Real Estate Assets Department
SDC003

SDG&E

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LEGAL DOCUMENTS

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ASSIGNMENTS

25

MAY 3, 2024

CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT

THIS CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SAN DIEGO GAS & ELECTRIC COMPANY, including its employees, agents, consultants and subcontractors ("PERMITTEE"), to be effective as of MAY 3, 2021 (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

A. CITY is the owner of certain real property located on a private portion of **Pershing Drive,** San Diego, California, APN 534-450-08-00 (the "Property"), and commonly known as **Balboa Park**, a City-owned regional public park, and more particularly described on **Exhibit A**: Property, attached hereto.

B. PERMITTEE, under the authority of its regulator, the California Public Utilities Commission ("CPUC"), operates Tariff Rule 20A ("20A"), pursuant to which PERMITTEE assigns work credits to municipalities in PERMITTEE's service territory to pay for the undergrounding of overhead electrical equipment in certain areas, including in civic and public recreational areas, such as Balboa Park.

C. The San Diego City Council ("City Council") adopted Resolution No. R-312243 on March 7, 2019, which established underground utility districts financed primarily through SDG&E Annual Allocation Funds (Rule 20A – Case 8209) and authorized the undergrounding of certain of PERMITTEE's existing overhead electric facilities along Pershing Drive and Redwood Street within the Property, where the San Diego Association of Governments ("SANDAG") is also planning to construct a bikeway ("Bikeway Project") that will conflict with PERMITTEE's existing facilities.

D. As part of the approvals for any 20A project, Rule 20 requires PERMITTEE to receive satisfactory rights of way or easements that permit the placement of and adequately protect PERMITTEE's underground facilities ("Easement").

E. CITY and PERMITTEE are negotiating the terms of the Easement, and an appraisal is required to complete the Easement, which will take several weeks to complete.

F. PERMITTEE and CITY would like PERMITTEE to promptly begin the work, which will include digging a joint trench , installing conduit, pulling cables through the conduit, and then removing the overhead facilities from the Property (collectively, the "Work") within an approximately 62,232 square foot area of the Property.

G. PERMITTEE has requested to use an approximately 2,500 square foot area of the Property for staging in connection with the Work (the "Staging Area"), which shall include (a) storing materials and containers for materials; (b) parking of construction vehicles overnight; and (c) parking of employee vehicles during the day (collectively, the "Staging").

H. PERMITTEE will use a total of approximately 64,732 square foot area of the Property to conduct the Work and the Staging, as more particularly depicted on **Exhibit B**, consisting of two (2) sheets, attached hereto and made a part hereof (the "Permit Area").

I. On March 5, 2019, the City Council approved the Mitigated Negative Declaration for the FY 2016 Allocation Undergrounding Utility Districts project, attached hereto as **Exhibit C**, which includes a Mitigation and Monitoring Reporting Program ("MMRP") that must be implemented for all construction activities within the Permit Area.

J. Under the terms and conditions of this Permit, CITY will grant PERMITTEE a right of entry to the Property necessary to perform the Work.

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

1. Right to Enter. Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, consultants, and contractors to enter upon the Property to access the Permit Area to conduct the Work.

2. Revocable License. This Permit is not a lease. It is a license to access the Permit Area for the purposes stated herein, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit. CITY may at all times enter upon the Permit Area; provided, it is safe to enter the construction area and CITY is accompanied by a representative of PERMITTEE.

3. Term. The term of this Permit ("Term") shall commence on MAY 3, 2021 and shall expire three (3) years from the Effective Date, or upon such date the Easement is recorded with the San Diego County Recorder's Office, whichever occurs earlier. Under no circumstances will PERMITTEE use the Permit Area for Work on Memorial Day (May 29 - May 31).

4. Use of Permit Area. PERMITTEE may use the Permit Area on a non-exclusive basis during the Term for the sole purpose of conducting the Work and the Staging (the Work and the Staging shall be collectively referred to hereinafter as the "Permitted Use" or the "Project") in compliance with the terms, conditions and mitigations of the MMRP. Prior to the Effective Date of this Permit, PERMITTEE shall provide the CITY with a written description of the Project, including the name of the company(ies) who will be performing work on the Project within the Permit Area, attached hereto as **Exhibit D** (the "Project Description").

5. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties it is aware of as may be necessary to allow its use of the Permit Area for the Permitted Use, relative to any

such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest. Failure to comply with any superior interest not of record and unknown to PERMITTEE, shall not be a breach of this Permit; provided, PERMITTEE promptly takes such action to remove any inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

6. Permit Fee. PERMITTEE, or its designee, shall pay CITY a one-time, non-refundable permit processing fee of Nine Hundred Eighty Dollars ($980.00), payable upon full execution of this Permit and delivered to the Real Estate Assets Department at Civic Center Plaza, 1200 Third Avenue, Suite 1700, San Diego, CA 92101. Payment should be made payable to the City Treasurer.

7. Restoration of the Permit Area. Upon the expiration or termination of this Permit, to the extent that any portion of the Permit Area is not covered by the Easement, PERMITTEE shall promptly remove all facilities installed under this Permit and restore, subject to the reasonable satisfaction of CITY, any disturbed areas within the Permit Area not included in the Easement to the same condition as existed immediately prior to the Term's commencement, at PERMITTEE's sole cost and expense.

8. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego or his designee ("Mayor"), unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.

9. Unauthorized Activities. PERMITTEE shall not engage in any activity on CITY-owned property other than the Permitted Use, except where PERMITTEE is acting under separate rights for such activities. Any work done that was not previously approved in writing by the CITY or otherwise authorized by this Permit, shall subject PERMITTEE to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Property and the Permit Area shall be returned to the condition required in Section 7 above, subject to the sole, but reasonable discretion/satisfaction of the CITY.

10. Improvements/Alterations. Except as permitted hereunder, PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

11. Insurance.

11.1 PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE's

liabilities under this Permit, including without limitation PERMITTEE's indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE's maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and blanket additional insured endorsements for:

(a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form* or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, including death, and property damage with limits of Five Million Dollars ($5,000,000) per occurrence and general aggregate of Five Million Dollars ($5,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

(b) Commercial Automobile Liability Insurance, providing coverage for all owned, non-owned and hired vehicles operated in performing any and all work pursuant to this Permit on an *ISO form* or an equivalent form providing coverage at least as broad for a combined single limit of One Million Dollars ($1,000,000) per occurrence each accident for bodily injury and property damage.

(c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE's employees who are subject to this Permit, with employers' liability coverage with a limit of One Million Dollars ($1,000,000) each accident/disease/policy limit, including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.

(d) Intentionally omitted.

(e) Self-Insurance. PERMITTEE shall have the right to self-insure any or all risks and liabilities required under this agreement and, upon request, shall provide to CITY a letter of self-insurance as evidence of such coverage in lieu of certificates of insurance.

11.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an additional insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations

performed by PERMITTEE; (b) PERMITTEE's products; (c) PERMITTEE's work, including without limitation PERMITTEE's completed operations performed by PERMITTEE; or (d) the Premises.

11.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego as respects operations of the named insured. Any insurance maintained by The City of San Diego shall be in excess of PERMITTEE's insurance and shall not contribute to it.

11.1.3 Severability of Interest. Each policy shall provide that PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is bought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

11.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

11.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE.

11.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately obtain replacement insurance as soon as possible.

11.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion and upon prior written notice to, review and approval by PERMITTEE, may require the revision of amounts and coverage required under this Permit. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements,

changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.

11.1.8 Accident Reports. PERMITTEE shall as soon as practicable, report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Allowed Uses. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

12. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, agents, contractors, invitees and guests, to the extent arising out of PERMITTEE's Permitted Use of the Permit Area, including damages arising out of release of Hazardous Substances (as defined in Section 22.2) caused by the Permitted Use or Project as set forth in Section 22.5, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any liability to the extent arising from the active negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. CITY may, at its election, choose to conduct its own defense, participate in its own defense or, in the event of a conflict with PERMITTEE, obtain independent legal counsel in defense of any claim related to this indemnification.

13. No Discrimination. PERMITTEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender expression, gender identity, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

14. PERMITTEE's Risk. Except as expressly provided for herein. PERMITTEE shall bear all risks and liability arising out of the Permitted Use and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

15. Nuisance and Noise Disturbances. PERMITTEE shall not use the Permit Area in any manner that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).

16. No Assignment. PERMITTEE shall not assign any rights granted by this Permit nor any interest therein without the prior written approval of the CITY. Approval of any such proposed assignment may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this Permit.

17. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the Permit Area except as may be required by law without CITY's prior written consent. If any such unauthorized item is placed on the Permit Area, by PERMITTEE, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost.

