



Real Estate Assets Department

SDC003

TACTICAL AIR OPERATIONS
W003W-004-B00

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



18

FIRST AMENDMENT
TO
CITY OF SAN DIEGO FLAT RATE LEASE

THIS FIRST AMENDMENT (Amendment) to CITY OF SAN DIEGO AIR ADVENTURES SKYDIVING, INC. FLAT RATE LEASE, filed with the Office of the City Clerk on September 18, 2000, as Document No. RR-293833 (lease), is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation (CITY), and TACTICAL AIR OPERATIONS, INC., a California corporation (LESSEE), to be effective as of the date this Amendment is executed by the parties and approved by the City Attorney (Effective Date).

RECITALS

- A. CITY leased to LESSEE certain real property situated at Lower Otay Reservoir; the original term of the lease was ten (10) years, with three (3) potential options to extend for five (5) years each.
- B. By letter dated July 28, 2006, CITY granted LESSEE's request to exercise the first of the three (3) options to extend (the exercising of this option to extend was authorized approximately four (4) years prior to the expiration of the original lease term).
- C. LESSEE has now requested the right to exercise the second of the three (3) options to extend because an additional five (5) year period is needed to be considered in the bidding process for a Navy contract to run the Navy Parachute Course for all US Navy Seals and the Navy EOD personnel.
- D. CITY has determined that LESSEE is not in default of the lease and LESSEE has timely requested to exercise said option to extend. Accordingly, CITY agrees to allow LESSEE to exercise the lease's second option to extend, provided that LESSEE agrees (and by LESSEE's signature hereto, LESSEE accepts the same) that the original terms and conditions of the lease shall be amended to reflect certain amendments thereto, as set forth below.

AGREEMENT

NOW, THEREFORE, CITY hereby agrees to grant LESSEE's request to exercise the second and final (see the applicable amendment below) of the three (3) options to extend authorized pursuant to Section 2.2 of the lease; provided, however, that CITY's agreement hereto is subject to LESSEE's agreement to the following amendments to the lease:

1. AMENDMENT TO: Section 1.1 Premises

Section 1.1 of the lease is hereby **DELETED** in its entirety and **REPLACED** with the

following:

“1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY certain real property owned by CITY situated in the County of San Diego, State of California, as shown in Section 10.1 Exhibit A (see the applicable amendment below) attached hereto, consisting of approximately 39 acres (hereinafter referred to as the “Overall Lease Area”), and by this reference made part of this agreement. Within the Overall Lease Area, there will be an area where all Allowed Uses will be permitted, which is comprised of approximately 29 acres (hereinafter referred to as the “Active Use Area”) and an area where NO activity shall take place, which is comprised of approximately 10 acres (hereinafter referred to as the “Unauthorized Access Area”). Lessee accepts the acreages described above herein as being true for purposes of this lease. LESSEE is responsible for managing the Unauthorized Access Area to an extent that unauthorized access by employees, contractors, and patrons is prevented or discouraged; said management methods shall include, but not be limited to, the installation or repair of fences, posting of “NO TRESPASSING” signs, or other similar means that will prevent all persons from accessing the Unauthorized Access Area as delineated on the map in Section 10.1 Exhibit A. All buildings and structures in the Unauthorized Access Area shall remain vacant and unused, or may be removed by LESSEE at LESSEE’s expense. The Unauthorized Access Area shall not otherwise be used by LESSEE.

2. AMENDMENT TO: Section 1.2 Uses

Section 1.2 of the lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“1.2 Allowed Uses. It is expressly agreed that the Premises are leased to LESSEE solely and exclusively for the purposes of conducting parachute training and skydiving operations, and aircraft operations necessary for skydiving operations (“Allowed Uses”), and for no other purpose whatsoever without CITY’s prior written consent in each instance. All Allowed Uses shall be subject to the following conditions, restrictions, and requirements:

Active Use Area. The Allowed Uses are to occur solely within the Active Use Area.

