interest. All applicants for the development must complete Appendix A, the declaration of campaign contributions.

SECTION II. PROPOSED DEVELOPMENT

Please answer ALL questions. Where questions do not apply to your project (for instance, project height for a land division), indicate "Not Applicable" or "N.A."

1. Project Location. Include street address, city, and/or county. If there is no street address, include other description such as nearest cross streets.

Mission Bay Park Shoreline - Perez Cove and South Shores Area (East of
number (8) street (9)

Ingraham Street and North of Sea World Drive)
city (10) county (11)

Assessor's Parcel Number None

2. Describe the proposed development. Include secondary improvements such as septic tanks, water wells, roads, etc.

Project consists of repairing approximately 3,000 feet of damaged rock
slope (rap rap areas), filling of voids under existing sidewalks, burying
of existing utility lines, and backfilling eroded soil areas.

a) If residential, state:

1) Number of units N/A (28)

2) Number of bedrooms per unit N/A (28)

3) Type of ownership proposed: ☐ rental
(if other than owner-occupied) ☐ condominium

☐ stock cooperative

☐ time share

☐ other N/A

b) Number of boat slips, if applicable N/A (29)

c) If land division, number of lots to be created and size

N/A

3. Present use of property.

- a) Are there existing structures on the property? ☐ Yes ☒ No
If yes, describe (including number of residential units and occupancy status).

- b) Will any existing structures be demolished? ☐ Yes ☒ No
Will any existing structures be removed? ☐ Yes ☒ No
If yes to either question, describe the type of development to be demolished or removed, including the relocation site, if applicable.

_____ (31)

4. Estimated cost of development (not including cost of land) \$ 250,000 (32)

5. Has any application for a development on this site been submitted previously to the California Coastal Zone Conservation Commission or the Coastal Commission? ☐ Yes ☒ No

If yes, state previous application number _____

6. Project height: Maximum height of structure _____ N/A _____ ft
Maximum height of structure as measured from centerline of frontage road _____ N/A _____ ft

7. Total number of floors in structure, including subterranean floors, lofts, and mezzanines _____ N/A _____

8. Gross floor area including covered parking and accessory buildings _____ N/A _____ sq ft

Gross floor area excluding parking _____ N/A _____ sq ft

9. Lot area (within property lines) _____ N/A _____ sq ft or acres

<u>Lot coverages:</u>	<u>Existing</u>	<u>New proposed</u>	<u>Total</u>
Building coverage	_____ sq ft	_____ sq ft	_____ sq ft
Paved area	_____ sq ft	_____ sq ft	_____ sq ft
Landscaped area	_____ sq ft	_____ sq ft	_____ sq ft
Unimproved area	_____ sq ft	_____ sq ft	_____ sq ft

10. Parking: number of spaces existing N/A
 number of new spaces proposed _____
 Total _____
- no. of covered spaces _____ no. of uncovered spaces _____
 no. of standard spaces _____ size _____
 no. of compact spaces _____ size _____
- Is tandem parking existing and/or proposed? ☐ Yes ☐ No
 If yes, how many tandem sets? _____ size _____

11. Are utility extensions for the following needed to serve the project?

- a) water ☐ Yes ☒ No d) sewer ☐ Yes ☒ No
 b) gas ☐ Yes ☒ No e) telephone ☐ Yes ☒ No
 c) electric ☐ Yes ☒ No

If yes to any of the above, would extensions be above ground? ☐ Yes ☒ No

SECTION III. ADDITIONAL INFORMATION

The relationship of the development to the applicable items below must be explained fully. Attach additional sheets if necessary.

1. If the development is between the first public road and the sea, is public access to the shoreline and along the coast currently available near the site? ☒ Yes ☐ No If yes, indicate the location of the nearby access, including the distance from the project site.

Ingraham Street - 150'

Sea World Drive - 250'

2. Is any grading proposed? ☒ Yes ☐ No If yes, complete the following.

- a) amount of cut None cu yds
 b) amount of fill (as required to fill voids) cu yds
 c) maximum height of fill slope N/A ft
 d) maximum height of cut slope N/A ft
 e) amount of import or export (as required to fill voids) cu yds
 f) location of borrow or disposal site Offsite materials

Grading and drainage plans must be included with this application. In certain areas, and engineering geology report must also be included. See Section V, paragraph 11 for the specifics of these requirements.

3. Does the development involve diking, filling, dredging or placing structures in open coastal waters, wetlands, estuaries, or lakes?

a) diking ☐ Yes ☒ No c) dredging ☐ Yes ☒ No
b) filling ☐ Yes ☒ No d) placement of structures ☐ Yes ☒ No

Amount of material to be dredged or filled _____ cu yds.

Location of dredged material disposal site _____

Has a U.S. Army Corps of Engineers permit been applied for? ☐ Yes ☒ No

4. Will the development extend onto or adjoin any beach, tidalands, submerged lands or public trust lands? ☒ Yes ☐ No

For projects on State-owned lands, additional information may be required as set forth in Section V, paragraph 10.

5. Will the development protect existing lower-cost visitor and recreational facilities? ☒ Yes ☐ No

Will the development provide public or private recreational opportunities? ☒ Yes ☐ No If yes, explain.

Project will maintain shoreline integrity adjacent to public areas and

Sea World entities.

6. Will the proposed development convert land currently or previously used for agriculture to another use? ☐ Yes ☒ No

If yes, how many acres will be converted? _____ acres.

7. Is the proposed development in or near:

a) sensitive habitat areas ☒ Yes ☐ No (biological survey may be required)
b) 100-year floodplain ☐ Yes ☒ No (hydrologic mapping may be required)
c) park or recreation area ☒ Yes ☐ No

8. Is the proposed development visible from:

a) US Highway 1 or other scenic route ☒ Yes ☐ No
b) park, beach, or recreation area ☒ Yes ☐ No
c) harbor area ☒ Yes ☐ No

9. Does the site contain any:

a) historic resources ☐ Yes ☒ No
b) archaeological resources ☐ Yes ☒ No
c) paleontological resources ☐ Yes ☒ No

If yes to any of the above, please explain on an attached sheet.

10. Where a stream or spring is to be diverted, provide the following information:

Estimated streamflow or spring yield _____ gpm

If well is being used, existing yield _____ gpm

If water source is on adjacent property, attach Division of Water Rights approval and property owner's approval.

SECTION IV. OTHER GOVERNMENTAL REQUIREMENTS

The Local Agency Review Form, Appendix B, must be completed and signed by the local government in whose jurisdiction the project site is located. The completed and signed form must be submitted with this application for the application to be considered complete.

SECTION V. ADDITIONAL ATTACHMENTS

The following items must be submitted with this form as part of the application.

- ☐ 1. Proof of the applicant's legal interest in the property. (A copy of any of the following will be acceptable: current tax bill, recorded deed, signed Offer to Purchase along with a receipt of deposit, signed final escrow document, or current policy of title insurance. Preliminary title reports will not be accepted.)
- ☐ 2. Assessor's parcel map(s) showing the applicant's property and all other properties within 100 feet (excluding roads) of the property lines of the project site. (Available from the County Assessor)
- ☐ 3. Copies of required local approvals for the proposed project, including zoning variances, use permits, etc., as noted on Local Agency Review Form, Appendix B.
- ☐ 4. Stamped envelopes addressed to each property owner and occupant of property situated within 100 feet of the property lines of the project site (excluding roads), along with a list containing the names, addresses and assessor's parcel numbers of same. The envelopes must be plain (i.e., no return address), and regular business size (9½" x 4 1/8"). Include first class postage on each one. Metered envelopes will not be accepted. Use Appendix C, attached, for the listing of names and addresses. (Alternate notice provisions may be employed at the discretion of the District Director under extraordinary circumstances.) (Envelopes are not required for Administrative items.)
- ☐ 5. Stamped, addressed envelopes and a list of names and addresses of all other parties known to the applicant to have an interest in the proposed development (such as persons expressing interest at a local government hearing, etc.).
- ☒ 6. A vicinity or location map (copy of Thomas Bros. or other road map or USGS quad map) with the project site clearly marked.

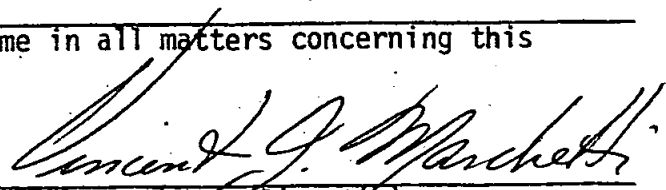
- ☒ 7. Copy(s) of project plans, drawn to scale, including site plans, floor plans, elevations, grading and drainage plans, landscape plans, and septic system plans. Trees to be removed must be marked on the site plan. In addition, a reduced site plan, 8½" x 11" in size, must be submitted. Reduced copies of complete project plans will be required for large projects.
- ☐ 8. Application fee. The fee for all administrative calendar items is \$25. The fee for all consent calendar items is \$50. The fee for regular calendar items varies depending upon the project size. Contact District Office for exact fee. Only checks or money orders accepted; cash is not accepted. Fee is payable at time of application submittal.
- ☐ 9. Where septic systems are proposed, evidence of County approval or Regional Water Quality Control Board approval. Where water wells are proposed, evidence of County review and approval.
- ☒ 10. A copy of any Final Negative Declaration, Final Environmental Impact Report (FEIR) or Final Environmental Impact Statement (FEIS) prepared for the project. Comments of all reviewing agencies and responses to comments must be included.
- ☐ 11. Verification of all other permits, permissions or approvals applied for or granted by public agencies (e.g., Dept. of Fish and Game, State Lands Commission, U.S. Army Corps of Engineers, U.S. Coast Guard).
- ☐ 12. For development on a bluff face, bluff top, or in any area of high geologic risk, a comprehensive, site-specific geology and soils report (including maps) prepared in accordance with the Coastal Commission's Interpretive Guidelines. Copies of the guidelines are available from the District Office.

SECTION VI. NOTICE TO APPLICANTS

Under certain circumstances, additional material may be required prior to issuance of a coastal development permit. For example, where offers of access or open space dedication are required, preliminary title reports, land surveys, legal descriptions, subordination agreements, and other outside agreements will be required prior to issuance of the permit.

SECTION VII. AUTHORIZATION OF AGENT

I hereby authorize _____
to act as my representative and to bind me in all matters concerning this application.

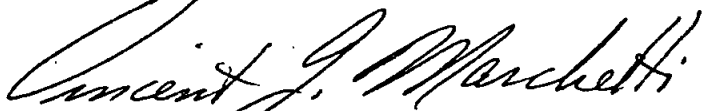

Signature of Applicant(s)

SECTION VIII. CERTIFICATION

1. I hereby certify that I, or my authorized representative, will complete and post the Notice of Pending Permit card in a conspicuous place on the property within 3 days of receipt of the card and notification of filing of this application.
2. I hereby certify that I understand the Commission may impose reasonable conditions that must be satisfied by persons that are not a party to this application and that prior to issuance of the permit, I must submit evidence that the conditions will be satisfied by the appropriate parties.
3. I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attached appendices and exhibits is complete and correct. I understand that any misstatement or omission of the requested information or of any information subsequently requested shall be grounds for denying the permit, for suspending or revoking a permit issued on the basis of these or subsequent representations, or for seeking of such further relief as may seem proper to the Commission.
4. I hereby authorize representatives of the California Coastal Commission to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 am and 5:00 pm.

SECTION XIV. COMMUNICATION WITH COMMISSIONERS

Decisions of the Coastal Commission must be made on the basis of information available to all commissioners and the public. Therefore, permit applicants and interested parties and their representatives are advised not to discuss with commissioners any matters relating to a permit outside the public hearing. Such contacts may jeopardize the fairness of the hearing and result in invalidation of the Commission's decision by court. Any written material sent to a commissioner should also be sent to the commission office for inclusion in the public record and distribution to other commissioners.