18. Security and Safety of Permit Area. PERMITTEE shall bear sole responsibility for the security and safety of any portions of the Permit Area affected by the Permitted Use during such use. PERMITTEE shall be responsible for the cleanup and securing of any areas of the Permit Area disturbed by PERMITTEE, as appropriate, immediately following each day's work to ensure security and safety. PERMITTEE shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at PERMITTEE's sole cost and expense, with respect to maintaining the Permit Area in a safe and secure manner during the Term in connection with the Permitted Use. CITY has no obligation to provide oversight of the Project or staffing or resources for the maintenance of the Permit Area during the Term.

19. Encumbrances. PERMITTEE shall keep the Permit Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or the Permitted Use. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation reasonable attorney fees and costs, relating to or charged against the Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof. The filing of an encumbrance or lien by a third party shall not be a default of this Permit, provided that PERMITTEE takes steps to remove the encumbrance or lien within five (5) business days' notice of such encumbrance or lien, and diligently pursues such removal and cure to completion.

20. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to the Permitted Use.

21. Permits and Approvals. PERMITTEE, or its designee, shall pay expense, shall obtain all required permits, licenses, and approvals from the applicable local, state, and federal authorities, including without limitation from CITY.

22. Hazardous Substances. PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance (defined below) or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations in the Permit Area, obtain all

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

22.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance, but shall not include gradual or continued migration of a pre-existing Hazardous Substance.

22.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

22.3 Remediation. If PERMITTEE's use, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's reasonable satisfaction to the extent as required by applicable laws, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

22.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all such Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the Hazardous Substances, wastes or other containers, equipment or devices from the Permit Area by PERMITTEE. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device brought onto the Property by PERMITTEE and requiring disposal or removal as required by this provision.

22.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's use or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs

of any health assessments or health effect studies. For the avoidance of doubt, PERMITTEE's obligations shall not extend to or include claims to the extent resulting solely from the mere presence or mere discovery of any Hazardous Substance that existed in, on or underneath the Permit Area prior to the Effective Date of this Permit ("Existing Contamination").

22.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within five (5) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

22.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's use or restoration of the Permit Area in connection with the Permitted Use, resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's use, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect the same re-use that would have been permissible before this Permit and the Permitted Use, to the extent as required by applicable laws and in compliance with those laws, statutes, ordinances and regulations, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole and reasonable discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that the re-use described above of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

23. Repair. PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Property caused by PERMITTEE or by

PERMITTEE's Work on the Project, including items that CITY staff has reasonably determined to be damaged by PERMITTEE. PERMITTEE shall comply with the reasonable direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

24. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact prior to the commencement of the Project.

25. Water Quality - Best Management Practices. The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Permit Area in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code Section 43.0301 to 43.0312) (the "Ordinance").

Therefore, PERMITTEE shall, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code Section 43.0307(a).

It is ultimately the PERMITTEE's responsibility to prevent pollutant discharges to the storm drain system in violation of the Ordinance. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system in violation of the Ordinance.

26. Grading and Barriers. PERMITTEE shall not change the surface grade or construct any permanent barriers within the Permit Area. Any violations shall be corrected by PERMITTEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this Permit.

27. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Permit or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.

28. Acceptance of Permit Area. PERMITTEE represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Project, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at

any time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property arising solely from any defects in the Permit Area or any improvements thereon.

29. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.

30. Termination. Either CITY or PERMITTEE may terminate this Permit at any time and for any reason upon ninety (90) days written notice to the other party.

31. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

32. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.

33. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this Permit and the Permitted Use. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.

34. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY (referred to herein as the "CITY Contact") or PERMITTEE, respectively, as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101

SAN DIEGO GAS & ELECTRIC COMPANY
ATTN: Land Management Supervisor, Land Services
8690 Balboa Ave. Suite 101, CPA01
San Diego, CA 92123

35. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission or agency with regard to any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

36. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY upon request with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

37. Exhibits and Recitals Incorporated. All exhibits referenced in this Permit and all recitals included in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit or recital to this Permit, the terms, conditions, and obligations of this Permit shall control.

38. Easement. PERMITTEE is undertaking the Work, and CITY is granting PERMITTEE the right to enter upon the Property to access the Permit Area to conduct such Work, in reliance upon the parties' agreement and commitment to negotiate in good faith regarding the terms of an Easement for the long-term operation, maintenance, repair and use of the Permit Area for PERMITTEE's underground facilities which solely serve the CITY and its tenants. CITY and PERMITTEE agree that but for the parties' commitment to negotiate in good faith regarding the terms of the Easement, PERMITTEE would not install the underground facilities under this Permit, and CITY would not grant PERMITTEE the right to enter upon the Property to access the Permit Area to conduct the Work. Therefore, the parties hereby agree that this mutually negotiated Permit shall have no bearing or set any precedent for any current or future agreement, permit, license, easement or other document as between the parties. However, if the parties after negotiating in good faith, are unable to reach a mutually acceptable agreement as to the terms and conditions of the Easement, the execution of this Permit shall not require either party to enter into the Easement. The parties acknowledge that the Easement may require the City Council's approval and authorization, which may or may not be granted in the City Council's sole discretion.

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

Date: May 3, 2021

THE CITY OF SAN DIEGO, a California municipal corporation

By: _____
Name: Penny Maus
Title: Director, Real Estate Assets

Date: APRIL 29, 2021

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Name: Colleen Fino

Title: Land Management Supervisor

APPROVED AS TO FORM:
MARA W. ELLIOTT, City Attorney

Date: April 30, 2021 By: _____
Name: Julie Gough Inman, Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
ELECTRICAL EASEMENT

A PORTION OF PUEBLO LOT 1129 OF THE PUEBLO LANDS OF SAN DIEGO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY JAMES PASCOE IN 1870, A COPY OF WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, NOVEMBER 14, 1921, AS MISCELLANEOUS MAP NO. 36, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 'A'

BEGINNING AT THE NORTHEAST CORNER OF BALBOA PARK, ALSO BEING THE WESTERLY RIGHT OF WAY OF 28TH STREET, 83.00 FEET WIDE, AS APPROVED BY CITY OF SAN DIEGO ORDINANCE NO. 6778 ON NOVEMBER 10, 1916, AND DEDICATED ON MARCH 22, 1923 BY RESOLUTION NO. 29039, ALL AS SHOWN ON THE CITY OF SAN DIEGO DRAWING NO. 1243-L, DATED FEBRUARY 21, 1923;
THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY SOUTH 00°29'26" WEST, 1,214.11 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL 'A'; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 00°29'26" WEST, 16.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A'; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 89°30'34" WEST, 24.00 FEET; THENCE NORTH 00°29'26" EAST, 16.00 FEET; THENCE SOUTH 89°30'34" EAST, 24.00 FEET TO **THE TRUE POINT OF BEGINNING.**

PARCEL 'B'

BEGINNING AT THE AFOREMENTIONED POINT 'A'; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF 28TH STREET SOUTH 00°29'26" WEST; 39.01 FEET TO THE **TRUE POINT OF BEGINNING** OF PARCEL 'B';
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 00°29'26" WEST, 21.77 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°53'39" WEST, 62.16 FEET;
THENCE NORTH 52°53'57" WEST, 18.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 165.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 05°16'00" WEST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°22'52" A DISTANCE OF 145.09 FEET;
THENCE SOUTH 34°21'08" WEST, 157.40 FEET;
THENCE SOUTH 74°27'00" WEST, 65.60 FEET;
THENCE SOUTH 32°19'40" WEST, 23.81 FEET;
THENCE SOUTH 05°59'14" WEST, 29.85 FEET;
THENCE SOUTH 36°30'20" WEST, 223.74 FEET;
THENCE SOUTH 55°09'16" WEST, 27.90 FEET;
THENCE SOUTH 37°26'37" WEST, 5.45 FEET;
THENCE NORTH 48°23'32" WEST, 10.00 FEET;
THENCE NORTH 37°20'20" EAST, 41.63 FEET;
THENCE NORTH 48°19'32" WEST, 9.05 FEET;
THENCE NORTH 41°40'28" EAST, 10.78 FEET;
THENCE NORTH 66°35'10" EAST, 32.74 FEET;
THENCE NORTH 36°30'20" EAST, 170.50 FEET;
THENCE NORTH 02°03'44" WEST, 32.00 FEET;
THENCE NORTH 32°19'40" EAST, 30.00 FEET;
THENCE NORTH 77°31'12" EAST, 69.26 FEET;

THENCE NORTH 34°21'08" EAST, 153.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 175.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°32'31" A DISTANCE OF 169.64 FEET;
THENCE NORTH 89°53'39" EAST, 62.17 FEET TO SAID WESTERLY RIGHT-OF-WAY OF 28TH STREET AND THE **TRUE POINT OF BEGINNING** OF PARCEL 'B'.

CONTAINING 9,745 SF OR 0.224 ACRES, MORE OR LESS.