Termination of Other Uses. LESSEE shall bring to an end, and permanently terminate, all uses which are not designated as “Allowed Uses” within six (6) months of the Effective Date of this Amendment. The uses that shall be terminated are all uses not specifically necessary for parachute training and skydiving operations, and include, but are not limited to, storage or operation of ultralight aircraft and gliders, storage and operation of any aircraft not needed to sustain parachute training and skydiving operations, storage of vehicles, storage of

equipment not needed to sustain parachute training and skydiving operations, overnight activities, and any training or activities not specifically involving parachuting. LESSEE is solely responsible, and CITY shall have no responsibility, to terminate all such non-allowed uses within the herein stated time period.

Retrieval of Parachutists off the Premises. LESSEE agrees that parachute training and skydiving operations shall occur only within the Active Use Area. In the event that a parachutist accidentally lands outside the Active Use Area, LESSEE or its operators shall use only the "designated travel routes," as shown on the map in Section 10.2 Exhibit B, to access or cross the Unauthorized Access Area and/or other CITY-owned lands for the retrieval of any such parachutists.

Structures within the Unauthorized Access Area. All buildings and structures located within the Unauthorized Access Area, shown on the map in Section 10.1 Exhibit A, shall remain vacant and unused, or may be removed by LESSEE at LESSEE's expense. Other than to remove said buildings and/or structures or to access the well, the Unauthorized Access Area shall not be used by LESSEE. LESSEE may only access the well to switch it on or off by walking. If the well is in need of maintenance and can only be accessed by a vehicle, LESSEE will notify City in writing and City will grant access on a case-by-case basis. LESSEE shall be responsible for preventing access to the Unauthorized Access Area by its employees, contractors, and patrons."

3. AMENDMENTS TO: Section 2.1 Commencement, and Section 2.2 Option to Extend

Section 2.1 and Section 2.2 of the lease are hereby **DELETED** in their entirety and **REPLACED** with the following:

"2.1 Commencement. The term of this lease shall be twenty (20) years, commencing on October 1, 2000. "Lease Year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following execution of this lease by the City Manager. Unless terminated early, this lease shall terminate on September 30, 2020. Under no circumstances will this lease be extended, nor shall LESSEE's use of the Premises continue, beyond September 30, 2020.

Notwithstanding the foregoing, the granting of the final five (5) years of the term (the time period from October 1, 2015, to September 30, 2020), or any portion thereof, shall be contingent upon LESSEE securing a contract, prior to October 1, 2015, with the U.S. Department of Defense (USDOD) for parachute training of U.S. military personnel. LESSEE will demonstrate that such a contract has been secured by providing to CITY a copy of the valid, executed contract between LESSEE and USDOD. Should LESSEE: (1) fail to secure a contract with

USDOD, this lease shall terminate for all purposes on September 30, 2015, and LESSEE shall vacate the property on or before September 30, 2015, as provided in Section 2.5 Surrender of Premises; or (2) if a contract is secured with a term for less than five (5) years (i.e., the termination date is before September 30, 2020), this lease shall terminate for all purposes conterminously with the termination date on the contract between LESSEE and USDOD , and LESSEE shall then vacate the property on or before that contractual termination date, as provided in Section 2.5 Surrender of Premises.”

“2.2 RESERVED.”

4. AMENDMENT TO: Section 3.2 Rent

Section 3.2 of the lease is hereby amended to **ADD** the following paragraph, as a new, second paragraph, at the end of subsection “**a. Rent Amount.**”:

