

San Dieguito River Park
Joint Powers Authority
18372 Sycamore Creek Road
Escondido, CA 92025
(858) 674-2270 Fax (858) 674-2280
www.sdrp.org

JOINT POWERS AUTHORITY BOARD OF DIRECTORS

Chair Dwight Worden Del Mar City Council

Vice-Chair Dave Grosch Poway City Council

Tina Inscoe Escondido City Council

Joe LaCava San Diego City Council

Marni von Wilpert San Diego City Council

Joel Anderson Supervisor, County of San Diego

Terra Lawson-Remer Supervisor, County of San Diego

Kelly Harless Solana Beach City Council

Jeff Barnouw Citizens Advisory Committee

Dustin Fuller, Ex Officio 22<sup>nd</sup> District Agricultural Association

Shawna Anderson Executive Director AGENDA SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY VIA TELECONFERENCE ONLY Friday, August 20, 2021 - 11:00 A.M.

Pursuant to the State of California Executive Order N-29-20, and in the interest of public health, San Dieguito River Park is temporarily taking actions to reduce the spread of the COVID-19 pandemic by holding the Board Meeting via teleconference. All Board members and staff will be participating remotely.

## **To Join Zoom Meeting**

https://zoom.us/j/99988232354?pwd=SmRlQ1BPRWZBbVhVVnhXRVprMTJIUT09

To join this meeting via Teleconference

Please dial: 1-669-900-9128 Meeting ID: 999 8823 2354

**Passcode: 440149** 

**Public Participation/Comment:** It is highly recommended to call in to the meeting or log in to the waiting room **at least** 15 minutes prior to the commencement of the meeting. Persons wishing to address the Board on matters not on the agenda may do so under Public Comment. Those wishing to speak on items on the agenda may do so when the item is being considered. To make a comment, please use the raise hand feature of Zoom or let the moderator know by using the chat function. You may also participate in the meeting by emailing comments to Brenda@sdrp.org by 3:00 p.m. the day prior to the meeting. The subject of your email should clearly state the item number you are commenting on. All comments will be e-mailed to the Board of Directors prior to the start of the meeting. If you desire to have your comment read into the record during the meeting, please note that in the e-mail subject line. Comments may be mailed to the Board, but to be considered, must be received on or before the meeting date. Written comments should be mailed to: San Dieguito River Park, 18372 Sycamore Creek Road, Escondido, CA. 92025.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brenda Miller at 858-674-2270. Please notify Brenda at least 48 hours prior to the Board meeting.

Approval of the Minutes of May 21, 2021 (Page 3)

Executive Director's Report

#### Public Comment

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board and not appearing on today's agenda. Comments relating to items on today's agenda are to be taken at the time the item is heard. Pursuant to the Brown Act, no action shall be taken by the Board on public comment items.

#### DISCUSSION/ACTION

- 1. Approval of Revisions to San Dieguito River Park JPA Employee Manual (Page 6)
- 2. San Dieguito Lagoon Phase Two Restoration Project (W-19) Status Update (Page 8)
- 3. Approval of SDG&E Easement Acquisition and Right of Way Use Agreement (Page 26)
- 4. Potential Sale of Volcan Mountain North Preserve Parcels (Page 52)
- 5. Future JPA Meeting Procedures (oral)

#### **INFORMATION**

- 6. <u>Coordination Reports</u> (oral)
  - a. San Dieguito River Valley Conservancy
  - b. Friends of the San Dieguito River Valley
  - c. Volcan Mountain Preserve Foundation
  - d. San Dieguito Lagoon Committee
  - e. Friends of Sikes Adobe
- 7. <u>Jurisdictional Status Reports (oral)</u>

An opportunity for the Board members to report on actions taken within their jurisdictions to further the park planning process.