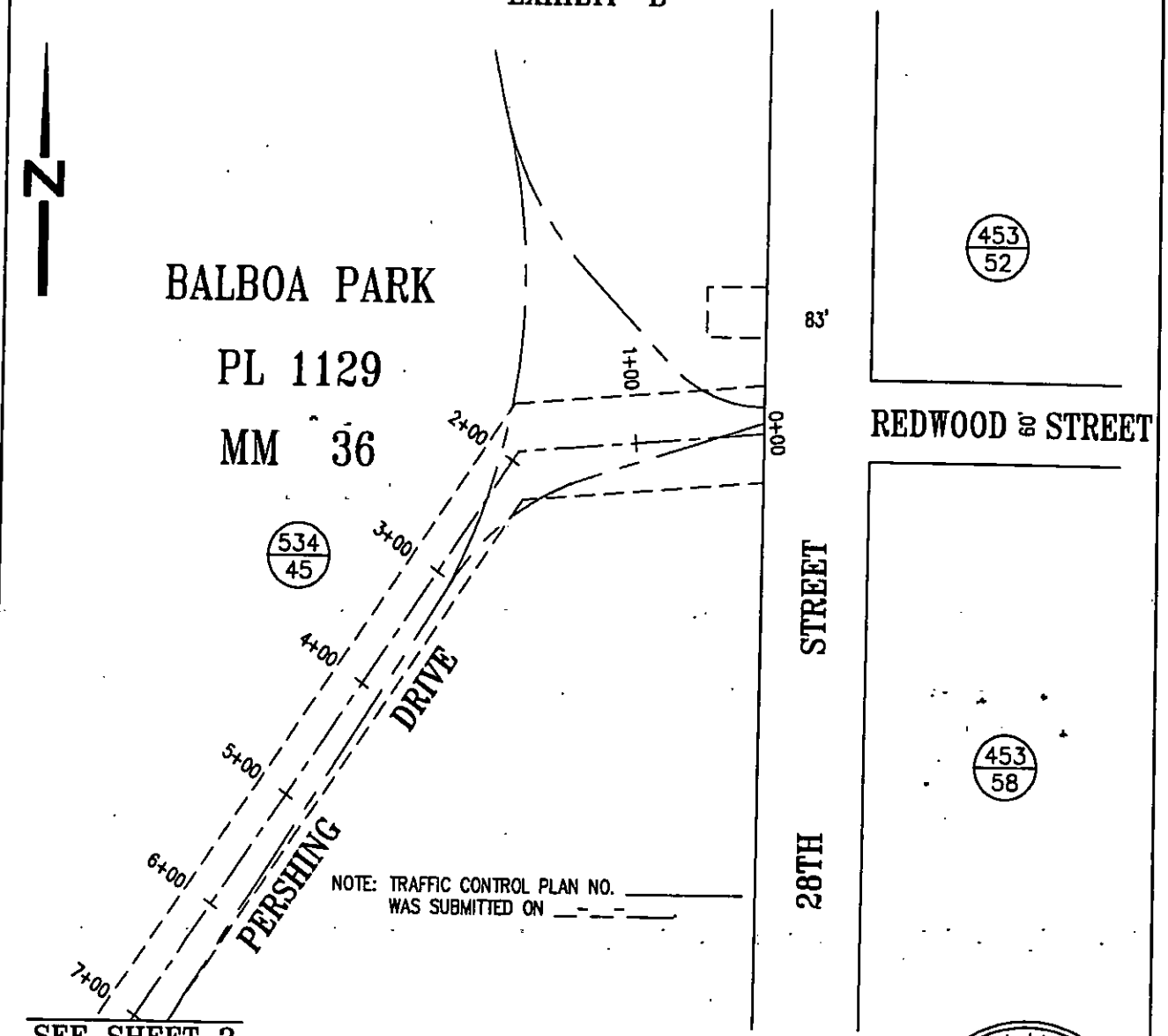
ATTACHED HERETO IS A DRAWING LABELED EXHIBIT 'B' AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:



D.K. NASLAND DATE

EXHIBIT 'B'



LEGEND

[ ] INDICATES WORK AREA = ~1.429 AC. (~62,232 SQ. FT.)

STAGING YARD AREA = ~0.057 AC. (~2,500 SQ. FT.)

TOTAL PERMIT AREA = ~1.486 AC. (~64,732 SQ. FT.)

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT ON APRIL 21, 2021.

ADAM R. WEIRICH L9182

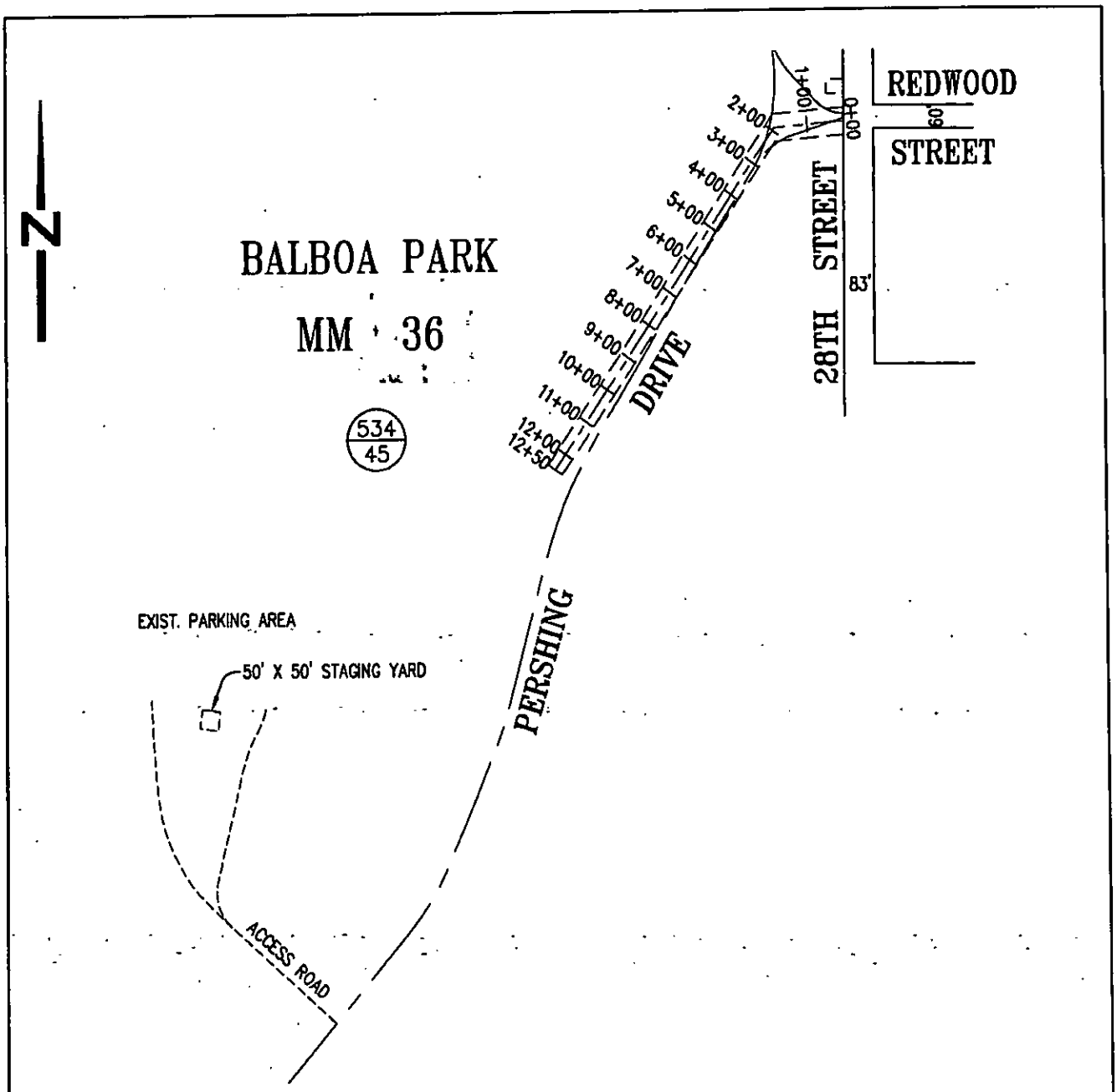
PROFESSIONAL LAND SURVEYOR
ADAM R. WEIRICH
No. L9182
EXP. 03-31-23
STATE OF CALIFORNIA

SHEET 1 OF 2

SAN DIEGO GAS & ELECTRIC COMPANY SAN DIEGO, CALIFORNIA			
RIGHT OF ENTRY PERMIT AREA REDWOOD CONVERSION	ORIGINATOR: B. CORBILLA	OK TO INSTALL:	PROJECT NO.
	SURVEYED BY: TSAC/ARW	R/W OK:	CONST. NO.
	DRAWN BY: TSAC/ARW	DATE:	
	DATE: 04-14-21	THOS. BROS. 1269-07	DRAWING NO.
	SCALE: NO SCALE		