“LESSEE agrees that upon commencement of the final five (5) years of the term (from October 1, 2015, through September 30, 2020), the initial rent for said time period shall initially be adjusted upward to Sixty-seven Thousand Nine Hundred Dollars (\$67,900.00) if paid annually (the annual rent was calculated by multiplying the approximately 29 acres of usable land (the Active Use Area) by \$35K per acre/per month, multiplying that amount by ten percent (10%) and then subtracting Thirty-Three Thousand Six Hundred Dollars (\$33,600), which is a negotiated amount meant to compensate LESSEE for lost rent due to factors involved with this Amendment), or Five Thousand Six Hundred Fifty Eight Dollars and Thirty Three Cents (\$5,658.33) if paid monthly. The herein described initial rent shall be adjusted upward by three percent (3%) on each anniversary of each subsequent Lease Year. The following rent schedule for said time period is provided as an illustration only; any miscalculation below shall be disregarded and the correct amount paid:

10/01/15 – 09/30/16:	\$5,658.33/ mo.
10/01/16 – 09/30/17:	\$5,828.08 / mo.
10/01/17 – 09/30/18:	\$6,002.92 / mo.
10/01/18– 09/30/19:	\$6,183.01 / mo.
10/01/19 – 09/30/20:	\$6,368.50 / mo.”

5. AMENDMENT TO: Section 4.3 Assignment and Subletting

Section 4.3 of the lease is hereby **DELETED** in its entirety and **REPLACED** with the following:

“4.3 Assignment and Subletting. LESSEE shall not assign, sublease, or otherwise in any manner transfer this lease or any interest therein, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the Premises or any part thereof.”

6. AMENDMENT TO: Section 6.5 Improvements/Alterations

Section 6.5 of the Lease is hereby amended to **ADD** the following paragraph, as a new, second paragraph:

“Notwithstanding provisions set forth in Section 1.2, Section 6.10 or elsewhere in the lease to the contrary, upon the expiration or earlier termination of this lease, LESSEE shall, at LESSEE’s sole expense, remove all structures, buildings, or other improvements located within the Premises, except that CITY may, at its discretion, direct that certain structures, buildings, or improvements shall remain and become property of CITY at no expense to CITY. More specifically, if this lease is in effect through its full potential term of September 30, 2020, LESSEE shall remove all structures, buildings, or other improvements by no later than December 31, 2020, unless instructed otherwise by CITY; and if this lease terminates early, LESSEE shall remove all structures, buildings, or other improvements within six months of said termination date, or by September 30, 2020, whichever is earlier, unless instructed otherwise by CITY.”

7. AMENDMENTS TO: SECTION 8: SPECIAL PROVISIONS

Section 8.1 of the lease is hereby amended to **ADD** the following paragraphs, as new paragraphs, meant to follow the existing one paragraph in said section:

“LESSEE agrees that as an additional condition for CITY granting the last five (5) years of the term (October 1, 2015, through September 30, 2020), LESSEE shall update the RMP to meet changed circumstances, and the updated RMP shall be submitted to CITY within ninety (90) days of the Effective Date of this Amendment. CITY shall review and notify LESSEE of CITY’s decision to approve or not approve the updated RMP within ten (10) business days of receipt from LESSEE. If CITY does not approve the updated RMP, CITY shall inform LESSEE of CITY’s concerns thereto and LESSEE shall be given ten (10) extra business days (or other time period mutually agreed upon between CITY and LESSEE) from receipt thereof to satisfy the CITY’s stated concerns. CITY’s ultimate approval of an updated RMP shall be within the CITY’s sole

discretion, and shall in no case be granted if an updated RMP is not approved within one hundred sixty (160) days of the Effective Date of this Amendment. Notwithstanding the foregoing, the CITY shall not unduly withhold its approval of an updated RMP. **LESSEE's failure to timely submit a CITY-approved updated RMP, or LESSEE's failure to subsequently comply with any provision of a CITY-approved updated RMP, shall be considered a material breach of this lease and shall, at CITY's sole discretion, entitle CITY to immediately terminate this lease with no liability to CITY.** The updated RMP shall, at a minimum, address the following:

1. Aircraft fueling, hydraulic fluids, and lubricants

Aircraft fuel, hydraulic fluids, and lubricants will be stored in an above ground tank(s) with full spill containment. The containment surrounding each tank must be large enough to hold the full volume of the tank.

