

CITY OF SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT

1200 Third Avenue, Suite 1700

San Diego, CA 92101

Fax: (619) 236-7606

ADDENDUM "A"

Revised Proposal Deadline Date: 4:00 p.m., Monday, September 14, 2015

**REQUEST FOR PROPOSALS
FOR THE LEASE OF THE CITY-OWNED
PROPERTY COMMONLY KNOWN AS "THE POLO FIELDS" LOCATED AT
14555 EL CAMINO REAL/14955 VIA DE LA VALLE
SAN DIEGO, CA 92101**

The following changes to the specifications are hereby made effective as though they were originally issued with the Request for Proposals. Proposers are reminded that all previous requirements to this solicitation remain in full force and effect.

1. The day listed on the "Cover Page" of the Request of Proposals has been corrected from "Thursday" September 14, 2015 to the correct day "Monday", September 14, 2015.

CITY OF SAN DIEGO REAL ESTATE ASSETS DEPARTMENT

Heidi E. Farst
Proposal Coordinator
(619) 236-6727

ADDENDUM "A"
July 15, 2015

THE CITY OF SAN DIEGO

REQUEST FOR PROPOSALS



**FOR THE LEASE
OF THE CITY-OWNED
PROPERTY COMMONLY KNOWN AS “THE POLO FIELDS” AND LOCATED AT
14555 EL CAMINO REAL/14955 VIA DE LA VALLE
APN 302-261-01
SAN DIEGO, CA 92130**

PROPOSAL DEADLINE: 4:00 p.m. Monday
September 14, 2015

LOCATION: Real Estate Assets Department
17th Floor, Civic Center Plaza
1200 Third Avenue, Suite 1700
San Diego, CA 92101

CONTACT PERSON: Heide E. Farst
TELEPHONE: (619) 236-6727

ADDENDUM “A”
July 15, 2015

THE CITY OF SAN DIEGO

REQUEST FOR PROPOSALS



**FOR THE LEASE
OF THE CITY-OWNED
PROPERTY COMMONLY KNOWN AS “THE POLO FIELDS” AND LOCATED AT
14555 EL CAMINO REAL/14955 VIA DE LA VALLE
APN 302-261-01
SAN DIEGO, CA 92130**

**PROPOSAL DEADLINE: 4:00 p.m. Thursday
September 14, 2015**

**LOCATION: Real Estate Assets Department
17th Floor, Civic Center Plaza
1200 Third Avenue, Suite 1700
San Diego, CA 92101**

**CONTACT PERSON: Heide E. Farst
TELEPHONE: (619) 236-6727**

The City of San Diego (City) is inviting proposals from qualified firms or individuals, hereafter referred to as Proposers, to lease the City-owned real property commonly known as the “Polo Fields” and located at 14555 El Camino Real/14955 Via de La Valle (Property). The City is seeking proposals that will serve the needs of the local and regional community in the best interest of the public and in conformance with all applicable laws and with all terms and conditions of the applicable grant deed for the Property (described below). If this Request For Proposals (RFP) is awarded, leasing of the Property shall be pursuant to a lease agreement (Lease) to be negotiated with the City and subject to separate San Diego City Council approval.

A. BACKGROUND

The Property consists of approximately one hundred twenty (120) acres located southeast of the corner of Via de La Valle and El Camino Real. As a City condition for approval of a certain development project involving the Fairbanks Ranch Country Club and land surrounding it, Watt Industries/San Diego, Inc. deeded to the City property, including the Property, in the San Dieguito Valley, with deed restrictions governing the subsequent use of the Property. For purposes of a request for proposals in October 1984, the one hundred twenty (120) acres was divided into two usable parcels, Parcel 1 (60 acres) and Parcel 2 (20 acres) with the forty (40) acres remaining as open space. In that request for proposals, Parcel 1 was designated for a polo facility and Parcel 2 was designated for an equestrian center.

On April 1, 1986, the City entered into a twenty-six (26) year lease agreement with Rancho Santa Fe Polo Club (Polo Club). The Polo Club’s lease expired on March 31, 2012. The Polo Club has occupied the Property on a month-to-month, holdover basis since April, 2012. The Property has been used for polo events, polo instruction, charity fundraiser events, soccer tournaments, lacrosse tournaments, sporting games for college recruitment, seasonal sales, boarding of horses, and youth soccer practice.

The Property is zoned AR-1-1, AR-1-2 and OF-1-1 and is legally described as Lot 1, Block Number 1, Fairbanks Country Club Subdivision, Map No. 10730 (see attached Exhibit “A”). The Property is also located within the San Dieguito River Park Concept Plan (Concept Plan) area and is subject to that Concept Plan. The Concept Plan calls for a segment of the public Coast to Crest Trail to be located along the southern fringe of the Property site (see attached Exhibit “B”). The existing facilities on the Property consist of sport fields, an event/grandstand area, a club house, portable stable areas, a lighted arena, several portable office trailers, a night watchman’s station, and trailer and equipment parking. There is also a reservoir, a pasture area, the public trail and parking (see attached Exhibit “C”).

Use of the Property is restricted pursuant to that certain Corporation Grant Deed (Deed) recorded October 24, 1983, in the San Diego County Recorder’s Office as Document No. 83-382964 (see attached Exhibit “D”). The Deed refers to the Property as the “Affected Land.” The deed restrictions, among other things, limit use of the Property

to primarily recreational, equestrian, and agricultural uses, and all of a non-commercial nature. The Property's allowed uses were restated by that certain Letter Agreement (Agreement) dated October 28, 2014, between Ocean Industries, Inc. (successor to WISD, Inc., formerly known as Watt Industries/San Diego, Inc.) and the City. The Deed, as restated by the Agreement, limits the uses of the Property (see attached Exhibit "E").

There is an applicable Site Development Permit No. 618626 (Project No. 169091) (SDP) issued by the Planning Commission of the City to the City, as owner, and the Rancho Santa Fe Polo Club (Permittee). The SDP No. 618626 (Permit) was recorded September 13, 2011, in the San Diego County Recorder's Office as Document No. 2011-0473204 (see attached Exhibit "F"). The SDP allows the continued use and maintenance of the horse exercise trail, continued operation of a public trail for use by equestrians and pedestrians, re-alignment of the trail to reduce its impact on areas where sensitive vegetation previously existed, and restoration of areas previously disturbed by trail maintenance outside of the limits of the re-aligned trail, all along the San Dieguito River. The SDP is a covenant running with the Property and all its requirements and conditions will be binding upon the successful Proposer who is awarded the Lease.

Under the Lease contemplated by this RFP, the City will reserve the right, without payment to the lessee, to reduce the leasehold area and adjust the legal boundaries on the western portion of the Property, for City purposes related to the El Camino Real Bridge improvement project as determined by the City.

B. TYPE OF PROPOSALS SOUGHT

The City's Real Estate Assets Department is seeking proposals to lease the Property for activities, programs and operations in accordance with the Deed and the Agreement.

Each proposal should reflect the City's goal to have an operator who provides a high level of service to the public while leasing the Property and who provides related activities in a fiscally responsible manner that preserves and improves the Property as a community resource for the benefit of the community.

Each Proposer, in preparing his/her proposal, should consider all applicable laws and available industry guidelines as applicable to open space, liability considerations, site development permits, public health standards, recreational operations, Americans with Disabilities Act (ADA) access, and the highest standards of maintenance of all facilities and equipment.

C. DEVELOPMENT/OPERATING PLAN

Proposals must include a conceptual plan for the Property, along with any proposed changes or additions to the existing facilities on the Property. Proposals shall include, at a minimum, detailed responses for the following requirements (Development/Operating Plan):

1. A preliminary site and floor plan showing the general location of all of the existing and any proposed capital improvements and/or major equipment on the Property, including a development schedule, a description of any demolition proposed, and a projection of development and construction costs. Drawings do not need to be detailed construction drawings but should be drawings to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of all proposed improvements and facilities.
2. A program plan providing a description of the planned programs and activities and/or services for the Property, including hours of operation and proposed fees and charges.
3. A proposed term of the Lease.
4. A financing plan.
5. An appraisal of the property to support financial projections.
6. A report detailing the projected economic impact of the proposal.

All aspects of the Development/Operating Plan, including proposed uses, improvements, and demolition, must be consistent with the Deed, the Agreement, and the SDP, and are subject to approval by the City.

The selected Proposer must provide the necessary trade fixtures and equipment needed to accommodate the level of service to be provided under the Lease. Title to those fixtures and equipment would remain vested in the selected Proposer until the end of the Lease.

D. PROPOSAL ELEMENTS AND ADDITIONAL LEASE AGREEMENT PROVISIONS

The City anticipates entering into the Lease with the selected Proposer (sometimes referred to as “Lessee” in the following provisions), to memorialize in detail the elements of the selected proposal. The following terms and conditions shall be incorporated into the Lease to be negotiated and executed between the selected Proposer and the City, subject to modification, deletion, and additional terms and conditions as determined by the City in the City’s sole discretion:

1. Uses. The use of the Property shall be for programs, activities, operations, and services as proposed in the successful proposal, and incidental purposes as approved in advance by the City, in conformance with the Deed and the Agreement.
2. Term. The proposed term must be justified by the Proposer on the basis of capital investment in improvements, equipment, facilities and in promoting the Property

to the general public. Only terms of ten (10) years or more will be considered. Longer terms may be available depending on the proposal and/or capital improvements proposed.

3. Minimum Rent. The Lessee shall pay Rent within thirty (30) days after the effective date of the Lease, and thereafter on a monthly basis. The annual minimum Rent shall be adjusted upward every five (5) years, based on increases in the Consumer Price Index as provided below. In no event shall the adjusted Rent be less than the Rent in existence immediately prior to the adjustment dates.
 - a. CPI Adjustments. On each fifth (5th) anniversary of the effective date, the Rent shall be adjusted to reflect any net increase in the Consumer Price Index for “All Urban Consumers” for Los Angeles/Riverside/Orange County, California (CPI) based on the average of the then three most recently published monthly indices just prior to each adjustment. If the CPI is no longer published, the index for adjustment shall be the U.S. Department of Labor’s “Comprehensive Official Index” most comparable to the CPI.
 - i. If the Rent adjustment is calculated using an index from a different base year than 1982-84, which equaled a base figure of 100 for the CPI, the base figure used shall first be converted under a formula supplied by the U.S. Department of Labor’s Bureau of Labor Statistics or its successor.
 - ii. If Department of Labor indices are no longer published, the City in its sole and absolute discretion may use another index deemed by the City to be reasonably comparable to the CPI, which shall then constitute the CPI under the Lease.
 - iii. The City’s failure to deliver timely notice of any Rent adjustment shall not constitute a waiver by the City of its rights hereunder.
 - b. CPI Adjustment Computation. Rent adjustments shall be calculated as follows:

The “adjustment multiplier” shall be calculated by dividing the “current index” by the “base index” as defined below:

 - i. The “current index” shall be the average of the three monthly indices most recently published before the adjustment date (Current Indices).
 - ii. The “base index” shall be the average of the same months’ indices published five (5) years prior to the Current Indices.

The “base figure” for calculating Rent shall be the dollar amount of Rent for the month immediately preceding the adjustment date. The “base figure” is then multiplied by the “adjustment multiplier” to determine the adjusted Rent, as follows:

$$(\text{CURRENT INDEX} \div \text{BASE INDEX}) \times \text{BASE FIGURE} = \text{ADJUSTED RENT}$$

- c. Percentage Rent. Percentage rents will be calculated on a calendar month basis and will be based on the gross monthly income resulting from the use of the Property.

The City, in its sole discretion, may approve another percentage rate or flat rate of rent for each other incidental service or operation supplementary to the allowed use(s) as may be approved in writing by the City prior to the commencement of such other service(s) or operation(s).

- 4. Payment for Ground Water. It is understood and agreed by City and Lessee that the Rent includes and covers Lessee’s right to pump and use water from any wells servicing the Property for allowed uses. However, if in the opinion of City an additional water charge is deemed warranted for underground water pumped from wells, the City shall notify Lessee in writing one year prior to implementation of the additional water charge (Water Charge). The Water Charge shall be a percentage of the cost of untreated water and will be determined solely by City, who shall have the right to periodically adjust the Water Charge upward or downward to reflect changes in the cost of untreated water as determined by the City’s Water Department. The Water Charge shall be payable in arrears on a quarterly basis. All costs associated with the use of ground water shall be at Lessee’s sole cost and expense.
- 5. Water Charge Formula. The Water Charge shall be reviewed and adjusted, if necessary, each year on January 1. The Water Charge will be calculated using the San Diego County Water Authority (CWA) raw water cost to the City, and take into consideration credit for water pumping cost, infrastructure costs related to the well, water returned to groundwater, and water quality. Water pumping cost shall be the utility cost to bring the water to the well head at 40-60 pounds per square inch (PSI). Infrastructure cost is the cost of maintaining the pump and well. Water quality relates to the quality of water, location in the valley, and approved leasehold use.
- 6. Water Conservation. Lessee shall practice water conservation and abide by all applicable water conservation and storm water related requirements. Lessee shall pay any additional water costs resulting from excess water use beyond recommended levels established by the City’s Water Conservation Manager or CWA. In times when CWA determines that there is a water emergency, or when

voluntary or mandatory water use restrictions exist, Lessee's non-compliance may result in penalties, including without limitation Lessee's payment of fines and corrective action needed to remedy violations. This Property is subject to metering and/or sub-metering to demonstrate compliance with these provisions. Failure to do so will constitute a Default under this lease. Groundwater supply use is restricted to night time hours

7. Water Service Termination. The Santa Fe Irrigation District currently provides the Property with temporary water service. This service may be terminated. The Lessee is responsible for evaluating water supply options if potable water is to be maintained on-site. Lessee will comply with all state and county requirements for the development of any new sources of supply to the site (recycled, groundwater, or other potable water supply sources). City does not guarantee water at site.
8. Delinquent Rent. If the Lessee fails to pay all or any part of the Rent or any other rent when due, the Lessee shall pay, in addition to the unpaid amount, five percent (5%) of the unpaid amount. If the Rent is still unpaid at the end of fifteen (15) days, the Lessee shall pay an additional five percent (5%) of the unpaid amount [for a total of ten percent (10%)], which is hereby mutually agreed by the parties to be appropriate to compensate the City for loss resulting from the delinquency, including lost interest, lost opportunities, legal costs, and the cost of servicing the delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payment of Rent be less than Twenty-Five Dollars (\$25) each time. In no event shall any penalties or default interest rates charged to the Lessee exceed the amount permitted under applicable law. After thirty (30) days past due, unpaid amounts due the City under the Lease may be referred to the City Treasurer for collection, and shall be subject to San Diego Municipal Code Section 22.1707, as may be amended from time to time. The Lessee shall pay to the City any collection-referral fee and all other fees and charges plus interest as may then be charged by the City Treasurer under authority of the San Diego Municipal Code. Acceptance of late charges and any portion of the late payment by the City shall neither constitute a waiver of the Lessee's breach or default with respect to the late payment nor prevent the City from exercising any other rights and remedies available at law or in equity. As required by law, the Lessee is hereby notified that a negative credit report may be submitted to a credit reporting agency if amounts due the City are not paid when due.
9. Unauthorized Use Charge. Lessee will pay City one hundred percent (100%) of the gross receipts for any service or use that is not permitted by the Lease. This payment is subject to the due date provided in the Lease for rental payments, and the provision for delinquent rent. The existence of the one hundred percent (100%) charge in this clause and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any City rights to terminate a service or use or to default Lessee for participating in or allowing any unauthorized use of the Property.

10. Time and Place of Payment. All payments to be paid by the Lessee under the Lease shall be made payable to the “*City Treasurer*” and be mailed to:

San Diego City Treasurer
P.O. Box 129030
San Diego, California 92112-9030

or hand delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

The City may change the place of payment at any time upon thirty (30) days written notice to the Lessee. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

11. Records. The selected Proposer shall keep complete and accurate accounting records, which shall be subject to City review at reasonable times to determine the nature and amounts of income from the activities on the Property. The records may be periodically audited by the City.
12. Right to Assign and Sublet. The selected Proposer may not assign the Lease or any interest therein and may not sublet any portion thereof without prior written approval from the City. Approval may be conditioned upon the proposed assignee agreeing to revisions to the Lease, to reflect market conditions or the City requirements that are then in effect. Also, no assignee will be approved who is not at least comparable to the original selected operator in financial and professional capabilities to operate the Property, as determined by the City.
13. Easements and Reservations.
- a. City hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Property. Lessee shall have the right, at Lessee’s sole cost and expense, to develop and use on the property all natural water necessary to carry out the proposed use, but it is expressly agreed that said water shall be used only on the property but shall not be used to supply water to any permanent building or structure. Lessee agrees that, upon termination of this agreement, it will leave any wells developed or used on the property during the term of the lease in good order and condition and that the casing shall be left in place.

- b. City reserves the right to grant and use easements or establish and use rights-of-way over, under, along and across the Property for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. City has the right to enter the Property for the purpose of making repairs to or developing municipal resources and services.

However, City shall not unreasonably or substantially interfere with Lessee's use of the Property and will reimburse Lessee for physical damages, if any, to the permanent improvements located on the Property resulting from City exercising the rights reserved in this section. Such reimbursement may include a reduction in the Rent proportionate to the amount of physical damage as determined by City. City will pay the costs of maintenance and repair of all City installations made pursuant to these reserved rights.

Notwithstanding the foregoing paragraph, the City reserves the right to reduce the leasehold area and adjust the legal boundaries on the western portion of the Property, for City purposes related to the El Camino Real Bridge improvement project as determined by the City. In exercising this right, City shall in no way be responsible for any business or physical damage to the Property or the leasehold thereon, but City shall reduce the Rent in proportion to the area so removed. In the event the removal of property does not leave sufficient area suitable for Lessee's uses, Lessee shall have the option to cancel the Lease effective as of the first day of the month in which such removal occurs.

- 14. Compliance with Laws. The selected Proposer, at its own cost, shall secure and maintain full compliance with all applicable municipal, county, state, and federal laws and regulations, now in effect or later, regarding all aspects of the Lease and activities at the Property.
- 15. Competent Management. Throughout the term of the lease agreement, Lessee shall provide competent management of the leased Property to the satisfaction of the City. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of the allowed use and related activities in a fiscally responsible manner.
- 16. Noise Abatement. Amplified sound, including air horns, shall be prohibited on the Property. Lessee shall use its reasonable best efforts to minimize noise on the Property during the early morning hours of all weekends, using such educational tools as meetings, signage, written notices to all users (including but not limited to all players, coaches, referees and sublessees), and by any other method that will result in the elimination of disturbance to the surrounding community.
- 17. Public Access Regulations. The general public shall have access to the Premises for the uses allowed under this Lease during Lessee's hours of operation. The

general public shall not be wholly or permanently excluded from any portion of the Premises. Lessee may apply reasonable restrictions, on a nondiscriminatory basis, for the general public's use of the Premises consistent with the allowed uses. Lessee shall comply with the following, and all in conformity with the Deed and the Agreement:

- a. A public trail, part of the Coast to Crest trail network ("Public Trail") (shown in blue on Exhibit "C") shall remain open to the public during daylight hours.
- b. The leasehold areas (shown in yellow on Exhibit "C") shall be open to the public during daylight hours for passive uses (i.e. spectating, picnicking), which do not interfere with the use of the leasehold by Lessee for maintenance, planting, watering, or other normal operations of the Lessee. The Lessee may reasonably direct the public to designated areas to provide a safety buffer between the public and the operations of the Lessee.
- c. Public access to the Property and the public trail shall be prohibited after daylight hours.
- d. Visible signage will need to be created and installed on the southern fence line to advise the public that the Public Trail on the Property is open to the public during daylight hours only.
- e. Motorized vehicles shall be allowed only where designated or directed by the Lessee.
- f. Due to safety considerations, certain areas of the Property must necessarily be limited to use by the Lessee, its agents, and its invitees only. For example, Areas 2, 3, 4, 5, 6, 12 and 13 on Exhibit "E" may be reserved for horse-related activities (i.e., corrals, barns, exercise facilities, etc.), if any. The public should not be permitted in hazardous areas without prior authorization from the Lessee.
- g. Notwithstanding any of the above, the Lessee may restrict public access to the Property during certain special events (i.e., charity fundraisers sponsored by the Lessee, charity fundraisers sponsored by groups other than the Lessee, tournaments, etc.). Such restrictions may be necessary in order to ensure that only ticketed spectators are allowed to attend special events.
- h. No animals, with the exception of horses and guide dogs, shall be allowed on the Property without prior authorization from the Lessee.