NO.	SUPPLEMENTS	DATE:	BY	APP'D

TSAC: d:\22000 - SDGE Land Survey MSA\60_Land Services\428372_22778\17955\Cadd\Survey\428372-17655.dwg



SHEET 2 OF 2

SAN DIEGO GAS & ELECTRIC COMPANY SAN DIEGO, CALIFORNIA	ORIGINATOR: B. CORBILLA	OK TO INSTALL:	PROJECT NO.
	SURVEYED BY: TSAC/ARW	R/W OK:	
RIGHT OF ENTRY PERMIT AREA REDWOOD CONVERSION	DRAWN BY: TSAC/ARW	DATE:	CONST. NO.
	DATE: 04-14-21	THOS. BROS. 1269-D7	DRAWING NO.
	SCALE: NO SCALE		

NO.	SUPPLEMENTS	DATE:	BY	APP'D

TSAC J:\22000 - SDGE Land Survey MSA\60_Land Services\428372_22778\17955\Cadd\Survey\428372-17955.dwg

EXHIBIT C

The City of SAN DIEGO

Planning Department
Environment & Mobility Planning Division

FINAL

MITIGATED NEGATIVE DECLARATION

Project No. 463483
SCH# N/A

SUBJECT: FY16 ALLOCATION UNDERGOUNDING UTILITY DISTRICTS: **CITY COUNCIL APPROVAL** to prioritize and construct the FY16 Allocation Undergrounding Utility Districts (UUD). The districts would also create an overlay that would restrict utility companies from installing above-ground utility lines, excluding electric transmission lines which are regulated by the California Public Utilities Commission, in the future. SDG&E will be constructing an underground utility system per the franchise agreement in the public right-of-way. The project proposes to underground the overhead utility lines by excavating approximately 17 miles of trench that is approximately 5 feet deep and 2.5 feet wide along one side of each public right-of-way, installing conduit and substructures such as transformers on concrete pads, installing cable through the conduits, providing individual customer connections, backfilling, removing the existing overhead utility lines and poles, and installing new streetlights where applicable. Curb ramps will be installed where missing to meet the Americans with Disabilities Act (ADA) requirements, which may result in the loss of a street parking space at some locations. If applicable, street trees will be installed, and streets will be resurfaced, or segments of concrete road replaced. Utility poles may need to be installed or upgraded at the boundary of the district where determined necessary for the transition from the existing aerial system to the new underground system. Locations will be determined during final design.

The project is located within the public right-of-way, as well as several City and San Diego Gas & Electric (SDG&E) easements, in the following areas: **UU602 Sampson Street** from Main Street to Clay Avenue (Southeastern San Diego/Barrio Logan); **UU611 Redwood Street** from Pershing Drive to Boundary Street (Balboa Park/North Park); **UU616 Hilltop Drive** from 44th Street to Euclid Avenue (Encanto Neighborhoods); **UU628 Fairmount Avenue** from Mission Gorge Road to Sheridan Lane (Navajo); **UU668 Residential Block 8R1** (Otay Mesa-Nestor); **UU789 Residential Block 4Y1** (Skyline-Paradise Hills); **UU875 Residential Block 6H1** (Clairemont Mesa); **UU908 Residential Block 3DD** (Normal Heights); and **UU957 Residential Block 70** (College Area).

Applicant: City of San Diego, Transportation and Storm Water Department, Right of Way Coordination Division

I. PROJECT DESCRIPTION: See attached Initial Study.

II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed projects could have a significant environmental effect in the following areas(s): **HISTORICAL (ARCHAEOLOGY) AND TRIBAL CULTURAL RESOURCES.** The project proposal

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 463483, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.)

   Note: Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

3. **OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency. *Not Applicable for this project.*

4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

Issue Area	*Document submittal*	*Associated Inspection/Approvals/Note*
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Const. Monitoring	Prior to or at Preconstruction Mtg
Archaeology	Archaeology Reports	Archaeology Observation
Final MMRP		Final MMRP Inspection

C. SPECIFIC ISSUE AREA CONDITIONS/REQUIREMENTS:

HISTORICAL (ARCHAEOLOGY) AND TRIBAL CULTURAL RESOURCES

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check
   1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.

B. Letters of Qualification have been submitted to ADD
   1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological

pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule
   After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
   a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
   b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE

Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.

2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site
   1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
   2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
   3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American
   1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
   2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
   3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
   4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
   5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
      a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
      b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
      c. To protect these sites, the landowner shall do one or more of the following:
         (1) Record the site with the NAHC;
         (2) Record an open space or conservation easement; or
         (3) Record a document with the County.
      d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American
   1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
   2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
   3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS,

3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

City of San Diego:
Mayor's Office
Council President Myrtle Cole, Council District 4
Councilmember Lorie Zapf, Council District 2
Councilmember Chris Ward, Council District 3
Councilmember Scott Sherman, Council District 7
Councilmember David Alvarez, Council District 8
Councilmember Georgette Gómez, Council District 9
City Attorney's Office
Transportation & Storm Water Department (Applicant Department)
Planning Department
Development Services Department
Public Utilities Department

Mesa Grande Band of Mission Indians (225J)
San Pasqual Band of Mission Indians (225K)
Ipai Nation of Santa Ysabel (225L)
La Jolla Band of Mission Indians (225M)
Pala Band of Mission Indians (225N)
Pauma Band of Mission Indians (225O)
Pechanga Band of Mission Indians (225P)
Rincon Band of Luiseno Indians (225Q)
San Luis Rey Band of Luiseno Indians (225R)
Los Coyotes Band of Mission Indians (225S)

RESULTS OF PUBLIC REVIEW:

( ) No comments were received during the public input period.

( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.

(X) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Planning Department for review, or for purchase at the cost of reproduction.

Myra Herrmann, Senior Planner
Planning Department

November 15, 2018
Date of Draft Report

December 14, 2018
Date of Final Report

Attachments:
Undergrounding Utility Districts Project Boundaries (Figures 1-9)
Initial Study Checklist

LETTER

RESPONSE

San Diego County Archaeological Society, Inc.
Environmental Review Committee

1 December 2018

To: Ms. Myra Herrmann
Planning Department
City of San Diego
Suite 1200, East Tower, MS413
1010 Second Avenue
Sdn Diego, California 92101

Subject: Draft Mitigated Negative Declaration
FY16 Allocation Undergrounding Utility Districts
Project No. 463483

Dear Ms. Herrmann:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

A-2 Based on the information contained in the DMND, we agree with the proposed mitigation measures for cultural resources.

Thank you for including SDCAS in the distribution of this DMND for review and comment.