Aircraft are to be refueled or serviced only in a designated, impervious, contoured, paved pad of sufficient area and volume to contain fuel spilled during refueling operations.

LESSEE shall submit to CITY plans and specifications storage tank(s), containment, and fueling pad with the updated RMP. Within three months of approval by the CITY, LESSEE shall construct, at LESSEE's sole expense, the storage tank(s), containment, and fueling pad.

Fuel spill response procedures and equipment, including materials for absorbing and containing spilled fuel, are to be kept current. Fuel spill response procedures and equipment shall be detailed in the updated RMP.

2. Vegetation managed for aircraft operations

It is understood that some tall trees may need to be trimmed to provide clearance for aircraft operations; this will be done to only to the minimum extent mandated by the FAA. LESSEE shall submit to CITY a map showing the area(s) where trees must be trimmed, with maximum allowed heights. LESSEE shall submit to CITY, with the updated RMP, plans and specifications for managing trees, to be approved by the CITY. Access to trim trees will be by foot only [no vehicles].

3. Human wastes and toilets

The Premises is not served by any sort of sewer system. There is no connection to sewer available.

No on-site treatment or disposal of wastewater, human wastes, food wastes, or sewage shall be allowed. All such wastes will be contained in

tank(s), with the contents regularly pumped out and hauled to disposal into the municipal wastewater system. Toilets and wastewater holding tanks will be above ground, with full secondary containment. LESSEE shall submit to CITY, with the updated RMP, plans and specifications for managing wastewater and human wastes, to be approved by CITY.”

SECTION 8 is further amended to **ADD** the following section, as a new section, following Section 8.6:

“8.7 Flooding and Inundation. LESSEE acknowledges that portions of the Premises are below the high water line of Lower Otay Reservoir, and that much of the Premises is subject to flooding by way of inundation by the reservoir or from high flows from the adjacent stream. LESSEE acknowledges that normal reservoir operations may inundate the Premises. LESSEE agrees that CITY shall not be held responsible for any flooding or flood damage on or to the Premises, and shall hold CITY harmless for any costs, expenses, damages and/or injuries of any kind suffered by LESSEE or any of LESSEE’s employees, contractors, patrons or others associated with LESSEE therefrom. LESSEE shall not take any actions to alter the topography or watercourses to limit flooding or flood damage.”

8. AMENDMENTS TO: SECTION 10: EXHIBITS

Section 10.1 and 10.2 of the lease are hereby **DELETED** in their entirety and **REPLACED** with the following:

“10.1 Exhibit A.

A map of the leasehold delineating the Overall Lease Area, the Active Use Area and the Unauthorized Access Area,, is attached hereto as Exhibit A and incorporated into this lease by this reference.”

“10.2 Exhibit B.”

A map delineating the Designated Travel Routes for the Retrieval of Parachutists is attached hereto as Exhibit B and incorporated into this lease by this reference.”

This Amendment represents the desires of CITY and LESSEE to amend, modify and update the terms and conditions of the lease. All other terms and conditions of the lease that have not been amended, modified and/or updated pursuant to this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by CITY, acting by and through its Mayor, or his designee, and by LESSEE, acting by and through its lawfully authorized officer.

Date: 5/22/15

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]
Cybele Thompson
Director, Real Estate Assets Department

Date: 17 April 15

TACTICAL AIR OPERATIONS, INC., a
California corporation

BY: [Signature]
Name: Alvin Fink
Title: President

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is: Categorically exempt from CEQA per
Section 15301 (Existing Facilities).

Date: 5/22/15

BY: [Signature]
Name: Mym Herrmann
Title: Senior Planner

Approved as to form this 22nd day
of May, 2015.