8. Communications (Page 54)

THE NEXT REGULAR JPA MEETING WILL BE September 17, 2021. If you have any questions, please contact Shawna Anderson at <a href="mailto:shawna@sdrp.org">shawna@sdrp.org</a> or (858) 674-2270 Ext. 13

## SAN DIEGUITO RIVER PARK JOINT POWERS AUTHORITY Minutes of May 21, 2021

MEMBERS PRESENT REPRESENTING

Dwight Worden – ChairCity of Del MarDave Grosch – Vice-ChairCity of PowayTina InscoeCity of EscondidoJoe LaCavaCity of San DiegoMarni vonWilpertCity of San DiegoKelly HarlessCity of Solana Beach

Jeff Barnouw Citizens Advisory Committee

MEMBERS ABSENT REPRESENTING

Terra Lawson-Remer County of San Diego

County of San Diego

Dustin Fuller 22<sup>nd</sup> District Agricultural Association

VISITORS/STAFF PRESENT

Joel Anderson

Shawna Anderson

Leana Bulay

Brenda Miller

San Dieguito River Park JPA

San Dieguito River Park JPA

San Dieguito River Park JPA

Wayne Brechtel JPA Counsel

Brenda Miller

San Dieguito River Park JPA

Ricky Flahive

San Diego City Council District 1

Maggie Brown

Friends of San Dieguito River Valley

Crystal Benham San Diego County Parks

Quinton Grounds San Diego City Council District 5

Kim Wehinger City of San Diego

Sue Carr Coalition to Preserve Polo Fields Neighborhood

Bill Michalsky Sierra Club

Jim Smith San Dieguito River Valley Conservancy

Evlyn Andrade County of San Diego District 3
Greg Kazmer County of San Diego District 2

Monica Demler Friends of Sikes Adobe

Kim Smith SANDAG

Carol Kerridge San Dieguito Lagoon Committee

#### **Introduction and Announcements**

Chair Worden convened the meeting at 11:00 a.m. A quorum of 8 members were present to begin the meeting.

## **Approval of Minutes of April 16, 2021**

Boardmember Barnouw made the motion to approve the minutes of April 16, 2021. Vice-Chair Grosch seconded the motion. There was no public comment. A roll call vote was taken.

Yes votes: Anderson, Barnouw, Grosch, Harless, Inscoe, LaCava, vonWilpert, Worden

Absent: Lawson-Remer

Executive Directors Report - Executive Director Shawna Anderson reported that a Request for Proposal for a farmers market operator has been published for the Farmer's Market held at Sikes Adobe. Director Anderson reported that a new one-mile segment of the Coast to Crest Trail is almost complete in the Rancho Santa Fe area. An Open House event is being planned for the Coast Ranger Station on September 12, 2021. Ms. Anderson also reported that the City of San Diego member assessment is included in the City of San Diego FY 21-22 budget and that a tour with Supervisor Anderson is being planned. Director Anderson showed a page from the City of Escondido community magazine highlighting the San Dieguito River Park. There was a brief discussion of where and how future JPA meeting will be held.

Public Comment-No public comment.

### **DISCUSSION/ACTION AGENDA**

## 1. One Year Funding for Interpretive Ranger Partial Salary

<u>Recommendation: Authorize Executive Director to sign an agreement with San Dieguito River Valley</u> <u>Conservancy to accept a payment to partially fund Interpretive Ranger salary for one year.</u>

Executive Director Shawna Anderson introduced the agenda item to the Board. The Conservancy proposed to provide the JPA with a lump sum payment to fund the partial salary (2/5 position) of the JPA's Interpretive Ranger position to make it full time for one year. All details are listed in the staff report, agreement and employee letter included in the agenda. Director Anderson explained that this would allow more outreach to all school groups and underserved community youth. Boardmember Harless made the motion to approve the staff recommendation and Boardmember LaCava seconded the motion. A roll call vote was taken.