Sincerely,

James W. Royle, Jr., Chairperson
Environmental Review Committee

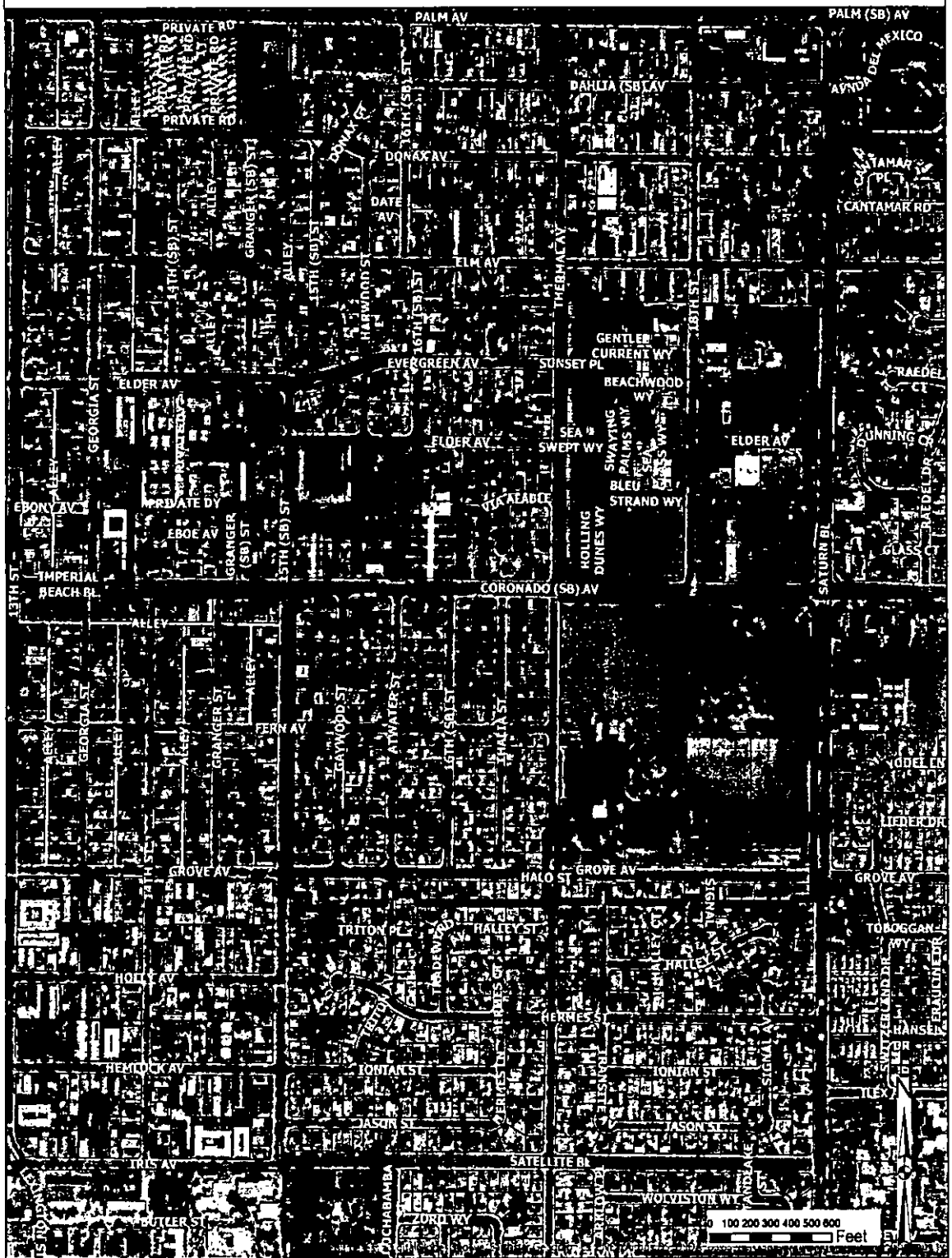
cc: SDCAS President
File

P.O. Box 81106 San Diego, CA 92138-1106 (858) 538-0935

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY (DECEMBER 1, 2018)

A-2 Comment noted.

RESIDENTIAL PROJECT BLOCK 8R1 (SURCHARGE, UU668)
UNDERGROUND UTILITY DISTRICT, EGGER HIGHLANDS, CD 8



SD

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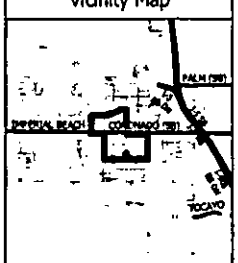
REVISIONS LIST

REVISION NUMBER	DESCRIPTION	BY	DATE
-	BOUNDARY MAP	KB	10/14/16

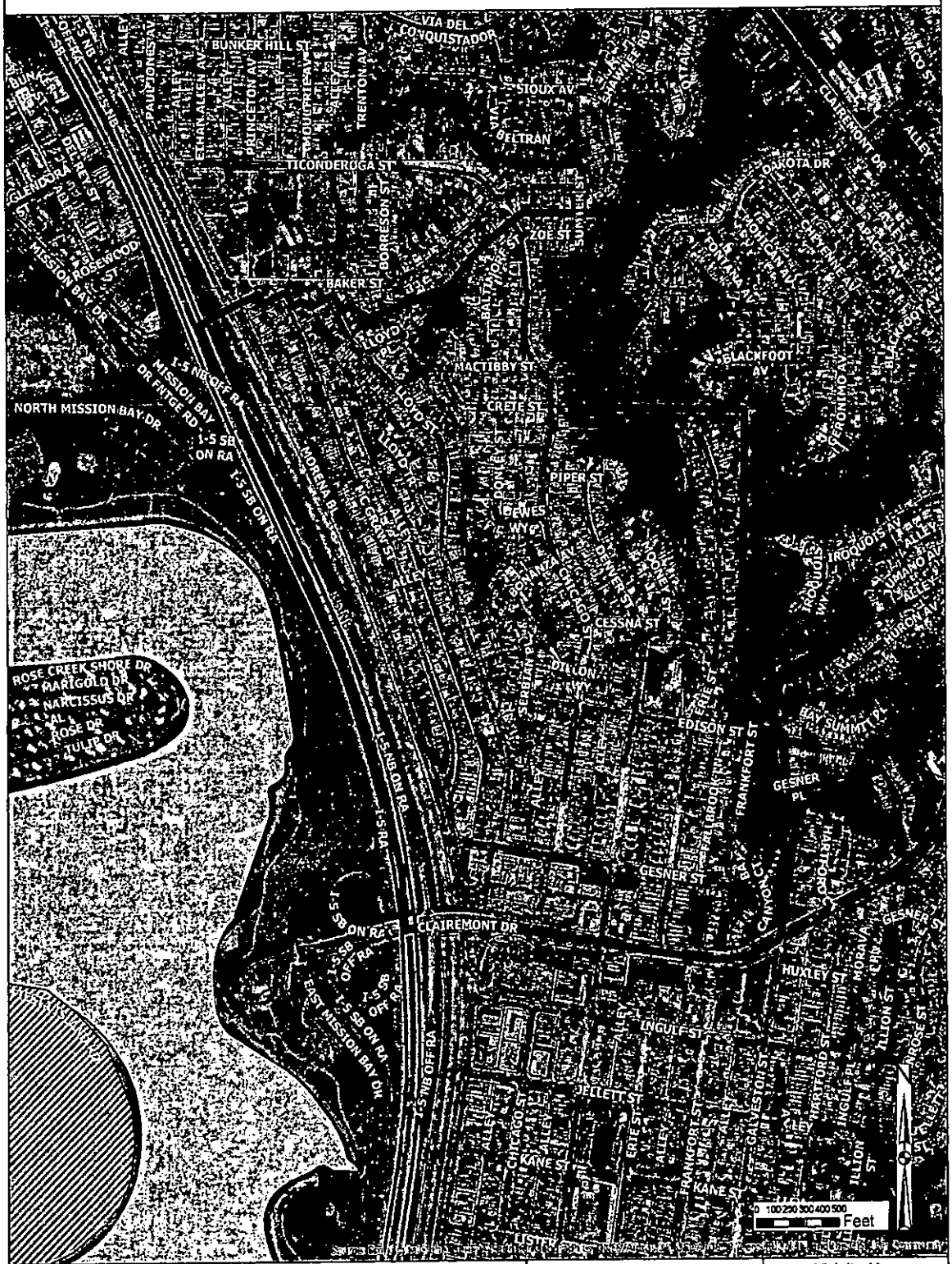
Legend

Parcels

Vicinity Map



RESIDENTIAL PROJECT BLOCK 6H1 (SURCHARGE, UU875)
UNDERGROUND UTILITY DISTRICT, BAY PARK, CD 2



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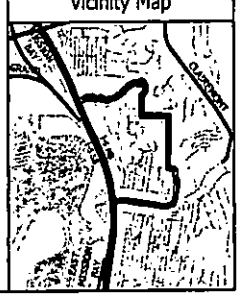
REVISIONS LIST