Signature of Authorized Agent or Applicant(s)

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

APPENDIX A

DECLARATION OF CAMPAIGN CONTRIBUTIONS

Government Code Section 84308 prohibits any Commissioner voting on a project if he or she has received campaign contributions in excess of \$250 within the past year from project proponents or opponents, their agents, employees or family, or any person with a financial interest in the project.

In the event of such contributions, a Commissioner must disqualify him or herself from voting on the project; failure to do so may lead to revocation of the permit.

Each applicant must declare below whether any such contributions have been made to any of the Commissioners or Alternates listed on the reverse.

CHECK ONE

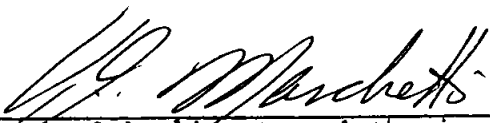
 X The applicants, their agents, employees, family and any person with a financial interest in the project HAVE NOT CONTRIBUTED over \$250 to any Commissioner(s) or Alternates within the past year.

 The applicants, their agents, employees, and/or family, and/or any person having a financial interest in the project HAVE CONTRIBUTED OVER \$250 to the Commissioner(s) or Alternates listed below within the past year.
the past year.

Commissioner _____

Commissioner _____

Commissioner _____


Signature of Applicant or Authorized Agent

9/27/84
Date

Please print your name Vincent J. Marchetti

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

APPENDIX A

DECLARATION OF CAMPAIGN CONTRIBUTIONS

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In the event of such contributions, a Commissioner must disqualify him or herself from voting on the project; failure to do so may lead to revocation of the permit.

Each applicant must declare below whether any such contributions have been made to any of the Commissioners or Alternates listed on the reverse.

CHECK ONE

 X The applicants, their agents, employees, family and any person with a financial interest in the project HAVE NOT CONTRIBUTED over \$250 to any Commissioner(s) or Alternates within the past year.

 The applicants, their agents, employees, and/or family, and/or any person having a financial interest in the project HAVE CONTRIBUTED OVER \$250 to the Commissioner(s) or Alternates listed below within the past year.
the past year.

Commissioner _____

Commissioner _____

Commissioner _____

Signature of Applicant or Authorized Agent

Date

Please print your name Vincent J. Marchetti

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

APPENDIX B

LOCAL AGENCY REVIEW FORMSECTION A (To be completed by applicant)Applicant City of San DiegoProject description Restoration of existing rock revetment (rip rap),
shoring undermined sidewalks and backfilling eroded soil areas.Location Mission Bay Park - South Shores Area

Assessor's Parcel Number _____

SECTION B (To be completed by local planning or building inspection department)

Zoning designation _____ du/ac

General or Community Plan designation Regional Park du/acLocal Discretionary Approvals☒ Proposed development meets all zoning requirements and needs no local permits other than building permits.☐ Proposed development needs local discretionary approvals noted below.Needed Received

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Design/Architectural review |
| ☐ | ☐ | Variance for _____ |
| ☐ | ☐ | Rezone from _____ |
| ☐ | ☐ | Tentative Subdivision/Parcel Map No. _____ |
| ☐ | ☐ | Grading/Land Development Permit No. _____ |
| ☐ | ☐ | Planned Residential/Commercial Development |
| ☐ | ☐ | Site Plan Review |
| ☐ | ☐ | Condominium Conversion Permit |
| ☐ | ☐ | Conditional, Special, or Major Use Permit No. _____ |
| ☐ | ☐ | Other _____ |

CEQA Status☒ Categorically Exempt - Class 1 Item 4☐ Negative Declaration Granted _____☐ Environmental Impact Report Required, Final Report certified _____

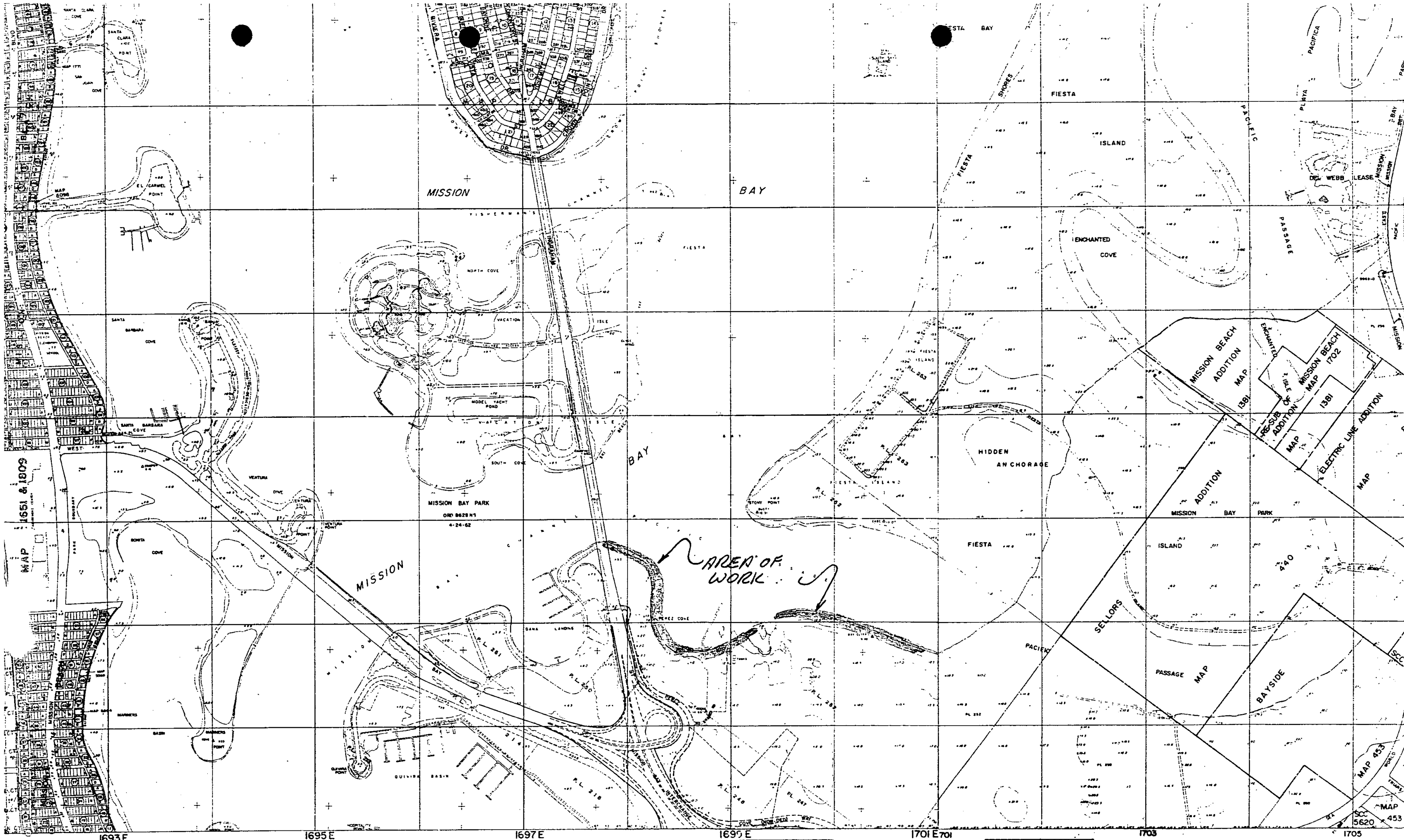
* Evaluated by Tom
Huffman, Environmental
Quality Division
(236-7045)

Prepared for the City/County of San Diego by V.J. Marchetti, Project Officer

APPLICATION FOR COASTAL DEVELOPMENT PERMIT

APPENDIX C - List of Property Owners and Occupants within 100 feet

Please use one box per name and address. Additional copies will be mailed upon request.



CITY OF SAN DIEGO, CALIFORNIA

	226 -1689	
		216 -1701

218-1689

BASE MAP	
DRAWN 430-73MFC	
REVISED 26/11/04	

SEPT 1973

CITY of SAN DIEGO
M E M O R A N D U M

FILE NO.: Leases - Sea World, Inc.
DATE: September 21, 1984
TO: George Story, Citizens Assistance & Information Director
FROM: Property Department
SUBJECT: FRANK TODD Token of Appreciation

Frank Todd, Sea World's corporate curator of birds, today gave the City Property Department a genuinely superb presentation and discussion on penguins at our quarterly staff meeting. A letter of "thank you" to Frank just does not seem sufficient for the occasion. I would like to send him a bronze 200th medallion if you can spare one for the purpose.



Don Barone
Property Services Supervisor

DSB:mh(1)H3

cc: James Spotts

September 21, 1984

File: Leases - Sea World, Inc.

Mr. Frank Todd, Corporate
Curator of Birds
Sea World, Inc.
1720 South Shores Road
Mission Bay
San Diego, CA 92109

Dear Frank:

You made today's quarterly meeting of the City Property Department a resounding success. Thank you for that. Thank you also for the work you do and for the capable, enthusiastic and humanitarian manner in which you do it. Somehow, it seems destined to benefit us all.

Enclosed is only a small token of our appreciation.

Very truly yours,

Don Barone
Property Services Supervisor

DSB:mh(1)H3

cc: Frank Powell



September 17, 1984

File: Leases - Sea World

John Redlinger, A.I.A.
Manager of Development
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Sea World's Proposed Projects 1984-1985

This is in response to your request of August 15, 1984 for approval of your annual internal project work for 1984-1985. You have previously received the clearance from the Environmental Quality Division of the Planning Department.

Enclosed is your copy of the project plan approved by the appropriate City departments and documented by the City Clerk as 769032.

If you have any questions on this matter, please call me at 236-6792.

G. R. Randolph, Supervisor
Property Management Division

GRR:mh(1)H2

Enclosure

cc: Vince Marchetti
Jack Krasovich



PROPERTY
DEPARTMENT
(619) 236-6020

THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

Vald
AUG 27 1984

3 pm

8/28
WWD
W.D.

August 24, 1984

File - Leases - Sea World, Inc.

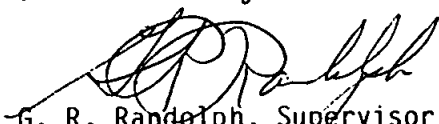
Ferris Wankier, AIA
Vice-President/Development
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Re: Shoreline Repair

Pursuant to our various discussions, I am enclosing the first draft of the proposed shoreline rent credit agreement. I have attempted to combine your June 25 draft with our June 14 version.

I am sending copies of this draft to Vince Marchetti and Hal Valderhaug for their review and comments.

If these are satisfactory, I will have them finalized and prepare a Request for Council Action. Hopefully, we can have the City Council Resolution authorizing the rent credit in early October.


G. R. Randolph, Supervisor
Property Management Division

GGR:mh(1)H4

Enclosures

cc: Vince Marchetti
Hal Valderhaug ✓

238-5118

✓



from

HAROLD O. VALDERHAUG

DEPUTY CITY ATTORNEY
PHONE: 236-6220

MEMO

RECEIVED

SEP 06 1984

PROPERTY DEPT.

9/5/84

Dick Randolph
Property Department

Draft Shoreline Repair Agreement

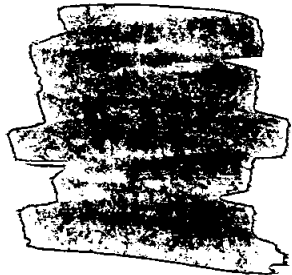
This draft shoreline repair agreement looks basically OK. See my proposed minor changes on page 5.

With regard to Paragraph F on page 4 we should be careful to protect whatever rights the public has to utilize the shoreline area adjacent to the leasehold. Isn't the public, under the present lease document, entitled to use a narrow strip along a portion of the leasehold for access to the channel?

HOV:ps
Enc.

W22
no- not included in
leasehold - 50' to 150'
strip is lost
Public any time
They want. Told
Hal
9/7/84

CITY of SAN DIEGO
M E M O R A N D U M



FILE NO.:

DATE: August 22, 1984

TO: Deputy City Manager John P. Fowler via Martin Breslauer, Assistant
Property Director

FROM: Property Department

SUBJECT: Sea World E.I.R.