- i. The areas designated for particular uses on the color-coded site plan attached hereto as Exhibit “C” may be subject to change.

18. Special Provisions.

- a. No vehicles shall be allowed to park on the Property or at any entrance to the Property before 5 a.m.
- b. No construction or maintenance activity shall be allowed on the property before 8:00 a.m., or otherwise in violation of the San Diego Municipal Code.
- c. No large maintenance vehicles or machinery shall be used or operated on the Property before 8:00 a.m.
- d. Depending on the type of concession/food purveyor as determined by City, certain concession/food purveyors must be located at the northwest corner or the southwest corner of the Property.
- e. All organized users of the Property shall be notified that any use of the Property is at the discretion of and subject to reasonable conditions imposed by the City, and that no future use is implied or guaranteed.

19. Utilities. The selected Proposer may order and install utilities, subject to obtaining all necessary approvals and permits. In any event, the selected Proposer shall order, obtain and pay for all utilities and service and installation charges in connection with the Property.

20. Hazardous Substances. Lessee shall not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Property. Lessee and Lessee’s agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Property without City’s prior written consent. Lessee shall, prior to initiating any operations, obtain all required permits from 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, storing, or any other presence of a Hazardous Substance includes 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.

- a. Release. 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.
- b. Hazardous Substance. “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.
- c. Remediation. If Lessee’s occupancy, use, development, maintenance or restoration of the Property results in a release of a Hazardous Substance, Lessee shall pay all costs of remediation and removal to the City’s satisfaction for unrestricted reuse of the Property, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- d. Removal. If Lessee or Lessee’s contractor or agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances or hazardous wastes to the Property, Lessee and/or Lessee’s contractor or agent shall remove all Hazardous Substances and hazardous wastes in any type of container, equipment or device from the Property immediately upon or prior to the expiration or earlier termination of this Permit. Upon City’s request, Lessee shall deliver to City true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment or devices from the Property. Lessee shall be responsible for any and all costs incurred by City to remove any container, equipment or device requiring disposal or removal as required by this provision.
- e. Indemnity. Lessee shall protect, defend, indemnify, and hold City harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from Lessee’s occupancy, use, development, maintenance, or restoration of the Property, 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, Lessee’s officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- f. Notice of Release. If Lessee knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, Lessee 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. Lessee shall deliver a written report thereof to City within three (3) 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 Lessee 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, Lessee shall take all actions necessary to alleviate the danger. Lessee 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 Property.

21. Nondiscrimination. The selected Proposer shall not discriminate in any manner against any person by reason of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or disability in the use of the Property. The selected Proposer shall comply with the City's programs for equal employment opportunities. This program includes requiring the selected Proposer to submit a Work Force Report (see attached Exhibit "K"), and in some cases an Equal Opportunity Plan. The selected Proposer shall comply with the San Diego Municipal Code sections 22.4301-22.4308, which requires lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. The selected Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease.
22. Insurance. The selected Proposer shall be required to carry commercial general liability and property damage insurance, naming the City as an additional insured, in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence and subject to an annual aggregate of Four Million Dollars (\$4,000,000). The selected Proposer shall also release, indemnify, defend, and hold the City harmless from liability in connection with any and all operations and activities on the Property. The selected Proposer is required to carry a policy of fire, extended and special form insurance with replacement cost coverage on all permanent property of an insurable nature located upon the Property in an amount equal to the full replacement of all improvements. Liability limits are to be per site and not a cumulative limit.
23. Taxes. The selected Proposer must pay any and all taxes and assessments, including possessory interest taxes levied by reason of its possession, development, or use of the Property.
24. Default. The City will reserve the right to terminate the Lease in the event of selected Proposer's failure to pay any Rent within five (5) days of notice thereof, or to cure any curable default or breach within thirty (30) days of notice thereof.
25. Permits and Licenses. The selected Proposer will be required to obtain all necessary permits and licenses for the operations and activities on the Property, at Proposer's sole cost and expense. By selecting a proposal or executing the Lease, neither the City nor the City's Council is obligating itself to the selected Proposer or to any governmental agent, board, commission or agency with regard to any

other discretionary action relating to any occupancy, use, development, maintenance or restoration of the Property. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances and all other required governmental approvals.

26. Non-responsibility. The City hereby disclaims any responsibility, liability or obligation to issue any permits or licenses or to waive any legal requirement by reason of selecting a Proposer or executing the Lease with the selected Proposer.
27. Improvements and Alterations. All improvements, demolition, or alterations to the Property shall be in accordance with plans and specifications approved in writing by the City in advance and shall be at the sole cost and expense of the selected Proposer.
28. Maintenance. The Property is offered to be leased "as is" and all maintenance and repairs shall be the responsibility of the selected Proposer throughout the entire term of the Lease without expense to the City. The selected Proposer shall maintain the Property and all improvements thereon in a clean, safe and well-maintained condition throughout the term of the Lease, to the satisfaction of the City, and in compliance with all applicable laws. The selected Proposer, at its sole cost and expense, shall be responsible for the maintenance and repair of the Public Trail for the entire term of the Lease.
29. Ownership of Improvements. All improvements, except trade fixtures, installed on the Property during the term of the Lease shall become the property of the City, at the City's option, upon termination or expiration of the Lease. If the City elects, all improvements shall be removed from the Property at the termination or expiration of the Lease, at the selected Proposer's sole cost and expense. The selected Proposer must remove all trade fixtures and personal property upon termination or expiration without cost to the City or damage to the Property.
30. Hours of Operation. A regular schedule of days and hours of operation shall be established by the selected Proposer to best serve the public. Lessee will submit ninety (90) days prior to the end of each calendar year a schedule of any events, promotions, fundraisers, and/or tournaments, to be held on the Property. All schedules shall be subject to approval by the City.

E. RESPONSIBILITIES OF PROPOSERS

1. Each Proposer is responsible for making all investigations and examinations necessary for formulating proposals and developing and operating the Property. Submission of a Proposal will be considered evidence that Proposers have familiarized themselves with the nature and extent of the requirements.

2. Each Proposer shall complete the Lessee's and Sublessee's Questionnaire and Credit Information Request forms in their entirety (see attached Exhibit "G" and Exhibit "H").
3. The selected Proposer shall be responsible for obtaining all necessary approvals and permits to the satisfaction of the City.
4. Proposers may withdraw their proposals at any time prior to the selection of a Proposer, upon written notice to the City's Real Estate Assets Department.

F. PROPOSAL CONTENTS

All proposals must include as a minimum the information specified below. Failure to include the information shall be cause to deem a proposal non-responsive and result in its complete rejection. The inclusion of additional information that will assist the City in the evaluation is encouraged. The adequacy, depth and clarity of the proposal will influence, to a considerable degree, its evaluation, as further stated in Section J herein. The proposal submitted must be complete, and evaluation and selection of proposals shall be strictly based on the material contained in the proposals alone. Proposers are advised to submit thorough, complete proposals, since there will be no auction or competitive negotiation, and the City reserves the right to make a selection based solely on the information contained in submitted proposals.

The City will not be responsible for any costs incurred by Proposers in the preparation and submission of proposals. All materials submitted to the City become the property of the City and may not be returned.

Each proposal **MUST** include the following items:

1. **Identification**. The complete identity, including social security number, address, daytime phone number, and current employment of the Proposer; or the name of the organization, the organization's Federal Tax ID number and the names and addresses of the principals who will be responsible for the operation of the business and their position in the firm. If the business is a privately-held corporation, a listing of all stockholders, their interest in the company as related to percentage of ownership, and their interest, if any, in the operations of the entity must be included.
2. **Summary of Experience**. A resume or summary of the Proposer's experience, which must include a minimum of three (3) years in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal. The names and contact information from a minimum of three (3) references who have had experience with Proposer during the past five (5) years. If the Proposer is not going to be involved in the day-to-day operations of the Property, then the Proposer must include qualifications and

verification that all persons to be employed in management capacity at the Property are qualified sufficiently to satisfy the requirements of this RFP.

3. Financial Statements. Current financial statements, audited or prepared by a Certified Public Accountant, or tax returns for the preceding three years are required. Each Proposer shall submit a full and detailed statement of their true financial condition as of April 1, 2015, or as recent as possible if that date is not available. The statement shall include the Proposer's assets, liabilities and net worth, including the availability of operation capital and its source. If the Proposer plans to use borrowed capital, then the amount of borrowed capital proposed for the improvements and operation of the Property, and its source and terms of repayment, must be included in the financial statement.
4. Development/Operating Plan. The proposal must include a Development/Operating Plan, as detailed in Section C of this RFP.
5. Proposed Term. Proposed term of the Lease and the justification therefore in terms of the amount of investment.
6. Rental Offer. Rent to be offered as a guaranteed annual minimum rent and percentage rents by category to the City through the term of the Lease.

G. NONCONFORMING PROPOSALS

Proposers requesting deviations from the provisions of this RFP should specifically address the requested changes in their proposals. The City is not obligated to accept any proposal, whether conforming or nonconforming.

H. PRE-PROPOSAL INSPECTION

To give prospective Proposers an opportunity to view the site and conditions thereon, a pre-proposal inspection of the Property will be scheduled. It is strongly suggested that all Proposers attend this inspection. While attendance is not mandatory, it is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements prior to submitting a proposal.

Date of Pre-Proposal Inspection:

Thursday, July 23, 2015

Time: 9:00 a.m. to 11:00 a.m.

Place: The Clubhouse located at 14555 El Camino Real/14955 Via de La Valle, San Diego, CA 92130

Contact: Please contact the proposal coordinator, Heide Farst by July 22, 2015, at hfurst@sandiego.gov, phone (619) 236-6727; fax (619) 236-7606, if you are planning to attend.

I. PROPOSAL SUBMISSION

1. Due Date

Proposals must be received at the address listed below no later than 4:00 p.m. on Monday, September 14, 2015.

Proposals received after that time will not be considered.

2. Place of Delivery

All proposals should be delivered to:

City of San Diego
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101
Attn: Heide E. Farst

3. Performance Deposits

All proposals **MUST** include a cashier's check or certified check in the amount of Five Thousand Dollars (\$5,000), payable to "*City Treasurer*," as a faithful performance deposit to assure that, if the proposal is selected by the City, that Proposers will negotiate in good faith for a lease agreement containing substantially the same terms and conditions as set out in this RFP and in the selected proposal. No personal checks will be accepted and no interest will be paid on deposits.

4. Number of Copies

Proposers must submit five (5) complete copies of their proposals. All materials submitted by Proposers become the property of the City and may not be returned, with the exception of financial information as stated below. Financial documents, if clearly labeled "Financial Material/Confidential" and upon request, will be removed from each proposal and returned to the Proposer upon completion of the City's review.

5. Contact Person

The proposal coordinator is Heide Farst, Property Agent, City of San Diego. She can be reached at hfurst@saniego.gov, phone (619) 236-6727, fax (619) 236-6706, between 7:00 a.m. and 4:00 p.m., Monday through Friday.

J. PROPOSAL EVALUATION AND SELECTION

The City reserves the right to award this RFP and the prospect of the Lease to the proposal that will provide the best value to the City given the requirements of this RFP. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals at any time, including any proposals that have been scored or been the subject of oral interviews. The City also reserves the right to waive minor irregularities or variations to the specifications stated herein and in the bidding process.

Proposals shall be evaluated in a two-step process by an evaluation committee of qualified City staff, and if necessary other persons selected by the City.

In Step One, the committee will evaluate all responsive proposals based upon the information and materials contained in the proposals as submitted. The committee will then evaluate and score all responsive proposals, based on the evaluation criteria indicated below. The highest-scored proposals shall then be deemed finalists; if necessary, the City reserves the right to expand the number of finalists in the event of ties. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals received.

In Step Two, the finalists will be required to provide an oral presentation by appearing before the evaluation committee or by conference telephone call. The committee may inspect the finalists' facilities and perform other due diligence as it may determine. The committees will then re-score the finalists proposals based on the criteria stated in Item 6, below.

If the committee is satisfied that the proposal is sufficient for recommendation, the first-ranked Proposer resulting from this process will be recommended to the City Council for award. The recommended Proposer may then be required to appear before the City Council for award of the Lease.

Selection of the proposal to be recommended to the City Council for award of the Lease will be based on the evaluation criteria listed below:

1. **Responsiveness (Maximum 25 points):**

The extent to which a proposal clearly addresses the elements of this RFP, including: the overall quality, attractiveness, and thoroughness of the proposal; a complete and detailed explanation of how the Proposer will meet the minimum

requirements of the RFP; and understanding the needs, goals and objectives of the City, the Deed, the Agreement, and the SDP while providing the highest and best use of the Property.

2. Attractiveness of Rental Offer and Financial Projections (Maximum 20 points):

The City will give consideration to the amount of rent offered by the Proposer and the overall financial benefit of the proposal to the City. The proposal must provide a detailed breakeven analysis setting forth the point at which the Proposer will generate enough income to cover its expenses and begin generating an income. The proposal will be reviewed based on the attractiveness of, and demonstrated ability to achieve the revenue projections for the proposed term of the Lease and the likelihood of exceeding the breakeven point.

3. Professional Experience and Qualifications (Maximum 20 points):

The extent to which a Proposer demonstrates, among other things, the following: experience in successfully managing an operation of the type contemplated in this RFP and the proposal; understanding of public safety with respect to the Property and the Public Trail; and ability to implement the components of the proposal. The Proposer must have at a minimum three (3) years experience in the past five (5) years developing, managing and/or operating an establishment in the nature of that contained in the proposal.

4. Financial Capability (Maximum 25 points):

The extent to which a Proposer demonstrates, among other things, the following: the necessary financial capability and strength to successfully develop and operate the Property in accordance with the proposal and the Lease, including the possibility of obtaining bonding; ability to adequately staff the proposed operation on the Property; and possession of, or ability to obtain, additional financing to address unexpected or emergency circumstances at the Property.

5. Community/Public Service (Maximum 10 points):

The proposal will be evaluated based on the Proposer's overall ability to best serve the needs of the public by providing the most benefits which are accessible to all community members and the general public as articulated in the RFP.

6. Oral Presentation and Other Due Diligence (Maximum 10 points):

For those proposals deemed finalists after Step One, the Proposer shall be evaluated based on professionalism, commitment to the proposal, overall comportment and demonstration of the Proposer's superiority in accomplishing the proposal.

Total Points: 110

K. ADDITIONAL INFORMATION FROM PROPOSERS

Proposers shall include a response to the following in their proposal(s):

Has the Proposer received a negative performance evaluation (i.e., where the entity with whom the Proposer has a contract (the "contracting entity") notes that Proposer's performance is below the standards set forth in a contract or commercially acceptable standards), a cure notice, show cause notice, suspension of progress payments, or letters of direction (hereinafter collectively referred to as a "Contract Deficiency") on an agreement for developing, managing and/or operating an establishment in the nature of that contained in the proposal in the last five (5) years? Yes/No:_____. If "no," no further response is required. If "yes," Proposer shall in its proposal provide response to the following:

For each such Contract Deficiency during the last five (5) years, provide the name of the contracting entity, the contracting entity's contractor administrator, the contract administrator's entity's telephone number and address, a description of the Contract Deficiency, the time period at issue (i.e., the term of the contract, and each date in which a contract deficiency occurred and resolved, and how Proposer and contracting entity resolved each Contract Deficiency (i.e., what steps or measures were taken by Proposer to address or correct the negative performance evaluation, notice, or action, and whether the Contract Deficiency resulted in termination in whole or in part of the subject contract.

In addition, the City reserves the right to request information from Proposers beyond that specified in this RFP. As stated above, Proposers may be requested to physically appear before an evaluation committee, but will not be obligated to do so.

L. INCURRED COSTS

The City will not be responsible for any costs, expense or burden incurred by Proposers in the preparation and submission of proposals.

M. REVIEW OF PROPOSALS BY THE GENERAL PUBLIC

All proposals and all contents thereof received shall be considered confidential until the City's Real Estate Assets Department recommends a proposal to the City Council, at

which time all proposals and all contents thereof shall become public information and available to the public for review. Notwithstanding the foregoing, all financial statement portions of all proposals, if clearly marked "Financial Material/Confidential" by Proposer, shall be permanently considered confidential and, therefore, not available for public review.

N. CITY RIGHT TO REJECT ALL PROPOSALS

Notwithstanding any other provision of this RFP, the City reserves the right to reject all offers and proposals regarding this RFP and the Property, including those submitted by the Proposers who have any outstanding debt with the City.

O. QUALIFICATION OF PROPOSAL

THIS IS NOT A BID SOLICITATION AND THE CITY IS NOT OBLIGATED TO ACCEPT ANY PROPOSAL OR TO NEGOTIATE WITH ANY PROPOSER. THE CITY COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE OR LIABILITY. ALL TRANSACTIONS DISCUSSED, REFERENCED, OR IMPLIED HEREIN ARE SUBJECT TO FINAL APPROVAL BY THE CITY COUNCIL.

P. NON-DISCRIMINATION NOTICE

It is the policy of the City not to discriminate against the disabled in employment or provision of services. The information contained in this RFP will be made available in alternative formats to disabled persons upon request. It is the policy of the City to encourage equal opportunity in its contracts and leases. The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

Q. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM

Proposer understands that failure to comply with the following requirements and/or submitting false information in response to these requirements shall result in rejection of the proposal by the City and may result in debarment of the Proposer from participating in City contracts for a period of not less than one (1) year:

1. Equal Opportunity Contracting. Proposer acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk. Proposer and all of its subcontractors are individually responsible to abide by its contents.

Proposer shall insert the foregoing provisions in all subcontracts for any work covered by the proposal so that such provisions will be binding upon each subcontractor. Proposer agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program staff.

Proposer shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Proposer will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Proposer shall submit a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan, as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Proposer will take to achieve the City's commitment to equal employment opportunities. A copy of the Work Force Report is attached as Exhibit "I".

2. Equal Benefits. Proposer shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require lessees of City-owned property to offer the same employment benefits to employees with spouses and employees with domestic partners. Proposer shall certify that it will maintain such equal benefits throughout the term of the Lease, and shall submit a current Equal Benefits Ordinance Certification of Compliance (see attached Exhibit "J").
3. Local Business and Employment. Proposer acknowledges that the City seeks to promote employment and business opportunities for local residents and firms in all City contracts. Proposer shall, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with the proposal from local residents and firms as opportunities occur. Proposer shall hire qualified local residents and firms whenever feasible.

R. RETURN OF FAITHFUL PERFORMANCE DEPOSIT

All good faith deposits will be returned to unsuccessful Proposer(s) within thirty (30) days of final City Council approval of the selected Proposer. For the selected Proposer, the deposit will be applied to the Lease deposit upon completion of negotiations and execution of the Lease between the selected Proposer and the City. Should the selected Proposer unilaterally withdraw from Lease negotiations, the deposit shall be forfeited to the City.