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Debra J. Bevier
Deputy City Attorney

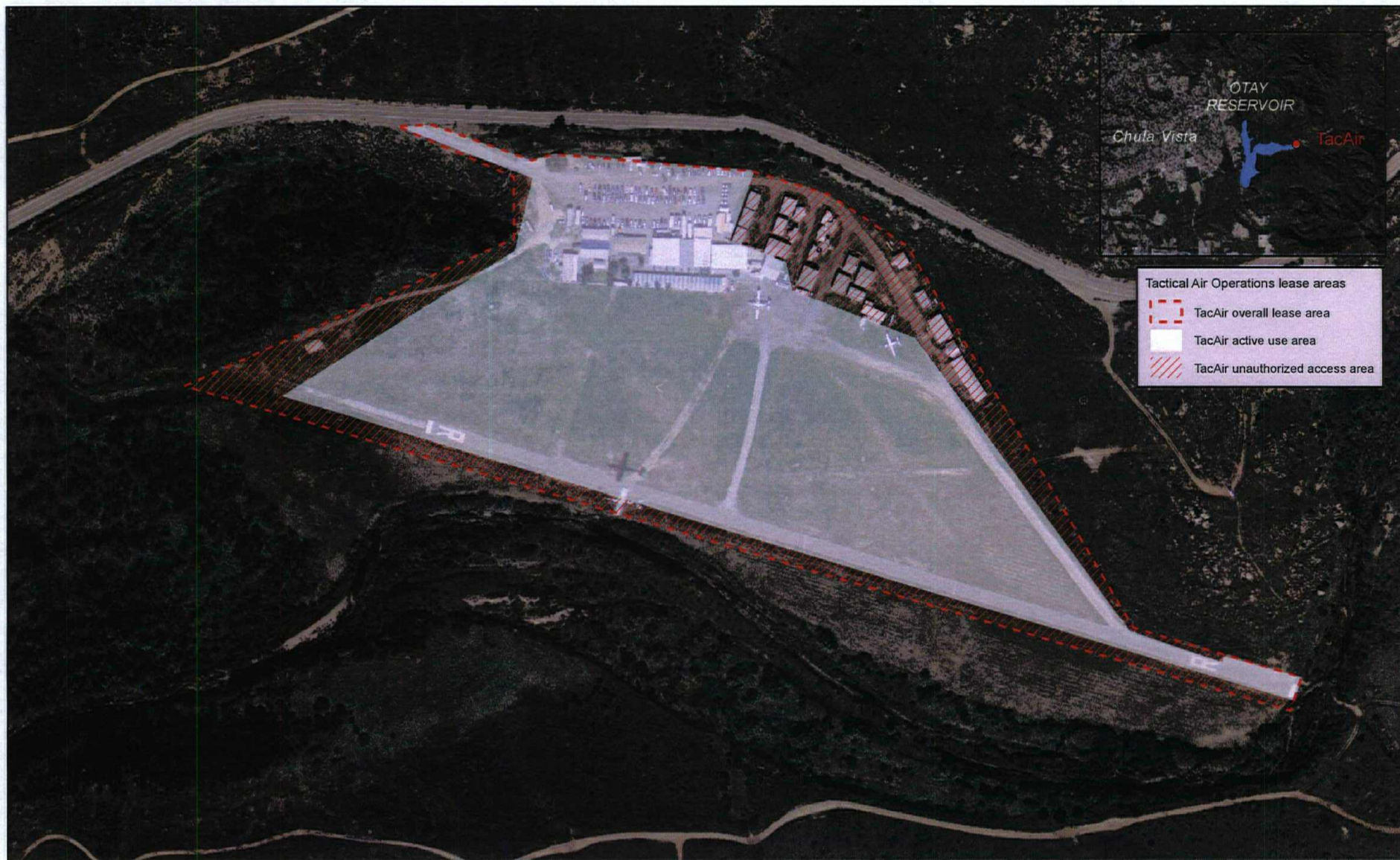


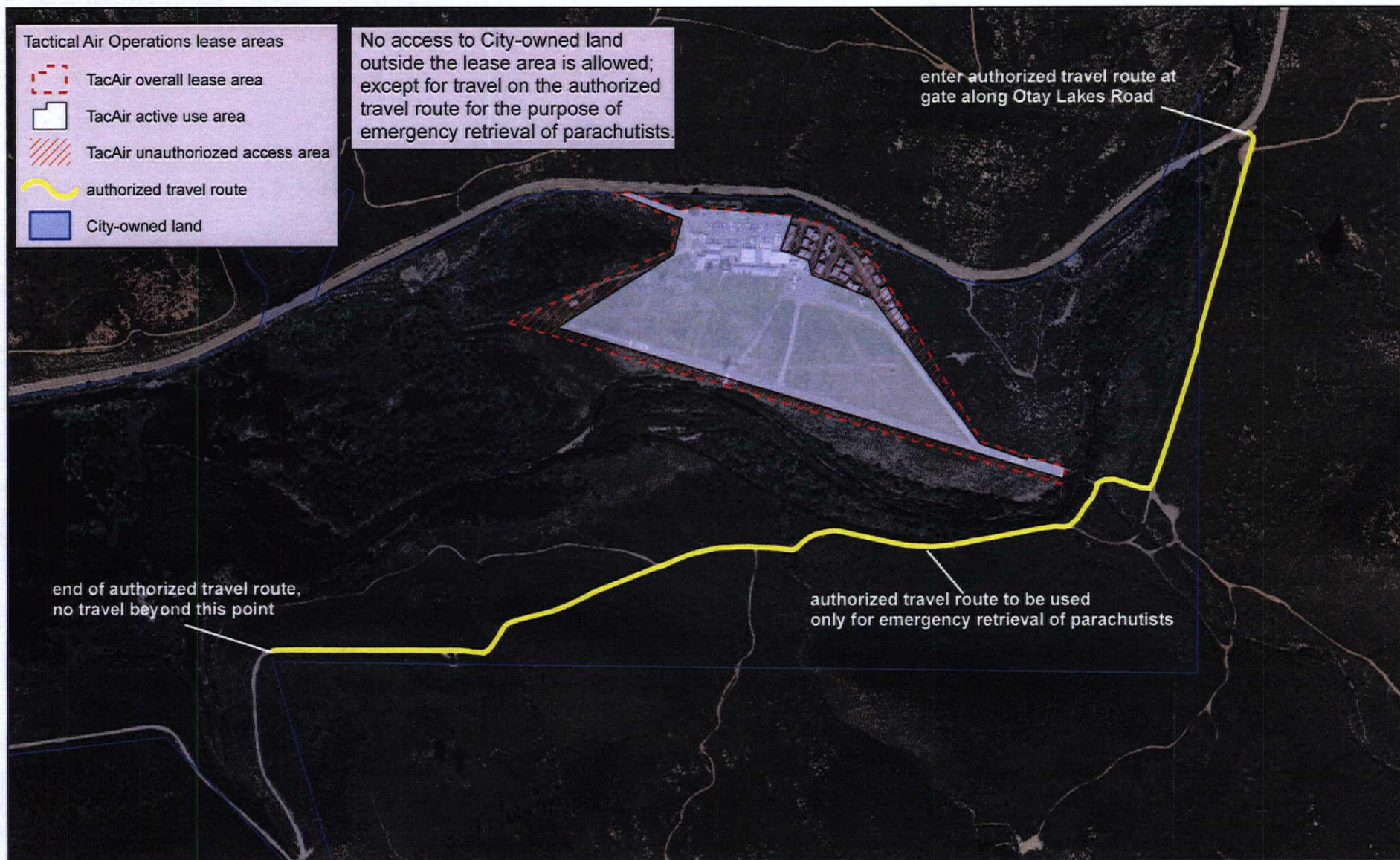
Exhibit A, Tactical Air Operations lease areas, 2015



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prepared by:
City of San Diego Public Utilities Department
Watershed and Resource Protection Team



**SECOND AMENDMENT
TO
CITY OF SAN DIEGO FLAT RATE LEASE**

THIS SECOND AMENDMENT (Second Amendment) to CITY OF SAN DIEGO AIR ADVENTURES SKYDIVING, INC. FLAT RATE LEASE, filed with the Office of the City Clerk on September 18, 2000, as Document No. RR-293833 (lease), is made and entered into by and between the CITY OF SAN DIEGO, a California municipal corporation (CITY), and TACTICAL AIR OPERATIONS, INC., a California corporation (LESSEE), to be effective as of the date this Second Amendment is executed by the parties and approved by the City Attorney (Effective Date).