Ferris Wankier received his copy of the attached Tuesday afternoon,
August 21, 1984.

He called me immediately to request that you be given a copy so that you
and Sue Williams would be aware of the "roadblock" (as Ferris perceives
it) to the approval of Sea World's conceptual Master Plan.

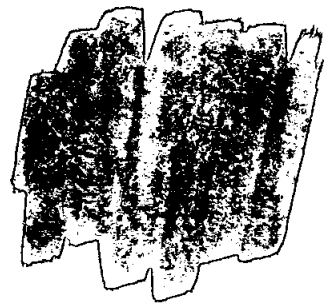
You will see some marginal notes that Don Barone and I made before we
realized that Ferris wanted you to see a copy.

G. R. Randolph, Supervisor
Property Management Division

GRR:sn(1)N1

Attachment

CITY of SAN DIEGO
M E M O R A N D U M



FILE NO.:

DATE: August 22, 1984

TO: Deputy City Manager Sue Williams via Martin Breslauer, Assistant Property Director

FROM: Property Department

SUBJECT: Sea World E.I.R.

Ferris Wankier received his copy of the attached Tuesday afternoon, August 21, 1984.

He called me immediately to request that you be given a copy so that you and John Fowler would be aware of the "roadblock" (as Ferris perceives it) to the approval of Sea World's conceptual Master Plan.

You will see some marginal notes that Don Barone and I made before we realized that Ferris wanted you to see a copy.

G. R. Randolph, Supervisor
Property Management Division

GRR:sn(1)N1

Attachment



DETERMINATION OF : ENVIRONMENTAL EXEMPTION

Pursuant to The California Environmental Quality Act (CEQA) and State CEQA Guidelines

Agency: CITY OF SAN DIEGO EQD File No: 84-0630 Date: 8/21/84

Action/Permit(s): Sea World Rehabililitation Permit No.

Description of Activity: See Attached project list of facilities.

Location of Activity: Sea World - 1720 South Shores Road

1. ☐ This activity is NOT SUBJECT TO CEQA based on the "General Rule" (Sec 15061) or the "Definition of a Project" (Sec 15378) given in the State CEQA Guidelines.
(May be used where discretionary approval is required, yet there is no possibility of significant environmental effect, and no categorical or statutory exemption applies.)

2. ☒ This project is EXEMPT FROM CEQA by the Category or Statute checked below:

ARTICLE 19 of GUIDELINES CATEGORICAL EXEMPTIONS (incomplete list)

- | Sec. | Short Name |
|---|---|
| ☒ 15301 | 1 Existing Facilities |
| ☐ 15302 | 2 Replacement or Reconstruction |
| ☐ 15303 | 3 New Construction or Conversion of Small Structures |
| ☐ 15304 | 4 Minor Alterations to Land |
| ☐ 15305 | 5 Minor Alterations in Land Use Limitations |
| ☐ 15306 | 6 Information Collection |
| ☐ 15311 | 11 Accessory Structures |
| ☐ 15312 | 12 Surplus Government Property Sales |
| ☐ 15315 | 15 Minor Land Divisions |
| ☐ 15317 | 17 Open Space Contracts or Easements |
| ☐ 15319 | 19 Annexation of Existing Facilities and Lots for Exempt Facilities |
| ☐ 15325 | 25 Transfer of Ownership of Interest in Land to Preserve Open Space |
| ☐ | |

ARTICLE 18 of GUIDELINES STATUTORY EXEMPTIONS (incomplete list)

- | Sec. | Short Name |
|--------------------------------|--|
| ☐ 15261 | Ongoing Project |
| ☐ 15262 | Feasibility and Planning Studies |
| ☐ 15265 | Adoption of Coastal Plans and Programs |
| ☐ 15268 | Ministerial Projects |
| ☐ 15269 | Emergency Projects |
| ☐ | |

Exemption Determination by:

Distribution:
Exemption or Project file
Responsible Departments:

Alan Maslay
Environmental Quality Division



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

RECEIVED

AUG 21 1984

PROPERTY DEPT.

ENVIRONMENTAL
QUALITY DIVISION
PLANNING
DEPARTMENT
236-5775

August 17, 1984

Farris Wankier
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Dear Mr. Wankier:

SUBJECT: SEA WORLD MASTER DEVELOPMENT PLAN ENVIRONMENTAL IMPACT REPORT

This is a follow-through to our meeting with Sea World, Red Lion, and the City's Property Department on August 10, 1984. The purpose is to clarify the position of this office with regard to several points on the environmental review for the master plan.

1. Red Lion Inn

As we stated on the 10th, the most appropriate way to conduct the environmental review for the proposed Red Lion Inn is through the Environmental Impact Report which is being prepared for Sea World's master development plan, rather than through some form of separate review for the hotel alone. Use of the master plan Environmental Impact Report is dictated by the interrelationships between issues associated with both the hotel and the master plan. An integrated approach, encompassing the full master plan, is necessary for resolution of these issues.

2. Bicycle/Pedestrian Facilities

Increased automobile traffic on Sea World Way and Perez Cove Way generated by future Sea World development will adversely impact bicycle travel on both of these roads. Sea World should attempt to mitigate these impacts or the Environmental Impact Report (EIR) will conclude that a significant, unmitigated impact would occur. Both the adopted Mission Bay Master Plan for Land and Water Use and the Mission Bay Coastal Access Study provide recommendations which demonstrate that it

is the intent of both plan documents that a joint pedestrian-bicycle pathway should be provided through the Sea World lease. Further, this pathway should be located along the waterfront "to the fullest extent feasible."

We recognize that the existing Sea World theme park makes it infeasible to locate a joint pedestrian/bicycle path adjacent to the water at that location. Further, we recognize that the heavy automobile and pedestrian traffic at the theme park entrance and within the parking lots would create concerns for public safety and liability were a bicycle path to be located through these areas. However, there are other options for location of bicycle and pedestrian facilities.

We offer the following proposals which, if implemented, would satisfactorily resolve the planning issue and provide adequate mitigation for bicycle impacts. The master plan should include the following:

- a. Development of a Class I bicycle/pedestrian pathway along and within the perimeter of the Sea World leasehold, from the leasehold boundary with the South Shores Park at Sea World Drive, westerly along Sea World Drive and Perez Cove Way, to and across the intersection of Perez Cove Way with Ingraham Street. This facility should be carefully integrated into all master plan street and intersection improvements required by the City Engineer for traffic circulation.

- b. Development of a public pedestrian walkway from South Shores, through the Sea World parking lot, in front of the marina, between the shoreline and the Red Lion Inn, and to the Perez Cove Way/Ingraham Street intersection. This pedestrian walkway should be continuous, with no requirements for pedestrians to share right of way with motor vehicles on streets or in parking lots, as is currently required under proposals outlined in the preliminary draft Environmental Impact Report.

Implementation of these facilities should be called out as part of Phase I construction and should be operational prior to operating the hotel or new theme park entrance. Should Sea World have concerns over the feasibility of these specific proposals, alternatives may be developed and proposed in the Environmental Impact Report if they are functionally equivalent to the above. If you elect not to consider our proposal, or to suggest a satisfactory alternative in the EIR, the EIR must then identify a significant, unmitigated impact.

- c. Master Plan Landscaping and Design

In our letter of February 28, 1984, we defined potential visual issues to be discussed in the Environmental Impact Report.

*Sea World potential
refuses potential
liability for
the path. Would
require City
indemnity at
minimum*

*What does
this mean?
Between water
& marina or
between parking
& marina?
(the "front" of
a Marina is
along the water
- generally)
They
Crane boats
into the
water from
their dry
storage areas.*

Specifically, we asked whether landscape treatments along the project boundaries would maintain and enhance the beauty of Mission Bay Park, and whether landscape improvements would be well integrated with street, bikeway, and entrance way facilities.

It does not seem possible in the EIR to analyze this issue and the bicycle facilities issue using only the information contained on the master plan exhibit. First, the plan exhibit does not show the street, bicycle and other facilities which will be required. Second, the exhibit contains little or no detail on plant materials, fencing, signs, lighting and other relevant landscape elements. In order for the issue to be addressed, conceptual plans as a minimum, need to be developed.

We recognize that it is difficult to provide detailed plans for construction which may not occur for many years. However, the later phases of your master plan deal primarily with development internal to the lease boundaries. Our major concern is with the periphery of the lease and the visual and spatial relationships between Sea World and passersby. The lease boundaries and major traffic improvements along the lease boundaries will be largely established for your phase I construction and, consequently, the landscaping for these areas should be planned now. We, therefore, propose that at this time the visual issue be analyzed in terms of your Phase I proposals only. However, language would be added to the lease to assure review of subsequent phase landscaping.

Landscaping plans should be developed as a separate exhibit from the master plan. These plans should include a set of design guidelines which will control the specific landscape elements in all phases of development. These guidelines should speak to:

- a. size and widths of planter areas
- b. irrigation
- c. signs
- d. lighting
- e. fences
- f. classes (if not species) of planting

In addition, exhibits should include character sketches of the major public visual access points to the leasehold following phase I construction. These points include the theme park parking lot entrances at Sea World Way and Perez Cove Way, the Atlantis/Red Lion entrance at Ingraham Street and the view from the bay of the public shoreline/north leasehold boundary. Typical cross sections should show the relationships between periphery roadways, bicycle paths, landscaping and parking lots. Both the character sketches and cross sections should demonstrate implementation of the design guidelines discussed above.

*Should this
be 20+ years?*

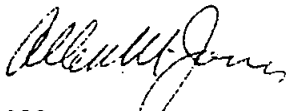
Both the guidelines and exhibits should demonstrate that future passersby will view the Sea World leasehold as an attractive asset to Mission Bay, well-integrated visually with the adjacent passive park, the bay, and nearby commercial enterprises.

3. Traffic

This office will attempt to assist coordination between your traffic consultant, the City's traffic engineers and the Park and Recreation Department, so as to assure that all information required for the traffic analysis is available in the most timely manner.

I hope that this information will assist you and your environmental consultant in better understanding the concerns of this office. Your attention to these points will assure that the Environmental Impact Report will be prepared in the most expeditious way possible.

Sincerely,



Allen M. Jones, Deputy Director
City Planning Department

DT:AMJ:sm1

cc: Diana Dugan, Long Range Planning
Scott Monte, Paratransit
Dick Randolph, Property Department
WESTEC Services

762304
765767
RR-259814



August 15, 1984

RECEIVED

AUG 17 1984

The City of San Diego
Property Department, M.S. 503
City Operations Building
1222 First Avenue
San Diego, California 92101-4155

PROPERTY DEPT.

Attention: G.R. Randolph, Supervisor
Property Management Division

Subject: Sea World Rehabilitation Projects for 1984 & 1985

Dear Mr. Randolph:

A copy of the attached Sea World Site Plan, dated August 15, 1984, was sent to Allen M. Jones, Deputy Planning Director, requesting a Class I Categorical Exception for minor modification to facilities. Refer to the attached cover letter, dated August 13, 1984, which accompanied that plan.

Pursuant to my request of Mr. Jones, I would appreciate it if you would follow through and make sure all appropriate City Departments have reviewed and approved the plan. Subsequent to all approvals, could you send a copy of the site plan with all approval stamps to our office for our records.

I have enclosed two (2) site plans for your use.

If you have any questions, please contact me.

Respectfully,

John Redlinger

John Redlinger, A.I.A.
Manager of Development

JR:cab
Enclosure

*Done 9/12/84
sent SW copies*



August 13, 1984

The City of San Diego
Environmental Quality Division
Planning Department
202 C Street
San Diego, California 92101

Attention: Allen M. Jones
Deputy Planning Director

Subject: Sea World Rehabilitation
Project for 1984 & 1985

Dear Mr. Jones:

In conformance with the procedure established for the rehabilitation of the existing facilities, Sea World, Inc. is requesting the following projects be put in a Class I Categorical Exception for minor modification to facilities.