REVISION NUMBER	DESCRIPTION	BY	DATE
-	BOUNDARY MAP	EB	10/24/18

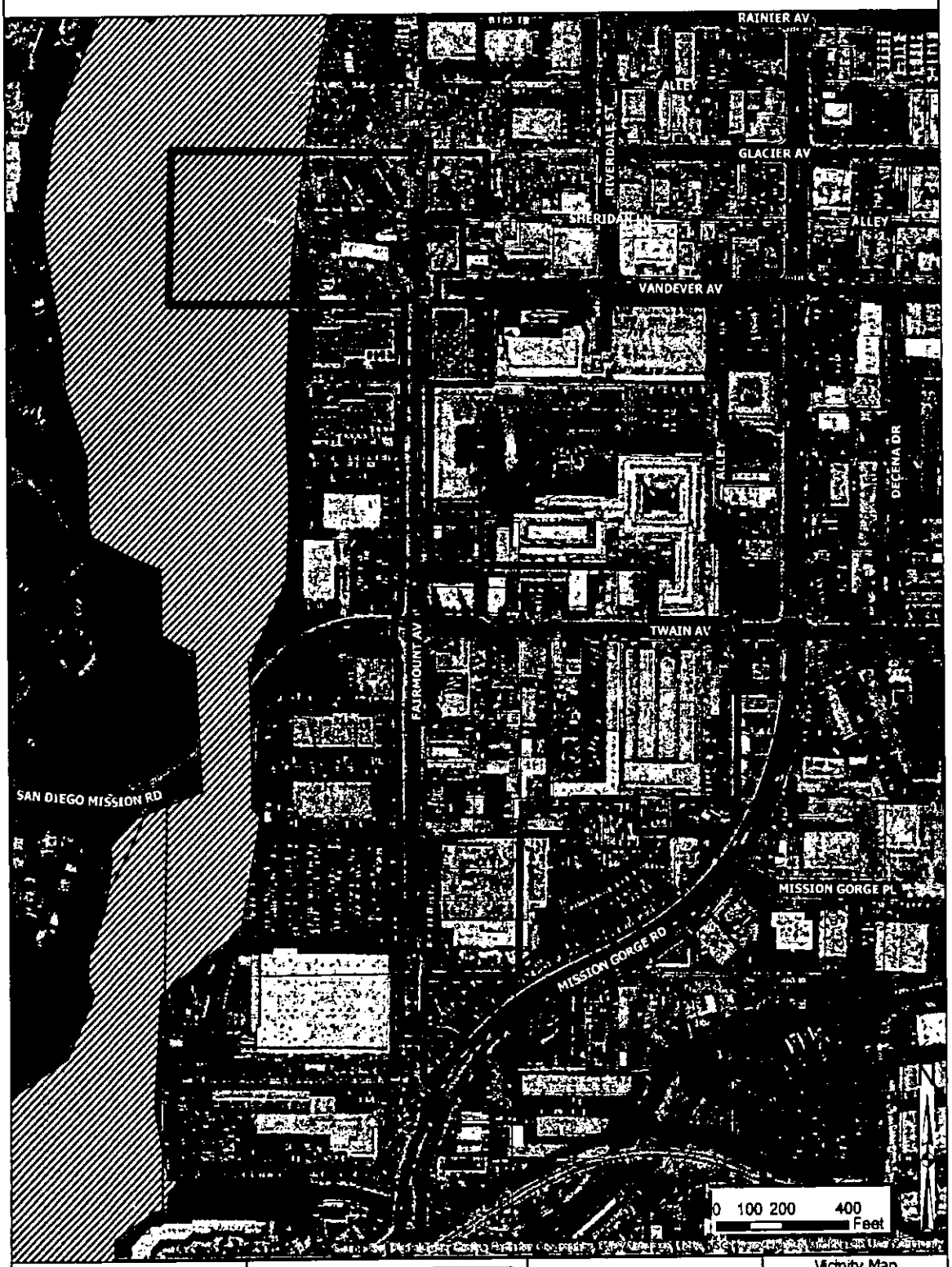
Legend

- MHPA
- Parcels
- Project Boundary

Vicinity Map



FAIRMOUNT AVE - MISSION GORGE TO SHERIDAN, (20A, UU628)
UNDERGROUND UTILITY DISTRICT, GRANTVILLE, CD 7



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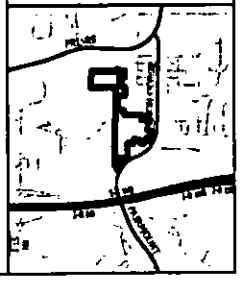
REVISIONS LIST

REVISION NUMBER	DESCRIPTION	BY	DATE
-	BOUNDARY MAP	RS	10/24/12

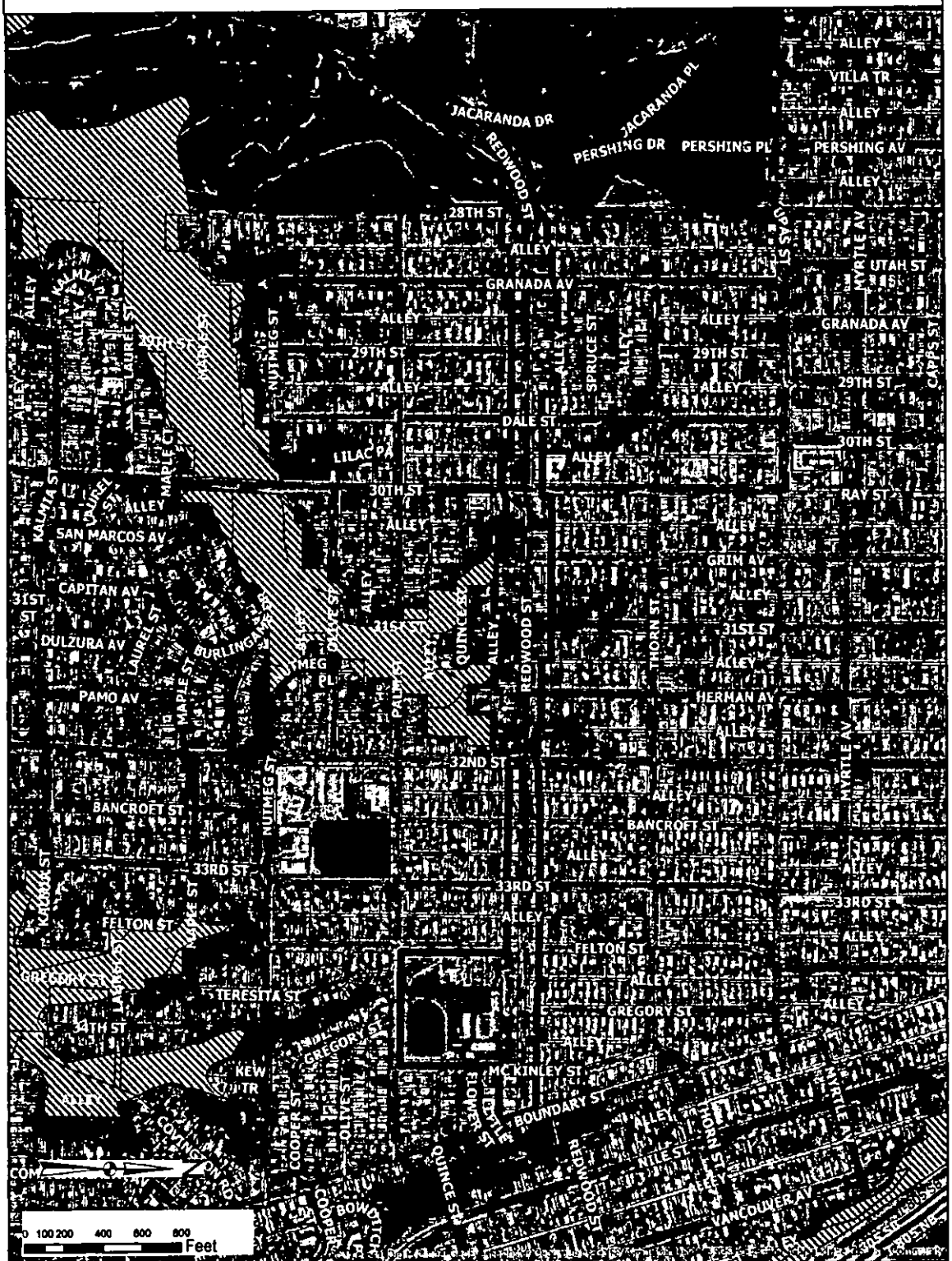
Legend

- MHPA
- Parcels

Vicinity Map



REDWOOD ST - PERSHING TO BOUNDARY ST, (20A, UU611)
UNDERGROUND UTILITY DISTRICT, GREATER NORTH PARK, CD 3



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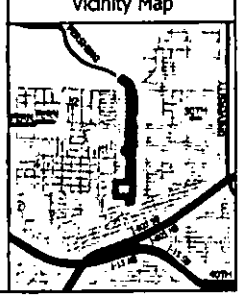
REVISIONS LIST

REVISION NUMBER	DESCRIPTION	BY	DATE
-	BOUNDARY MAP	RB	10/24/16

Legend

- Parcels
- MHPA
- Project Boundary

Vicinity Map



INITIAL STUDY CHECKLIST

1. Project Title/Project number: FY16 Allocation Undergrounding Utility Districts /PTS 463483

2. Lead agency name and address: City of San Diego, Planning Department, 9485 Aero Drive, MS 413, San Diego, CA 92123-1801

3. Contact person and phone number: Myra Herrmann, Senior Planner, (619) 446-5372.

4. Project location: The project is located within the public right-of-way, as well as several City and San Diego Gas & Electric (SDG&E) easements, in the following areas: **UU602 Sampson Street** from Main Street to Clay Avenue (Southeastern San Diego/Barrio Logan); **UU611 Redwood Street** from Pershing Drive to Boundary Street (Balboa Park/North Park); **UU616 Hilltop Drive** from 44th Street to Euclid Avenue (Encanto Neighborhoods); **UU628 Fairmount Avenue** from Mission Gorge Road to Sheridan Lane (Navajo); **UU668 Residential Block 8R1** (Otay Mesa-Nestor); **UU789 Residential Block 4Y1** (Skyline-Paradise Hills); **UU875 Residential Block 6H1** (Clairemont Mesa); **UU908 Residential Block 3DD** (Normal Heights); and **UU957 Residential Block 7O** (College Area).

5. Project Applicant/Sponsor's name and address: City of San Diego, Transportation and Storm Water Department, Right of Way Coordination Division / Breanne Busby, 9370 Chesapeake Drive, Suite 100, MS 1900, San Diego, CA 92123, (619) 533-3046.

6. General Plan designation: Right-of-Way (surrounding Residential; Commercial Employment, Retail, & Services; Multiple Use; Institutional & Public and Semi-Public Facilities; and Park, Open Space, & Recreation.

