



Real Estate Assets Department
SDC003

AMERICAN TOWERS, INC.

E901PM-011-B00

Document Type

LEGAL DOCUMENTS



Sub - Category

SUBLEASES



8

CONSENT TO LICENSE AGREEMENT

The City of San Diego, a California municipal corporation ("CITY"), as LESSOR under that certain Lease Agreement entered into with American Tower, L.P., a Delaware limited partnership, predecessor-in-interest to American Towers LLC, a Delaware limited liability company ("LESSEE"), and filed in the Office of the City Clerk as Document RR301101 ("Master Lease"), consents to that certain License Agreement, dated Nov 8, 2022 ("License Agreement"), a true, correct, and complete copy of which is attached to this Consent to License Agreement ("Consent") as EXHIBIT A, between LESSEE and the U.S. Department of Justice, Drug Enforcement Administration, an agency of the federal government of the United States of America with a place of business at 8701 Morrisette Drive, Springfield, VA 22152 ("LICENSEE"), to be entered into subsequent to this Consent. The License Agreement shall be subordinate to the Master Lease in all respects. CITY is merely approving the LICENSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the License Agreement. CITY is not bound by any term or condition in the License Agreement that in any way conflicts with or is additional to the provisions of the Master Lease.

This Consent is subject to the following conditions:

1. ASSIGNMENT AND SUBLICENSING. LICENSEE shall not assign the License Agreement or sublicense the premises or any part thereof without the prior written consent of LESSEE and CITY. An assignment by operation of law shall automatically terminate the License Agreement.

2. INSURANCE.

2.1. **Coverage Types**. At all times during the term of License Agreement, LICENSEE must maintain insurance coverage as follows:

2.1.1. *Commercial General Liability ("CGL")*. Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which will cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There will be no endorsement or modification of the CGL limiting the scope of coverage for either insured versus insured claims or contractual liability. All defense costs will be outside the limits of the policy.

2.1.2. *Commercial Automobile Liability*. For all LICENSEE'S automobiles including owned, hired and non-owned automobiles, the LICENSEE will keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate will reflect coverage for any automobile (any auto).

2.1.3. *Workers' Compensation*. For all LICENSEE'S employees who are involved in activities relating to the License Agreement and to the extent required by applicable California or federal law, LICENSEE shall keep in full force and effect, a Workers' Compensation policy. That policy will provide a minimum of \$1 million of employers' liability coverage, and LICENSEE will provide an endorsement to the Workers' Compensation policy providing that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives.

2.2. Deductibles. All deductibles on insurance policies will be the responsibility of LICENSEE and will be disclosed to CITY at the time evidence of the required insurance is provided.

2.3. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Consent will only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will 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 (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all the requirements for policies of insurance provided by admitted carriers described in this Consent.

2.4. Modification. To assure protection from and against the kind and extent of risk existing with the License Agreement, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving LICENSEE thirty (30) days prior written notice. LICENSEE will 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 License Agreement.

2.5. Accident Reports. LICENSEE will immediately report to CITY any accident causing property damage or injury to persons related to the License Agreement or the property area used by LICENSEE pursuant to the License Agreement. Such report will 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 all witnesses, and other pertinent information.

2.6. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any activity is initiated under the License Agreement.

2.6.1. Commercial General Liability Insurance Endorsements.

2.6.1.1. Additional Insured. To the fullest extent allowed by law, including, but not limited to, California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an additional insured the CITY and its elected officials, officers, employees, agents and representatives with respect to liability arising out of: (a) ongoing operations of LICENSEE, (b) LICENSEE'S products, (c) LICENSEE'S work, including, but not limited to, LICENSEE'S completed operations performed by LICENSEE or on LICENSEE'S behalf, or (d) premises owned, leased, controlled or used by LICENSEE.

2.6.1.2. Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of CITY or its elected officials, officers, employees, agents and representatives as respects operations of LICENSEE. Any insurance maintained by CITY or its elected officials, officers, employees, agents and representatives will be in excess of LICENSEE'S insurance and will not contribute to it.