1. New front entrance A&E
2. Walrus holding expansion
3. New animal care holding pools/nursery
4. New animal care/purchasing building
5. Riprap replacement
6. Entry roadway improvement
7. Enlarge lagoon trainer's office
8. Enlarge whale trainer's office
9. Water jets at whale stadium
10. Upgrade marine aquarium
11. Rehab bird ponds
12. Co-gen II roll-up doors
13. Water Fantasy special effects
14. Video & audio expansion
15. Prep area for catering
16. Margarita - open north side/roll-up doors
17. Rehab Popcorn II
18. Warehouse 2nd. floor mezzanine
19. Drink kiosk at pavilion (2)
20. Pizza umbrella replacement
21. Convert Popcorn I to Hot Dog
22. Convert Mexican to Oriental
23. High temp. dishwasher at Bayside restaurant
24. Expand Cap'n Kids Treasures
25. Air condition Seafarers



26. Air condition Cap'n Kids Toys
27. Shark roof repair
28. Replace Fresh Water Aquarium roof
29. New roof at Square Rigger
30. New roof at Neptune Locker
31. World of the Sea steel pole replacement
32. Waterproof Marine Aquarium
33. Slab repair at California Collections
34. Repair lights at Shamu Stadium
35. Handicapped viewing at Shamu
36. Construct welding facility
37. Replace roof & skin on Sky Tower

Enclosed is a copy of the Sea World site plan indicating the approximate locations of the majority of projects listed above.

Attached, you will find a check for the amount of \$25.00 as required to process our application.

If you have any questions, please contact me.

Respectfully,

John Redlinger

John Redlinger AIA
Manager of Development
JR/jpw

Encl.

cc: F. Wankier
B. Gautier
G.R. Randolph
V. Marchetti



THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

RECEIVED

AUG 08 1984

PROPERTY DEPT.

PROPERTY
DEPARTMENT
(619) 236-6020

July 30, 1984

File: Leases - Sea World, Inc.

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Attention Marina Manager

Re: Ordinance 10107 (New Series) - Regulating Living on Board Watercraft

The City of San Diego is conducting its annual survey to determine compliance with the referenced Ordinance for the period July 1, 1983 thru July 31, 1984.

Please complete the following and return it to this office within 10 days of receipt of this letter:

1. Name of marina: Sea World Marina at Perez Cove
2. Number of boats with holding tanks: EST: 130
3. Do you have a pump-out facility for boat holding tanks at your marina?
Yes
If no, when do you plan to install a pump-out facility? N/A
4. Names of boat owners who have occupied or allowed the occupancy of their boats for more than an accumulative 90-day period since July 1, 1983:
None

Connie M. Romero

Connie M. Romero, Property Agent
Property Management Division

Michael A. Dagenais
Lessee's or Marina Manager's Signature

CMR:sn(1)d2

All asterisked fields
must have data entered,
other fields are optional.

JOB ASSIGNMENT
PROPERTY MANAGEMENT

Mo / Da / Yr
8.* 070384
DATE ASSIGNED

1.* JOB NO. 218199

2.* AGENT: P. T. Crawford
(Initials, Last Name) (20)

6.* JOB TYPE: LEASE-LS; PERMIT-PR; AMNDMNT-AM; SUB LSE-SL; AUDIT-AD; INSPCTN-IN;

OTHER-OT: 7. (20) 9.* 080184
DATE DUE

10.* CLIENT: Sea World, Inc.
(Lessee, Benefitting Person, Agency, Requesting Authority, Etc.) (34)

11. PROJ. NAME:
(Job Title, Common Name, Facility No., CIP No., Other, Etc.)

12. AREA: P. Mission Bay
(Street Address, Short Legal
Park (45)
Descriptn, Thomas Bros. Map Coord., Site No., Etc.)

14. PRIORITY (Circle One) 15. RPRT DSTRBTN
P1. Due Date Firm P3. Supv. Adj. R1. Director Attn.
P2. Director Adj. P4. Agnt. Adj. Other:

13. 2012
OPN ACCT.

5. EST. WORK. HRS.

☐ Aviation
☐ Non Aviation

20. COMMENTS: cc. Bill Punch for his info.

21. AGENT'S LOG: 7-11-84 mailed out audit deficiency letter.
7-16-84 invoices totaling \$28,583.27 were paid.
7-26-84 job closed.

Comments Con't
on Back. ☐

19. FILE LOC.: LS - Sea World, Inc.
(50)

Mo / Da / Yr
072684

18. Job Completion
Date

3. COMPLETION STATUS (Circle)
S1. Complete
S2. Abandoned
S3. Transferred

Supervisor Signature

RECEIVED

JUL 11 1984

PROPERTY DEPT.

Office of
The City Attorney
City of San Diego

MEMORANDUM

236-6220

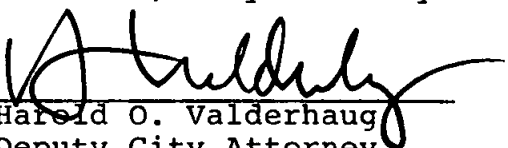
DATE: July 10, 1984
TO: Bill Punch, Property Department ✓
FROM: City Attorney
SUBJECT: Sea World - Lease Amendment - Rent Credits

Pursuant to our recent meeting, we concluded that Section 5, commencing on page 3 of the recent Sea World amendment, provides for additional rent payments to the City and that Paragraph C, commencing on page 13 of the amendment, provides for partial rent credit not to exceed the amounts paid under the above specified Section 5. Copies of the two paragraphs are attached for your information.

Since only a rent credit, as opposed to a cash reimbursement, is called for, it is not necessary to place or hold the additional rents in a special fund or account. However, it is appropriate to keep a clear record of the actual amounts paid, with adjustments, pursuant to the above specified Section 5.

JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps:731.23

Attachment

cc Bob Lawrence, Auditor's office
Al Hardtarfer, Property Department

6 7/3 1WDO
from which CITY can accurately determine
what allowances were made."

4. Subparagraph A.2 of Article IV is hereby amended
to read as follows:

"2. The minimum rent for the Premises shall be the sum of \$1,000,000 for each accounting year commencing with the accounting year beginning January 2, 1984; provided, that for the period of three accounting years commencing at the end of the three accounting years commencing January 2, 1984, and for each subsequent period of three accounting years during the term of this Lease, the minimum rent shall be adjusted to an amount equal to eighty percent (80%) of the "average accounting year rent" (determined as provided below) actually paid for the three previous accounting years, but no such adjustment shall result in a decrease in the minimum rent in effect immediately prior to the adjustment date. For purposes of adjusting the minimum rent as provided above, the "average accounting year rent" shall be the average of the rent for the three accounting years immediately preceding an adjustment date unless the highest rent of said three years differs from the middle rent of said three years by more than ten percent (10%) of the middle rent, in which case the "average accounting year rent" shall be the average of the middle rent and the lowest rent of said three years."

5. Paragraph A of Article IV is hereby amended by adding Subparagraph 3 thereto, to read as follows:

"3. In addition to any other rent provided for in this Lease, LESSEE shall, during the term of this Lease, also pay to CITY rent for the use of the Premises in the following amounts: (i) \$50,000 per year, payable in advance, for a period of five (5) years, with the first such payment being due on January 2, 1984, and thereafter on each anniversary thereof, with the last such payment being due on January 2, 1988; plus

(ii) \$75,000 per year, payable in advance, for a period of ten (10) years, with the first such payment being due on January 2, 1984, and thereafter on each anniversary thereof, with the last such payment being due on January 2, 1993; provided, that the payments payable on January 2, 1984, as provided in subparagraphs (i) and (ii) above, shall not be due until ten (10) days after the amendment adding these provisions to the Lease becomes effective. The rental payable pursuant to subparagraph (ii) above on January 2, 1985, and each anniversary thereof through January 2, 1993, shall be subject to adjustment in accordance with the following: "Index," as used herein, means the Consumer Price Index for All Urban Consumers for Los Angeles/Long Beach/Anaheim CA/All Items (1967=100) published monthly by the United States Bureau of Labor Statistics. If the Index is no longer published, the determination of the adjustment as hereinafter provided shall be made by reference to conversion tables, if any, included in any new index published by the United States Government in replacement of the Index; and if no such conversion tables exist, then the parties shall agree upon another source of authoritative information to determine changes in purchasing power, and if they are unable to agree, then such source of information shall be determined by arbitration conducted in accordance with the rules of The American Arbitration Association. "Adjustment Date," as used herein, means January 2, 1985, and each anniversary thereof through January 2, 1993; and "Base Date" means the January 2 immediately preceding each applicable Adjustment Date. The rental payable on each Adjustment Date shall be the amount that bears the same relationship to the amount of rental payable on the immediately preceding Base Date as the average monthly Index for the months of July, August, and September immediately preceding the Adjustment Date bears to the average monthly Index for the months of July, August, and September immediately preceding the Base Date for such

disapprovals. Said plan may be amended from time to time by LESSEE with the prior written approval of the City Manager. (References herein to the approved development plan shall mean said plan as so amended.) Upon receipt of all required approvals of said plan, the same shall be assigned a City Document Number, shall be denominated the "Master Plan" for the Premises, and shall be substituted for the "Master Plan" referred to in Paragraph A of Article III of this Lease.

B. Subject to delays resulting from causes beyond LESSEE's reasonable control, LESSEE shall implement the First Phase (as defined below) of said approved plan as soon as practicable after LESSEE obtains the City Manager's approval and all other required permits and approvals for the First Phase of the approved plan (provided that commencement of construction of the First Phase of said plan shall not be required before three (3) years following the City Manager's approval thereof), and shall proceed diligently and without undue delay to completion thereof. "First Phase" shall mean the development and construction of a project or projects included within the approved development plan involving an aggregate investment (including direct and indirect construction costs and costs for architects, engineers, consultants fees and permitting and related expenses) of at least \$2,500,000, and shall include (but not necessarily be limited to) improvements to Parcel "A" Property 3 and Parcel "B" WATER 7.216 ACRES.

C. Should LESSEE be required by any public entity, including CITY (such as, for example, the California Coastal Commission) to make any expenditures or payments in lieu of expenditures (other than the rental expressly provided for in this Lease) for permanent capital improvements on, to, or in Mission Bay Park which would normally be the responsibility of CITY ("Mitigation Expenditures") as a condition to obtaining permission to develop, construct, install, or operate improvements, facilities, or equipment in, to, or on the Premises in

excess of expenditures directly required to develop, construct, install, or operate said improvements, facilities, or equipment (such as, for example, the contribution of funds for an off-site improvement in alleged mitigation of alleged adverse environmental impacts of said development and/or activities), then LESSEE shall be given a credit in the amount of fifty percent (50%) of such Mitigation Expenditures against the rental payable under this Lease, as follows: (i) the amount of such credit shall not exceed the total rental payable pursuant to subparagraph IV.A.3 of this Lease; and (ii) said credit shall be allowed only to the extent of rental payments under subparagraph IV.A.3 previously made and as any such payments subsequently become due.

D. Should LESSEE fail to commence construction of the First Phase of the improvements in said approved development plan as provided above, subject to delays beyond LESSEE's reasonable control, then Parcel "A" Property 3 and Parcel "B" WATER 7.216 ACRES shall revert to CITY, at CITY's option, free and clear of this Lease or any other interest of LESSEE, unless LESSEE commences construction within thirty (30) days following receipt of written notice from CITY of its intention to cause such reversion, given on or after the date LESSEE shall have commenced construction, subject to delays beyond its reasonable control. If requested by CITY, and if CITY's notice of election is valid and LESSEE fails to commence construction within said thirty (30) day period, LESSEE shall execute, acknowledge, and deliver to CITY a quitclaim deed whereby LESSEE shall quitclaim all of its right, title, and interest in said parcel to CITY. Such reversion of Parcel "A" Property 3 and Parcel "B" WATER 7.216 ACRES shall be CITY's sole remedy for LESSEE's failure to timely commence construction of the First Phase of the improvements referred to in the approved development plan. In the event Parcel "A" Property 3 and/or Parcel "B" WATER 7.216



Farris Wankier, A.I.A.
Vice President/Development

June 25, 1984

RECEIVED

JUN 26 1984

PROPERTY DEPT.