7. Zoning: Right-of-Way, Single and Multi-Family Residential, Mixed Use, Commercial, Parks and Open Space, partially within the Coastal Zone.

8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): CITY COUNCIL APPROVAL to prioritize and construct the FY16 Allocation Undergrounding Utility Districts (UUD). The districts would also create an overlay that would restrict utility companies from installing above-ground utility lines, excluding electric transmission lines which are regulated by the California Public Utilities Commission, in the future. SDG&E will be constructing an underground utility system per the franchise agreement in the public right-of-way. The project proposes to underground the overhead utility lines by excavating approximately 17 miles of trench that is approximately 5 feet deep and 2.5 feet wide along one side of each public right-of-way, installing conduit and substructures such as transformers on concrete pads, installing cable through the conduits, providing individual customer connections, backfilling, removing the existing overhead utility lines and poles, and installing new streetlights where applicable. Curb ramps will be installed where missing to meet the Americans with Disabilities Act (ADA) requirements, which may result in the loss of a street parking space at some locations. If applicable, street trees will be installed, and streets will be resurfaced, or segments of concrete road replaced. Utility poles may need to be installed or upgraded at the boundary of the district where determined necessary for the transition from the existing aerial system to the new underground system. Locations will be determined during final design.

9. Surrounding land uses and setting: The surrounding land use is comprised of residential, commercial, multiple use, industrial, parks, open space & recreation, and institutional & public facilities.

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

☐ The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.

☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? ☐ ☐ ☐ ☒

The proposed projects will be constructed within the developed public right-of-way on land not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, land surrounding the proposed projects is not classified as farmland by the FMMP. Therefore, the proposed projects would not convert farmland to non-agricultural uses.

b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? ☐ ☐ ☐ ☒

The proposed projects will be constructed within the developed public right-of-way on land not zoned for agriculture or part of a Williamson Act Contract.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? ☐ ☐ ☐ ☒

The public right-of-way and land surrounding the proposed project sites are not zoned as forest land. Therefore, the proposed utility projects would not conflict with existing zoning for forest land.

d) Result in the loss of forest land or conversion of forest land to non-forest use? ☐ ☐ ☐ ☒

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

thresholds for ozone precursors)?

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary, and it is anticipated that implementation of BMPs would reduce potential impacts related from construction activities to a level less than significant. Therefore, the proposed projects would not result in a cumulatively considerable net increase of any criteria pollutant for which the overall project region is in non-attainment under applicable federal or state ambient air quality standards.

d) Expose sensitive receptors to substantial pollutant concentrations? ☐ ☐ ☐ ☒

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the proposed project sites. However, construction emissions would be temporary, and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, the proposed projects would not expose sensitive receptors to substantial pollutant concentrations.

e) Create objectionable odors affecting a substantial number of people? ☐ ☐ ☒ ☐

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would only remain temporarily in proximity to the construction equipment and vehicles. After construction is complete, there would be no objectionable odors associated with the proposed projects.

IV. BIOLOGICAL RESOURCES – Would the project:

a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? ☐ ☐ ☒ ☐

All trenching would occur within the developed public right-of-way, outside of the Multi-Habitat Planning Area (MHPA) and wetland, Tier I, II, or IIIA/B habitat. The majority of utility pole removal work would also occur within the developed public right-of-way,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

pole removal would be performed manually without heavy equipment and would not create a significant impact.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? ☐ ☐ ☐ ☒

Please see IV.a and b above. There are no wetlands within the work limits of the proposed UUDs, and as such no impacts would result from the project.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? ☐ ☐ ☒ ☐

The proposed projects would not result in adverse impacts on wildlife movement. As described above in IV.a and b, project trenching will be located within the developed public right-of-way and would not remove any habitat. Construction noise levels at the edge of occupied habitat will be kept below 60 dB(a) during the avian breeding season. Pole removal within the MHPA would not substantially interfere with native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? ☐ ☐ ☒ ☐

The proposed projects would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. As described in IV.a, removal of poles within sensitive habitat and the MHPA would not create a significant impact. Construction work would be conducted in accordance with MHPA Land Use Adjacency Guidelines. Reasonable steps will be taken to protect existing trees while work

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

including archaeological resources, is considered to be historically or culturally significant. Because the potential exists for cultural resources (archaeological and tribal) to be encountered anywhere within the project areas, archaeological and Native American monitoring would be required during all trenching activities within the district boundaries. Additionally, Section 142.0670(b)(1) and (2) of the Land Development Code requires that specific street improvements be constructed to preserve historic design elements in specific neighborhoods; including the location, width, elevation, scoring pattern, texture, color and material to the satisfaction of the City Engineer. In addition, concrete sidewalk stamps must be sawcut and replaced in the same or close location as determined by a qualified historic preservation consultant as required in the contract documents.

Implementation of the mitigation measures and contract requirements would reduce potential impacts to cultural resources to below a level of significance and would not result in a substantial adverse change to the significance of an historical resource.

Please see V.a. A records search was conducted for the proposed UUDs which did not result in the identification of recorded sites within the project boundaries; however, resources were identified within ¼ mile of each project area, and as noted above in V.a, there is a potential for resources to be encountered anywhere in the project areas; especially in proximity to the coast or bays. As such, archaeological and Native American monitoring would be required during all construction-related activities required to implement the project.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☒	☐	☐

Please see V.a. A records search was conducted for the proposed UUDs which did not result in the identification of recorded sites within the project boundaries; however, resources were identified within ¼ mile of each project area, and as noted above in V.a, there is a potential for resources to be encountered anywhere in the project areas; especially in proximity to the coast or bays. As such, archaeological and Native American monitoring would be required during all construction-related activities required to implement the project.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Project plans do not call for trenching depths that exceed the City of San Diego's CEQA Significance thresholds for paleontological resources. Therefore, no impact would occur to paleontological or unique geologic resources.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

would utilize proper engineering design and construction practices to ensure the potential for impacts from ground shaking would remain less than significant.

iii) Seismic-related ground failure, including liquefaction? ☐ ☐ ☒ ☐

UU628 Fairmount Avenue is located on soil with high potential for liquefaction. However, none of the projects include any structures for human occupancy, and they would all be constructed primarily underground. With the appropriate engineering design and construction practices incorporated, the potential impacts from ground failure or liquefaction would remain less than significant.

iv) Landslides? ☐ ☐ ☒ ☐

The proposed projects will be constructed on relatively flat developed land within the right-of-way or on private developed property that does not have a potential for landslides and is not located near the base of a slope that is subject to landslides. The proposed projects would not expose people or structures to the risk of loss, injury, or death involving landslides. The design of the proposed projects would utilize proper engineering design and utilization of standard construction practices to ensure that the potential for impacts would be less than significant.

b) Result in substantial soil erosion or the loss of topsoil? ☐ ☐ ☐ ☒

Construction of the proposed projects would include trenching within the developed public right-of-way and trenching or boring on private property. After the conduit and cable is placed, all disturbed areas would be replaced in kind. During construction, storm water BMPs would minimize erosion. Therefore, the projects would not cause substantial soil erosion or loss of topsoil.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? ☐ ☐ ☐ ☒

UU628 Fairmount Avenue is located on soils with the potential for liquefaction. However, all of the proposed projects would be constructed within the developed public right-of-way mostly below grade at depths no greater than approximately 5 feet deep and 2.5 feet wide and would be backfilled and the surface restored. The design of the proposed projects would utilize appropriate engineering design and standard construction practices that would not contribute to unstable soil conditions. There would be no impacts.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Please also see VII.a. It is anticipated that the proposed projects would not conflict with any applicable plans, policies, or regulations related to greenhouse gases. There is no impact.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐

Construction of the proposed projects may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the projects would not routinely transport, use or dispose of hazardous materials. In addition, construction standards shall be implemented for any subsurface discoveries, to meet local, state, and federal standards. Therefore, the projects would not create a significant hazard to the public or environment.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐

UU875 Block 6H1, UU628 Fairmount Avenue, and UU602 Sampson Street have Leaking Underground Storage Tank (LUST) cleanup sites and permitted USTs, and other cleanup sites located within 1,000 feet of the project alignments. As such, the projects would incorporate project design features, as well as incorporate specifications for construction to meet the local, state, and federal requirements to address such hazardous materials should they be discovered during construction. In the event that construction activities encounter underground contamination, the contractor would be required to implement §803, "Encountering or Releasing Hazardous Substances or Petroleum Products," of the *City of San Diego Standard Specifications for Public Works Construction* ("Whitebook") which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Compliance with these requirements would minimize the risk to the public and the environment; therefore, impacts would remain less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

The proposed projects are not within the vicinity of a private airstrip.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? ☐ ☐ ☒ ☐

Construction of the proposed projects would temporarily affect traffic circulation within the project boundaries. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Impacts would be less than significant.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? ☐ ☐ ☐ ☒