S. ASBESTOS DISCLOSURE

Portions of certain structures on the Property may contain asbestos. By virtue of its submission of a proposal, Proposer acknowledges having received notice from City of the presence of such asbestos in accordance with Health and Safety Code Section 25915. Proposer shall indemnify and hold City harmless from any loss or claim which may result from existence of asbestos on the Property.

T. REAL ESTATE BROKER'S COMMISSION

The City will not pay a brokerage commission in this RFP.

U. SCHEDULE OF EXHIBITS

1. Exhibit "A" - Legal Description
2. Exhibit "B" - San Dieguito River Park Concept Plan (Coast to Crest Trail)
3. Exhibit "C" - Aerial Photo of the Property with Legend
4. Exhibit "D" - Corporation Grant Deed
5. Exhibit "E" - Letter Agreement dated October 28, 2014
6. Exhibit "F" - Site Development Permit No. 618626
7. Exhibit "G" - Lessee's and Sublessee's Questionnaire
8. Exhibit "H" - Credit Information Request
9. Exhibit "I" - Work Force Report
10. Exhibit "J" - Equal Benefits Ordinance Certification of Compliance

Exhibit "A"

Legal Description

That portion of Lot No. 1 of Fairbanks Ranch Country Club Unit No. 1, according to the Map thereof No. 10730, in the City of San Diego, filed in the Office of the County Recorder of the County of San Diego, State of California, described as follows:

Beginning at the Northerly terminus of the West line of said Lot 1; thence South 89°02'46" East along the boundary of Lot 1 a distance of 2,688.58 feet; thence North 00°36'06" East 20.00 feet; thence South 89°57'49" East 175.32 feet; thence 00°55'54" West 246.03 feet; thence South 65°34'37" East 227.34 feet; thence North 29°55'09" East 611.49 feet; thence South 72°03'30" East 587.57 feet; thence North 74°40'00" East 128.58 feet; thence North 23°11'55" East 106.62 feet; thence North 12°54'09" West 232.88 feet; thence North 46°58'30" West 143.63 feet; thence South 86°23'17" West 301.60 feet; thence North 19°19'23" East 163.19 feet; thence North 23°08'51" West 190.26 feet; thence North 29°08'26" East 12.54 feet to the beginning of a non-tangent 849.00-foot radius curve concave Northwesterly, a radial line to said point bears South 28°24'52" East; thence Northeasterly along the arc of said curve through a central angle of 23°43'57", a distance of 351.66 feet; thence leaving said curve along a non-tangent line North 41°16'49" East 63.42 feet to the beginning of a non-tangent 540.00-foot radius curve concave Northwesterly, a radial line to said point bears South 48°43'11" East; thence Northeasterly, along the arc of said curve through a central angle of 32°41'21", a distance of 308.09 feet; thence leaving said curve along a non-tangent line South 87°36'22" East 1,474.63 feet; thence leaving the boundary of said Lot 1 South 42°52'00" West 850.00 feet; thence South 41°20'34" West 522.34 feet to the beginning of a tangent 3,135.00-foot radius curve concave Northwesterly; thence Southwesterly along the arc of said curve through a central angle of 21°38'43", a distance of 1,184.34 feet; thence leaving the arc of said curve along a radial line to said curve North 27°00'43" West 154.26 feet; thence North 53°39'49" West 120.00 feet; thence South 80°40'46" West 96.25 feet; thence South 25°51'38" West 95.00 feet; thence South 59°28'51" West 105.00 feet; thence North 66°12'16" West 80.00 feet; thence South 82°40'21" West 275.00 feet to the beginning of a tangent 175.00-foot radius curve concave Easterly; thence Southerly along the arc of said curve through a central angle of 94°23'35", a distance of 288.31 feet; thence South 11°43'14" East 132.00 feet; thence South 78°16'46" West 1,186.00 feet to the beginning of a tangent 2,930.00-foot radius curve concave Northerly; thence Westerly along the arc of said curve through a central angle of 809°12'35", a distance of 470.97 feet, thence leaving the arc of said curve along a non-tangent line South 83°52'53" West 553.67 feet to a line which is parallel with and 10.00 feet North of the South line of said Lot 1; thence North 89°28'00" West a distance of 625.91 feet to the West line of said Lot 1; thence along said West line North 00°24'12" West 722.48 feet and North 01°31'23" East 404.64 feet to the Point of Beginning, except that portion of Lot 1 dedicated for Via De La Valle by City Council Resolution 262466.

San Diego River Park Focused Planning Area All Landscape Units

LEGEND

- Project Boundary
- Landscape Unit Match Line
- Primary Roads
- Political Boundary
- Lakes / Water Bodies
- Stream Channels

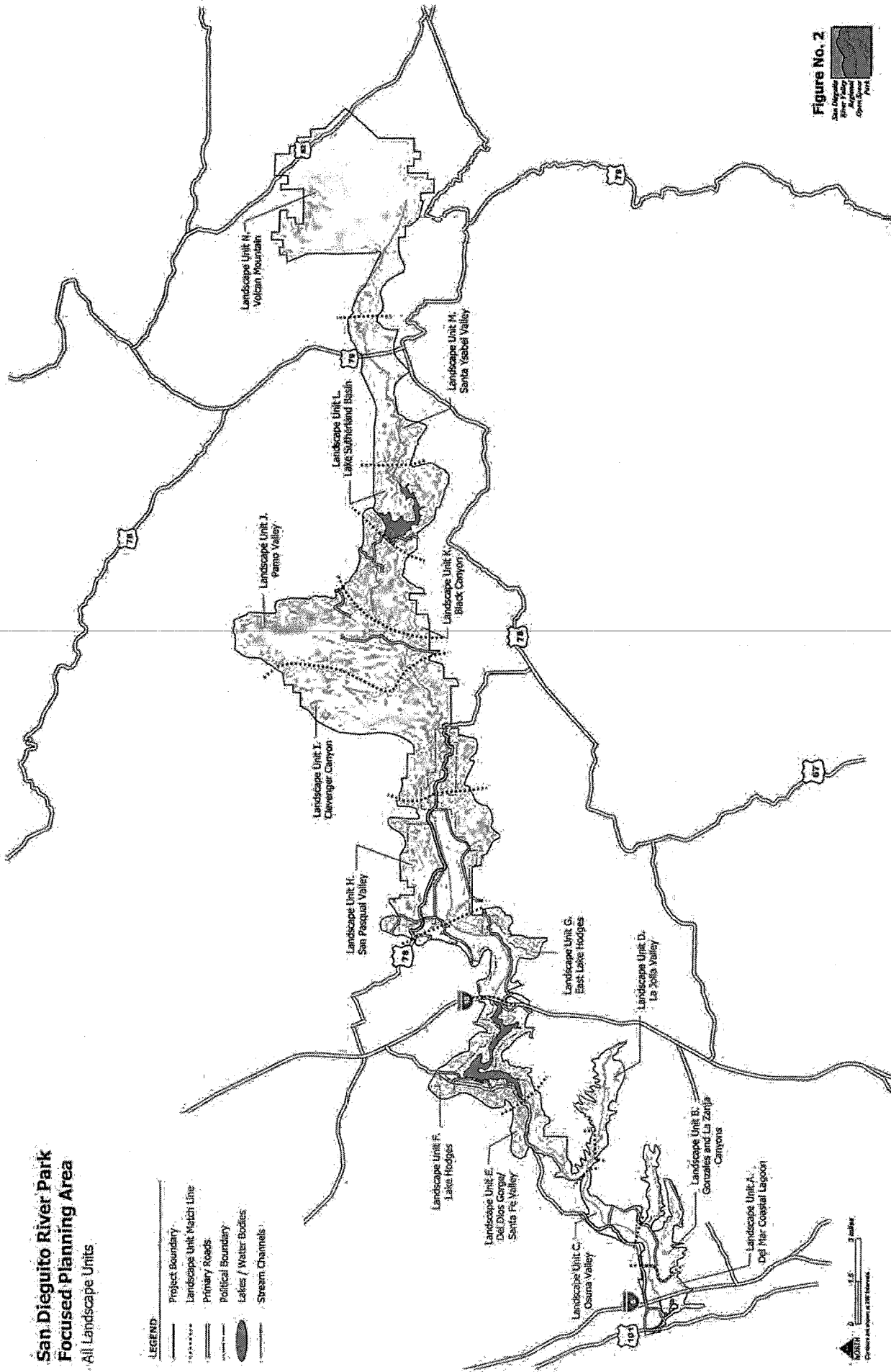


Figure No. 2
San Diego River Park
Focused Planning Area
Landscape Units

PARK FACILITIES

This section of the Concept Plan describes the major types of park facilities proposed for the San Dieguito River Park. Further discussion of proposed park projects is provided in "The Landscapes" section of this plan. As this is a concept plan, the proposed uses must be considered as conceptual in location, design and features. Specific decisions regarding the types of facilities, their location and design will occur either as master plans are developed for each landscape unit, or as funding is identified for a specific park proposal. The general location of major park facilities is illustrated in Figures No. 3A and 3B.

Coast To Crest Trail

An ambitious but achievable goal of the Concept Plan is to create a trail system that will extend from the ocean at Del Mar to the desert just east of Volcan Mountain - a distance of approximately 55 miles. This linear trail system, which has been designated the "Coast to Crest Trail," is intended to enhance public awareness and enjoyment of the park's unique environment by providing visitors with an opportunity to experience firsthand the many diverse resources of the Park.

These trails will also offer recreational opportunities, exercise, and family fun. Portions of the trail system will be used for nature trails and interpretation in an effort to promote continued appreciation of the Park and its many significant resources. The trail system will also connect the special features of the Park including the way-stations and other educational and interpretive opportunities proposed along the length of the FPA. Finally, the trail system may offer access where appropriate to places within the FPA that were previously unreachable.

At present the Concept Plan defines only a generalized trail corridor for the future Coast to Crest Trail, as shown in Figures 3A and 3B. Specific trail alignments will be defined in association with the development of future master plans, or when funding becomes available for a specific segment of the trail system. The final trail alignments will be designed in conformance with the Park Design and Development Standards presented in Appendix D. It is the intent of this plan to align future trails along existing rights-of-way and back country dirt roads whenever possible, in order to minimize impacts to the natural environment. It appears from site surveys that a vast majority of the proposed trail system can be accommodated within existing dirt roads or trails.

In order to reach all segments of the community, it is planned that the Coast to Crest Trail will consist of two separate trail types. There will be a hiking/equestrian trail and a separate suitably-surfaced bicycle/wheelchair/jogging path. Both trails will begin near the beach at Del Mar and run generally uninterrupted for 55 miles to the eastern FPA boundary. The recommended standards for these trails are provided in Table 1. It should be noted that the standards are to be used as guidelines and the trails may vary from the standards for short distances. Where possible, the two trails will not use the same alignment so that different experiences will be offered. For example, one trail may be high and offer spectacular views of the river valley, the mountains, and the ocean. The other trail may follow closer to the river and allow greater opportunities for bird watching and interpretation of natural resources.

Park Concept Plan Western Units

LEGEND

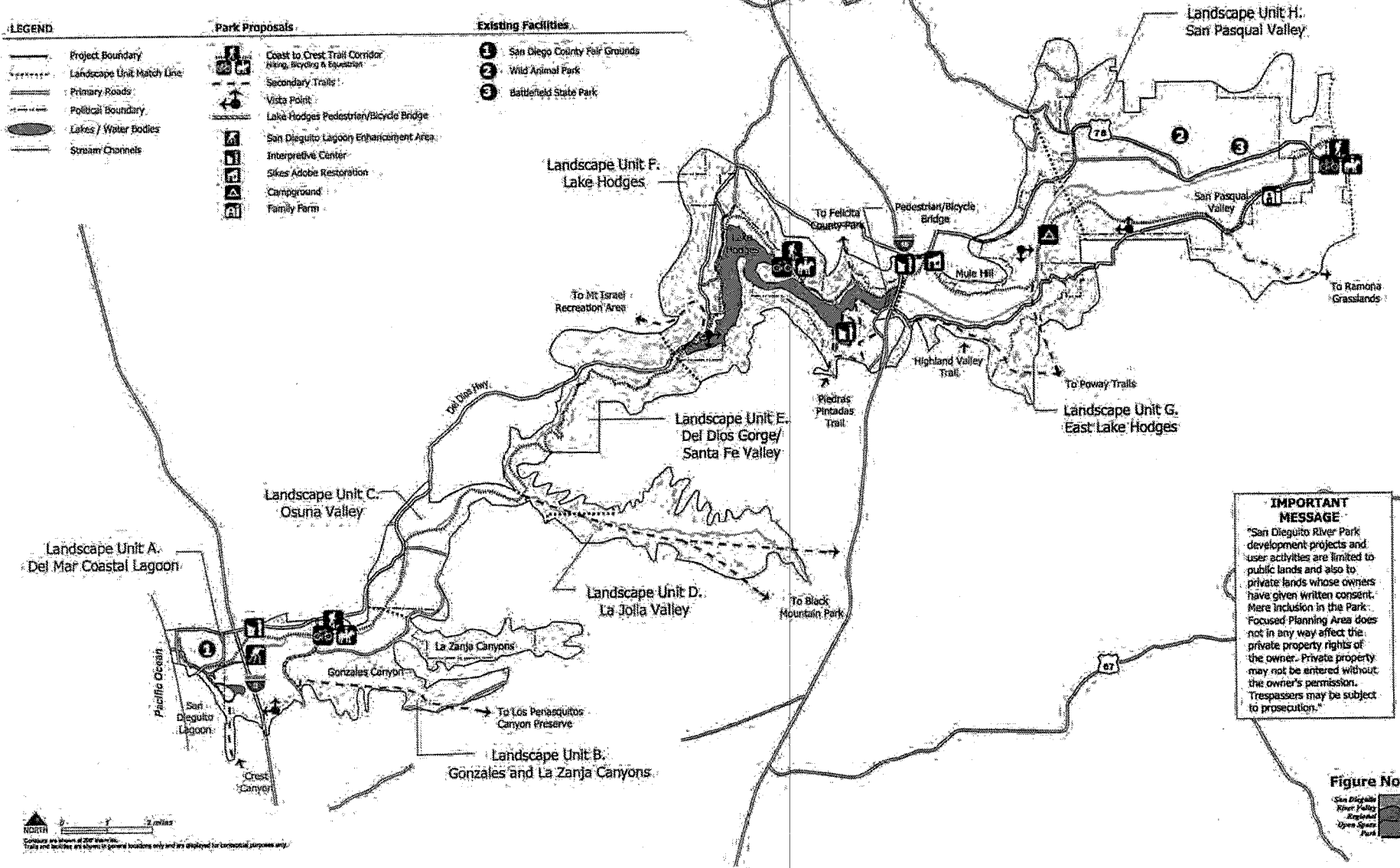
- Project Boundary
- Landscape Unit Match Line
- Primary Roads
- Political Boundary
- Lakes / Water Bodies
- Stream Channels

Park Proposals

- Coast to Crest Trail Corridor (Hiking, Bicycling & Equestrian)
- Secondary Trails
- Vista Point
- Lake Hodges Pedestrian/Bicycle Bridge
- San Dieguito Lagoon Enhancement Area
- Interpretive Center
- Sikes Adobe Restoration
- Campground
- Family Farm

Existing Facilities

- San Diego County Fair Grounds
- Wild Animal Park
- Battleground State Park



IMPORTANT MESSAGE

"San Dieguito River Park development projects and user activities are limited to public lands and also to private lands whose owners have given written consent. Mere Inclusion in the Park Focused Planning Area does not in any way affect the private property rights of the owner. Private property may not be entered without the owner's permission. Trespassers may be subject to prosecution."

Figure No. 3A



Park Concept Plan Eastern Units

LEGEND

- Project Boundary
- Landscape Unit Match Line
- Primary Roads
- Political Boundary
- Lakes / Water Bodies
- Stream Channels

Park Proposals

- Coast to Crest Trail Corridor
Hiking, Bicycling & Equestrian
- Secondary Trails
- Vista Point
- Campground
- Family Farm

Existing Facilities

- City of San Diego East San Pasqual Trails
- Cleveland National Forest
- Volcan Mountain Wilderness Preserve

IMPORTANT MESSAGE
 "San Dieguito River Park development projects and user activities are limited to public lands and also to private lands whose owners have given written consent. Mere inclusion in the Park Focused Planning Area does not in any way affect the private property rights of the owner. Private property may not be entered without the owner's permission. Trespassers may be subject to prosecution."

Landscape Unit I.
Clevenger Canyon

Landscape Unit J.
Pamo Valley

Landscape Unit L.
Lake Sutherland Basin

Landscape Unit K.
Black Canyon

Landscape Unit M.
Santa Ysabel Valley

Landscape Unit N.
Volcan Mountain

San Felipe Valley

Ironside Spring

Sutherland

Santa Ysabel

Clevenger Canyon

Boden Canyon

Pamo Valley

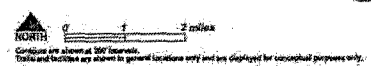
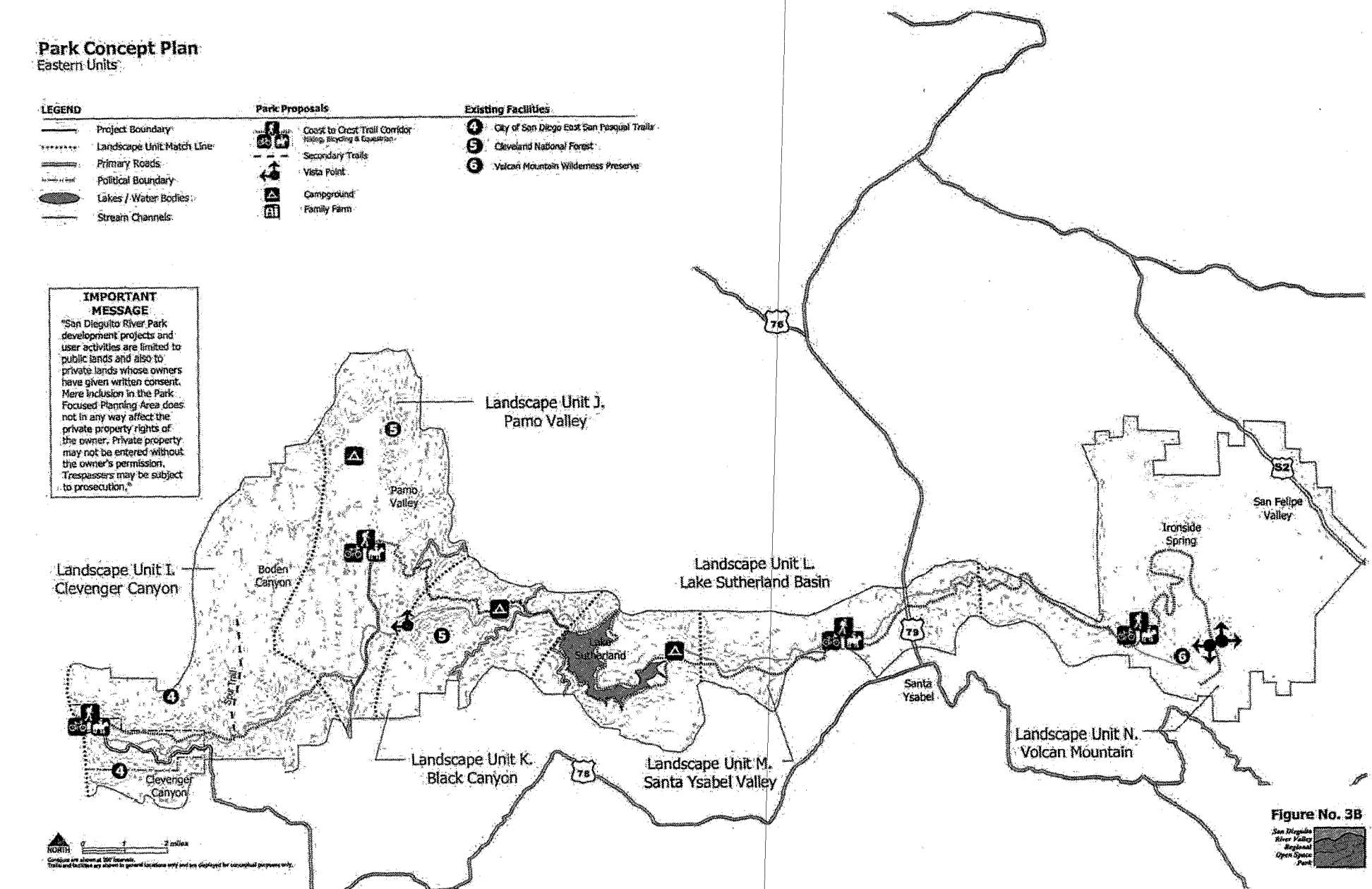


Figure No. 3B
 San Dieguito River Valley Regional Open Space Plan



PARK FACILITIES

The hiking/equestrian trail will be an average of four feet in width and will be shared by hikers and horseback riders. The surface of this trail will be native soil, and, wherever possible, existing rights-of-way and back country dirt roads will be used for the trail route. The trail will be aligned so as to avoid impacts to sensitive resources, where feasible, and to minimize conflicts with other types of recreational uses. Particular care will be taken in designing crossings of existing and planned roads, and at-grade crossings will be avoided whenever possible. For the most part, mountain bikes will not be permitted on this trail. Only certain segments of the hiking/equestrian trail will be signed to permit mountain bikes. These trail segments will occur in areas where existing dirt roads and fire trails will be used to accommodate the Coast to Crest Trail. Mountain bike users will be required to travel at reasonable speeds and to yield the right of way to equestrians and hikers.