The City of San Diego
Property Department
City Operations Building
1222 First Avenue
San Diego, California 92101

Attention: G.R. Randolph

Subject: Shoreline Repair

Dear Dick:

After our conversation and review of your draft of an agreement for the subject work, we have re-drafted the agreement to incorporate a better description of the work and responsibility.

The amount of the rent credit can be filled in after the engineering estimate is complete.

Please review.

Very truly yours,

Farris Wankier, A.I.A.
Vice President/Development

FW:cab
Enclosure

cc: R. Hillebrecht
F. Powell
D. Hall
P. Williams
J. Redlinger
M. Gotch
S. Williams
V. Marchetti

RECEIVED

THE CITY OF

SAN DIEGO

CITY OPERATIONS BUILDING • 1222 FIRST AVENUE, M.S. 503
SAN DIEGO, CALIFORNIA 92101-4155

PROPERTY
DEPARTMENT

(619) 236-6020

June 7, 1984

SEA WORLD INC./PMR/02
ATTN: ACCOUNTING DEPT
1720 SOUTH SHORES RD.
SAN DIEGO, CA 92109

Dear Lessee:

Each year the Property Department prepares an estimate of lease revenue expected to be received by the City for the next two years. These estimates of revenue play an important role in planning and maintaining the services the City of San Diego provides to the community.

Because your agreement with the City provides for a percentage rental payment, we need your assistance in preparing these estimates. Please complete the information requested on the reverse side of this letter and return it by July 8, 1984. We have provided a stamped return-addressed envelope for your convenience.

If you have more than one percentage agreement, you will receive a copy of this letter for each account. We need a separate estimate for each account when this occurs. If your agreement specifies both a fixed rental payment and a percentage rental payment, you need to provide an estimate of only the percentage rent.

If you have any questions concerning this request, please call Christine Young at (619) 236-6988. Thank you for your cooperation.

Very truly yours,


Martin Breslauer
Assistant Property Director

JLS:LLJ:mh-w J1

Enclosure

RECEIVED

JUL 20 1984

PROPERTY DEPT.

ESTIMATED LEASE REVENUE FOR PERCENTAGE RETURN AGREEMENT

INSTRUCTIONS

Please estimate the total amount of rent (less rent credits, if any) which is expected to be paid to the City of San Diego for the two 12-month periods shown.

LESSEE
REFERENCE
ATTENTION
BILLING ADDRESS
CITY, STATE, ZIP

SEA WORLD INC./PMR/02
P201RD/019
ATTN: ACCOUNTING DEPT
1720 SOUTH SHORES RD.
SAN DIEGO, CA 92109

1. Fiscal Year 1985 Period Covered: July 1, 1984 through June 30, 1985

a. Estimated Rent: \$ 1,703,000.00.

b. Comments or Explanation:

2. Fiscal Year 1986 Period Covered: July 1, 1985 through June 30, 1986

a. Estimated Rent: \$ 1,788,000.00.

b. Comments or Explanation:

Contact Person:

Mario J. Mozza

Telephone: (619)-222-6363

Ext. 2032

Thank you for your assistance. Please contact Christine Young at (619)236-6988, if you have any questions.

Return to: City of San Diego
Property Department (MS 503)
Attention Alan E. Hardtarfer
1222 First Avenue
San Diego, CA 92101-4155

CITY of SAN DIEGO
M E M O R A N D U M

FILE NO.:

DATE: May 21, 1984

TO: James L. Spotts, Property Director, via Don Barone, Property Services Supervisor

FROM: G. R. Randolph

SUBJECT: Sea World/City Riprap

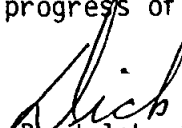
At your direction, I met with representatives of Sea World on Tuesday, May 15, to discuss a possible rent credit for repair of the City-owned riprap adjacent to and northerly of the Atlantis Restaurant leasehold. Attending were Frank Powell, Ferris Wankier, Don Hall and two members of Ferris' staff.

Ferris discussed the proposed repair in terms of its need, the effect it is having on their leasehold and their plans to protect the shoreline.

They intend to engage an engineering firm experienced in shoreline projects to review, study and eventually prepare repair plans. Incidentally, they have not found anyone in San Diego yet with any expertise in this field, but still hope to. Sea World's assignment to the engineer and eventual contractor is to prepare separate studies, plans and specification on the City's 3,000+ feet and Sea World's leasehold area. Our area and cost is to be clearly separated from the leasehold area. As of this date, the only bid they have for the combined study is in the \$20,000 range.

I explained to them that as their cost estimates and plans are prepared, they should remain in contact with us to set up the rent credit process, if still applicable. I further explained that a lease amendment would not be required, but Council approval in the form of a resolution would be.

They agreed to keep us informed as to the progress of the project.


G. R. Randolph, Supervisor
Property Management Division

GRR:mh(1)H4

3467 Kurtz Street
San Diego, California 92110
(619) 224-2911

Woodward-Clyde Consultants

MAY 19 1984

May 18, 1984
Reference No. 84P5292

Sea World
1720 South Shores Road
San Diego, California 92109

Attention: Farris E. Wankier, A.I.A.
Vice President-Development

PROPOSAL FOR DESIGN OF SLOPE REPAIR
SEA WORLD - MISSION BAY
SAN DIEGO, CALIFORNIA

Gentlemen:

In response to your verbal request of May 17, 1983, we are pleased to offer this proposal for the design of remedial measures for the existing stone shore protection along the Sea World bayfront in Mission Bay, San Diego, California. We understand that the slopes to be repaired generally extend along the north side of Sea World from a point just east of Ingraham Street (north of the Atlantis Restaurant) to a point west of the existing boat building and then from a point east of the lagoon to near the east property line. The initial bank design is reported to have a top of bank elevation of approximately +8 to +9 feet, a slope inclination down at approximately 2:1 to 1½:1 to -2 feet, a bench width of approximately 10 to 15 feet and then down to -8 feet. The slope protection consists of a 12 to 18 inch thick layer of stone. The total length of the alignment is approximately 2600 feet. We also understand that approximately one-half of the slope to be repaired is owned by the City of San Diego, Parks and Recreation Department.

To aid in preparing this proposal, we have discussed the project with Mr. Wankier and we have made a visual inspection of the western portion of the alignment. We have been provided with a copy of a plot plan entitled "Delineation of Sea World Lease" on which the approximate limits of the slopes to be repaired are marked in red. We also understand that Sea World will provide base maps for preparation of final plans.

SCOPE OF WORK

The purpose of our work will be to obtain information necessary to evaluate the existing site conditions, prepare design plans and specifications for repair of the damaged areas and provide

Consulting Engineers, Geologists
and Environmental Scientists

Offices in Other Principal Cities



inspection services during construction. It is anticipated that our work will consist of the following:

Investigation Phase

- Make a visual inspection of the existing slope conditions along the alignment and document (including photographs) the damaged areas.
- Identify reference points along the top of the embankment.
- Make slope profiles of typical areas along the embankment. The profiles will generally extend from the top of the bank to the toe.
- Generally describe the size and distribution of the existing stone on the slope.
- Review and evaluate tidal and wave conditions.
- Review and evaluate field data.
- Evaluate general type and extent of damage.
- Evaluate probable causes of damage.
- Develop design criteria.

Preliminary Design Phase

- Evaluate possible slope protection measures
- Prepare preliminary sections for selected slope repairs.
- Prepare preliminary cost estimates.
- Meet with Sea World and City of San Diego Parks and Recreation personnel to discuss findings and possible solutions.
- Assist Sea World Project Manager in selection of repair measures to be used.

Final Design Phase

- Prepare final plans and specifications.
- Prepare cost estimate based on construction documents.

- ° Assist Sea World Project Manager in preparation of information for permit applications.
- ° Assist Sea World Project Manager during bidding period by responding to inquiries relative to the design and by reviewing bids.

Construction Phase

- ° Provide inspection services during construction.
- ° Provide technical advice for project to Sea World project manager.

The engineer in charge of our efforts on the project will decide the specific work and analysis that will fulfill the purpose of the study and provide a basis for preparation of plans and specifications. As a part of our work, we will prepare a Design Memorandum, Plans and Specifications and a Final Cost Estimate. Ten copies of the Design Memorandum and Plans and Specifications shall be furnished to Sea World for bidding purposes.

COST ESTIMATE

We estimate that the cost of our services for the various phases of work described herein will range as follows:

1.	Investigation Phase.....	\$2000 to	\$ 3000
2.	Preliminary Design Phase.....	\$1500 to	\$ 2250
3.	Final Design Phase.....	\$3500 to	\$ 5000
4.	Construction Phase.....	\$4000 to	\$ 8000

Estimated Range of Total Cost	<u>\$11,000 to \$18,250</u>
-------------------------------	-----------------------------

We will not exceed the maximum estimated amount for the first three phases of work without your approval. Our services during the construction phase will depend on the final design, the contractors work schedule and Sea World's requirements for inspection. A better estimate for the cost of these services can be made after the contract is awarded.

We propose to perform all of our services and invoice in accordance with the following Schedule of Charges and Conditions of Service.

We appreciate the opportunity of submitting this proposal, and we look forward to working with you on this project. Your signature below will be acknowledgment of your understanding of this proposal and the following Schedule of Charges and Conditions of

Sea World
Reference No. 84P5292
May 18, 1984
Page 4

Woodward-Clyde Consultants

Service; please return a signed copy to this office for our records. If you have any questions, please give us a call.

Very truly yours,

WOODWARD-CLYDE CONSULTANTS



Louis J. Lee
Vice President

LJL/ks

AGREED TO THIS _____ DAY OF _____, 1984

FIRM _____ ADDRESS _____

BY _____

SCHEDULE OF CHARGES
(San Diego Office, January 1984)

PERSONNEL

Personnel charges are for technical work. Charges are made for technical typing, as in the preparation of reports; and for time and costs of printing, as in the reproduction of reports. No direct charges are made for secretarial service, office management, general accounting, or maintenance; these items are included in overhead. Current hourly rates are as follows:

Clerical, Field Assistant	\$ 20.00
Staff Assistant	25.00
Draftsman, Technical Assistant	32.00
Field Technician, Laboratory Technician	38.00
Staff Engineer or Geologist, and Laboratory or Technical Supervisor	40.00
Senior Staff Engineer or Geologist	47.00
Project Engineer, Geologist, and Engineering Geologist	55.00
Senior Project Engineer, Geologist, and Engineering Geologist	65.00
Associate, Principal and Staff Consultant	75.00*

*Rates for the preparation of and providing expert testimony and specialized consulting will be provided separately.

Rates for consultants outside of the San Diego office will be provided upon request. Court appearance as an expert witness and depositions are charged at \$950.00 per day plus expenses with a minimum charge of one-half day.

Time spent in travel in the interest of the Client is charged at hourly rates. No more than 8 hours of travel time will be charged in any day. Subsistence is charged when it is necessary for an employee to be away from the office overnight. Overtime, weekend, and holiday work for field personnel is invoiced at an additional 25%.

Charges for services extending beyond the 1984 calendar year will be invoiced in accordance with a revised Schedule of Charges and Conditions of Service. The Client will be sent the revised Schedule of Charges and Conditions of Service for his information and consideration.

DIVING

Diving services are charged at the regular personnel rates listed above, plus \$225 per whole day or portion thereof.

EQUIPMENT

In-house computer	\$ 30.00/hr.
Field Inspection, mobile laboratory and other vehicles used in field work	6.00/hr.
Inclinometer	10.00/hr.
Refraction Seismograph	13.50/hr.
Nuclear Density Tester	5.50/test
Transportation vehicles	0.30/mi.

Rates for seismic survey equipment, strong motion monitors, down-hole shear wave system, shear wave hammer, resistivity equipment, magnetometer, earthquake data bank, slope indicator, aerial photographic camera, acoustical equipment, vibration monitoring equipment, settlement plates, or any other special equipment will be furnished upon request.