2.6.1.3. Severability of Interest. The policy or policies must be endorsed to provide that the LICENSEE'S insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and will provide cross-liability coverage.

2.6.2. Automobile Liability Insurance Endorsements.

2.6.2.1. Additional Insured. To the fullest extent allowed by law, including, but not limited to, California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as additional insured CITY and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the LICENSEE.

2.6.2.2. Severability of Interest. The policy or policies must be endorsed to provide that LICENSEE'S insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and will provide cross-liability coverage.

2.6.3. Worker's Compensation Insurance Endorsements.

2.6.3.1. Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by LICENSEE.

2.7. **Self-Insurance**. Notwithstanding the insurance requirements of this Section 2 to the contrary, Licensee shall have the right to self-insure with respect to any of the insurance required to be carried by Licensee under this Section 2, provided that (a) Licensee has not assigned its interest in the License Agreement to any other person or entity; and (b) Licensee governs and manages (either internally or through a third party administrator) its self-insurance program, and maintains sufficient reserves on its balance sheet committed to its self-insurance program liabilities.

3. **LICENSEE LIABILITY**. LICENSEE agrees that it is exclusively liable for injuries or damages caused by the negligent or wrongful acts or omissions of LICENSEE personnel acting within the scope of their employment, to the extent permitted by the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 2401(b), 2671-2680.

4. **SUBSEQUENT SUBLEASING OR SUBLICENSING**. This Consent does not constitute CITY'S consent to any subsequent assignment, sublease, or license and does not relieve LESSEE, LICENSEE, or any person claiming under or through LESSEE or LICENSEE of the obligation to obtain CITY'S consent to any future assignment, sublease, or license pursuant to the Master Lease.

5. **CONSIDERATION FOR LICENSE AGREEMENT**. LESSEE and LICENSEE represent and warrant to CITY that they have provided CITY with a true, correct, and complete copy of the License Agreement. LESSEE and LICENSEE further represent and warrant to CITY that there are no additional payments of rent or any other consideration of any type that has been paid or is payable by LICENSEE or any other person to LESSEE in connection with the License Agreement or the Licensed Space (as defined in the License Agreement), other than as disclosed in the License Agreement.

6. **COMMISSIONS**. LESSEE and LICENSEE each acknowledge and agree that CITY will not be liable for any brokerage commission or finder's fee in connection with the consummation of the License Agreement. LESSEE and LICENSEE, jointly and severally, agree to protect, defend, indemnify and hold CITY harmless from any brokerage commission or finder's fee in connection with the consummation of the License Agreement or this Consent, and from any cost or expense (including attorney fees) incurred

by CITY in resisting any claim for any such brokerage commission or finder's fee. The provisions of this Section 7 shall survive the expiration or earlier termination of the License Agreement and this Consent.

7. LEGAL PROCEEDINGS. Should it become necessary for LESSEE or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this Consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney fees; provided, however, an award made under this Section 7 shall only be enforceable against LICENSEE to the extent not inconsistent with federal law.

8. SUBORDINATION. As of the effective date of this Consent, the Master Lease expired by its own terms on January 31, 2021, and LESSEE occupies the premises as a month-to-month tenant pursuant to Section 2.4 of the Master Lease. The License Agreement may only be in effect while LESSEE'S month-to-month tenancy is in effect. Nothing in this Consent, the terms of the License Agreement, nor any information provided to CITY about the License Agreement modifies the expiration date of the Master Lease or the month-to-month nature of LESSEE'S or LICENSEE'S use or occupancy of the premises. LESSEE'S month-to-month tenancy is terminable on 30-days' notice and the License Agreement will terminate on termination of LESSEE'S month-to-month tenancy. CITY is not consenting to LICENSEE'S use of the Licensed Space (as defined in the License Agreement) for a duration longer than month-to-month.

9. NOTICES OF DEFAULT. If LESSEE or LICENSEE sends a notice of default to the other under the License Agreement, the notice sender shall concurrently send a copy of the notice to CITY.