Yes votes: Anderson, Barnouw, Grosch, Harless, Inscoe, LaCava, vonWilpert, Worden

Absent: Lawson-Remer

# 2. <u>San Dieguito Lagoon Wetland Restoration Phase II (aka W-19) Status Update and Final Draft Memorandum of Agreement</u>

<u>Recommendation: Approve and authorize Executive Director to sign a Memorandum of Agreement with SANDAG and Southern California Edison to facilitate implementation of the subject restoration project.</u>

Executive Director Shawna Anderson provided a PowerPoint presentation sharing the project partners and objectives, project history, map of project overview and components of project. Director Anderson explained the project in detail including the subject Memorandum of Agreement. Counsel Brechtel and SANDAG representative Kim Smith added comments regarding the project. Project construction is planned to begin before the end of 2021. Board discussion included liability of the project, the environmental and scientific benefits of the restoration, the City of San Diego mitigation for the bridge and road widening of El Camino Real, questions regarding the SDG&E utility corridor, and coordination of other construction projects in the area. Board members asked about SANDAG's

endowment to the JPA, and the JPA's future management responsibilities after SANDAG's mitigation period is complete (5-10 years) and SCE's (30-40 years). After the discussion Boardmember LaCava moved to approve the staff recommendation and Boardmember Grosch seconded the motion. A roll call vote was taken.

Yes votes: Anderson, Barnouw, Grosch, Harless, Inscoe, LaCava, vonWilpert, Worden

Absent: Lawson-Remer

#### **INFORMATION**

#### 3. Coordination Reports

Date

**a. San Dieguito River Valley Conservancy**- Chair Worden reported that quarterly meetings are planned between the JPA and SDRVC.

**b. Friends of the San Dieguito River Valley-** Maggie Brown thanked Boardmember LaCava and his staff for their efforts regarding the CTC trail along the Surf Cup Sports lease.

- c. Volcan Mountain Preserve Foundation No Report
- **d. San Dieguito Lagoon Committee-** Carol Kerridge reported that the Lagoon Committee and JPA staff are planning the Ranger Station Open House for September 12, 2021.
- e. Friends of Sikes Adobe- Monica Demler expressed her thanks to the Board for the approval of the Interpretive Ranger agreement. Ms. Demler reported that the Farmer's Market has been slow during the pandemic period because all vendors could not be present and is looking forward to a busier market. The outside tours at Sikes Adobe will begin this weekend with inside tours beginning June 15<sup>th</sup>. Eagle Scout projects include: a native plant nursery, interpretive gardens and the covered gardens in the orchard.
- **4. Jurisdictional Status Reports** Boardmember LaCava explained that his staff was able to confirm the status of the City of San Diego member assessment funding in the City's FY21-22 budget and expects it to be fully funded. Chair Worden asked that a discussion and plan for future JPA board meetings be placed on the next JPA meeting agenda. Chair Worden reported that the Del Mar Lagoon Committee will accept public comments in June regarding the five rail tunnel alignment alternatives proposed by SANDAG. SANDAG's plan is to narrow the five alternatives to two alignments. He also mentioned the name 'Crest Canyon' as SANDAG's preferred alignment is not actually located in the canyon.

Chair Worden adjourned the meeting at 12:26 pm.	
These minutes approved by Board action.	

**Executive Director** 

# Agenda Item 1 August 20, 2021

**TO**: JPA Board

**FROM**: Staff

**SUBJECT**: Approval of Revisions to SDRP JPA Employee Manual

#### **RECOMMENDATION:**

Approve the revised SDRP JPA Employee Manual.

The JPA's Employee Manual was adopted by the JPA when first formed in 1989 and has been updated on various occasions throughout the years. The revised Employee Manual presented for approval at this time is a comprehensive update of all JPA employment policies and procedures. It updates existing policies, includes new polices required by changes in employment laws, and updates existing office procedures to more accurately reflect the current work environment. Existing policies that have been standalone documents, such as the Drug/Alcohol Free Workplace Policy, have also been incorporated into the Employee Manual to make them more accessible and to make it easier to monitor and update as changes as required.

Key parts of the revised Employee Manual include:

- 1. Updated discrimination definition and policies (Section 2.1 2.10).
  - Incorporates legislative expansion of discrimination categories
- 2. New Abusive Conduct policy (Section 2.4).
  - New legal requirement
- 3. Addition of new discrimination and abusive conduct training requirement (Section 2.5).
  - New legal requirement
- 4. New Information and Communications Systems and Equipment Section (Section 3.19).
  - Addresses the current work environment which is increasingly reliant on digital technology
- 5. Lactation Accommodation Policy (Section 5.3).
  - New legal requirement
- 6. Update Leaves of Absence Policies (Section 7).