LABORATORY TESTS

	<u>Unit Price</u>
Sieve Analysis (material smaller than #4 sieve, with wash)	\$ 35.00
Sieve Analysis (material larger than #4 sieve)	100.00
Mechanical Analysis (sieve analysis on -#4 material and 3 pt. hydrometer)	50.00
Hydrometer Analysis (ASTM D-4222 -#10 Material)	75.00
Lab Compaction Test (up to 4" diameter mold)	95.00

Lab Compaction Test (6" diameter mold and California 216-F)	125.00
Lab Compaction Test - 1 point	32.50
Sand Equivalent	37.50
Liquid Limit	27.50
Plastic Limit	27.50
Plasticity Index	55.00
Specific Gravity	35.00
Moisture Content	10.00
Moisture Content and Dry Density	14.50
Unconfined Compression	25.00
Direct Shear - Per Point (2 minimum)	100.00
Consolidation Test - Setup	100.00
- Per Point	35.00
Confined Compression (including 2 points)	75.00
Permeability	
Field Sample	200.00
Fabricated Sample	225.00
Swell Test (2" diameter specimen)	80.00
Expansion Index (recompacted 4" diameter specimen per VBC 29-2 Procedure)	85.00
California Bearing Ratio (Static)	125.00
California Bearing Ratio (Corps of Engineers Method)	400.00
R-Value	140.00

Sample preparation (when required), data reduction, analyses, and plotting are charged at personnel rates. Rates for other laboratory testing, such as triaxial compression, MTS cyclic loading, corrosivity, or resistivity, will be furnished upon request.

OUTSIDE SERVICES

Outside services are charged at 1.15 times the billing or cost rate. Common items to which this 1.15 multiplier applies include: equipment rental, printing and photographic work, computer time purchases (which are increased by a factor to cover computing equipment leases), special insurance, travel and transportation, subsistence (room and board), and long distance communications..

CONDITIONS OF SERVICE

ARTICLE I: METHOD OF CHARGING AND PAYMENT CONDITIONS

Unless otherwise specified, the method of charging for services shall be on a time and materials basis and shall be based on the Schedule of Charges in effect when services are performed. Woodward-Clyde Consultants (WCC) periodically shall submit

invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify WCC of the same within fifteen (15) days from date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1½%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by WCC more than thirty (30) days from date of invoice. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by WCC against Client for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party by the other party.

ARTICLE II: CONSTRUCTION PROCEDURES

WCC shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. WCC testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans and specifications.

ARTICLE III: RECOGNITION OF RISK

Client recognizes that surface and subsurface conditions can vary from those encountered at the times and locations where data are obtained by WCC, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

ARTICLE IV: PROFESSIONAL RESPONSIBILITY

WCC represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

ARTICLE V: LIMITATIONS ON LIABILITY

For any damage caused by professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract, by WCC, its employees, agents or subcontractors, WCC's liability, and that of its employees, agents and subcontractors, is limited to \$50,000 or WCC's total compensation, whichever is greater.

For any damage caused by negligence other than professional negligence, WCC's liability, including that of its employees, agents and subcontractors, in the aggregate under this Agreement shall not exceed the limits of WCC's comprehensive general and automobile liability insurance coverage.

In no event shall either WCC or Client be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or non-professional, of either of them or their employees, agents or subcontractors.

ARTICLE VI: INDEMNIFICATION

If any claim is brought against WCC by any third party including, without limitation, any insurer asserting subrogation rights of Client, relating to services under this Agreement, Client shall indemnify WCC for all legal fees, consulting fees, including those of WCC, and other costs of defense reasonably incurred by WCC unless it is proven that WCC was guilty of negligence or willful misconduct in connection with its services.

ARTICLE VII: TIME BAR TO LEGAL ACTION

All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the substantial completion of WCC's services.

ARTICLE VIII: NO THIRD PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than Client and WCC.

Sea World
Reference No. 84P5292
May 18, 1984
Page 9

Woodward-Clyde Consultants

ARTICLE IX: ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the services contemplated hereunder, time schedules are only estimated schedules which are subject to revision unless specifically described as otherwise herein.

ARTICLE X: ESTIMATED CHARGES AND PAYMENT CONDITIONS

WCC charges are only estimated and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation unless it is expressly so stated in writing.

WCC (0584):nme

CITY of SAN DIEGO
MEMORANDUM

FILE NO.:

DATE : May 7, 1984

TO : Property Director via Deputy City Manager Fowler

FROM : Park & Recreation Director via Deputy City Manager Williams

SUBJECT: Mission Bay Shore Protection - Sea World

Baker / Randolph
I don't think
we need an
amendment. Let's
discuss.
See Williams
Jean

RECEIVED

MAY 14 1984

PROPERTY DEPT.

A substantial amount of the 3,000+ feet of shoreline adjacent to the Sea World lease, from the South Ingraham Street Bridge to the easterly line of Sea World, is in need of restoration as a result of erosion and sloughing of the existing rock slope protection. The City is responsible for maintenance of approximately one-half of this shoreline which was not included with the original Sea World lease agreement for Sea World, the Atlantis Restaurant and Perez Cove.

Sea World has indicated that they are willing to provide for the design and construction of slope protection improvements for both the City and their areas of shoreline through the use of rent credits.

Please take the necessary action to amend the Sea World lease agreement to provide the necessary feasibility studies, design and construction of improvements by Sea World through the use of rent credits.


GEORGE I. LOVELAND

VJM:11

cc: ~~1/18~~ Assistant Park & Recreation Director
Coastal Division Deputy Director
Park Development & Open Space Deputy Director
Project Officer Marchetti

Went to 5/15/84

Engr Studies out for
bid. \$20,000 +

Will separate
City-owned from
leasehold. in
studies & Constr.

need revo but no amendment

RECEIVED

MAY 11, 1984

PROPERTY DIRECTOR

CONTRACT BRIEF

*Never submitted
for City approval.*

TITLE

Institutional advertising agreement between Encyclopaedia Britannica Inc.
and Sea World Inc.

SUBJECT

Sponsorship of a Britannica 3 Reference Center and the "Animal Display"
at all three Sea World parks.

PARTIES

Encyclopaedia Britannica Sea World, Inc.
~~425 North Michigan Avenue~~ *510 S. Michigan Ave.* 1720 South Shores Road
~~Chicago, IL 60611~~ *Chicago, Illinois 60604* San Diego, CA 92109
Attention: Over the Counter Sales Dept.
7th Floor

DATES

San Diego - 5/23/81 through 5/22/84, three years
Ohio - 5/23/81 through 5/22/84, three years
Florida - 7/01/81 through 6/30/84, three years

CONSIDERATION

San Diego - Base fee \$65,000.00 -
Ohio - Base fee \$30,000.00 - all due in two equal installments
Florida - Base fee \$50,000.00 - on June 1 and December 1

Base fees constitute minimum annual sponsorship fee. EB will also pay
commissions based on certain aspects of the operation. These will be
detailed in monthly reports.

In addition, EB will pay \$15,000.00 for each Reference Center to be
built in San Diego and Florida (\$30,000.00 in total). This will be
due in three equal installments on the following dates:

10/1/81 -
6/1/82
6/1/83

EB \$30,000 2/26/81

Henry Remoff

AMENDMENT TO SAN DIEGO AGREEMENT (THE "AGREEMENT") DATED SEPTEMBER 28, 1981,
BETWEEN ENCYCLOPAEDIA BRITANNICA, INC. AND SEA WORLD, INC.

Paragraph 10 of the Agreement is hereby amended as follows:

1. For the contract year beginning May 23, 1982, and ending May 22, 1983, the Base Fee will be reduced to \$47,500 payable in two equal installments of \$23,750 each, the first on June 1, 1982 and the second on December 1, 1982.
2. The Base Fee for the third contract year (beginning May 23, 1983 and ending May 22, 1984) will be determined no later than April 1, 1983, as follows:
 - a. If there are less than 333 total unit sales (as described in the attached letter dated March 23, 1982, from Jesse H. Bishop to Cinda Gregg) during the ten-month period beginning May 23, 1982 and ending March 22, 1983, then a reduced Base Fee of \$52,500 will apply to the third contract year.
 - b. If there are 333 or more total unit sales during the above described ten-month period, the original Base Fee of \$65,000 will apply to the third contract year.
3. Except as specifically modified by this amendment, the Agreement will remain in full force and effect.

Executed 6-8-82, 1982
ENCYCLOPAEDIA BRITANNICA (USA)
A Division of Encyclopaedia Britannica, Inc.

By *John A. Wilson*

Its Executive Vice President
Administration

Executed May 17, 1982
SEA WORLD, INC.

By *Joe Schmitz*

Its Senior Vice President

THIS AGREEMENT, dated Sept 28, 1981, by and between
Encyclopaedia Britannica, Inc., a New York, N.Y. corporation ("EB"), and
Sea World, Inc., a Delaware corporation ("Sea World").

W I T N E S S E T H

WHEREAS Sea World owns and operates a marine park in San Diego,
California (the "Park"); and

WHEREAS EB is engaged in the business of publishing and marketing
encyclopedias and other reference works; and

WHEREAS in furtherance of its principal business and to demonstrate
and publicize the services it renders, EB desires to sponsor a Britannica 3
Reference Center (the "Center"), such Center to be comprised of a booth to be
located inside the Park, as tentatively described in Exhibit A to this Agreement;
and

WHEREAS in addition to the Center, EB desires to sponsor a "look, touch,
and feed" area (the "Animal Display"), involving walrus and pinniped, as tentatively
described in Exhibit B to this Agreement; and

WHEREAS EB and Sea World desire to enter into this Agreement relative
to such sponsorship, providing for certain obligations of EB and Sea World and
for the payment to Sea World of certain fees and other expenses as are more
particularly described herein;

NOW THEREFORE, in consideration of the covenants, terms, and conditions
herein contained, the parties hereto mutually covenant and agree as follows:

1. TERM - The term of this Agreement will begin as of May 23, 1981,
and will end on May 22, 1984, unless sooner terminated as hereinafter provided.

2. EB's SPONSORSHIP OF THE CENTER AND ANIMAL DISPLAY - During the
term of this Agreement, EB shall be identified as the sponsor of the Center and
Animal Display and shall enjoy the following privileges and rights, subject to the

following terms, conditions, and approvals:

(a) At EB's request, Sea World shall cause EB's corporate name, symbol, trademark, certification mark, registration mark, and/or design (herein collectively referred to as "Names and Marks") to appear in or about the Center and Animal Display and on material publicizing and promoting the Center and Animal Display, all in a manner designed to identify EB as the sponsor.

(b) EB is hereby authorized, subject to prior approval by Sea World as provided in Paragraph 4 hereof, to use the name "Sea World" and the symbol of the Park (presently an encircled, stylized, jumping, killer whale) and the Center or Animal Display in connection with its institutional advertising or publicity, including advertisements by means of radio, television, or any similar medium hereafter developed. The name "Sea World," and any other symbols used to advertise and promote the Park, shall be used only in the exact form, style, and type then prescribed by Sea World for use of such names and symbols by other exhibitors or sponsors of attractions at the Park, except that if the names are used within the body of ordinary copy, they may be in the same form, style, and type as the copy.

(c) Subject to prior approval by Sea World, as provided in Paragraph 4 hereof, EB is hereby authorized to photograph, televise, make miniatures of, or otherwise reproduce in any manner, or through any media, or make any other reproductions of the Center, Animal Display, or Park in connection with its institutional advertising or publicity related to the principal business of EB, as described in the preamble hereto, by means of any advertising or communications medium. Such advertising or publicity by means of television may be by spot television advertisement or in television specials produced for EB where the Center, Animal Display, or Park appear incidentally therein when expressly approved in writing by Sea World prior to such use. In the event EB desires so to use motion pictures of or televise the Park, Center or Animal Display, in accordance

with the terms of this Agreement, Sea World will obtain for EB's benefit releases, clearances, and other instruments from its employees in the Park necessary, under Sea World regulations, to permit EB to make and use such motion pictures or telecasts within the Park or permit the same to be made and used. Such releases or clearances shall be obtained after written notice by EB in the manner set forth in Paragraph 13 of this Agreement.