10. LESSEE ESTOPPELS. LESSEE certifies the following to CITY as of the date of this Consent:

10.1. LESSEE has not assigned its interest in the Master Lease or otherwise transferred its interest in the Master Lease;

10.2. CITY does not owe LESSEE any money or other performance under the Master Lease;

10.3. CITY is not in default under the Master Lease;

10.4. The Master Lease expired by its own terms on January 31, 2021, Lessee presently occupies the premises as a month-to-month tenant pursuant to Section 2.4 of the Master Lease, and there have been no amendments, modifications, changes, or additions to the Master Lease since its execution; and

10.5. LESSEE is not in default under the Master Lease and no event has occurred that would constitute a default under the Master Lease by LESSEE.

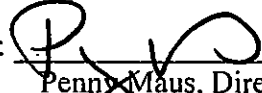
[Remainder of page intentionally blank. Signatures appear on immediately following page.]

Signature Page
To
Consent to License Agreement
(American Tower – DEA)

CITY:

The City of San Diego, a California municipal corporation

Dated: 11-3-2022

By: 
Penny Maus, Director
Department of Real Estate and
Airport Management

Approved as to form on
Nov 8, 2022 :

MARA W. ELLIOTT
City Attorney

Dated: Nov 8, 2022

By: 
Delmar G. Williams
Deputy City Attorney

LESSEE:

American Towers LLC, a Delaware limited liability company

Dated: _____

By: Richard P. Palermo
Its: _____
Digitally signed by Richard P. Palermo
Date: 2022.06.13 14:36:26 -04'00'

LICENSEE:

U.S. Department of Justice, Drug Enforcement Administration, an agency of the federal government of the United States of America

Dated: _____

By: KAITLYN MAHAFKEY
Its: _____
Digitally signed by KAITLYN MAHAFKEY
Date: 2022.05.04 11:49:51 -04'00'

EXHIBIT A
To
Consent to License Agreement
(American Tower – DEA)

License Agreement

[TO BE ATTACHED BEHIND THIS COVER PAGE]

**TOWER LICENSE
FOR WIRELESS COMMUNICATIONS FACILITIES**

This License is entered into between **American Towers LLC** ("Licensor") and the **Drug Enforcement Administration** ("Licensee"), and shall be effective beginning **December 1, 2022** and terminate **November 30, 2027** unless sooner terminated or further extended pursuant to the provisions of this License. The parties agree as follows:

1. **LICENSE** – Licensor grants non-exclusive permission to Licensee to install, maintain, operate, and remove the communications equipment described on that portion of the facility agreed upon in the manner described by the Licensor. Any modifications to these Exhibits, or additions or changes made to the Equipment or mode of installation, maintenance, and operations as described therein will be made only pursuant to a modification of this License and the related Exhibits pursuant to paragraph 13. Site specific information is listed below:
 - ATC Site #: 8138
 - ATC Site Name: Woodson, MT #1 T4
 - ATC Legal Entity: American Towers LLC
2. **SUITABILITY OF SITE** – Licensee has visited and inspected the Site, accepts the physical condition thereof, and acknowledges that no representations or warranties have been made to Licensee by Licensor regarding the condition of the Site and/or the building, or regarding the suitability thereof for Licensee's use. Licensee is responsible for determining all aspects as to the acceptability and adequacy of the Site for Licensee's use.
3. **INSTALLATIONS** – Licensee will be solely responsible for ensuring that its Equipment is installed properly. Licensee will use the existing electric circuits at the Site. In the event that Licensee's power requirements exceed the existing capacity or power distribution, it will be Licensee's responsibility, with the consent of Licensor and performed according to code, to increase such capacity to meet its needs, provided Licensor consents to such increase in capacity. In the event Licensor does not consent to such an increase in existing capacity within 30 days after the date upon which such request is made by Licensee, Licensee may terminate this License by giving Licensor 30 days' written notice.
4. **INTERFERENCE** – Licensee has satisfied itself and hereby warrants that the Equipment is of a type and frequency that will not cause damage to the Site or surrounding property, or cause damage to or interference with electronic or other equipment and/or the television or radio reception of Licensor or of residents and/or tenants of the Site. In the event the Equipment causes such damage or interference, Licensee will cooperate with Licensor in determining the source, and immediately will take all steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within