# Agenda Item 1 August 20, 2021

- Incorporates expanded types of leave allowed under state and federal leave laws
- 7. Expanded Employee Discipline Section (Section 8).
  - Expands the existing disciplinary process to include more detail and administrative opportunities for an employee to contest any disciplinary action. It has been General Counsel's experience that the additional administrative procedures have often resolved potential issues and avoided unnecessary litigation.
- 8. Separates the Safety Manual, which will become a separate stand-alone document.

The revised Employee Manual is included in the Supplemental Attachments to this agenda.

# Agenda Item 2 August 20, 2021

**TO**: JPA Board

**FROM**: Staff

**SUBJECT**: San Dieguito Lagoon Phase Two Wetland Restoration Project (W-19)

Status Update

A comprehensive update of the W-19 restoration project was last presented to the JPA Board at your May 2021 meeting. Since then, progress has continued, and the project remains on schedule to begin construction this Fall. Project construction is anticipated to occur over a two-year period followed by five to ten years of project maintenance.

JPA staff has been working with the project team including SANDAG, Caltrans, and City of San Diego staff on construction-related details regarding easements and final approvals. Two actions related to SDG&E will be presented for your approval at this meeting. Coordination with multiple property owners and Southern California Edison has continued as well. SANDAG's public relations staff is conducting media outreach and community outreach in the neighborhoods surrounding the project site prior to construction start to provide project information and answer questions. The SDRP coast ranger station will provide a convenient venue for the public to obtain project information throughout the construction timeline.

During the most intensive construction operations (grading and hauling) the Dust Devil Nature Trail and staging area will be closed to the public Mondays through Fridays to accommodate construction haul roads and laydown yards. The Public Access Management Plan (Exhibit 2.1) illustrates the configuration of construction access near the trail (Attachment 1). The trail will reopen to the public on most weekends.

Finally, JPA and SANDAG staff will be working on an amendment to our existing agreement to add construction-related JPA tasks and the long-term endowment, which will be presented to your Board in the near future for review and approval.

Respectfully submitted,

Shawna Anderson Executive Director

Attachment 1: W-19 Public Access Management Plan



# MARATHON CONSTRUCTION CORPORATION

CONTRACTORS & ENGINEERS LICENSE NUMBER 411338

10108 RIVERFORD ROAD, LAKESIDE, CA 92040-2740 TEL (619) 276-4401 FAX (619) 276-0717

#### W19 SAN DIEGUITO LAGOON WETLAND CONSTRUCTION

# PUBLIC ACCESS MANAGEMENT PLAN CDP Permit Application #6-20-0160 Special Condition 14

MARATHON CONSTRUCTION CORP

10108 RIVERFORD ROAD

LAKESIDE, CA 92040

PLAN DATE: THURSDAY, JUNE 7, 2021

## A. SAFE PUBLIC ACCESS

The W19 San Dieguito Lagoon Restoration Project (W19 Project) temporarily impacts public access to the San Dieguito River Park Dust Devil Nature Trail located just west of the intersection of El Camino Real and Sea Country LN (Exhibit 1). The trail system is a 1.70-mile looped trail system with a public parking area, picnic facilities and a viewpoint. Note there are no sidewalks or other trail systems along the west side of El Camino Real that borders the project limits.

The project includes excavation of approximately 1.4 MCY (million cubic yards) of material from the new wetland modules along the San Dieguito River and transporting, on site via site developed haul roads, to the DS36 disposal site. The designated haul roads and project limits bisect the existing trail system necessitating the temporary closure of the trail system to the public, during work operations, due to safety concerns.

Work hours will typically run Monday – Friday, 7 AM to 7 PM. Some work may occur on weekends or holidays, subject to local noise ordinances, but will not impact public access to the trail system.