The suitably-surfaced trail for bicycles, wheelchairs and joggers is envisioned to begin in Del Mar, traveling to Volcan Mountain at a design grade consistent where feasible with the requirements of the Americans With Disabilities Act (ADA) and utilizing existing dirt roads and trails whenever possible. To meet the needs of bicyclists and physically challenged park users, this path will be hard surfaced, utilizing material suitable to the environment in which the specific trail segment is to be constructed. Potential surfaces include concrete, asphalt, or stabilized soil. It is the intent of the Concept Plan that, to the extent possible, the entire hard-surfaced path will meet the requirements of the California Department of Transportation for Class I bike paths. However, there may be locations within the trail corridor where this is not possible, and the bike path would have to be located along existing streets. It is also the intent of the Plan that this path, where possible, be separated from streets and roads, in order to provide a safe and enjoyable park experience.

Although the beginning and destination points are the same, the two trails may follow different alignments to reduce conflicts between incompatible uses. Where feasible, the trails will follow different alignments, however, where topographic or environmental constraints require the trail alignments to be brought together, they may be separated by a vegetative barrier or a fence. When the trail alignments run side by side, they will be called "multi-use" trails.

The major trail system that currently exists within the Clevenger Canyon, Pamo Valley, and Black Canyon Landscape Units are part of the overall trail system for the Cleveland National Forest. Portions of these trails are designated by the Forest Service for mixed use, motorized and non-motorized use. As a result, the trails within the Forest that will be designated as the Coast to Crest Trail may be subject to mixed use in accordance with the Land and Resources Management Plan adopted by the U.S. Forest Service for the Cleveland National Forest. To reduce potential conflicts between users on these trails, a signage program should be developed in cooperation with the Forest Service that informs all trail users of the presence of mixed use activities on these portions of the Coast to Crest Trail and establishes specific regulations related to right-of-way and speed of travel. Where parallel routes do exist, efforts should be made to establish one trail for motorized use and one for non-motorized use. This Plan does not, however, advocate the construction of new parallel trails because of the potential impacts to sensitive resources within the Forest.

In addition to the above described trails, a number of secondary trails could be provided within the various landscape units. These trails will be planned for and designed in conjunction with

PARK FACILITIES

future master planning efforts or as funds are identified for a particular trail alignment. The types of secondary trails that could be provided include short nature trails, hiking only trails for side trips into rugged areas, mountain bike trails and trail connectors to other trail systems in the region such as those in Los Penasquitos Canyon Preserve, the Blue Sky Ranch Ecological Preserve, Kit Carson Park and the Mt. Israel Recreation Area.

During the master park planning process, trail linkages or connection points between the San Dieguito, River Park Trail system and adopted trails included in community plans (e.g., San Dieguito Community Plan and Ramona Community Plan) will be identified. Additionally, existing and new neighborhoods and communities are encouraged to develop trail plans that will identify trail linkages to the San Dieguito River Park Trail System.

All trails will be aligned to avoid impacts to sensitive resource areas, including sensitive biological areas, areas of significant cultural value, and important topographic and visual resources. If it is shown after site specific review that it is not possible to completely avoid these impacts, and there is no other way to provide a critical trail connection, then the unavoidable impacts will be mitigated in accordance with the mitigation measures provided in this plan. In addition, trail design and construction will comply with the Park Design and Development Standards presented in Appendix D of this Concept Plan.

Specific trail alignments will be developed in cooperation with landowners and leaseholders in order to minimize impacts to existing uses, such as farming, cattle ranching and private residences. In addition, when determining where a specific trail should be located, consideration shall be given to surrounding uses, both existing and planned for the area in an adopted land use plan. If sensitive uses, such as residential development or agricultural activities, occur or are envisioned by an adopted land use plan in proximity to the proposed trail, it may be necessary to align the trail away from the sensitive use so as to provide adequate separation between the trail and the existing or planned use. In an effort to minimize impacts to adjoining properties and uses, trails shall be adequately separated from existing uses through setbacks, significant elevational separation, and/or fencing; signage shall be provided along the trail to inform users to stay on the trail and to respect adjoining private property, and finally, the JPA shall develop a volunteer patrol program to ensure that park regulations are observed. In order to minimize impacts to both sensitive land uses and significant resources, the ultimate siting of future park amenities, including trails, will require a case by case analysis of site specific conditions. The Coast to Crest Trail will not be implemented on privately owned land without the property owner's consent, provided that when a property owner seeks a discretionary permit to develop his or her property where the land use agency under its policies would normally require a trail dedication (such as a major subdivision), the JPA will work with member agency staff and the property owner to identify appropriate trail alignments and to support such exactions as are normally made by the land use agencies incident to development proposals, including for trail purposes.

Motorized vehicles will be prohibited on the park's trails, except for service or emergency vehicles, or except as noted above in the National Forest. Care will be taken at trail entry points to ensure that unauthorized vehicles are unable to enter the trails illegally. Special structures, including bollards, pressure treated wood fences or posts, or rocks, can be installed at trail heads

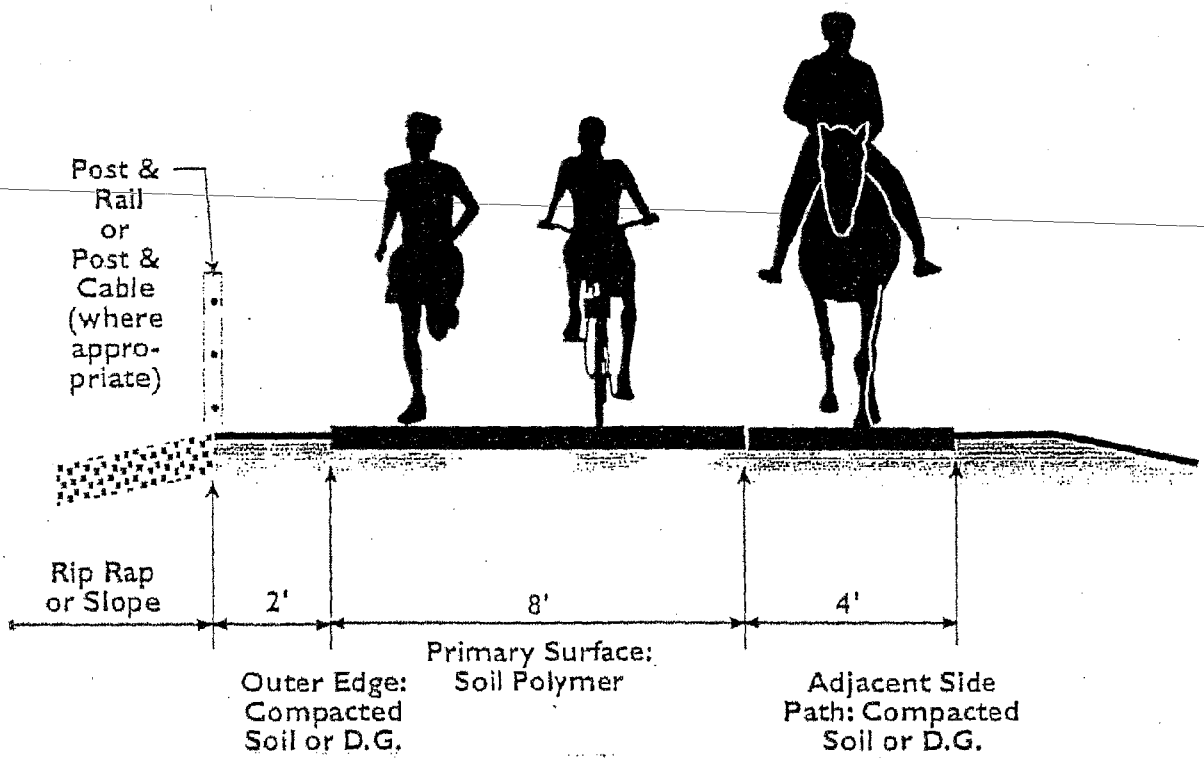
PARK FACILITIES

to prevent unauthorized vehicular travel. These barriers should be as unobtrusive as possible and still provide the necessary control.

Finally, existing informal or "voluntary" trails within the FPA may be closed and/or abandoned and revegetated in order to eliminate ongoing impacts to sensitive resources; to correct erosion or land use compatibility issues; or to eliminate unsafe conditions due to inadequate trail design.

Figure 3C shows a typical trail cross-section.

PARK FACILITIES



**Typical Section
Coast to Crest Trail
(Multi-Use Trail)**

Figure 3C

PARK FACILITIES

Table 1: Recommended Trail Standards

Hiking/Equestrian Trail

Tread Width	4 feet
Right of Way Width	10 feet
Clearance Width	8 feet
Vertical Clearance	12 feet
Cross Slope	2%
Design Grade	0-10%
Maximum Grade	12%
Recommended Surface	Native or Imported Soil
*Imported soil, such as decomposed granite, should complement the native soil color.	

Bicycle/Whole Access Trail

Tread Width	8 feet
Right of Way Width	15 feet
Clearance Width	12 feet
Vertical Clearance	8.5 feet
Cross Slope	2%
Design Grade	0-5%
Maximum Grade	10%
Recommended Surface	Stabilized soil, concrete, or asphalt

These recommended standards are to be used as guidelines, as the trails may vary from the standards.

PARK FACILITIES

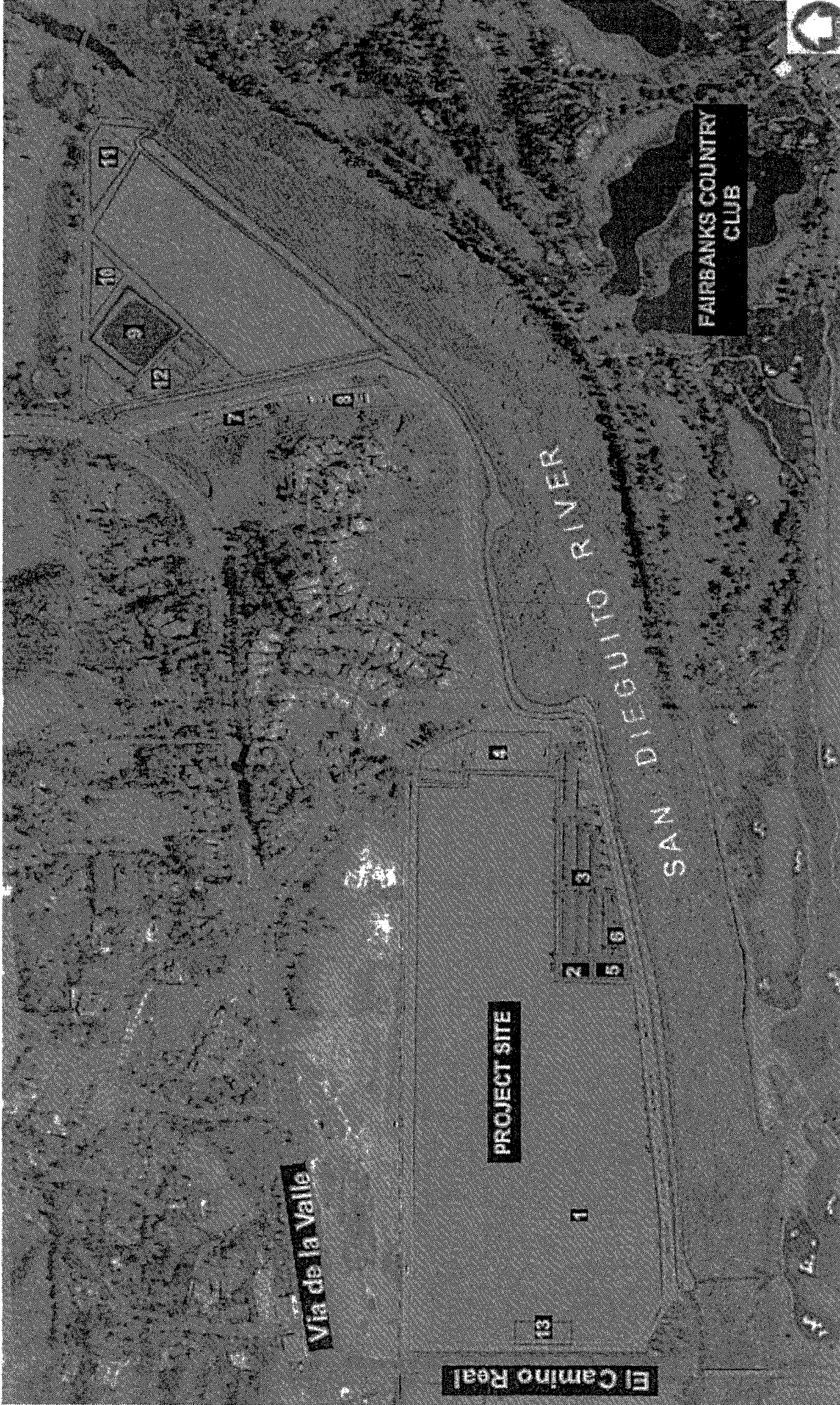
Multi-Use Trail

Tread Width	8-foot bicycle/whole access trail alongside a 4-foot hiking/eques. trail
Right of Way Width	24 feet
Clearance Width	16 feet
Vertical Clearance	12 feet
Cross Slope	2%
Design Grade	0-5%
Maximum Grade	10%
Recommended Surface	Stabilized soil, concrete, or asphalt for bicycle/whole access trail, native or imported soil for hiking/equestrian trail
-* Imported soil, such as decomposed granite, should complement the native soil color.	

Secondary Hiking Only Trails

Tread Width	3 feet
Right of Way Width	10 feet
Clearance Width	7 feet
Vertical Clearance	8 feet
Cross Slope	2%
Design Grade	0-10%
Maximum Grade	12%
Recommended Surface:	Native or Imported* Soil
*Imported soil, such as decomposed granite, should complement the native soil color.	

These recommended standards are to be used as guidelines, as the trails may vary from the standards.



El Camino Real

Via de la Valle

PROJECT SITE

FAIRBANKS COUNTRY CLUB

SAN DIEGUITO RIVER

LEGEND

- 1. Polo Field
- 2. Club Room
- 3. Main Stable Area
- 4. Polo School - Lighted Polo Arena, Stables
- 5. Parking
- 6. Tack Shop/Polo Office Trailers
- 7. Night Watchman's Station
- 8. Trailer and Equipment Parking
- 9. Reservoir
- 10. Pasture Area
- 11. Seasonal Stabling Area
- 12. Stables
- 13. Event Area/Grand Stand

Public Trail Linkages

RECORDING REQUESTED BY

Deed to open space lots and golf course lot in Fairview Country Club Unit No. 1

1878

382964

CITY CLERK
202 "C" ST.
SAN DIEGO CA
92101

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.
1983 OCT 24 PM 2:21
VERA L. LYLE
COUNTY RECORDER

MAIL TAX STATEMENTS TO
[]
[]
[]

NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

486-073-01

TO 1821 CA (12-74)

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

A.P.N.

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ none
() computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: () City of _____, and
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WATT INDUSTRIES/SAN DIEGO, INC.

a corporation organized under the laws of the State of California hereby GRANTS to
THE CITY OF SAN DIEGO, a municipal corporation

the following described real property in the City of San Diego
County of San Diego, State of California:

See legal description of property granted hereby set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

The covenants, conditions and restrictions set forth on Exhibit "B" attached hereto are by this reference made a part hereof.

RESERVING THEREFROM, until December 31, 2044, as a mineral interest and not as a royalty interest, all of the minerals of every kind, including, but not limited to, all oil, gas, hydrocarbons and associated substances in, under or that may be extracted, produced and saved from said real property but without the right of entry to the surface of said real property or the top 500 feet of the subsurface of said real property for the purposes of exploring for, developing and removing such materials.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary thereunto duly authorized.
Dated: September 19, 1983

WATT INDUSTRIES/SAN DIEGO, INC.
By [Signature] Vice President
By [Signature] Assistant Secretary

STATE OF CALIFORNIA } ss.
COUNTY OF San Diego
On September 19, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen C. Games known to me to be the Vice President, and Robert Mincer known to me to be the Asst. Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



WITNESS my hand and official seal.
Signature [Signature]

(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1879

EXHIBIT "A" TO GRANT DEED

Lots 1, 2, 4, 9 and 10 of Map No. 10730 of
FAIRBANKS COUNTRY CLUB NO. 1 filed in the
Office of the County Recorder of San Diego
County, on SEPTEMBER 29, 1983

This is to certify that the interest in real property conveyed
by this instrument to the City of San Diego, a municipal
corporation, is hereby accepted by the undersigned officer
on behalf of the City of San Diego, pursuant to authority
conferred by Resolution No. 198686, adopted by the Council
of the City of San Diego on December 18, 1969, and the
grantee consents to recordation thereof by its duly
authorized officer.

Dated 9-29-83 By [Signature]
ASSISTANT TO THE City Manager

AFTER RECORDING, MAIL TO CITY CLERK

R- 259343

EXHIBIT "B" TO GRANT DEED

BY THE CONVEYANCE AND ACCEPTANCE of this Grant Deed, WATT INDUSTRIES/SAN DIEGO, INC., a California corporation ("Grantor") and THE CITY OF SAN DIEGO, a municipal corporation ("Grantee"), declare, covenant and agree as follows:

1. Grantor is the owner, owns an interest in or is a partner of a partnership which is the owner (or formerly was such owner) of that certain real property located in the City of San Diego, County of San Diego, California, more particularly described as follows:

Lots 1 through 18, inclusive, of Parcel Map No. 12638 filed in the Office of the County Recorder of San Diego County on March 25, 1983

("Benefited Land").