forty-eight hours after receipt of notice from Licensor to Licensee of the existence of such interference, Licensee will discontinue use of any equipment creating said interference by temporarily disconnecting the electric power and shutting down the Interfering Equipment (except for such intermittent operation as is necessary for the purpose of testing after the performance of any maintenance, repair, modification, replacement, or other action designed to correct such interference). If such interference is not corrected within thirty days after receipt of the aforesaid notice, Licensee will remove the Interfering Equipment from the Site and this License will terminate without further obligation by either party, except with respect to those obligations then owing or past-due, and except as may otherwise be enumerated specifically herein.

5. COMPLIANCE WITH STATUTES AND REGULATIONS – Licensee is responsible for ensuring that its equipment is installed, operated, and maintained in accordance with the requirements and specifications of all laws, codes, and regulations of all appropriate governmental bodies and agencies. *The parties incorporate into this agreement Federal Acquisition Regulation Clause 52.212-4.*
6. MAINTENANCE OF LICENSEE'S EQUIPMENT – Licensee will, at its own expense, operate and maintain any equipment that it installs at the Site in a safe condition, in good repair, and in a manner suitable to Licensor so as not to conflict with the use of the Site or surrounding areas by Licensor or any other authorized user thereof.
7. RESPONSIBILITY FOR LICENSEE'S EQUIPMENT – Any equipment installed by Licensee will remain the property of Licensee. Licensee agrees that Licensor will bear no responsibility for Licensee's equipment, the operation, or care; thereof, or the services provided thereby.
8. ACCESS – Licensee will have access to the Site for the purpose of installing, operating, inspecting, servicing, maintaining, repairing, and removing its equipment between the hours of 7am and 5pm, Monday through Friday, except in the case of emergencies, in which case access will be permitted at any time subject to the reasonable security, safety, and identification procedures required by Licensor
9. TERM, RENEWAL, AND TERMINATION – This License will be effective for a period of *five years (base plus four option years)* beginning on the aforementioned date, unless extended or terminated as provided herein.

Licensee may terminate this License under the following circumstances by providing at least 30 days' written notice to Licensor: (i) if the actions or equipment of a third party causes interference that results in a measurable diminution in the quality of Licensee's transmission or reception capability which cannot be remedied with reasonable effort, (ii) if in the Licensee's opinion the site is no longer suitable or necessary for the Equipment, or (iii) in the absence of appropriated funds.

10. LICENSE FEE – Licensor will invoice Licensee on the first day of each calendar month, and Licensee shall pay Licensor the monthly sum of **\$1,923.08** for the initial 12-month

period, as consideration for the License herein granted. Payments will continue for a total of 60 months (or such greater number of months as would be commensurate with any extension of the term of the License pursuant to paragraph 13). License fees are subject to an annual escalation rate of three percent (3%).

All payments will be made payable to: American Towers, LLC, 116 Huntington Ave, Boston, MA 02116-5749. DUNS:

11. UTILITIES – Licensors will invoice Licensee, and Licensee shall reimburse Licensors monthly, for any costs for electricity used at the Site by Licensee's equipment. Licensee will not be responsible for any other utility-related costs. The utility rate of \$471.60 per month [2,620 Kwh @ \$0.18 per Kwh (California pass through Rate)] will further be assessed in addition to the monthly lease rate. Licensors determine, in its sole discretion, that Licensee's utility usage increased over Licensee's utility usage as of the Commencement Date, or as of the date of the last Utility Fee increase resulting from increased utility usage, Licensors may, but is not required, to modify the Utility Fee by an amount equal to Licensors' actual increased costs incurred due to Licensee's increased utility usage. If such a modification in the Utility Fee is imposed, Licensors shall notify Licensee in writing of such increase in the Utility Fee. Any such change in the Utility Fee resulting from an increase in Licensee's utility usage will take effect with the next payment of the Utility Fee coming due after Licensee's receipt of Licensors' notice. Licensee acknowledges that Licensors shall not provide backup power in the event of an interruption in utility service.