Temporary impacts to public access will include:

- Closure of trail head parking lot Monday thru Friday. The parking lot will be used for construction personnel parking. Parking lot will be open to the public during weekends and holidays.
- 2. Closure of the trail system via temporary chain link fencing to prevent the public from entering / crossing active haul roads on workdays. Trail system will be open to public use during weekends and holidays.
- 3. Temporary Signage will be posted along the trail system and at the parking area advising users of trail closures and warning signs due to construction operations. Reference Exhibit 4 for signage details.
- 4. Construction staging areas adjacent to the trail system will be securely fenced to during non-working hours.

**NOTE:** The NOI references beach deposition sites and beach nourishment operations. The project scope does not currently include these operations and, therefore, are not addressed in this plan. Should beach nourishment operations be executed in the future under this CDP permit number, a revised plan will be submitted addressing these operations specifically.

## B. COMMUNICATION AND COORDINATION

Outreach efforts will be conducted via local agencies, jurisdictions, and the local media to ensure safety measures are implemented and the public is made aware of upcoming work operations.

Examples of these efforts include:

- Coordination with local agencies and jurisdictions via the permitting process regarding project activities
- Public and media outreach efforts via the Public Information Officer (PIO) to keep the public informed of the project.
- Information postings at the project site
- Website / Social Media updates via key project stakeholder websites, with assistance from PIO
- Community outreach events / presentations regarding the project
- Coordination with local emergency services about the project
- Weekly project meetings

Note the project scope does not currently include any beach nourishment efforts that would necessitate coordination with the local lifeguards or development of a beach disposal safety plan.

## C. TEMPORARY ACCESS PROVISIONS

Temporary access provisions allowing public access to the project site will be accommodated during weekends and holidays. There will be no pedestrian impacts to crosswalks, sidewalks, or beaches. During weekends and holidays, the following accommodations will be made allowing access to the trail system:

- Opening of the parking lot to the public
- Securing of laydown areas with fencing adjacent to the trail system to prevent public ingress.
- Opening of temporary fencing at trail intersections with haul roads allowing the public to access the trail system

See Exhibit 2 for additional information on the trail system closing and opening conditions.



## D. TRAFFIC MANAGEMENT PLAN

Most of the project scope is located with the project limits with no impacts to local streets. However, some impacts to traffic on El Camino Real will be occur under the following scenarios:

- Mobilization efforts, including equipment delivery
- Daily project member access
- Material Deliveries, including riprap
- Utility construction in El Camino Real

See Exhibit 3 for locations of construction entrances.

## **MOBILIZATION**

Mobilization will occur at construction entrances depending on the type of equipment and work location. No equipment will be offloaded or loaded on El Camino Real, so impacts to the public will be negligible. No special traffic control or flagging will be required outside of the signage shown on plan TH-3, 4 & 6 (Exhibit 4).

## DAILY WORKER ACCESS

Workers and project visitors will access the worksite at one of the available construction entrances. No worker parking will be allowed on El Camino Real. No special traffic control or flagging will be required outside of the signage shown in Exhibit 4.

## MATERIAL DELIVERIES

Material deliveries will occur at one of the 3 construction entrances. Flaggers and signage will be in place to support the ingress and egress of delivery trucks. A traffic control plan specific to this operation will be submitted as part of the City of San Diego Haul Route permit application.

#### UTILITY CONSTRUCTION

Water and electrical connections to the support the restoration efforts must be made to the existing utility services located in El Camino Real. This work will require disruption of traffic flows on El Camino Real and will be subject to project lane closure restrictions. See Exhibit 5 for notional details on traffic control

## E. PUBLIC PARKING

The public parking area available for accessing the Dust Devil Trail system will be closed to the public during workdays to accomplish two goals:

1. Provide parking to construction personnel

2. Deter public access to the trail system during work operations.

On weekends and holidays, the parking lot will be open to the public, subject to the park operating hours.

## F. PROJECT SIGNAGE

A project sign will be built and posted in accordance with project specifications. Information will include projected start and finish dates.