2. Pursuant to that certain Percentage Lease between Grantor and Grantee approved by San Diego City Council Resolution No. R-257594 on December 6, 1982 ("Lease"), the real property conveyed by this Grant Deed consists of (a) premises leased for the purpose of constructing and maintaining a country club, golf course and related activities, more particularly described as follows:

Lot 2 of Map No. 10730 of FAIRBANKS COUNTRY CLUB NO. 1 filed in the Office of the County Recorder of San Diego County on SEPT. 29, 1983

("Country Club"), and (b) real property contiguous to the Country Club to be preserved and maintained as "Open Space" areas, more particularly described as follows:

Lots 1, 4, 9 and 10 of Map No. 10730 of FAIRBANKS COUNTRY CLUB NO. 1 filed in the Office of the County Recorder of San Diego County on SEPT. 29, 1983.

The Open Space is referred to herein as the "Affected Land", and, pursuant to the Lease, is to be maintained by Grantor.

3. The Affected Land is presently designated open space and as floodway zone, floodplain fringe zone and Agricultural zone (A-1-1) by the City of San Diego Progress Guide and General Plan, the Fairbanks Country Club Specific Plan and the City of San Diego's zoning maps.

4. Grantee for, and on behalf of itself, and on behalf of each successive owner, during its, his, her or their ownership of any portion of the Affected Land herein granted by Grantor to Grantee, and each person having any interest in the Affected land derived through any such owner, covenants, and agrees that it, he, she or they:

(a) Shall keep and preserve the Affected Land as Open Space in a natural condition as near as possible, or may permit it to be utilized for any or all of the following purposes and no others:

(i) All agricultural uses relating to the growing, harvesting, processing or selling of field or grain crops, fruit and vegetables;

(ii) Passive non-commercial recreational uses (e.g., picnicking, walking, hiking, and similar activities), and reasonable support facilities, including any restrooms and parking facilities as may be reasonably required, for such uses;

(iii) Active non-commercial recreational uses not involving large assemblages of people or automobiles, nor involving the use of motor-driven machines or vehicles (e.g., equestrian activities, jogging, Frisbee, and similar activities).

(b) Shall, notwithstanding any other provision hereof, prevent any of the following purposes, uses and activities from being conducted upon the Affected Land:

(i) Apiaries;

(ii) Aviaries;

(iii) Parking lots which are designated and intended to serve facilities located on the Affected Land other than as specifically allowed above;

(iv) Single-family dwellings;

(v) Churches, schools or day care facilities;

(vi) Public utility substations;

(vii) Raising, killing or dressing of livestock, poultry, fowl, rabbits or any other animal;

(viii) Airways, taxiways and pads of heliports and helistops;

(ix) Establishments or enterprises involving large assemblages of people or automobiles, including, but not limited to, recreational facilities publicly or privately operated;

(x) Fairgrounds;

(xi) Natural resources development and utilization, including, but not limited to, extracting, processing, storing, selling and distributing sand, gravel, rock, clay, decomposed granite and soil, and the manufacturing, producing, processing, storing, selling and distributing of asphaltic concrete, Portland Cement concrete, concrete products and clay products;

(xii) Racetracks;

(xiii) Travel trailer parks together with incidental facilities for the convenience of occupants;

(xiv) Dams and reservoirs;

(xv) Ground water replenishment works, including, but not limited to, diversion dams, percolation beds, spreading grounds and injection wells; provided, however, that desiltation facilities are expressly permitted to be built and maintained upon the Affected Land;

(xvi) Accessory buildings, other than as may be specifically allowed hereinabove, and uses customarily incidental to any of the above uses, including, but not limited to:

(A) The boarding and lodging of farm or other employees;

(B) Construction and maintenance of living quarters for farm or other employees with or without their immediate families;

(C) Lighted signs, commercial signs or unlighted signs, single-faced or double-faced exceeding 12 square feet in area for each face;

(xvii) Any other use similar in character to the uses, including accessory uses, enumerated in this section and inconsistent with the purpose and intent of this deed restriction.

5. (a) Grantee or its successors shall permit no use of the Affected Land in violation of the provisions hereof. In the event any use is contemplated which is not specifically permitted by the terms of this document, such use shall not be allowed without Grantee having first obtained Grantor's (or Grantor's successors') written consent thereto. Grantor or its successors shall not unreasonably withhold such consent. If Grantor or its successors disapprove a contemplated use, such disapproval shall be in writing and shall specify, with reasonable particularity, the reason(s) for such disapproval. If Grantor or its successors fail either to so approve or disapprove such contemplated use within thirty (30) days after the same have been submitted to Grantor or its successors, it shall be conclusively presumed that Grantor or its successors have approved such use. Such submission shall be deemed effective if Grantee submits its written request for consent to Grantor, or its corporate successors, and any homeowners associations in the Benefited Land area and posts signs describing such proposed use in at least twenty (20) locations reasonably calculated to give adequate notice of such proposed use to all of Grantor's successors.

(b) Grantor and Grantee agree that in the event of a dispute between them or their successors with respect to whether Grantor or its successors have unreasonably withheld their approval of a contemplated use submitted in accordance with the foregoing, they shall submit any such dispute to arbitration in accordance with the following provisions:

(i) Within fifteen (15) days after the written demand by either of the parties for arbitration, each of the

parties shall choose an arbitrator and give the other written notice of such choice, or in case of the failure of either party so to do, the other party shall have the right to appoint an arbitrator to represent the defaulting party. The two arbitrators thus appointed (in either manner) shall select and appoint in writing a third arbitrator and give written notice thereof to Grantor and Grantee or their successors, or if within ten (10) days after the appointment of said second arbitrator, the two arbitrators shall fail to appoint a third, then either party shall have the right to make application to the Superior Court of San Diego County to appoint such third arbitrator.

(ii) The three arbitrators so appointed (in either manner) shall promptly fix a convenient time and place for hearing the matter to be arbitrated and shall give written notice thereof to each party at least ten (10) days prior to the date so fixed. The hearing date shall be set for not more than sixty (60) days from the date of the demand for arbitration unless it is necessary to apply to the Superior Court for appointment of a third arbitrator. In such latter event, the hearing date shall be set for not more than thirty (30) days after the date such third arbitrator is so appointed. The arbitrators shall, within ten (10) business days after the hearing, render their decision with respect to whether Grantor or its successors have unreasonably withheld their approval of a contemplated use submitted to them.

(iii) The decision or award of the majority of the arbitrators shall be final and nonappealable except that upon the satisfaction of the conditions set forth in Section 1286.4 of the California Code of Civil Procedure, the decision or award of the majority of the arbitrators may be vacated upon the grounds set forth in Section 1286.2 of said Code of Civil Procedure. Further, any decision or award of the majority of the arbitrators may, upon satisfaction of the conditions set forth in Section 1286.8 of the Code of Civil Procedure, be corrected in accordance with the provisions of Section 1286.6 of said Code of Civil Procedure.

(iv) If two of the three arbitrators first appointed as aforesaid shall fail to reach an agreement in the determination of the matter in question, the same shall be decided by three new arbitrators, who shall be appointed and shall proceed in the same manner and within the same time frame, as hereinabove set forth, and said process shall be repeated until a decision is finally reached by two of the three arbitrators selected.

(v) Each party shall pay the costs and fees of the arbitrator chosen by such party and shall pay one-half of such costs and fees of the third arbitrator.

(c) Neither Grantor nor its successors shall be liable in damages to anyone on whose behalf a contemplated use is submitted for approval. Every person who submits a contemplated use for approval, either directly or through Grantee, agrees that he, she or it will not bring any action or suit against Grantor or its successors to recover any such damages.

6. Notwithstanding any other provision hereof, for a period of ten (10) years following the date of execution of this Grant

Deed, Grantor, or its successors, shall have the right to acquire easements from Grantee, at no cost, for utilities and public right of way required by governmental agencies, including Grantee, to serve the Benefited Land.

7. Notwithstanding any other provision hereof, Grantee shall have the right to establish underground utility easements upon the Affected Land provided said easements do not adversely affect or interfere with Open Space or Golf Course activities conducted on the Country Club portion of the deeded property.

8. Notwithstanding any other provision hereof, Grantor reserves the right to relocate all or a portion of Via de la Valle upon the Affected Land upon the request of Grantee's City Engineer.

9. Notwithstanding any other provision hereof, Grantor reserves a water utility easement in gross, in, over, under and across the Affected Land and the Benefited Land, to serve the Country Club, for the purpose of importing water from public or private sources to benefit the Country Club. However, in exercising its rights under this provision, Grantor will not unreasonably interfere with Grantee's use of, nor the open space nature of, the Affected Land.

10. Notwithstanding any other provision hereof, Grantor shall be permitted to build and maintain upon the Affected Land no more than five (5) signs promoting and advertising Olympic Games and/or Grantor's real property development upon the Benefited Land and the Country Club portion of the deeded property. The locations, style and design of such signs shall be at Grantor's sole discretion, subject to applicable City ordinances, as shall the period of time during which such signs, or any of them, shall remain erected. In no event, however, shall any such signs remain erected after ten (10) years from the date of execution of this Grant Deed.

11. Monetary damages for the breach of the covenants contained herein are declared to be inadequate and Grantee or its successors may be enjoined by any court of competent jurisdiction from commencing or proceeding with the construction of any improvements to, or permitting any use upon, the Affected Land which are in violation of the covenants set forth herein, or, if an improvement is constructed, may be ordered by any court of competent jurisdiction to remove such improvements.

12. Each successive owner, during its, his, her or their ownership, of any portion of the Affected Land, and each person having any interest in the Affected land derived through any such owner, shall be bound hereby for the benefit of the Benefited Land. Each successive owner, during its, his, her or their ownership, of any portion of the Benefited land, and each person having any interest in the Benefited Land derived through the Grantor, shall be benefited by the covenants contained herein, it being intended that the burden and benefit of the covenants shall run with the land.

13. Any violation of the covenants herein contained shall be deemed to be a continuing violation hereof and no delay in the delivery of any notice of any violation hereof or in the enforcement of any rights or the seeking of any remedies provided hereunder shall constitute, or be deemed to constitute, a waiver of

the right to give such notice, enforce such right or seek such remedy at any time after the occurrence of such violation.

14. Except in the event of arbitration in accordance with Paragraph 5 above, if any owner(s) of the Affected Land or the Benefited land commences litigation for the judicial interpretation, enforcement or rescission hereof, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and other costs incurred.

15. The covenants herein contained are for the benefit of the Benefited Land and have been made with the intent of satisfying the requirements of Section 1468 of the California Civil Code.

16. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect the validity of any other term, covenant, condition, provision or agreement herein contained.

17. So long as WATT INDUSTRIES/SAN DIEGO, INC., a California corporation, its successors or assigns, or any partnership of which WATT INDUSTRIES/SAN DIEGO, INC. is a partner, owns any portion of the Benefited Land, and THE CITY OF SAN DIEGO, a municipal corporation, owns any portion of the Affected Land, the provisions contained within this Exhibit "B" to this Grant Deed may be terminated or amended by an instrument in writing executed by both and recorded in the Office of the County Recorder of San Diego County, California, without the need for approval by any other owner of any portion of the Benefited Land or the Affected Land. The term "successors or assigns" as used in this Paragraph only, shall mean the named corporation or any person or entity hereafter acquiring all of the then existing assets of the same by purchase, liquidation, merger or reorganization.

GRANTEE hereby accepts the above covenants, conditions and restrictions to this Grant Deed. These covenants, conditions and restrictions shall terminate and be of no further force or effect at 11:59 p.m. on December 31, 2044.

THE CITY OF SAN DIEGO

By *Jane Hoover*

ASSISTANT TO THE City Manager

APPROVED as to form and legality this 27 day of September, 1983.

JOHN W. WITT, City Attorney

By *J. W. Witt*

Deputy

1887

RECEIVED
CITY CLERK'S OFFICE
1983 OCT 27 11:50 AM
(R-84-27) REV: 1
SAN DIEGO, CALIF.

RESOLUTION NUMBER R- 259343

Adopted on SEP 27 1983

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the acceptance by the City Manager of that grant deed of WATT INDUSTRIES/SAN DIEGO, INC., a California corporation, executed in favor of The City of San Diego, bearing date of September 19, 1983, a copy of which deed is on file in the Office of the City Clerk as Document No. RR- 259343, granting to said City Lots 1, 2, 4, 9 and 10 of FAIRBANKS COUNTRY CLUB UNIT NO. 1, subject to the conditions and restrictions in the grant deed relating to utilization of the property for open space and related purposes for a period ending December 31, 2044, as more particularly described in said deed, be, and the same is hereby approved.

That the City Clerk is authorized and directed to forward the deed, and a certified copy of this resolution, attested by him under seal, to the Engineering Department for further handling.

APPROVED: John W. Witt, City Attorney

By C. M. Fitzgerald (For)
Harold O. Wilderhaug, Deputy

HOV:ps
9/15/83
Revised 9/21/83
Or. Dept: E&D
T.M.83-0355
W.O.830218
Form=r.deedr



F. 2085

RR- 259343
DOCUMENT NO.

FILED SEP 27 1983

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Deed of Watt Industries/San Diego,
Inc., to City of San Diego.

1886

1888

Passed and adopted by the Council of The City of San Diego
on SEP 27 1983, by the following vote:

YEAS: Cleator, McColl, Jones, Struiksma, Murphy, Martinez, Mayor Hedgecock.

NAYS: Mitchell, Gotch.

NOT PRESENT: None.

AUTHENTICATED BY:

ROGER HEDGECOCK
Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By MAYDELL L. PONTECORVO, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. R- 259343
passed and adopted by the Council of The City of San Diego,
California, on SEP 27 1983.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(SEAL)

By Maydell L. Pontecorvo, Deputy.

(R-96-1358)

RESOLUTION NUMBER R- _____

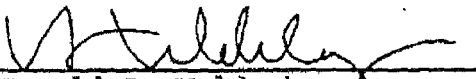
ADOPTED ON _____

BE IT RESOLVED, that an open space easement is hereby established over all of Lots 1, 4, 9 and 10, Fairbanks Country Club Unit No. 1, Subdivision Map 10730, and over all that portion of Lot 2 other than the approximately 17 acre portion of said lot which was previously excluded from the open space easement created on Subdivision Map 10730, and that no further above-ground buildings or structures shall be allowed to be constructed on such lots without the prior written approval of the City Manager, and then only if the City Manager determines that such building or structure does not significantly or adversely affect the open space character of the property; such lots shall be kept in a generally open or natural condition; in addition, this open space easement shall not create any rights in the public to enter onto such property and any public use of the property shall be subject to absolute control by the fee owners of the subject lots; further, that underground utilities may be installed within such open space areas, but only on the condition that the surface

be returned to its pre-existing condition upon installation of its facilities.

PROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:cdk
05/03/96
Or. Dept: REA
Aud. Cert:
R-96-1358
Form-r-t



THE CITY OF SAN DIEGO

October 28, 2014

Ocean Industries, Inc.
Attn: Christopher Chase, General Counsel
2716 Ocean Park Boulevard, Suite 2025
Santa Monica, CA 90405

Reference: CORPORATION GRANT DEED – Ocean Industries, Inc., successor by merger to WISD, Inc., formerly known as Watt Industries/San Diego, Inc., to The City of San Diego; San Diego Recorder's Document No. 83-382964 on October 24, 1983 ("Deed")

Dear Mr. Chase:

This letter is requesting the cooperation of Ocean Industries, Inc. ("Ocean") in making a restatement of its approved exceptions to the property-use restrictions contained in the above-referenced Deed.

As you know, the Deed granted The City of San Diego ("City") certain land in the Fairbanks Ranch area for use as a country club, golf course and open space. The City has been leasing a portion of the land, referred to in the Deed as the "Affected Land," for equestrian, polo, soccer and other purposes allowed under the Deed and by that certain letter ("Letter") dated August 5, 2002, from Christopher Chase to Tim C. Rothans, the City's Deputy Director of Real Estate Assets at the time. I have enclosed copies of the Deed and the Letter for your reference.

The City now intends to issue a Request for Proposals and negotiate a long-term lease of the Affected Land.

Ocean has represented to the City that Ocean is the successor in interest to Watt Industries/San Diego, Inc., the Grantor under the Deed. Accordingly, for clarity moving forward and to allow some latitude in the use of the Affected Land, the City would like to establish certain Ocean-approved exceptions to the Deed's use restrictions without being tenant-specific. This will greatly facilitate the Request for Proposals and futures lease transactions.

Pursuant to Deed section 5 (which allows the Grantor to consent to otherwise prohibited uses occurring on the Affected Land), the City proposes the following list of allowed uses of the Affected Land, which shall supersede the Letter:

1. Exhibitions (e.g., horse shows, dog shows, sports equipment testing/exhibitions/shows) and consecutive-day sporting/athletic tournaments ("Events"); provided that there shall be no more than twenty-five (25) such Events per calendar year cumulatively (not each).
2. Soccer, polo, lacrosse, and other sports practice and play, youth sports practice and competitions, and single-day sporting tournaments.
3. Seasonal holiday sales (e.g., Christmas tree and pumpkin sales).

Real Estate Assets Department

1200 Third Avenue, Suite 1200, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

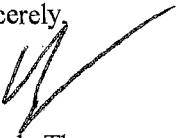
4. Parking and restrooms for uses such as those stated above and other incidental support facilities as reasonably required.
5. Up to (but not exceeding) six (6) livestock superintendants/groundskeepers living on site.

Ocean's consent to the foregoing will be subject to the following:

- A. Ocean's permission for the above uses, notwithstanding the Deed, will be valid until expressly revoked by Ocean or its successor-in-interest as "Grantor" under the Deed by written notice to City or its successor-in-interest as "Grantee" under the Deed, and need not be renewed annually or otherwise.
- B. City or City's tenant, whichever is in possession of the Affected Land at any time and from time to time, may decide (with whatever review/approval the City wants to maintain) the dates, terms, sponsors and organizers of each of the above allowed uses consistent with such entity's financial needs.
- C. The consent will be valid only for the Affected Land.

If Ocean agrees with this proposal, please have an authorized officer of the corporation sign below and return this letter to me for the City's records. Your assistance and cooperation with this matter is greatly appreciated.

Sincerely,


Cybele Thompson
Director, Real Estate Assets

Enclosures

cc: Kristi Geitz, Deputy Director
Heide E. Farst, Property Agent

THE UNDERSIGNED CONSENTS TO THE FOREGOING
AND AGREES TO AND ACCEPTS THE TERMS OF THIS
LETTER:

OCEAN INDUSTRIES, INC.

BY: Alleana B. Ryan DATE: 11/3/14
NAME: Allison M Lynch
TITLE: V.P.

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON SEP 13, 2011
DOCUMENT NUMBER 2011-0473204
Ernest J. Dranenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 1:33 PM

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: 23431709

SITE DEVELOPMENT PERMIT NO. 618626
RANCHO SANTA FE POLO CLUB - PROJECT NO. 169091 [MMRP]
PLANNING COMMISSION

This Site Development Permit No. 618626 is granted by the Planning Commission of the City of San Diego to the City of San Diego, a Municipal Corporation, Owner, and Rancho Santa Fe Polo Club, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504. The approximately 80-acre site is located at 14555 El Camino Real in the AR-1-1, AR-1-2 and OF-1-1 zones within the Fairbanks Ranch Specific Plan area. The project site is legally described as: Lot 1, Block Number 1, Fairbanks Country Club Subdivision, Map No. 10730

Subject to the terms and conditions set forth in this Permit, permission is granted to the Owner and Permittee to restore an existing public trail to be utilized by pedestrians and equestrians, restore wetland habitat impacted by unauthorized grading activity, and the creation of a new equestrian track for the existing Polo Field use within the AR-1-1, AR-1-2 and OF-1-1 zones, described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated July 14, 2011, on file in the Development Services Department.