RECITALS

- A. LESSEE has requested that the "Allowed Uses" for the lease be expanded to include "ultralight aircraft operations".
- B. CITY agrees to amend the lease to add "ultralight aircraft operations" as an Allowed Use contingent upon LESSEE's agreement to the terms and conditions of this Second Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following.

1. AMENDMENT TO: Section 1.2 Uses

The first through third paragraphs, only, of Section 1.2 of the lease are hereby **DELETED** in their entirety and **REPLACED** with the following. Notwithstanding the fact that the third paragraph of Section 1.2 is replaced with the below revised third paragraph, the purpose of this replacement is merely to add "ultralight aircraft operations" to said paragraph, NOT to restart the six (6) month time period for the termination of the therein stated prohibited activities. Other than the added allowance of "ultralight aircraft operations" to the lease's Allowed Uses, all other activities that were required to be terminated within six (6) months of the Effective Date of the First Amendment, shall be subject to that prior specific timing requirement.

- "1.2 Allowed Uses. It is expressly agreed that the Premises are leased to LESSEE solely and exclusively for the purposes of conducting parachute training, skydiving operations, and aircraft operations necessary for skydiving operations and ultralight aircraft operations ("Allowed Uses"), and for no other purpose whatsoever without CITY's prior written consent in each instance. All Allowed Uses shall be subject to the following conditions, restrictions, and requirements:

Active Use Area. The Allowed Uses are to occur solely within the Active Use Area.

Termination of Other Uses. LESSEE shall bring to an end, and permanently terminate, all uses which are not designated as "Allowed Uses"; the termination of all uses not designated as Allowed Uses is required to be accomplished within six (6) months of May 22, 2015 (the Effective Date of the First Amendment to this lease). The uses that shall be terminated are all uses not specifically necessary for parachute training, skydiving operations, and ultralight aircraft operations; these uses include, but are not limited to: storage and operation of any aircraft not needed to sustain parachute training and skydiving operations; storage of vehicles; storage of equipment not needed to sustain parachute training, skydiving operations, and ultralight aircraft operations; overnight activities; and any and all other training or activities not specifically involving parachuting, skydiving and ultralight aircraft operations. LESSEE is solely responsible, and CITY shall have no responsibility, to terminate all such non-allowed uses within the herein-stated time period."

The remainder of Section 1.2 will remain as otherwise stated in the lease.

2. AMENDMENT TO: Section 3.2 Rent

Section 3.2 of the lease is hereby amended to **DELETE**, in its entirety, the second paragraph of said section (said second paragraph follows the paragraph titled "a. Rent Amount." and was added pursuant to the First Amendment to the lease) and **REPLACE** it with the following:

"LESSEE agrees that upon commencement of the final five (5) years of the term (from October 1, 2015, through September 30, 2020), the initial rent for said time period shall initially be adjusted upward to One Hundred One Thousand Five Hundred Dollars (\$101,500.00) if paid annually (the annual rent was calculated by multiplying the approximately 29 acres of usable land (the Active Use Area) by \$35K per acre/per month, multiplying that amount by ten percent (10%), or Eight Thousand Four Hundred Fifty Eight Dollars and Thirty Three Cents (\$8,458.33) if paid monthly. The herein described initial rent shall be adjusted upward by three percent (3%) on each anniversary of each subsequent Lease Year. The following rent schedule for said time period is provided as an illustration only; any miscalculation below shall be disregarded and the correct amount paid:

10/01/15 – 09/30/16: \$8,458.33/ mo.