12. LIABILITIES – Any liability, cost, or expense arising from, based upon, or in connection with this Agreement, including but not limited to liability, costs or expenses caused by the negligence, fraud, acts or omissions of DEA, will be resolved in accordance with the Federal Tort Claims Act (FTCA), found at Title 28, United States Code, Part IV, Chapter 171.

Licensors agree that it is responsible for any liability, costs, or expense to Licensee's Equipment caused by the willful misconduct or negligence of Licensors' officers, directors, employees, tenants, or agents.

Licensors and Licensee agree and acknowledge that this Agreement is contingent upon the ground lessor's consent.

The Parties agree that should a claim arise under the FTCA, DEA shall be responsible for the investigation and disposition of said claim. Licensors agree to promptly notify DEA of any administrative claim of which Licensee becomes aware that arises out of an activity conducted pursuant to this Agreement. Nothing in this paragraph prevents either Party from conducting an independent administrative review of the incident giving rise to the claim. The Parties agree to cooperate in a commercially reasonable manner with each

other in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the services provided under this Agreement.

Notwithstanding anything in this Tower License to the contrary, Licensee specifically agrees to look solely Licensor's interest in the Site for the recovery of any judgment from Licensor or any successor of assignment of its interest, it being agreed that Licensor or any successor or assign of its interest shall never be personally liable for any such judgment.

13. MODIFICATIONS – Any addition, variation, extension of time, or modification to this License will be void and ineffective unless made in writing and signed by an authorized representative of each party and appended to this License.

Licensor and Licensee agree and acknowledge that Licensee shall pay to Licensor within thirty (30) days of receipt of an invoice a "Capital Contribution Fee" in the amount of Fifty Thousand Seven Hundred Thirteen and 00/100 Dollars (\$50,713.00) which fee represents Licensee's contribution for costs associated with tower modifications required to accommodate the installation of Licensee's Equipment.

AGREED UPON BY BOTH PARTIES ON [date]:

Licensor:

Licensee:

Name, Title, and Contact Information

Name, Title, and Contact Information

Signature

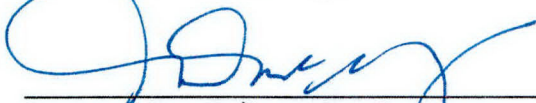
Signature



DOCUMENT ROUTING FORM

Consent to Sublicense Agreement

Title of document to be signed



Program Manager/Supervisor Signature

Carla Gresham

Your Name/Property Agent's Name

10/11/22

Date

Print name of City Attorney: Delmar Williams

See email

City Attorney Initials

Date of City Attorney Approval: 12/13/2021

Explanation/Notes:

ATC is seeking the city's consent to enter into a sublicense agreement with the DEA. This will allow the DEA to collocate its public safety equipment on the Mt. Woodson property. This is a month to month agreement.

Attachments:

Consent to License Agree

Nora Posting

Email from CAO

Deputy Signature: LC

Date: 10/13/22

** For voids, please provide specific information detailing the reason for the void.**



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: October 11, 2022

TO: Penny Maus, Director, Department of Real Estate and Airport Management

FROM: Carla Gresham, Supervising Property Agent, Department of Real Estate and Airport Management via Lucy Contreras, Deputy Director of Real Estate, Department of Real Estate and Airport Management

Subject: Consent to Sublicense – American Tower Corporation, Inc./Drug Enforcement Agency: Mt. Woodson Communications Facility

Background & Purpose:

The City of San Diego has an agreement with American Tower Corporation, Inc (ATC) for a telecommunications site on Mt. Woodson. ATC is seeking the City's consent to enter into a sublicense agreement with the Drug Enforcement Agency (DEA). The DEA is proposing to place its public safety equipment on the tower owned by ATC. This is a critical site for the DEA for placement of their public safety equipment. ATC currently has nine (9) sublessees on their tower; if approved there would be a total of ten (10) sublessees.

Lease Agreement History for the Property

On January 12, 2006, the City entered into a five (5) year Lease with ATC, with the right to extend for two (2) additional terms of five (5) years each, for the installation and operation of a communications facility located on Mt. Woodson. This is a month to month agreement which was placed in a holdover status in January 2021. The City is currently negotiating a new license agreement with ATC.