The project shall include:

- a. A grading permit for the restoration of wetland habitat and recompaction of a 12-foot wide public trail adjacent to the San Dieguito River;
- b. Creation and maintenance of a private exercise track for equestrians within Field No. 4 of the polo fields;
- c. Landscaping (planting, irrigation and landscape related improvements);
- d. Off-street parking; and

- e. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Permittee and any successor(s) in interest.
4. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
5. Issuance of this Permit by the City of San Diego does not authorize the Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
6. The Permittee shall secure all necessary construction permits. The Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.
7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

8. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable, this Permit shall be void. However, in such an event, the Permittee shall have the right, by paying applicable processing fees, to bring a request for a new permit without the "invalid" conditions(s) back to the discretionary body which approved the Permit for a determination by that body as to whether all of the findings necessary for the issuance of the proposed permit can still be made in the absence of the "invalid" condition(s). Such hearing shall be a hearing de novo, and the discretionary body shall have the absolute right to approve, disapprove, or modify the proposed permit and the condition(s) contained therein.

9. The Permittee shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and all claims, actions, proceedings, damages, judgments, or costs, including attorney's fees, against the City or its agents, officers, or employees, relating to the issuance of this permit including, but not limited to, any action to attack, set aside, void, challenge, or annul this development approval and any environmental document or decision. The City will promptly notify Permittee of any claim, action, or proceeding and, if the City should fail to cooperate fully in the defense, the Permittee shall not thereafter be responsible to defend, indemnify, and hold harmless the City or its agents, officers, and employees. The City may elect to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification. In the event of such election, Permittee shall pay all of the costs related thereto, including without limitation reasonable attorney's fees and costs. In the event of a disagreement between the City and Permittee regarding litigation issues, the City shall have the authority to control the litigation and make litigation related decisions, including, but not limited to, settlement or other disposition of the matter. However, the Permittee shall not be required to pay or perform any settlement unless such settlement is approved by Permittee.

10. This Permit may be developed in phases. Each phase shall be constructed prior to sale or lease to individual owners or tenants to ensure that all development is consistent with the conditions and exhibits approved for each respective phase per the approved Exhibit "A."

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

11. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

12. The mitigation measures specified in the MMRP and outlined in Mitigated Negative Declaration No. 169091, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

13. The Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration No. 169091, to the satisfaction of the Development Services Department and the City Engineer. Prior to

issuance of any construction permit, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas: **Biology and Archeology (Cultural Resources)**.

ENGINEERING REQUIREMENTS:

14. Prior to the issuance of any construction permit, the Permittee shall obtain a bonded grading permit for the grading proposed for this project. All grading shall conform to requirements in accordance with the City of San Diego Municipal Code in a manner satisfactory to the City Engineer.

15. This project has been identified as being within the floodway of a Special Flood Hazard Area (San Dieguito River panel 1326F and 1327F Zone A). No increases to base-flood elevations are allowed. Prior to the issuance of the grading permit, a Registered Professional Engineer shall submit a hydraulic analysis showing the proposed grading to restore the flood elevations to the original level satisfactory to the City Engineer.

16. Prior to the issuance of any construction permits, the Permittee shall incorporate and show the type and location of all post-construction Best Management Practices (BMP's) on the final construction drawings, in accordance with the approved Water Quality Technical Report, satisfactory to the City Engineer.

17. Prior to the issuance of any construction permits, the Permittee shall enter into a Maintenance Agreement for the ongoing permanent BMP maintenance, satisfactory to the City Engineer.

18. Prior to the issuance of any construction permits, the Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the San Diego Municipal Code, into the construction plans or specifications, satisfactory to the City Engineer.

19. Development of this project shall comply with all requirements of State Water Resources Control Board (SWRCB) Order No. 99-08 DWQ and the Municipal Storm Water Permit, Order No. 2001-01(NPDES General Permit No. CAS000002 and CAS0108758), Waste Discharge Requirements for Discharges of Storm Water Runoff Associated With Construction Activity. In accordance with said permit, a Storm Water Pollution Prevention Plan (SWPPP) and a Monitoring Program Plan shall be implemented concurrently with the commencement of grading activities, and a Notice of Intent (NOI) shall be filed with the SWRCB.

20. A copy of the acknowledgment from the SWRCB that an NOI has been received for this project shall be filed with the City of San Diego when received; further, a copy of the completed NOI from the SWRCB showing the permit number for this project shall be filed with the City of San Diego when received. In addition, the owner(s) and subsequent owner(s) of any portion of the property covered by this grading permit and by SWRCB Order No. 99 08 DWQ, and any subsequent amendments thereto, shall comply with special provisions as set forth in SWRCB Order No. 99 08 DWQ.

LANDSCAPE REQUIREMENTS:

21. Prior to issuance of any engineering permits for grading, construction documents for the revegetation and hydroseeding of all disturbed land shall be submitted in accordance with the Landscape Standards and to the satisfaction of the Development Services Department. All plans shall be in substantial conformance to this permit (including Environmental conditions) and Exhibit 'A,' on file in the Office of the Development Services Department.

22. The Applicant shall be responsible for the establishment maintenance of all landscape improvements shown on the approved plans, consistent with the Landscape Standards and Exhibit 'A' San Diego Polo Club Trail Restoration Biological Technical Report, dated March, 2011.

23. Long-term Maintenance of restoration/enhancement areas shall be the responsibility of the Permittee for the life of the Permit.

24. If any required landscape (including existing or new plantings, hardscape, landscape features, etc.) indicated on the approved construction document plans is damaged or removed during demolition or construction, it shall be repaired and/or replaced in kind and equivalent size per the approved documents to the satisfaction of the Development Services Department Mitigation Monitoring Coordination staff within 30 days of damage.

PLANNING/DESIGN REQUIREMENTS:

25. No development shall occur within the 100-foot wetland buffer, as shown on Exhibit 'A', during the breeding season for the Clapper Rail, Least Bell's Vireo and Gnatcatcher, February 1st through September 15th. Development includes, but is not limited to, all grading, grubbing, revegetation, restoration, planting, and the construction of any structures including fencing.

26. Prior to the issuance of any construction permit, the applicant will notify Fish and Wildlife, Fish and Game, and the Army Corp of Engineers and any other appropriate State or Federal agency for any direct or indirect impacts to least bells vireo, light footed clapper rail, and/or impacts to wetland habitat identified adjacent to the Polo Fields. The City of San Diego cannot authorize the taking of least bells vireo or the light footed clapper rail nor convey third party beneficiary status for wetland impacts. Authorization for an incidental take permit can only be issued by the appropriate agencies. The applicant is required to obtain permits from the above agencies if the agencies determine the permits to be applicable. Once obtained, these permits are to be provided to MMC or the Development Services Department Permit Reviewer for verification of authorization prior to the issuance of any construction permit.

27. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

28. All construction activities (including staging areas) and post-construction activities shall be restricted to the development area (ie within the "Limits of work") as shown on the approved Exhibit A ". The project biologist shall monitor during construction activities and observe the site during the

5-year restoration/monitoring period as required to ensure that construction and post-construction activities do not encroach into biological sensitive areas (wetlands).

29. The private oval exercise track within Field 4 will be constructed and utilized as a modified "L" shape as noted on Plan Sheet 7, for the duration of Surf Cup Soccer's tenancy.

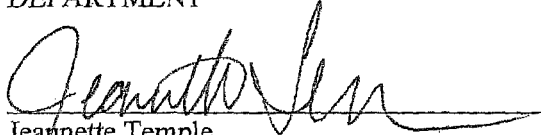
INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Planning Commission of the City of San Diego on July 14, 2011, and Resolution No. 4713-PC-2

Permit Type/PTS Approval No.: SDP No. 618626
Date of Approval: July 14, 2011

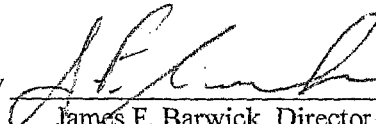
AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT


Jeannette Temple
Development Project Manager


**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego
Owner

By 
James F. Barwick, Director
Real Estate Assets Department

Rancho Santa Fe Polo Club
Permittee

By 
Ron Bonaguidi, Rancho Santa Fe Polo Club

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

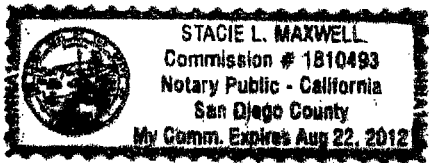
State of California

County of San Diego

On Sept. 7, 2011 before me, Stacie L. Maxwell Notary Public

personally appeared: Jeannette Temple

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Rancho Santa Fe Polo Club - PTS 149091

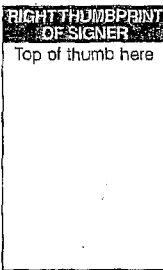
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

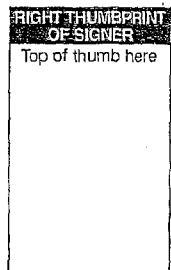
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

ORIGINAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On August 31, 2011 before me,

Teresa Dolores Morse, Notary Public

personally appeared

James F. Barwick



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Teresa Dolores Morse

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SDP # 618626 - Rancho Santa Fe Polo Club Proj # 168091

Document Date: July 14, 2011 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

Signer Is Representing:

ORIGINAL

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN DIEGO

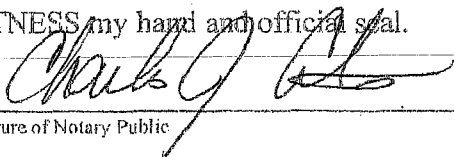
On AUGUST 23, 2011 before me, CHARLES J. CETOLA, Notary Public
(Here insert name and title of the officer)

personally appeared RON BORAGUIDI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

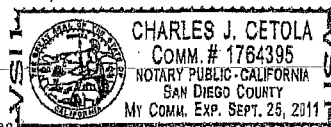
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

RESOLUTION NUMBER 4713-PC-1
ADOPTED ON JULY 14, 2011

WHEREAS, on January 7, 2009, Chris Collins submitted an application to the Development Services Department for Site Development Permit.

WHEREAS, the permit was set for a public hearing to be conducted by the Planning Commission of the City of San Diego; and

WHEREAS, the issue was heard by the Planning Commission on July 14, 2011, and

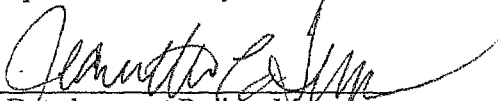
WHEREAS, the Planning Commission of the City of San Diego considered the issues discussed in Mitigated Negative Declaration No. 169091 NOW THEREFORE,

BE IT RESOLVED, by the Planning Commission of the City of San Diego, that it is hereby certified that Mitigated Negative Declaration No. 169091 has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code Section 21000 et seq.) as amended, and the State guidelines thereto (California Administration Code Section 15000 et seq.), that the report reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by the Planning Commission; directing STAFF to file a Notice of Determination.

BE IT FURTHER RESOLVED that the Planning Commission finds that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study and therefore, that said Mitigated Negative Declaration, a copy of which is attached hereto and incorporated by reference, is hereby approved.

BE IT FURTHER RESOLVED that pursuant to California Public Resources Code, Section 21081.6, the Planning Commission hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment, a copy of which is attached hereto and incorporated herein by reference.

By:


Development Project Manager

ATTACHMENT: Exhibit A, Mitigation Monitoring and Reporting Program

ORIGINAL

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM
SITE DEVELOPMENT PERMIT
PROJECT NO. 169091

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Entitlements Division, 1222 First Avenue, Fifth Floor, San Diego, CA 92101. All mitigation measures contained in the Mitigated Negative Declaration Project No. 169091 shall be made conditions of Site Development Permit as may be further described below.

V. MITIGATION, MONITORING AND REPORTING PROGRAM: To ensure that site development would avoid significant environmental impacts, a Mitigation, Monitoring, and Reporting Program (MMRP) is required. Compliance with the mitigation measures shall be the responsibility of the applicant. The mitigation measures are described below.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>
4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.
5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

ORIGINAL

B. GENERAL REQUIREMENTS – PART II

Post Plan Check (After permit issuance/Prior to start of construction)

- 1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division – 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**

- 2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 169091, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (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 of compliance with all other agency requirements or permits 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.
- 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.

NOTE: Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required to ensure the long term performance or implementation of

ORIGINAL

required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

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

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Approvals notes</i>
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General meeting	Consultant Const. Monitoring Exhibits	Prior to or at the Pre-Construction
Biology	Biology Reports	Avian Noise/Bird Surveys prior to construction
Bond Release Release	Request for Bond Release letter	Final MMRP inspections prior to Bond Letter

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL

CONSTRUCTION LANGUAGE IN PROXIMITY TO BIOLOGICAL RESOURCES:

1. Prior to the issuance of any grading permits and/or the first pre-construction meeting, the owner/permittee shall submit evidence to the ADD of LDR verifying that a qualified biologist has been retained to implement the biological resources mitigation program as detailed below (see A through D):

- A. Prior to the first pre-construction meeting, the applicant shall provide a letter of Verification to the ADD of LDR stating that a qualified Biologist, as defined in The City of San Diego Biological Resource Guidelines (BRG), has been retained to implement the revegetation plan.
- B. At least thirty days prior to the pre-construction meeting, a second letter shall be submitted to the MMC section which includes the name and contact information of the Biologist and the names of all persons involved in the Biological Monitoring of the project.
- C. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall verify that any special reports, maps, plans and time lines, such as but not limited to, revegetation plans, plant relocation requirements and timing, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.
- D. The qualified biologist (project biologist) shall attend the first preconstruction meeting.

ORIGINAL

2. The project biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance within and surrounding sensitive habitats as shown on the approved Exhibit A.

3. All construction activities (including staging areas) shall be restricted to the development area as shown on the approved Exhibit A. The project biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance as shown on the approved Exhibit A.

BIOLOGICAL RESOURCES

Habitat Mitigation (Direct Impacts)

1. Prior to the issuance of any notice to proceed, recordation of the first final map, and/or issuance of grading or construction permits the applicant shall provide for the restoration of 1.44 acres of Coastal Brackish Marsh impact, 4.32 acres of enhancement, and an additional .14 acres of onsite mitigation for the section of the abandoned horse exercise track (Coastal Sage Scrub seeding of abandoned track) for a total of 5.9 acres as required per the City's Environmentally Sensitive Lands (ESL) Ordinance to the satisfaction of the Assistant Deputy Director (ADD) Environmental Designee (per Table 1 below).

**Table 1
Summary of Habitat Impacts and Restoration Required**

Habitat	Total Acres within Parcel Lines#	Onsite Impact Acreage	Mitigation Ratio	Mitigation Required	Onsite Mitigation
Disturbed	78.18	6.25 (3.98 NOV +2.1 Field 5 + 0.12 Trail Conversion + 0.05 for trail extension)	0	0	0.14‡
Coastal sage scrub	13.33	0	2:1	0	0
Coastal Brackish Marsh	12.69	1.44	4:1	5.76*	5.76
Total	104.20	7.69		5.76	5.9

* Court order required restoration of impacted area (1.44) or a 1:1 ratio. ‡ Coastal sage scrub seeding of abandoned trail.

During construction and restoration the following mitigation measures shall be implemented for direct habitat impacts to reduce any potential indirect impacts or edge effects.

A. Best management practices (BMPs) will be implemented onsite during restoration to ensure that water quality will not be affected in San Dieguito River. Once restoration of the trail has occurred, native vegetation will ensure the slope is stabilized and will aide in slowing runoff into the river.

B. During construction and restoration, a temporary fiber roll will be placed on the toe of slope to keep silt from the construction area entering the creek. All BMPs that are listed in the storm water management plan will be implemented.

C. A staging area will be designated in which all fueling and maintenance of vehicles may take place. The staging area shall be a minimum of one hundred feet from the bank of the river. A spill kit shall also be located onsite to clean accidental spills. If a spill occurs, the City and agencies shall be notified immediately.

D. As specified by the Land Development Regulations, invasive plant species will not be used in the onsite landscaping and will be removed from the restoration project area and disposed of properly. This will allow native vegetation to reestablish itself along the bank of the river.

E. No trail lighting will be used.

F. Fencing and/or signage should be located along the trail to prevent people from entering the river and educating them on the value of the wetland habitat.

G. If the project biologist detects any problems, remedial measures will be recommended to the contractor to correct the problem.

2. a. Prior to the issuance of any construction permit, the applicant will notify Fish and Wildlife, Fish and Game, and the Army Corp of Engineers and any other appropriate State or Federal agency for any direct or indirect impacts to least bells vireo, light footed clapper rail, and/or impacts to wetlands habitat identified adjacent to the Polo Fields. The City of San Diego cannot authorize the taking of least bells vireo or the light footed clapper rail nor convey third party beneficiary status for wetland impacts. Authorization for an incidental take permit can only be issued by the appropriate agencies. The applicant is required to obtain permits from the above agencies if the agencies determine the permits to be applicable. Once obtained, these permits are to be provided to MMC or the Development Services Department Permit Reviewer for verification of authorization prior to the issuance of any construction permit.

b. The 100-foot wetland buffer will be established from the wetlands/river and extend 100'-0" out onto the Polo Fields property as shown on Exhibit "A".

GENERAL BIRD MITIGATION

BIOLOGY (General Birds) *(To be used in addition to BIO MMRP for qualifications and construction monitoring)*

1. No grading, construction, restoration, or revegetation is to occur within the 100-foot wetland buffer or adjacent to the river during breeding season February 1-September 15. CDFG Code 3503 States: "It is unlawful to take, possess, or needlessly destroy nest or eggs of any bird, except as otherwise provided by this code or any other regulation pursuant thereto."

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

ORIGINAL

1. Prior to the issuance of any grading/construction permit and prior to the first preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, RESTORATION, REVEGETATION OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN THE 100- FOOT WETLAND BUFFER, ADJACENT TO THE RIVER OR IN GNATCATCHER HABITAT BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER. WORK THAT OCCURS OUTSIDE OF THE BREEDING SEASON WILL NOT BE AUTHORIZED UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
 - I. BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
 - II. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN THE ONE HUNDRED FOOT WETLAND BUFFER OR ADJACENT TO THE RIVER.
- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 - I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.

ORIGINAL

- II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

LEAST BELL'S VIREO (State Endangered/Federally Endangered)

2. Prior to the issuance of any construction/grading permit and prior to the first preconstruction meeting), the City Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, REVEGETATION, RESTORATION OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN THE RIVER/WETLANDS OR WITHIN THE 100- FOOT WETLAND BUFFER BETWEEN MARCH 15 AND SEPTEMBER 15. CONSTRUCTION ACTIVITY WILL NOT OCCUR WITHIN THE RIVER/WETLANDS OR WITHIN THE 100- FOOT WETLAND BUFFER DURING THE BREEDING SEASON OF THE LEAST BELL'S VIREO.