10/01/16 – 09/30/17: \$8,712.00 / mo.

10/01/17 – 09/30/18: \$8,973.45 / mo.

10/01/18– 09/30/19: \$9,242.65 / mo.

10/01/19 – 09/30/20: \$9,519.93 / mo.”

4. AMENDMENT TO: SECTION 10: EXHIBITS

Section 10.1 of the lease is hereby **DELETED** in its entirety and **REPLACED** with the following (the new Exhibit A is attached to this Second Amendment and incorporated into the lease by this reference):

“10.1 Exhibit A.

A map of the leasehold delineating the Overall Lease Area, the Active Use Area and the Unauthorized Access Area, is attached hereto as Exhibit A and incorporated into this lease by this reference.”

This Second Amendment represents the desires of CITY and LESSEE to amend, modify and update the terms and conditions of the lease. All other terms and conditions of the lease that have not been amended, modified and/or updated pursuant to this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment is executed by CITY, acting by and through its Mayor, or his designee, and by LESSEE, acting by and through its lawfully authorized officer.

Date: 4/5/16

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: [Signature]
Cybele Thompson
Director, Real Estate Assets Department

Date: 24 Feb 16

TACTICAL AIR OPERATIONS, INC., a
California corporation

BY: [Signature]
Name: Alan Fink
Title: Pres.

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is: determined to be exempt from CEQA pursuant
to CEQA Section 15301 (Existing Facilities).

Date: 5/5/16

BY: [Signature]
Name: Myra Hegmann
Title: Senior Planner

Approved as to form this 5th day
of May, 2016.

JAN I. GOLDSMITH, City Attorney

BY: [Signature]
Debra J. Bevier
Deputy City Attorney

Exhibit A

[Exhibit A is a map of the leasehold which follows this coversheet.]



- Tactical Air Operations lease areas**
- TacAir overall lease area
 - TacAir active user area amend 2
 - TacAir unauthorized access area amend 2



0 530 Feet
1 inch = 200 feet

GIS Source: SanGIS

Exhibit A, Tactical Air Operations lease area amendment 2, 2016

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prepared by:
City of San Diego Public Utilities Department
Watershed and Resource Protection Team



Date of Notice: April 20, 2016

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Second Amendment to City of San Diego Flat Rate Lease – Tactical Air Operations, Inc.

COMMUNITY PLAN AREA: Outside of City Jurisdictional Boundaries

COUNCIL DISTRICT: N/A

LOCATION: City-owned real property situated at Lower Otay Reservoir, San Diego, California. The Lease area consists of approximately 39 acres which includes an area where all Allowed Uses will be permitted (approximately 29 acres - referred to as the "Active Use Area") and a 10-acre area where NO activity shall take place.

PROJECT DESCRIPTION: **Second Amendment to a City of San Diego Flat Rate Lease** has been requested by Tactical Air Operations, Inc., to expand "Allowed Uses" for the lease to include "ultralight aircraft operations". The premises of the lease area will be used solely and exclusively for the purposes of conducting parachute training, skydiving operations, and aircraft operations necessary for skydiving operations and ultralight aircraft operations ("Allowed Uses"), and for no other purpose whatsoever without CITY's prior written consent in each instance. All Allowed Uses shall be subject to terms and conditions further detailed in the Lease Second Amendment.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego Mayor-Appointed Designee

ENVIRONMENTAL DETERMINATION: CEQA Exemption Section 15301- Existing Facilities

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code. This permit will allow use of a limited area within an existing facility where no environmental impacts would result.

PROJECT MANAGER: Roswitha Sanchez, Supervising Property Agent
Real Estate Assets Department
MAILING ADDRESS: 1200 Third Avenue, Suite 1700
San Diego, CA 92101
PHONE NUMBER: (619) 236-6721

On April 20, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**May 4, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD

POSTED: 4/20/16

REMOVED: 5/5/2016

POSTED: M. Hermann