(d) In addition to the foregoing, EB shall enjoy the following rights and privileges, subject to the terms of this Agreement:

(i) To have appropriate identification of EB's sponsorship of and participation in the Center and Animal Display included in any recorded or live announcements at the Center and Animal Display, and to have included in such announcement at the Animal Display reference to the availability of fact sheets at the Center. Such fact sheets shall be printed by EB at EB's own expense, and may be distributed at the Center after approval of their form and content by Sea World, pursuant to Paragraph 4 hereof;

(ii) To place graphic material and signs identifying EB and its business in and about the Center, to display EB's products and conduct sales presentations within the Center, and to register Sea World customers in EB drawings and contests unless prohibited by law. Sea World may, in its sole discretion and at its own expense, install graphic materials, such as directional signs, at any other locations within the Park;

(iii) To be included in and identified as the sponsor of the Center and Animal Display in any maps, guide books, directories, programs, or similar materials referring to the Center or Animal Display and distributed by Sea World to its guests;

(iv) To have EB guests be accorded VIP treatment by Sea World employees, in accordance with Sea World practice respecting other similar institutional sponsors;

(v) Subject to prior written approval of Sea World as set forth in Paragraph 4 hereof, the Center and Animal Display will be made available to EB for commercials or press-related activities at no Park rental charge.

(e) The rights granted to EB in this Paragraph 2 shall be exercised in good taste and in conformity with the general scheme and plan of the Park and of the various areas within the Park. Sea World shall have the right to approve the manner and form in which all of the rights granted to EB by this Paragraph 2 are to be exercised, including, without limitation, and manner and location in which the EB Names and Marks shall be used in and about the Center and Animal Display and the content, style, and location of graphic material and signs installed, if any. The judgment of Sea World in this regard shall be conclusive as to all such matters.

(f) EB shall advise Sea World of its precise Names and Marks in order that Sea World may incorporate such Names and Marks in the design of EB's identification for the Center and Animal Display. EB shall also advise Sea World of any copyright or registration notices to be affixed thereto. Any change thereafter in such Names and Marks desired or required to be incorporated into such identification shall be at the cost of EB.

(g) Wherever compliance by either party requires the preparation of materials or physical facilities, such obligations shall exist only from the date of execution of this Agreement. The party with the duty of performance shall have a reasonable time from such execution to comply with such obligation or obligations.

3. INSTALLATION, MODIFICATION, OPERATION, AND MAINTENANCE OF THE
CENTER AND ANIMAL DISPLAY

(a) Sea World shall, at EB's expense and in accordance with the descriptions and blueprints attached as Exhibits A and B hereto, construct the Center in the Park, such construction to be completed no later than December 7, 1981.

(b) Sea World shall, at its own expense, perform day-to-day janitorial services and routine maintenance of the Center and Animal Display, including periodic painting and other routine services relating to general upkeep and appearance, and shall include protection of the Center and Animal display within its normal Park security functions. Redecorating or renovation of the Center or Animal Display shall not be regarded as routine maintenance, and any redecorating to accommodate EB's advertising or corporate identity shall be at EB's expense as hereinafter provided.

(c) Periodically throughout the duration of this Agreement, the decor or landscaping of the Center and Animal Display may be refurbished, redecorated, and/or rehabilitated to accommodate new policies or promotional plans of EB. Any such change shall be undertaken at the expense of EB; provided, however, that no material change shall be undertaken by EB without the written approval of Sea World. Should any action taken by Sea World hereunder cause a shift in traffic flow resulting in a substantial reduction in the number of Sea World customers who normally pass within 50 feet of the Center, EB may terminate this Agreement for cause, pursuant to Paragraph 9(b) hereof. For purposes of this Subparagraph 3(c), the term "substantial reduction" shall mean a 25% decline in pedestrian traffic during a sustained period of 14 consecutive days, when compared to a previous 14-day period during which Park attendance was approximately the same or lower. EB shall bear the burden of proving the occurrence of any such substantial reduction.

(d) Sea World shall cause the Center and Animal Display to be open to patrons and guests of the Park during normal business hours. EB need not operate the Center during all operating hours of the Park; however, EB agrees to operate the Center at least 5 hours each business day, unless a shorter period on any given day is authorized by the Park Director of Operations. The Center and Animal Display shall be operated in such manner, upon such terms, and in accordance with such operating procedures and practices as may be established

by Sea World from time to time. EB agrees to display prominently in the Center books published by Sea World Press and to direct Sea World guests expressing an interest in purchasing one or more of such books to an appropriate Sea World gift center where such books are sold. Sea World is hereby authorized to shut down or close the Center and Animal Display for maintenance, repairs, or rehabilitation for periods not to exceed forty-five (45) days each contract year, without, in any case, any abatement of the fees payable by EB to Sea World hereunder or the incurring by Sea World of any liability to EB; provided, however, that Sea World shall not shut down or close the Center during the months of July or August, unless absolutely necessary in the judgment of Sea World.

(e) The Center will be staffed with full time EB representatives; and EB agrees to provide Sea World with the names of all such representatives doing business for EB in the Park. EB agrees to pay all salaries, wages, benefits, and all other employee-related costs and agrees to indemnify and hold harmless Sea World, its parent corporation, and their respective directors and employees from and against all claims and suits arising out of acts or omissions of said EB representatives. Sea World reserves the right to approve, or object to, the presence of any EB representative on Sea World premises at any time. EB hereby agrees to permit representatives of Sea World to sit in on all final interviews of applicants for such positions and to conduct orientation programs to be attended by all approved applicants. EB representatives doing business for EB in the Park shall be subject to all rules and policies outlined in the Sea World employee handbook and in supplementary memorandums issued by Sea World management from time to time, and shall be subject to the supervision of Sea World Merchandise Supervisors.

4. APPROVAL PROCEDURE - In all cases where provisions of this Agreement require the prior approval or consent of Sea World with respect to any right or privilege to be enjoyed by EB hereunder, EB shall, at least ten (10) days prior to the date of intended use or implementation of such right or privilege, submit to Sea World, Attention: Director of Institutional Programs, a detailed

written description of such intended use or implementation, including, in the case of advertising or promotional literature, (i) prototype material (including copy, artwork, and layout), if any, using the name or symbols of Sea World, the Park, Center, or Animal Display; (ii) background data relative to such material; (iii) a brief statement as to the use to which any promotional material will be put, the media through which, and the period of time during which it will be distributed or displayed; (iv) photographs, films, or any other representations of the Park, Center, or Animal Display to be used; (v) final proofs or scripts of all material, which shall not differ significantly from the proposals or prototypes approved by Sea World, and such proofs and scripts shall indicate the specific use to which they will be put. Such proofs shall be provided to Sea World at or before the time they are forwarded or made available to the establishing media. Approval or disapproval of all materials submitted pursuant to this Paragraph 4 shall be at Sea World's sole discretion, and no approvals shall be deemed granted by Sea World except as contained in a writing signed by an authorized Sea World official.

In the event Sea World finds the proofs or scripts of advertising or promotional material submitted to Sea World significantly different from the proposals or prototypes approved so that they are inappropriately or untimely used, EB shall as soon as practicable after being notified to that effect by Sea World, cause the withholding or discontinuance of such material and diligently seek to effect, to the extent possible, the recall or cancellation of any advertising, promotion, or distribution already authorized or begun.

5. USE OF SEA WORLD PROPERTIES - Nothing in this Agreement shall be construed to grant EB the right to use names, photographs or depictions of Shamu or other animals, characters, or similar properties developed or created by Sea World or any of its affiliates, except as may be approved for specific instances and authorized pursuant to Paragraph 4.

6. SEA WORLD'S RIGHT TO PUBLICIZE THE CENTER AND ANIMAL DISPLAY -

Sea World shall have the right to take photographs, make motion pictures of, televise, make miniatures of, or otherwise reproduce, in any manner or through any media, the Center and Animal Display. Sea World may use, sell, or license any such picture or other reproduction of the same for any purpose, commercial or otherwise, connected with promoting, advertising, or publicizing the Park, both during the Term hereof and after the expiration or sooner termination of this Agreement. Such use may include the name "Encyclopaedia Britannica" or any variation thereof, as used at the Center or Animal Display. Such use shall be in good taste and in a manner consistent with the high standards of EB.

7. ADMISSION FEES - Sea World reserves the right to control admissions to the Park at all times and to charge admission or entrance fees for the Park in such amounts and pursuant to such conditions as Sea World may determine from time to time in its sole discretion.

8. FORCE MAJEURE, DAMAGE, DESTRUCTION OF CENTER OR ANIMAL DISPLAY -

In the event either party's performance of its obligations under this Agreement is delayed or prevented in whole or in part by acts of God, earthquake, fire, flood, storm, explosion, accident, epidemic, war, or civil disorder; strike, slow-down, work stoppage, or other labor difficulty; shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or any law, rule, regulation, order, or other action adopted or taken by any federal, state, or local governmental authority; or by any other cause not reasonably within such party's control, such party shall be discharged and released from performance to the extent such performance is so limited or prevented without liability of any kind. Nothing herein contained shall be construed as requiring either party to accede to any demands of labor or labor unions, suppliers, or other parties.

9. TERMINATION AND RENEWAL

(a) Sea World may, in addition to all other legal and equitable remedies available to it, terminate this Agreement in the event EB shall fail to pay any fee or charge as required in this Agreement or in either of the sponsorship agreements entered into by the parties with respect to the Sea World parks in Aurora, Ohio and Orlando, Florida, as and when such fee or charge shall become due and payable, if such failure shall continue for a period of thirty (30) days after its due date; and EB may terminate this Agreement in the event the California Coastal Commission formally disapproves construction of the Center in the Park.

(b) Either party may, in addition to all other legal and equitable remedies available to it, terminate this Agreement in the event the other party shall fail to perform any of the covenants, terms, or conditions hereof to be performed by such other party and such nonperformance shall continue for a period of thirty (30) days after notice thereof, or if such performance cannot be reasonably completed or performed within such thirty (30)-day period, such party in default shall not in good faith have commenced such performance within such thirty (30)-day period, or, if commenced, shall not have diligently proceeded therewith to completion.

(c) Either party may terminate this Agreement without cause, upon delivery of written notice to the other party no later than March 1st of any contract year, in accordance with Paragraph 14 hereof. Such termination shall be deemed effective as of the May 22nd immediately following delivery of such notice.

(d) Upon proper termination of this Agreement for any reason, EB shall, as owner of all movable property installed in the Center by EB, remove all such property from the Park at its own expense.

10. PAYMENTS TO SEA WORLD - As consideration for the rights granted EB as herein provided, EB shall pay to Sea World each year as an advance against commissions earned as described below, a sponsorship fee of \$65,000 (the foregoing fee being herein referred to as the "Base Fee"). The Base Fee shall be paid by EB in two equal installments each year, the first on June 1 and the second on December 1, and shall constitute the minimum annual sponsorship fee payable to Sea World. EB shall pay to Sea World commissions (to the extent such commissions exceed, in the aggregate, the Base Fee for the current contract year) according to each of the following categories: (a) a commission of 50¢ for each registration card filled out by a Sea World customer at the Park, if such card is then used by EB for any business purpose; (b) a commission of 6 percent of the retail price (less sales taxes, insurance, and freight costs) of any EB product sold to any Park customer or to any person by reason of leads obtained at the Center; and (c) a commission of \$5.00 for each sale resulting from promotions made through Shamu Saver's Card or its successor organization. For the purpose of calculating the Base Fee and commissions, amounts payable with respect to any customer, under any of the categories listed above, shall not preclude payment of commissions generated with respect to the same customer under any other applicable category.