Area Specific Management Directives (ASMD) for the Least Bell's Vireo

- Restore wetland habitat on 1.44 acres of land that were impacted during maintenance of the trail and enhance habitat through the removal of exotic species for an additional 4.49 acres of Clapper Rail habitat.
- Adhere to the Land Use Adjacency guidelines.
- A 100-foot buffer will be established from the edge of the restored wetlands. Passive existing uses that already occur onsite within this buffer will be the only allowed use in the buffer. Horse exercising, which had been conducted on the public trail, will now be around Field Four, well outside of the buffer.
- All activity, including restoration of habitat and the trail, fence installation, and non-native species removal will be monitored by a qualified biologist.
- To protect the adjacent wetlands from trespassing the edge of the trail will be fenced and signs installed. In addition, barrier plants, such as *Juncus acutus* (Spiny rush) may be installed.
- All restoration and revegetation activities within river/wetlands and within the 100- foot wetland buffer will be conducted outside of the Least Bell's Vireo Breeding season (March 15 to Sept. 15).
- All exotic plant removal will be done by hand and monitored by a qualified biologist. Exotic plant removal will be conducted outside of the Least Bell's Vireo Breeding season (March 15 to Sep 15).
- Continued implementation of the existing Manure control Plan on the Polo Fields.
- Implementation of the Cowbird Control Plan

LIGHT-FOOTED CLAPPER RAIL (State Endangered/Federally Endangered)

Prior to the issuance of any grading permit and prior to the first preconstruction meeting,

ORIGINAL

the City Manager (or appointed designee) shall verify that the following project requirements regarding the Light- Footed Clapper Rail are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, REVEGETATION, RESTORATION OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN THE RIVER/WETLANDS OR THE 100- FOOT WETLAND BUFFER BETWEEN FEBRUARY 1 AND SEPTEMBER 15, THE BREEDING SEASON OF THE Light-Footed Clapper Rail ,

Light Footed Clapper Rail (Compliance with MSCP Subarea Plan)

To ensure that the Polo Club is in compliance with the MSCP Subarea Plan, and the Area Specific Management Directives associated with the light footed clapper rail, the Polo Club will enact the following measures:

Area Specific Management Directives (ASMD) for the Light-footed Clapper Rail

- Restore wetland habitat on 1.44 acres of land that were impacted during maintenance of the trail and enhance habitat through the removal of exotic plant species for an additional 4.49 acres of light-footed clapper rail habitat.
- Adhere to the Land Use Adjacency guidelines.
- A 100-foot wetland buffer will be established from the edge of the restored wetlands. Passive existing uses that already occur onsite within this buffer will be the only allowed use in the buffer. Horse exercising, which had been conducted on the public trail will, now be around Field 4, well outside of the buffer.
- All activity, including restoration of habitat and the trail, fence installation, and non-native species removal will be monitored by a qualified biologist.
- To protect the adjacent wetlands from trespassing, the edge of the trail will be fenced and signs installed. In addition, barrier plants, such as *Juncus acutus* (Spiny rush) may be installed.
- All restoration and revegetation activities within the river/wetlands and within the 100 foot wetland buffer will be conducted outside of the light-footed clapper rail breeding season (February 1-September 15)
- All exotic plant removal will be done by hand and monitored by a qualified biologist. Exotic plant removal will be conducted outside of the light-footed clapper rail breeding season (February 1- September 15).
- Continued implementation of the existing Manure Control Plan on the Polo Fields.
- Implementation of the Cowbird Control Plan

1. Landscaping

As specified by the Land Development Regulations, invasive plant species will not be used in the onsite landscaping that is directly adjacent to the wetland and will be removed from the project area (within the river) and disposed of properly. This will allow native vegetation to re-establish itself along the bank of the river.

ORIGINAL

2. **Lighting**
No trail lighting is permitted.
3. **Site Protection**
Fencing and/or signage should be located along the trail to prevent people from entering the river and educating them on the value of the wetland habitat. Signs will be placed every 500' feet along the trail. Signs will state "Sensitive Habitat Do Not Enter" or other standard language as specified by the City of San Diego.
4. **Drainage/Toxics**
All drainage from the site will be controlled in a manner to ensure that sediment and toxics do not flow directly into the river. The project is proposing to use a native vegetated strip adjacent to the public trail to buffer the wetland. The exercise track will act as an infiltration devise. A study of the soil showed that water will not runoff the site but will be absorbed by the soil. The public trail will be angled to sheet flow towards the 9 foot wide vegetated buffer strip prior to entering the restoration area. In addition the restoration of the old track will aide in the creation of a vegetation buffer, that will hold the soil in place and help to lock toxics into the vegetation. The polo club will maintain the manure removal plan that is currently in place. This plan includes the daily collection of manure and storage of manure within designated bins onsite that are removed when filled. The public trail shall be maintained by the JPA, manure (from dogs and horses) and trash shall be removed on a regular basis (weekly at a minimum) and disposed of in a legal landfill.
5. **Noise**
Noise will not be increased to those above current levels. (See Attached noise study). The uses on the public trail are expected to be passive in nature and would not generate high levels of noise. The new exercise track is largely located outside of the wetland buffer and will be located to the north of the public trail and restoration area. This distance will aide in diminishing the sound of the tractor disking the track. Other than the disking the uses on the exercise track are passive and will not create much noise. This decrease in noise due to the tractor not disking an exercise track adjacent to the river will actually aid sensitive species within the river channel.
6. **Brush Management**
No brush management will occur within the wetland areas.

Cowbird Management Plan

Phase I

1. The San Diego Polo Club shall implement an aggressive manure management program for the polo club facilities, the private exercise trail, and the public trail. This program shall involve regular collection and disposal of horse manure. Currently, the Polo Club collects

ORIGINAL

manure on a daily basis and places it into bin in three designated locations. These bins are removed from the property on a regular basis (three to four times a week) by a Waste Management Service. All Bins to be located outside the 100'-0" wetland buffer area and covered and sealed with a tarp to discourage animals from seeing and using the manure.

2. The San Diego Polo Club shall restore native habitat as required by the project's Restoration Plan.

3. Baseline surveys for the least Bell's vireo shall be conducted on the subject property following USFWS survey protocol. Eight surveys at least 10 days apart from April 10 to July 31 between dawn and 11 am would be required per the protocol. Surveys should be performed by a qualified biologist familiar with the Least Bell's Vireo.

4. Baseline surveys for the brown-headed cowbird shall be conducted on the subject property following the guidelines established in the Brown headed Cowbird Management Techniques Manual, published by the Department of the Interior. The manual calls for point counts. Point counts would be done at the same time as the LBV surveys. All cowbirds observed would be recorded along with sex of the bird and the location of observation.

5. Locations of brown-headed cowbird within the limits of the San Diego Polo Club leasehold shall be mapped.

Phase II

6. If no LBV are located, continued LBV surveys will be conducted for fifteen consecutive years to determine if the species exists within the river corridor.

7. If LBV are located and no cowbirds are present, no cowbird management will occur. Monitor status for three consecutive years. Monitoring will entail protocol surveys for the least Bell's vireo and point counts for the brown headed cowbird.

8. If LBV and cowbirds are present, determine the impact of cowbirds on LBV based on initial baseline surveys. Is the population of LBV in decline? Is the cowbird parasitizing the nests of LBV? This will require monitoring of nest and territories. Monitoring of the nest will require the location of the nest by a qualified biologist who is familiar with passerine nests. The nest will then be monitored through the breeding season to see if the LBV fledge. If more than 50% of the nests are parasitized implement control of cowbird. This may require more management of manure along with habitat restoration and the temporary trapping of cowbirds to aide the LBV. If the monitoring of the territories reveals that the LBV are fledging young in the absence of cowbird trapping, trapping would not be required as it shows that the species is successful in breeding and fledging in the area in the presence of the cowbird.

Phase III Trapping

9. Cowbird trapping shall be implemented when the LBV is shown to be parasitized at a level that is greater than 50 %. This would be determined by the monitoring territories of breeding pairs.

ORIGINAL

10. End trapping once nest success is > 50%, or population is 8 males calling is present. The 8 males is the estimated carrying capacity for approximately 8 acres of southern willow scrub habitat available within the river east of El Camino Real to the end of the property.

11. Trap protocol based on the cowbird management manual and described in greater detail below, will be implemented and will include visiting the trap daily to remove non-target species and dispose of cowbirds humanely.

12. IF Phase III is implemented, then additional monitoring will be required to determine success.

13. Monitor for two consecutive years to ensure that LBV do not decline. If there is a decline from 8 calling males or greater than 50% nest parasitism continue to implement Phase III. If at the end of the two consecutive years the population of the LBV remains stable, implement a monitoring program in accordance with the MSCP Biological Monitoring Plan.

Cowbird Trapping

14. If as a part of the cowbird management program outlined above, it becomes necessary to trap cowbirds, the following measures shall be implemented as part of any cowbird trapping program for the project.

15. Cowbird trapping will be performed by trained professionals and in conformance with Griffith Brown-headed Cowbird Trapping Protocol (Griffith 1996). These professionals must have their own traps, possess required permits, and demonstrate knowledge of trapping protocols. The following shall be implemented for trapping cowbirds. This program may be subject to revisions during the contracting process.

16. Cowbird traps shall be erected along the San Dieguito River in areas near concentrated uses, such as stables and trails. The trapping locations shall be accessible to vehicles and there should be water and perching areas nearby. A reconnaissance of the area shall be conducted to identify potential predators. Measures shall be implemented to protect trapped birds from predation. Measures shall be implemented to protect trapped birds from predation. To minimize the number of parasitism days (~~9~~ then number of days a host population is exposed to each female cowbird), cowbird traps should be deployed at least two weeks prior to the initiation of least Bell's vireo nesting (mid-April) and Continually operated until all nests were at least past the egg stage (mid-August).

17. Traps should be erected on level ground with no gaps between the frame and ground. Any gaps should be filled with dirt. If the traps are located in non-shaded areas, a portion of the trap shall be covered to provide shade.

18. A one gallon container shall be placed in each trap. Bird feed should be scattered onto the ground of the trap, making sure not to drop seed into the water container. If the bird seed becomes wet from precipitation or other means the seed shall be collected and properly disposed. The seed shall be replaced with fresh, dry seed.

ORIGINAL

19. Cowbirds are gregarious; therefore traps work best if there are live decoys in the traps to attract adjacent birds. At least two or four cowbirds shall be used as decoys in the traps.
20. Once the birds have been caught in the trap, a large net shall be used to catch the non-target birds for immediate release.
21. Cowbirds caught in the trap shall be humanely euthanized. There are variously methods to humanely euthanize cowbirds. Two known methods are as follow.
22. Cervical dislocation: Hold top of neck between thumb and forefinger, grip head with other hand, turn and lift until you feel the cervical vertebrae detach from the head.
23. Euthanasia: Cut a hole in the top of the 5-gallon bucket, cover the opening with a piece of material. This hole will be used to place the cowbirds inside. Fill the bucket with Carbon dioxide (CO₂) gas (dry ice is a potential source of CO₂). The bird must not directly contact dry ice if it is used).
24. Traps shall be removed by June 1st of each trapping year.
25. The data sheets and a report documenting, the findings of the year's trapping program shall be submitted to EAS, MSCP, and CDFG. Data collection shall include at a minimum, date, location (GPS), number and names of species collected, and gender if individuals collected. EAS will be responsible for submitting the document to the US Fish and Wildlife Service, the California Department of Fish and Game, and the City of San Diego MSCP.

Land Use Adjacency-MHPA Land Use Adjacency Guidelines Mitigation (Per Section 1.4.3 of the MSCP Subarea Plan)

Land Use -MHPA Land Use Adjacency Guidelines Mitigation (Per Section 1.4.3 of the MSCP Subarea Plan)

1. Prior to issuance of remediation permits, the City ADD (or designee) shall verify that the project is in compliance with the MSCP Subarea Plan's Land Use Adjacency Requirements; and that the following site specific requirements are noted on the grading plans under the heading Environmental Requirements:
 - A. Drainage – For this project all drainage from development and sheet flow would flow into landscaping or be directed into existing street drainage areas per Exhibit A. In general, any man-made storm drains draining into the MHPA shall employ dissipation and filtering devices. Compliance with City of San Diego Engineering Drainage Standards shall be ensured to the satisfaction of the ADD and City Engineer.
 - B. Toxins - No trash, oil, parking, or other remediation/development-related material/activities shall be allowed outside the established limits of disturbance (i.e. outside of the paved existing access roads).

ORIGINAL

- C. Lighting – All work for this remediation for this project shall occur during daylight hours and no temporary or permanent lighting shall be allowed on-site per this permit application.
- D. Noise – Uses in or adjacent to the MHPA shall be designed to minimize noise impacts. Excessively noisy activities (i.e. remediation) must be curtailed during the general bird breeding season (January 1 – September 15) or additional mitigation measures per the City and Wildlife Agencies shall be developed and applied to the site to reduce impacts to below 60 dB.
- E. Barriers – Only black chain link fencing previously installed by the applicant and as allowed by Figure 2 above shall remain on-site per this Permit
- F. Invasives - All plantings at the urban/natural edge shall be native, drought tolerant, and acceptable to the Fire Marshal. No invasive/non-native species shall be located on-site where they have the potential to invade on-site, or adjacent natural lands. Any landscape or re-vegetation plan shall include a note indicating that “Non-native plant species identified as invasive by the California Exotic Pest Plant Council shall not be used in the plant palette.” Any hydroseed mix used for erosion control shall only contain native species pre-approved by the DSD Designee and shall only be applied under the supervision of the biologist or a landscape architect.
- G. Prior to issuance of any notice to proceed, the ADD Environmental designee shall verify that the remediation plans specify that areas within or adjacent to the MHPA shall be hydroseeded or planted with a native seed mix and or native container stock, as shown on Exhibit A. All re-vegetation within 100 feet of native habitat must be native chaparral or coastal sage scrub species. No deviations shall be made from the EAS approved Exhibit A (Figure 2) without prior EAS approval.

PRIVATE PROJECTS
HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance

A. Entitlements Plan Check

- 1. Prior to issuance of any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits or a Notice to Proceed for Subdivisions, but prior to the first preconstruction meeting, 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. 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 monitoring program, as

ORIGINAL

defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 1/4 mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
3. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final

ORIGINAL

construction documents which indicate site conditions such as depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

III. During Construction

- A. Monitor(s) 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 (CSV). The CSV'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.

ORIGINAL

- 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) which has been reviewed by the Native American consultant/monitor, and obtain written approval from MMC. Impacts to significant resources must be mitigated before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior 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 provenance of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenance.
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

ORIGINAL

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. In order 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 on the site;
 - (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, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries

ORIGINAL

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

- c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
- 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
- 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe resulting from delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC 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

ORIGINAL

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.
 3. The cost for curation is the responsibility of the property owner.
- 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. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
 3. 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 5.
- 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 that the draft report has been approved.
 2. The RE shall, in no case, issue the Notice of Completion and/or release of the Performance Bond for grading until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

ORIGINAL

PLANNING COMMISSION RESOLUTION NO. 4713-PC-2
SITE DEVELOPMENT PERMIT NO. 618626
RANCHO SANTA FE POLO CLUB - PROJECT NO. 169091 [MMRP]

WHEREAS, the City of San Diego, a Municipal Corporation, Owner, and Rancho Santa Fe Polo Club, Permittee, filed an application with the City of San Diego for a permit to restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club, (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 618626 on portions of an approximately 80-acre project site;

WHEREAS, the project site is located at 14555 El Camino Real in the AR-1-1, AR-1-2 and OF-1-1 zones within the Fairbanks Ranch Specific Plan area;

WHEREAS, the project site is legally described as Lot 1, Block Number 1, Fairbanks Country Club Subdivision, Map No. 10730;

WHEREAS, on July 14, 2011, the Planning Commission of the City of San Diego considered Site Development Permit No. 618626, pursuant to the Land Development Code of the City of San Diego;
NOW, THEREFORE,

BE IT RESOLVED by the Planning Commission of the City of San Diego as follows:

That the Planning Commission adopts the following written Findings, dated July 14, 2011.

126.0504 (a) FINDINGS FOR SITE DEVELOPMENT PERMIT

(1) *The proposed development will not adversely affect the applicable land use plan.*

The proposed project, to restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club is located within the Fairbanks Ranch Specific Plan. The site is owned by the City of San Diego and leased to the Rancho Santa Fe Polo Club. The new horse exercise track would be maintained (including regular disking) by the Polo Club. Additionally, the Polo Club would re-compact a public trail located along the San Dieguito River for use by equestrians, bicyclists, and pedestrians along San Dieguito River. That trail would be narrowed to 12 feet in width to reduce its impact on areas where sensitive vegetation previously existed and where wetland vegetation will be restored and enhanced. The project would restore and enhance areas previously disturbed by trail maintenance outside the limits of the re-aligned public trail. The project would also install best management practices (BMPs) to control runoff and pollutants. In most areas, the project incorporates a nine-foot buffer strip to function as a permanent BMP/filter adjacent to the public trail. A decomposed granite surface will be applied to two small areas and will function as a permanent BMP for those areas.

The project site is identified in the Specific Plan for open space. According to the Specific Plan, *"The site [Fairbanks Country Club Specific Plan] could be maintained in a near natural state*

with the only development consisting of riding and hiking trails, with the emphasis placed on natural resources preservation and passive recreational uses. More active uses, such as equestrian centers or picnic facilities, have also been suggested for the area. A more intensive use of the floodplain could take the form of a golf course." The project would be consistent with these recommendations.

The project is subject to a City Lease that specifies allowed uses and requires that a public trail be provided along the San Dieguito River. The project would comply with the City Lease.

The project area is also within the San Dieguito River Park Master Plan. The Master Plan identifies a segment of the Coast-to-Crest trail along the public trail within the Polo Club site. The public trail would be re-compacted at a width that meets the Master Plan, City of San Diego, and San Dieguito River Park Joint Powers Authority (JPA) requirements and would not result in adverse affects to the San Dieguito River Park Master Plan.

(2) *The proposed development will not be detrimental to the public health, safety, and welfare.*

The proposed project would restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club. The project proposes re-compaction of the public multi-use trail and creation and maintenance (including regular disking) of a separate track for the private use of the Polo Club around Field 4 of the Polo Club fields. The private track would be designed to allow safe use by members of the Polo Club for exercising polo horses. The public trail is designed in accordance with regulations and standards developed by the City and the San Dieguito River Park JPA. Development of the private horse exercise track and recompaction of the public river trail would not be detrimental to the public health, safety, and welfare.

(3) *The proposed development will comply with the regulations of the Land Development Code.*

The proposed project would restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club. The project complies with regulations of the Land Development Code and restores previously disturbed Environmentally Sensitive Lands that was the subject of Code Enforcement action. As allowed by the Environmentally Sensitive Lands Ordinance, the project proposes deviations for Environmentally Sensitive Lands (wetlands habitat and development in the floodplain) in order to complete the required restoration.

**126.0504 (b) SUPPLEMENTAL FINDINGS
ENVIRONMENTALLY SENSITIVE LANDS**

(1) *The site is physically suitable for design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.*

The proposed project would restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club. The existing public trail and the proposed private horse exercise track are located within the floodplain of the San Dieguito River. A trail is an allowable use in the floodplain. The

public trail has existed since 1986 when the lease was originally approved by the City. The project does not propose modifying its existing use as a public trail. The project will, however, narrow the width of the public multi-use trail to 12 feet. Additionally, the trail will be compacted for public use and will not be disked.

The project observes a 100-foot wide wetland buffer. The buffer occurs northward of the restored/enhanced and existing wetlands of the San Dieguito River. The public trail will be located within the buffer. However, adequate measures will be implemented to ensure that use of the public trail will not adversely affect the functions and values of the wetland buffer.

The private horse exercise track will be relocated around Field 4 of the Polo Club. This track is located within a disturbed area, and no grading will be required; the exercise track will be maintained and regularly disked for use by polo horses. The exercise track will be located outside the proposed 100-foot wide wetland buffer. Continued use and maintenance of both the public trail and the private exercise track will not affect environmentally sensitive lands.

(2) ***The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.***

The project proposes the continued use of a public multi-use trail, as well as a separate horse exercise track for private use by the Polo Club to exercise polo horses during the polo season (April – October). The public multi-use trail will be compacted and maintained by the San Dieguito River Valley Joint Powers Authority (JPA). Maintenance activities of the private exercise track include regular disking in the area of an existing polo field. No alteration of natural landforms will occur. There are no geologic constraints that would adversely affect the project.