This Consent will allow ATC to enter into a sublicense agreement with the DEA, thereby allowing the DEA to install its public safety equipment on ATC's tower. This equipment will provide a critical expansion of the DEA's network.

Pursuant to the terms of the underlying agreement, the City will generate approximately \$11,538.00 in additional rent in the first year, which will escalate by 3% per year. Rent received for this site is deposited in the General Fund.

Discussion:

The Consent to sublicense is ready for review and signature. The DEA has requested the City expedite the agreement so that equipment may be installed as soon as possible.

Market Rent Valuation

Rent is established per the terms of the underlying agreement. The City will receive 50% of the gross income that ATC receives.

Insurance

Lessee has maintained the insurance coverages required by the Lease.

Rent Payment History

Lessee is current on percentage rent payments.

Processing Fee

Processing fee was received in March 2021.

Environmental Review

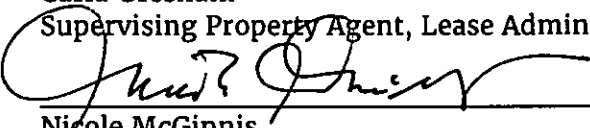
The City of San Diego conducted an environmental review and determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. Since the project would only allow for the sublease of an existing Wireless Communications Facility, the exemption was deemed appropriate. A NORA was processed and posted on July 23, 2020. No appeals were received.

RECOMMENDED FOR APPROVAL:

Carla Gresham

Carla Gresham

Supervising Property Agent, Lease Administration



Nicole McGinnis

Program Manager, Lease Administration

Attachments: Document Routing Form
Consent to License
DEA Site Lease
Original Lease and Amendment #1



THE CITY OF SAN DIEGO

Date of Notice July 23, 2020

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

SAP No. 11003679

PROJECT NAME/NUMBER: ATC Mt. Woodson/ N/A

COMMUNITY PLAN AREA: N/A

COUNCIL DISTRICTS: N/A

LOCATION: 17140 Mt. Woodson Road, Ramona, CA 92065-6838

PROJECT DESCRIPTION: The City of San Diego and the American Towers LLC (ATC) currently have a lease for a previously permitted and constructed Wireless Communication Facility (WCF). The proposed project would allow ATC to sublease a portion of space on its tower to the Drug Enforcement Agency (DEA). The project is located at a City of San Diego property located within the County of San Diego. The WCF would continue to operate and maintain existing antennas with an equipment shelter. The project site is developed and lacks sensitive resources.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Section 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego, Development Services Department

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review and determined that the project would qualify to be categorically exempt from CEQA pursuant to Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing facilities (public or private), involving negligible or no expansion of use beyond that existing at the time of the determination. Since the project would only allow for the sublease of an existing WCF the exemption was deemed appropriate. The project is located on a developed site and no environmental impacts were identified and none of the exceptions described in CEQA Guidelines Section 15300.2 apply.

DEVELOPMENT PROJECT MANAGER: Carla Gresham
MAILING ADDRESS: 1200 Third Avenue, Suite 1700 San Diego, CA 92101
PHONE NUMBER/EMAIL: (619) 236-6729/ CGresham@sandiego.gov

On July 23, 2020 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice and therefore the appeal would end on August 6, 2020. During the Statewide "Safer-at-Home" directive to reduce the spread of COVID-19, beginning March 19, 2020, appeals to the City Clerk must be filed by email or US Mail as follows:

- 1) Appeals filed via E-mail: Send the appeal by email to Hearings1@sandiego.gov; your email appeal will be acknowledged within 24 hours. The appeal application can be obtained here. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be postmarked within 5 business days of the date the appeal is filed.
- 2) Appeals filed via US Mail: Send the appeal by US Mail to City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. Appeals filed by US Mail must have a United States Postal Service (USPS) postmark by the appeal deadline to be considered valid. The appeal application can be obtained here. You must separately mail the required appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be postmarked within 5 business days of the date the appeal is filed.

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