In addition to the commissions and Base Fee described above, EB shall pay all costs relating to construction and installation of the Center, such construction fees not to exceed a total of \$15,000. Said construction fees shall be paid in three annual installments of \$5,000 each as follows: the first installment shall be due and payable on October 1, 1981; the second on June 1, 1982; and the third on June 1, 1983. EB's liability for payment of all three installments of said construction fees shall survive termination of this Agreement for any reason.

11. INDEMNIFICATION - Sea World and EB each agree to indemnify, hold harmless and defend the other, their respective parents, subsidiaries, and affiliates; and their officers, directors, agents, and employees from and against all claims (including claims of patent, copyright, or trademark infringement with respect to any product sold or offered for sale or any trademark design or character belonging to one party and used by the other party in the exercise of any rights granted by this Agreement), suits, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs of suit in relation to any of the foregoing arising directly or indirectly out of the performance of this Agreement or acts or activities pursuant hereto. The provisions of this indemnification shall survive the expiration or earlier termination of this Agreement for any reason.

12. INSURANCE - Sea World agrees to obtain and keep in force during the Term hereof an insurance policy or policies naming as coinsured parties Sea World and EB, as their respective associated entities and interests may appear, against liability for injury to persons, including guests and visitors to the Center and Animal Display, arising out of the operation of the Center and Animal Display with limits of not less than one million dollars (\$1,000,000) for public liability and property damage and shall cause to be issued to EB, on request, an appropriate certificate or certificates evidencing that such insurance is in force and will not be cancelled without thirty (30) days prior written notice to EB. EB shall likewise obtain and maintain in effect an insurance policy or policies insuring EB and Sea World and their respective associated entities against liability for which EB has agreed to indemnify Sea World.

13. MONTHLY REPORTS - EB agrees to deliver to Sea World each month a written report summarizing: (a) the number of registration cards filled out by Sea World customers and used by EB for any business purpose, and the total commission payable thereon pursuant to Subparagraph 10(a) hereof; (b) the total retail price of EB products sold to any Park customer or to any person by reason of leads obtained at the Center, and the total commission payable thereon pursuant to Subparagraph 10(b) hereof; and (c) the number of sales which have resulted from promotions made through the Shamu Saver's Card or its successor organization, and the total commission payable thereon pursuant to Subparagraph 10(c) hereof.

Sea World may, during reasonable business hours, audit the books and records of EB as they relate to information required to be contained in such monthly reports.

14. NOTICES - All notices required or permitted to be given hereunder shall be deemed given if deposited in the United States mail in a sealed envelope with postage thereon prepaid and addressed to Sea World at:

Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109
Attention: Corporate Director Institutional Programs

and to EB at:

Encyclopaedia Britannica
425 North Michigan Avenue
Seventh Floor
Chicago, IL 60611
Attention: Over the Counter Sales Department

or to such other addresses as the parties may direct in writing.

15. ENTIRE AGREEMENT - The terms and provisions contained herein constitute the entire Agreement between the parties, and no statement or inducement with respect to the subject matter hereof by either party or by any agent or representative of either party, which is not contained in or provided for in

the text of this Agreement, shall be valid or binding as between the parties. This Agreement may not be amended except by a writing signed by the parties.

The failure of either party to insist upon a strict performance of this Agreement, or any of its terms and conditions, shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms and conditions.

16. INDEPENDENT CONTRACTORS - The parties hereto agree that they are entering into this Agreement not as a joint venture, but as independent contractors, and that neither party shall be deemed an agent, employee, subsidiary, affiliate, partner, or representative of the other for any reason.

17. APPLICABLE LAW - This Agreement is to be construed in accordance with the laws of the State of California applicable to contracts wholly to be performed therein.

Executed September 28, 1981
ENCYCLOPAEDIA BRITANNICA

Executed Sept 17, 1981
SEA WORLD, INC.

By Patricia A. Wier
Its Executive Vice President

By Jim Schuyt
Its SENIOR VICE PRESIDENT

EXHIBIT "A"

DESCRIPTION OF CENTER

EXHIBIT "B"

DESCRIPTION OF ANIMAL DISPLAY

CALIFORNIA WASTE MANAGEMENT BOARD

1020 NINTH STREET, SUITE 300
SACRAMENTO, CALIFORNIA 95814



May 1, 1984

RECEIVED

MAY 07 1984

ENVIRONMENTAL QUALITY

Mr. Dennis Turner
City of San Diego
Environmental Quality Division
202 "C" Street, M.S. 5A
San Diego, CA 92102

Dear Mr. Turner:

Subject: SCH #84030708, Notice of Preparation of a Draft
Environmental Impact Report for the Sea World Master
Plan.

Thank you for the time extension granted for our response to the
NOP; we appreciated the opportunity to review the Woodward-Clyde
Site Assessment Report for Mission Bay Landfill (which you forwarded
to us) relative to the proposed Sea World project.

The NOP basically covers those areas of concern which we feel
should be addressed in the EIR relative to construction of a
parking lot over an eastern portion of the old Mission Bay
Landfill, namely methane gas generation and migration, and surface
subsidence. Specific aspects of these topics which we feel should
be addressed in the EIR include the following:

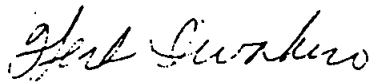
1. The actual permeability of the materials to be used in the
parking lot surface;
2. Possible changes in methane gas migration patterns resulting
from parking lot construction, including cumulative impacts
from this project plus the hotel project at the west end
of the landfill;
3. Anticipated degree of surface subsidence, and anticipated
types and frequencies of surface repair due to subsidence,
particularly to correct low areas which could result in ponding
of water, thus blocking methane release.
4. Any monitoring procedures proposed to check methane concentration
at and near the parking area over time.
5. Any safety precautions deemed necessary during construction
of the parking lot.

Please note that we offer these comments as a "Commenting Agency"
under CEQA. We would become a Responsible Agency only if

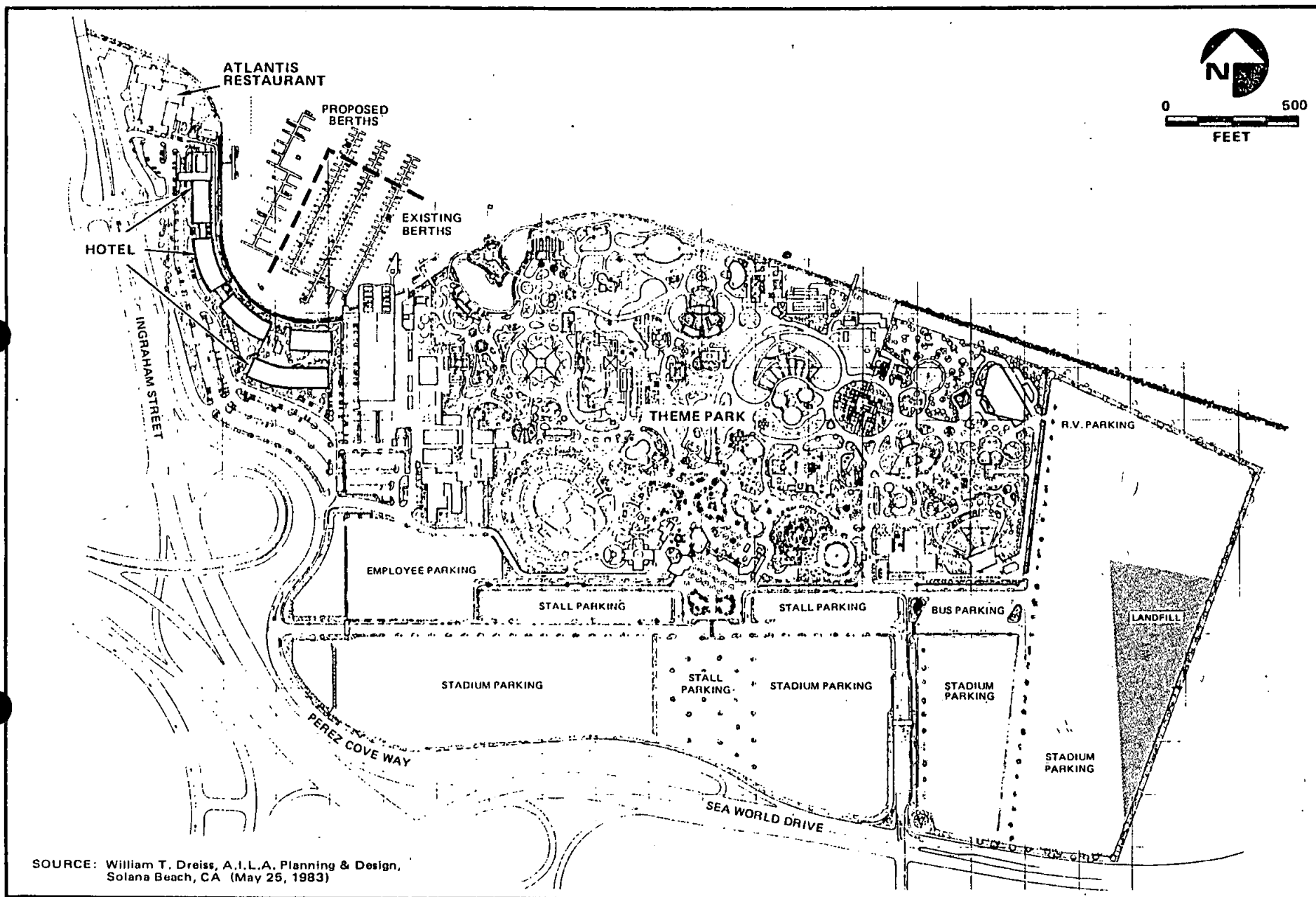
excavation of wastes were required by the project, since a Solid Waste Facilities Permit would then be required.

We appreciate this opportunity for input in the environmental review for the Sea World Master Plan, and we look forward to receiving the draft EIR when it is completed. If you have any questions regarding our comments, please contact Peggy Jenkins or Eric Maher of Board staff at (916) 322-9543. Technical questions specific to methane gas concerns can be directed to Kerry Jones of the Board's methane gas study unit at (916) 322-6372.

Sincerely,



Herb Iwahiro
Deputy Executive Officer



Approximate Landfill Boundaries on Project Site

FIGURE



WESTEC Services, Inc.



THE CITY OF

SAN DIEGO

CITY ADMINISTRATION BUILDING • 202 C STREET • SAN DIEGO, CALIF. 92101

RECEIVED
MAY 10 1984
PROPERTY DEPT.

APR 30 1984

ENVIRONMENTAL
QUALITY DIVISION
PLANNING
DEPARTMENT
236-5775

April 26, 1984

Farris Wankier, Vice President, Development
Sea World, Inc.
1720 South Shores Road
San Diego, CA 92109

Dear Mr. Wankier:

SUBJECT: EIR FOR SEA WORLD MASTER PLAN

It has come to my attention that the refurbishment of Perez Cove Marina would result in the deletion of all the marina's existing dry boat storage. The adequacy of dry boat storage in Mission Bay is an issue of long-standing concern. Both the 1978 Mission Bay Park Master Plan (p 85) and the Local Coastal Program Addendum (p 24) speak to the issue.

The EIR should examine the effects of deleting dry boat storage from Perez Cove. WESTEC Services should be directed to amend the scope of work for the draft EIR to include the issue.

If you have any questions, please contact Dennis Turner at 236-6581.

Sincerely,

Allen M. Jones, Deputy Director
City Planning Department

DT:AMJ:sjl

cc: WESTEC Services
Kent Floro

AREA TO BE MAINTAINED
BY SEA WORLD SHOWN
IN RED

INGRAHAM ST.

PERRY COVE WAY

DWG 11539-B

SEA WORLD ENTRANCE

SEA WORLD INC.

LAND 123.58 ac

WATER 9.80 ac

DOC 753346

DWG 19719-D

HIGH
FLYERS
LTD.

DOC 759240

PERRY COVE WAY

W. MISC

SEA WORLD DRIVE

SEA WORLD ENTRANCE