The proposed projects would remove overhead utility lines and poles, and place them underground, thereby reducing the risks associated with this category. In addition, the project does not contain wildlands that could pose a threat of wildland fires. As such, the proposed projects would not introduce any new features that would increase the risk of fire because the utilities will be located underground.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

a) Violate any water quality standards or waste discharge requirements? ☐ ☐ ☐ ☒

Potential impacts to existing water quality standards associated with the proposed projects would include minimal short-term construction-related erosion/sedimentation and no long term operational storm water discharge. Conformance to BMP's outlined in the Water Pollution Control Plan (WPCP) and conformance with the City's Storm Water Standards would prevent or effectively minimize short-term water quality impacts. Therefore, the proposed projects would not violate any existing water quality standards or discharge requirements.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or ☐ ☐ ☐ ☒

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒

Please see IX.c and d. Conformance to BMP's outlined in the WPCP and compliance with the City's Stormwater Regulations would prevent or effectively minimize short-term construction impacts. Therefore, the utility projects would not contribute runoff water that would exceed the capacity of existing storm water systems.

f) Otherwise substantially degrade water quality?	☐	☐	☐	☒

Conformance to BMPs outlined in the WPCP to be prepared for the proposed projects and compliance with the City's Stormwater Regulations would prevent or effectively minimize impacts and would preclude impacts to water quality.

g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒

The proposed projects do not propose construction of any new housing.

h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?	☐	☐	☐	☒

UU628 Fairmount Avenue is located within the 100-year flood hazard area (Zones AE and AO), while the other eight UUDs are located within areas of minimal flood hazard (Zone X). The proposed projects do not propose any new structures that would impede or redirect flood flows in the 100-year flood hazard area. Therefore, there would be no impact.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

conservation plan or natural community conservation plan?

All proposed UUD projects will be located within the developed public right-of-way and therefore would not conflict with the adopted MSCP Subarea Plan or other approved local, regional or state habitat conservation plan. However, as previously identified in Section IV.a., Biological Resources, portions of UU908 Block 3DD and UU957 Block 7O are located within the boundaries of the City's MSCP Subarea Plan, MHPA. These lands have been included within the City's MSCP Subarea Plan for habitat conservation because they have been determined to provide the necessary habitat quality, quantity, and connectivity to sustain the unique biodiversity of the San Diego region. Field surveys were conducted to assess the vegetation communities on site and determined that no impacts would result from pole removal in these areas (Dudek 2017). Refer to Section IV.a., Biological Resources discussion for further details. Despite having no direct impacts to biological resources, because the UUD projects are located within proximity to sensitive upland habitat in the MHPA, indirect noise impacts from construction-related activities must be avoided during the breeding season of the coastal California gnatcatcher (March 1 through August 15). The coastal California gnatcatcher, a federally listed threatened species, and an MSCP covered species can typically be found within the coastal sage scrub habitat community. Indirect impacts to the MHPA would be avoided through implementation of the MHPA Land Use Adjacency Guidelines (LUAG) as outlined in the City's MSCP Subarea Plan (Section 1.4.3). Compliance with, and implementation of the MHPA LUAG would ensure that potential indirect impacts are reduced to below a level of significance.

XI. MINERAL RESOURCES – Would the project?

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? ☐ ☐ ☐ ☒

The areas surrounding the proposed projects are not being used for the recovery of mineral resources, nor are they designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the proposed projects would not result in the loss of availability of a known mineral resource.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? ☐ ☐ ☐ ☒

Please see XI.a.

XII. NOISE – Would the project result in:

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

The proposed projects are not within an airport land use plan or two miles of a public airport.

f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? ☐ ☐ ☐ ☒

The proposed project areas are not within the vicinity of a private airstrip.

XIII. POPULATION AND HOUSING – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? ☐ ☐ ☐ ☒

The proposed projects would remove existing utility poles and overhead lines and place the lines underground. The utility projects are intended to improve the currently outdated overhead system in order to keep up with current demand. The projects would not build any new housing, businesses, roadways, or infrastructure that could induce growth.

b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? ☐ ☐ ☐ ☒

The proposed projects would underground overhead utilities and would not remove, displace, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? ☐ ☐ ☐ ☒

The proposed projects would underground overhead utilities and would not result in the displacement of people, which would necessitate the construction of replacement housing.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

XV. RECREATION –

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? ☐ ☐ ☐ ☒

Implementation of the proposed projects would place existing overhead utility lines underground. The improved infrastructure would not allow for improved access to existing recreation areas. The proposed projects would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, the proposed projects would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? ☐ ☐ ☐ ☒

The proposed projects do not include the construction of recreational facilities or require construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? ☐ ☐ ☒ ☐

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

Construction of the proposed projects would temporarily affect traffic circulation within the project boundary. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? ☐ ☐ ☐ ☒

The proposed projects are consistent with community plan designations and underlying zoning and would not result in any conflicts regarding policies, plans, or programs regarding public transit, bicycle or pedestrian facilities.

XVII. TRIBAL CULTURAL RESOURCES

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or ☐ ☐ ☒ ☐

Although the potential exists for archaeological resources to be encountered during construction-related activities during project implementation, no tribal cultural resources have been identified within the underground utility district boundaries requiring evaluation in accordance with CEQA the Public Resources Code that meet the criteria for listing on the local, state or federal registers as defined in PRC Section 5020.1(k). As such, the impact is less than significant.

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, ☐ ☒ ☐ ☐

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒

The proposed projects would not result in expanded impervious surface area and would not result in substantial quantities of runoff which would require new or expanded treatment facilities. Therefore, the proposed projects would not require the construction of new storm water drainage facilities or expansion of existing facilities.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☐	☒

The proposed projects would not require the use of any permanent water source and, therefore, would not impact existing water supplies.

e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒

The proposed projects would not generate wastewater and, therefore, would not impact an existing wastewater treatment provider.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒

Construction of the proposed projects would generate waste associated with construction activities. This waste would be disposed of in conformance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Materials able to be recycled shall be done to local standards regulating such activity. Operation of the proposed projects would generate minimal solid

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact

("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?

When viewed in connection with the effects of other projects in the area, construction trenching within the UUDs has the potential to impact archaeological and tribal cultural resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the MMRP identified in Section V of the MND, this incremental impact would be reduced to below a level of significance.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? ☐ ☐ ☐ ☒

As proposed, the utility projects do not have the potential to cause substantial adverse effects on human beings.

_X_ Site Specific Report: Record Search and Literature review by qualified City archaeological staff (September/October 2016, updated May 2018 and October 2018); Tribal Consultation (May 2017)

VI. GEOLOGY/SOILS

_X_ City of San Diego Seismic Safety Study, 2008.

_X_ U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975 via http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm.

_X_ State of California Department of Conservation, Fault Activity Map of California (2010).

____ Site Specific Reports:

VII. GREENHOUSE GAS EMISSIONS

_X_ City of San Diego Climate Action Plan Consistency Checklist, July 2016.

_X_ City of San Diego General Plan.

VIII. HAZARDS AND HAZARDOUS MATERIALS

_X_ San Diego County Hazardous Materials Environmental Assessment Listing.

____ San Diego County Hazardous Materials Management Division.

____ FAA Determination.

____ State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.

____ Airport Land Use Compatibility Plan.

____ Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

_X_ Flood Insurance Rate Map (FIRM).

____ Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

____ Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html).

____ Site Specific Report:

X. LAND USE AND PLANNING

_X_ City of San Diego General Plan.

_X_ Community Plan.

_X_ Airport Land Use Compatibility Plan

_X_ City of San Diego Zoning Maps

____ FAA Determination

XI. MINERAL RESOURCES

____ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

____ Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

___ Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

_X_ City of San Diego General Plan.

_X_ Community Plan.

___ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

___ San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVIII. TRIBAL CULTURAL RESOURCES

_X_ City of San Diego Historical Resources Guidelines.

_X_ City of San Diego Archaeology Library.

___ Historical Resources Board List

_X_ Site Specific Report: Record Search and Literature review by qualified City archaeological staff (September/October 2016, updated May 2017 and October 2018); Tribal Consultation (May 2017,)

XVIX. UTILITIES

___ City of San Diego General Plan.

___ Community Plan.

___ Site Specific Report:

XX. WATER CONSERVATION

___ City of San Diego General Plan.

___ Community Plan.

___ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

___ Site Specific Report:

Created April 2018

EXHIBIT D- Project

SDG&E authorized contractor Henkels & McCoy will be responsible for completing approximately 1,100 feet of trench and conduit installation. Following such, SDG&E authorized contractor Diversified Utility Services (DUSI) will be responsible for completing all cable and connection activities for said conduit and five pole removals within Balboa Park on APN 534-450-08-00. Construction Work Area will be fenced and secured for public safety. Fencing and construction materials will be on site 24 hours a day for the entire Term. Traffic control will be administered per the approved plan on file with San Diego City DSD.