The project would include implementation of Best Management Practices (BMPs) along the public trail to control erosion and runoff. Adequate infiltration of runoff occurs in the area of the new exercise track around Field 4 of the Polo Club so that no additional BMPs would be required in that area.

(3) ***The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands.***

The proposed project is located adjacent to the San Dieguito River, which is identified as an environmentally sensitive land. The proposed on-going use of the public trail would not result in adverse impacts on the river or its associated habitat. Additionally, by creating the private horse exercise track away from the river and entirely outside the 100-foot wide wetland buffer, impacts associated with this use will be avoided, and disking of the private horse exercise track will not impact adjacent environmentally sensitive land. The project will implement BMPs, which will control run-off and prevent soil erosion.

(4) ***The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan.***

The proposed project, to restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club is consistent with the MSCP. The project site is not located within an MHPA.

Additionally, passive recreation uses, such as public trails, are considered compatible with the biological objectives of the MSCP.

(5) ***The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.***

The proposed project is not located near a public beach or the shoreline. Therefore, the project would not contribute to erosion of public beaches and would not adversely impact local shoreline sand supply.

(6) ***The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.***

The proposed project would restore an existing public trail and impacts to adjacent areas by unauthorized grading activity within the AR-1-1, AR-1-2 and OF-1-1 zones and create a joint use trail for pedestrians and equestrians, with a separate private exercise track for the existing use as a Polo Club. The project includes appropriate measures, including measures directed at avoiding impacts to sensitive habitat and wildlife, which will mitigate all project impacts. A Mitigated Negative Declaration was prepared for the project and a Mitigation, Monitoring, and Reporting Program will be implemented to address potential impacts to biology and archeology.

**126.0504 (c) SUPPLEMENTAL FINDINGS
ENVIRONMENTALLY SENSITIVE LANDS DEVIATIONS**

(1) ***There are no feasible measures that can further minimize the potential adverse effects on environmentally sensitive lands.***

The proposed project involves the restoration and enhancement of wetland habitat that was illegally removed due to grading and disking of a public trail by the San Diego Polo Club for exercising polo horses during the polo season. The project will relocate a horse exercise track to Field 4, within the San Diego Polo Club's leasehold area and away from wetland habitat. The project will also reduce the width of the public trail along the San Dieguito River, which is located within the 100-foot wetland buffer to 12 feet in width, where it was previously approximately 20 feet wide. The project will revegetate and enhance the area between the public trail and the river, as well as in other disturbed areas, with native vegetation. These measures will mitigate past violations and will avoid future impacts to sensitive habitat and wildlife. The proposed project would not create any new impacts on sensitive lands.

There are no feasible measures that can further minimize the potential adverse effects on environmentally sensitive lands for the following reasons: The proposed project as currently designed already completely mitigates the potential adverse effects on the environmentally sensitive lands; Relocating the existing public trail would require grading of steep slopes vegetated with coastal sage scrub, thereby exacerbating impacts to biological resources; Moving the trail to the north outside the proposed 100-foot buffer would locate the public trail through existing polo club uses including play fields, barns and stalls, thereby functionally and economically impacting the polo club use; The trail in its current location with the required mitigation is the most environmentally appropriate given the fact that the trail is presently experiencing on-going use and has historically been used by the general public since 1986; And finally, removing the trail entirely would be inconsistent with a variety of City Council adopted documents including the Fairbanks Country Club Specific Plan which promotes the development of pedestrian and equestrian trails, The San Dieguito River Park Master Plan which identifies a segment of the Coast-to-Crest trail along the public trail within the Polo Club site, and

the City Lease with the Rancho Santa Fe Polo Club that specifies that a public trail be provided along the San Dieguito River.

(2) The proposed deviation is the minimum necessary to afford relief from special circumstances or conditions of the land, not of the applicant's making.

The proposed project involves the restoration and enhancement of wetland habitat that was illegally removed due to grading and disking of a public trail by the San Diego Polo Club for exercising polo horses during the polo season. The project will relocate a horse exercise track to Field 4, within the San Diego Polo Club's leasehold area and away from wetland habitat. The project will also reduce the width of the public trail along the San Dieguito River, which is located within the 100-foot wetland buffer to 12 feet in width, where it was previously approximately 20 feet wide. The project will revegetate and enhance the area between the public trail and the river, as well as in other disturbed areas, with native vegetation. These measures will mitigate past violations and will avoid future impacts to sensitive habitat and wildlife. The proposed project would not create any new impacts on sensitive lands.

As allowed by the City of San Diego's Environmentally Sensitive Lands Ordinance, the project proposes deviations for Environmentally Sensitive Lands (wetlands habitat/development in the floodplain) in order to complete the required restoration. The special conditions of the property, not of the applicant's making, include the location of the San Dieguito River just to the south of the project site, the fact that the site is located within the 100-year floodplain fringe overlay zone, is within the floodway of a Special Flood Hazard Area, and that portions of the land supports wetland vegetation. The site also contains steep slopes vegetated with coastal sage scrub, which constrains the area in which the public trail can be located and maintained to avoid exacerbating impacts to biological resources. The deviation is the minimum necessary primarily because the purpose, intent and outcome of the proposed project are simply to mitigate existing impacts generated previously by unauthorized grading. The project proposes to remove/relocate an existing horse exercise track to outside the 100-foot wetland buffer, to narrow and improve an existing pedestrian public trail, to implement permanent Best Management Practices, and to restore previously disturbed wetland habitat. The proposed project will result in an overall reduction in the size and scope of the wetland impacts as compared to the currently existing situation, and is the minimum necessary to mitigate all previous and future impacts.

**126.0504 (d) SUPPLEMENTAL FINDINGS
ENVIRONMENTALLY SENSITIVE LANDS DEVIATIONS FROM FEDERAL
EMERGENCY MANAGEMENT AGENCY REGULATIONS**

(1) The City Engineer has determined that the proposed development, within any designated floodway will not result in an increase in flood levels during the base flood discharge.

The project has been identified as being within the floodway of a Special Flood Hazard Area (San Dieguito River panel 1326F and 1327F). The project will not result in increases to base-flood elevations and will not alter the floodway or floodplain boundaries of the Special Flood Hazard Area.

(2) The City Engineer has determined that the deviation would not result in additional threats to public safety, extraordinary public expense, or create a public nuisance.

The project will not result in increases to base-flood elevations and will not alter the floodway or floodplain boundaries of the Special Flood Hazard Area. Therefore, the project will not result in additional threats to public safety, extraordinary public expense or create a public nuisance.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Planning Commission, Site Development Permit No. 618626 is hereby GRANTED by the Planning Commission to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 618626, a copy of which is attached hereto and made a part hereof.



Jeannette Temple
Development Project Manager
Development Services

Adopted on: July 14, 2011

Internal Order No. 23431709

CITY OF SAN DIEGO

**LESSEE'S AND SUBLESSEE'S QUESTIONNAIRE
FOR ALL LEASES, ASSIGNMENTS AND SUBLEASES OF MORE THAN FIVE YEARS**

Before the City of San Diego will process requests to (Sub)Lease, all information requested in this Questionnaire must be completed by the proposed (Sub)Lessee. Even though a proposed Sublessee may complete the Questionnaire, the Questionnaire must be delivered or mailed to the City with a cover letter signed by the City Lessee or proposed Lessee. **THE CITY WILL NOT ACCEPT THE QUESTIONNAIRE, DOCUMENTS, OR OTHER INFORMATION DIRECTLY FROM A SUBLESSEE.**

All information furnished in this Questionnaire must be complete and accurate. Omissions, inaccuracies, or misstatements may cause the rejection and/or subsequent revocation of the City's Lease, consent to Sublease, or consent to Assignment of (Sub)Lease.

In submitting this Questionnaire, the proposed (Sub)Lessee completing the Questionnaire authorizes the City to make any inquiry or investigation it believes necessary to substantiate or supplement the information furnished in the Questionnaire, and authorizes others to release such information to the City.

Exact name of existing Lessee (always complete):

Exact name of proposed Lessee (complete only if applicable):

Exact name of existing Sublessee (complete only if applicable):

Exact name of proposed Sublessee (complete only if applicable):

Date this Questionnaire completed: _____, _____.

The information furnished in and with this Questionnaire is true, complete, and correct to the best of my knowledge.

Signature: _____

Title: _____

Thank you for taking the time to complete the Questionnaire. Lessees may contact Real Estate if they have any questions. Please return the completed Questionnaire, with any additional information or documents to:

REAL ESTATE ASSETS DEPARTMENT
1200 THIRD AVENUE STE. 1700
SAN DIEGO, CA 92101
TEL.: (619) 236-6020 FAX: (619) 236-6706

This Questionnaire contains 15 pages.

PROPOSED (SUB)LESSEE

1. Name of proposed (Sub)Lessee exactly as it will appear on the actual tenancy document:

2. Mailing Address of proposed (Sub)Lessee for purposes of notice or other communication relating to the proposed tenancy:

Telephone No.: _____ Fax. No.: _____
E-mail Address: _____

3. Billing Address (*only if different from Mailing Address*);

Telephone No.: _____ Fax. No.: _____

4. Proposed (Sub)Lessee intends to operate as a:
Sole Proprietorship (); Partnership (); Corporation ();
Limited Liability Company (); Other _____

Explain if necessary:

5. Effective date of assignment (complete only if applicable): _____

PARTNERSHIP STATEMENT

If proposed (Sub)Lessee is a partnership, please answer the following:

1. Date of Organization: _____

2. General Partnership ()

Limited Partnership ()

Other () Explain _____

3. Statement of Partnership recorded: Yes () No ()

Date	Book	Page	County

4. Has the partnership conducted business in San Diego County?

Yes () No () If so, when? _____

If so, where? _____

5. Name, address, and partnership share of each general and limited partner. If a general partner is another partnership, a corporation, or a limited liability company (LLC), please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). If a limited partner holding a 10% or greater interest is another partnership, a corporation, or an LLC, pages 3; or 4 and 5; or 6 must also be completed for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

General/Limited	Name	Address	Share %

6. Attach a complete copy of the Partnership Agreement. If a Partnership Agreement has been previously submitted, a new Partnership Agreement need be submitted only if the Partnership Agreement on file with the City is no longer current.

CORPORATION STATEMENT

If proposed (Sub)Lessee is a corporation, please answer the following:

1. Type of corporation: C () Subchapter S ()
2. When incorporated? _____
3. Where incorporated? _____
4. Is the corporation authorized to do business in California? Yes () No ()
If so, as of what date? _____
5. The corporation is held:
a. Publicly () Privately ()
b. If publicly held, how and where is the stock traded?

6. Please list the following:	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of Common Stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

7. Please furnish the name, title, address, and the number of voting and nonvoting shares of stock owned by each officer and, in addition, the same information for each stockholder owning more than 10% of any class of stock.

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

Name: _____

Title: _____

Address: _____

No. of Shares: _____

(Additional page(s) may be added if needed to complete list of stockholders [type proposed (Sub)Lessee name (from page 2) on the top of each page].)

Any partnership, corporation, or LLC owning more than a 10% ownership interest must also complete separate pages 3; or 4 and 5; or 6, as appropriate for each entity (type proposed [Sub]Lessee name [from page 2] on the top of each page for identification purposes). Also, furnish the financial data for such partnership, corporation, or LLC, as required on page 7. If there is an ownership chain of additional partnerships, corporations, or LLCs, the above requirements extend to each such entity having either: (1) a 10% or greater direct, indirect, beneficial ownership, or membership interest in the proposed (Sub)Lessee; or (2) effective control of the proposed (Sub)Lessee, regardless of the percentage of ownership or membership interest.

LIMITED LIABILITY COMPANY STATEMENT

If the proposed (Sub)Lessee is an LLC, please answer the following:

1. Date of Organization: _____
2. Where Organized: _____
3. Is the Company authorized to do business in California?
 - a. Yes () No ()
 - b. If so, as of what date? _____
4. Has the Company conducted business in San Diego County?
 - a. Yes () No ()
 - b. If so, when? _____
 - c. If so, where? _____
5. Please furnish the name, address, and membership share held by each manager and officer, and each member owning more than a 10% membership interest. If a member is a partnership, corporation, or another LLC, please complete separate pages 3; or 4 and 5; or 6, as appropriate for such entity (type proposed [Sub]Lessee name [from page 2] on the top of each page).

Manager/Officer/ Member	Name	Address	Share %

6. Attach a complete copy of the Operating Agreement. If an Operating Agreement has been previously submitted, a new Operating Agreement need be submitted only if the Operating Agreement on file with the City is no longer current.

FINANCIAL AND OTHER BACKGROUND INFORMATION

FINANCIAL STATEMENT

(Sub)Lessee, general partners of (Sub)Lessee, owner-corporations of (Sub)Lessee, members of (Sub)Lessee owning more than a 10% membership interest, and any person or business entity guaranteeing the performance of (Sub)Lessee must attach a complete report, prepared in accordance with good accounting practice, reflecting current financial condition. The report **must** include a balance sheet **and** annual income statement. The person or entity covered by the report must be prepared to substantiate all information provided.

OTHER INFORMATION

Each (Sub)Lessee, each general partner of (Sub)Lessee, each owner-corporation of (Sub)Lessee, each member of (Sub)Lessee owning more than a 10% membership interest, any person or business entity guaranteeing the performance of (Sub)Lessee, any person or entity owning more than a 10% interest of (Sub)Lessee, and any guarantor of (Sub)Lessee must answer the following questions:

1. **Surety Information** - Has a surety or bonding company ever been required to perform on the default of any of the individuals or entities?
 - a. Yes () No ()
 - b. If yes, please attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default and performance.

2. **Bankruptcy Information** - Have any of the individuals or entities ever been adjudicated bankrupt or are any presently a debtor in a pending bankruptcy action?
 - a. Yes () No ()
 - b. If yes, please give dates, court jurisdiction, and amount of liabilities and assets.

3. **Pending Litigation** - Are any of the individuals or entities presently a party to ANY pending litigation?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each action.

4. **Claims, Liens, or Judgments** - Are any of the individuals or entities now subject to any outstanding claims, liens, or judgments?
 - a. Yes () No ()
 - b. If yes, please provide detailed information for each claim, lien, or judgment.

REFERENCES FOR PROPOSED (SUB)LESSEE

Please list four persons or firms with whom you have conducted business transactions during the past three years. Two of the references must have knowledge of your debt payment history, with at least one being a financial institution. Two of the references must have knowledge of your business experience.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.: _____

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

REFERENCE NO. 4

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business, association, etc.:

CITY OF SAN DIEGO PERSONAL DESCRIPTION AND RELEASE

PLEASE NOTE: All partners, both general and limited; all stockholders owning more than 10% of any class of stock of corporations; all members of a limited liability company; and sole proprietors requesting to (sub)lease, must each complete this page before the tenancy request can be processed. (You may reproduce and use copies of this page, if necessary.)

The following personal information is required to initiate a credit investigation. The business and personal reputation of principals, partners, and members will be considered in qualifying Lessees or in consenting to Sublessees.

First, Middle, & Last Name _____
Date of Birth _____
Place of Birth _____
Social Security Number _____
Driver's License Number/State _____
Home Address _____

Previous Address _____

Home Telephone No. _____
Employer _____
Occupation _____
Business Address _____
Business Telephone No. _____
Business Fax No. _____

The City is hereby authorized to request a credit report and other information covering my financial and business history.

Date _____ Signed _____

Print or type exact name of proposed (Sub)Lessee from page 2 of Questionnaire:

METHOD OF OPERATION

Please describe your proposed business operation on the property to be (Sub)Leased. Discuss any optional services and uses which you propose to provide.

**PROPOSED METHOD OF FINANCING
DEVELOPMENT OR LEASEHOLD PURCHASE**

Describe the method of financing for the Leasehold purchase or any new or additional development on tidelands in excess of \$100,000. Include a schedule of approximate dates when construction of each significant improvement is expected to be commenced and completed.

ESTIMATE OF GROSS RECEIPTS

If this Questionnaire is being completed by a prospective Lessee, please show the best estimate of the average annual gross sales for each significant use or service, and for each significant optional use or service which the Lessee and its Sublessees (if any) plan to conduct on or from the property. (If the Questionnaire is being completed by a Sublessee, only the estimate of the Sublessee's gross sales is required.) This data will be used by the City to analyze the proposed Lease or Sublease Consent application. The time periods shown should not be assumed to necessarily represent the term of a (Sub)Lease that may be granted or consented to by the City.

Average annual gross sales for each proposed significant use during each of the first five operating years:

Year of Operation	Uses (Identify Each Use)				
1	\$	\$	\$	\$	\$
2					
3					
4					
5					

EXPERIENCE STATEMENT

Please describe in detail the duration and extent of your business experience, with special emphasis upon experience with the type of business which you propose to conduct on City property. Also state in detail the pertinent experience of the persons who will be directly involved in development and management of the business.

**TERMS AND CONDITIONS OF PURCHASE, SALE,
OR TRANSFER OF (SUB)LEASEHOLD INTEREST**

(NOTE: Complete this page only if the transaction involves a Lease transfer, or the transfer of a Sublease having a remaining term of more than five years.)

Please summarize the terms and conditions of the purchase, sale, or transfer of (Sub)Leasehold interest(s) which requires City consent, as specified in the Assignment-Sublease provisions of the City Lease. Please attach copies of the applicable sales agreement(s), escrow instructions, assignment agreement(s), or other documents in conjunction with the sale, purchase, or transfer of the (Sub)Leasehold interest(s).

CREDIT INFORMATION

I/We hereby request and authorize you to release to the City of San Diego for verification purposes, personal and business credit reports and information concerning the company/corporation/partnership and/or the officers and individuals listed below. That information may include but is not limited to:

- 1) Employment history dates, titles, income, hours worked.
- 2) Banking (checking and savings) accounts of record.
- 3) Mortgage loan rating (open date, high credit, payment amount, loan balance, and payment).
- 4) Any information deemed necessary concerning a consumer credit report for my loan application.
- 5) This information is for the confidential use in compiling a credit report.
- 6) A facsimile, photographic or carbon copy of this authorization (being a facsimile, photographic or carbon copy of the signature(s) of the undersigned), may be deemed to be equivalent of the original and may be used as a duplicate original.

1. Name of Applicant:
(Please print or type)
Name of Business:
(If different from "applicant")
Telephone:
Name of Affiliated Business:
Telephone:
2. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:
3. Name of Officer/Owner:
Address for the last two years:
Social Security Number:
Signature:



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

Section 1.01 CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: _____

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: () _____ Fax Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

As its Equal Employment Opportunity Officer (EEOO), The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ Fax Number: () _____

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of _____

(Firm Name)

hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this _____ day of _____, 20____

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT - Page 2

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

1. INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Filipino
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black	(2) Hispanic	(3) Asian	(4) American Indian	(5) Filipino	(6) White	(7) Other Ethnicity
Management & Financial							
Professional							
A&E, Science, Computer							
Technical							
Sales							
Administrative Support							
Services							
Crafts							
Operative Workers							
Transportation							
Laborers*							

*Construction laborers and other field employees are not to be included on this page

Totals Each Column							
--------------------	--	--	--	--	--	--	--

Grand Total All Employees

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled							
----------	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors							
Volunteers							
Artists							

WORK FORCE REPORT - Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees	[]													
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														
Disabled														



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

**CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM**

202 C Street, MS 8A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	Contact Name:
Company Address:	Contact Phone:
	Contact Email:

CONTRACT INFORMATION

Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: Full text of the EBO and its Rules are posted at www.sandiego.gov/purchasing/programs/equalbenefits.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Name/Title of Signatory	Signature	Date
-------------------------	-----------	------

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---