## G. LATERAL ACCESS AT BEACH

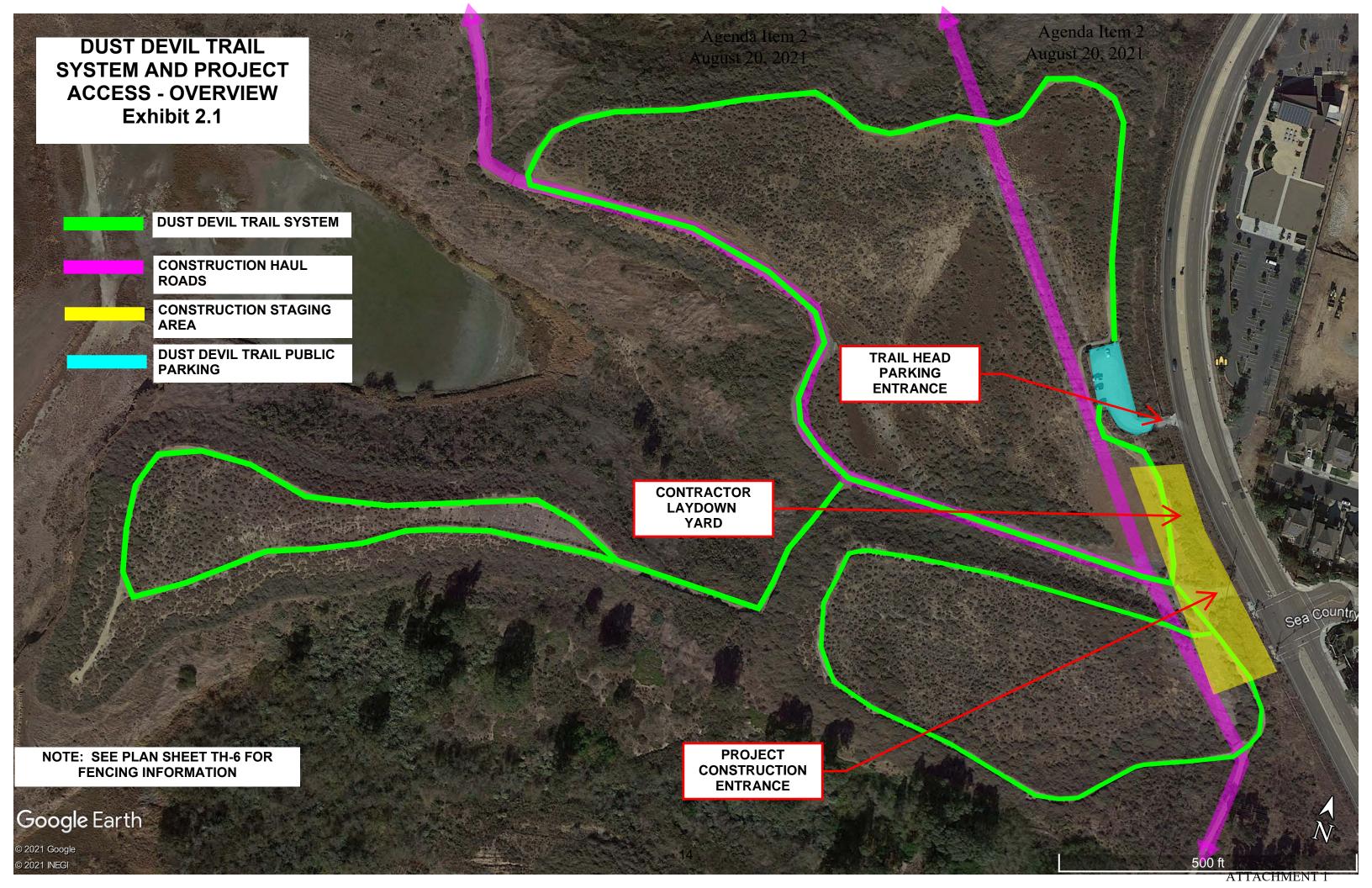
There is no beach disposal currently as part of the contract scope. Should this change, public lateral access will be maintained along the back beach and a separate public access management plan will be developed.

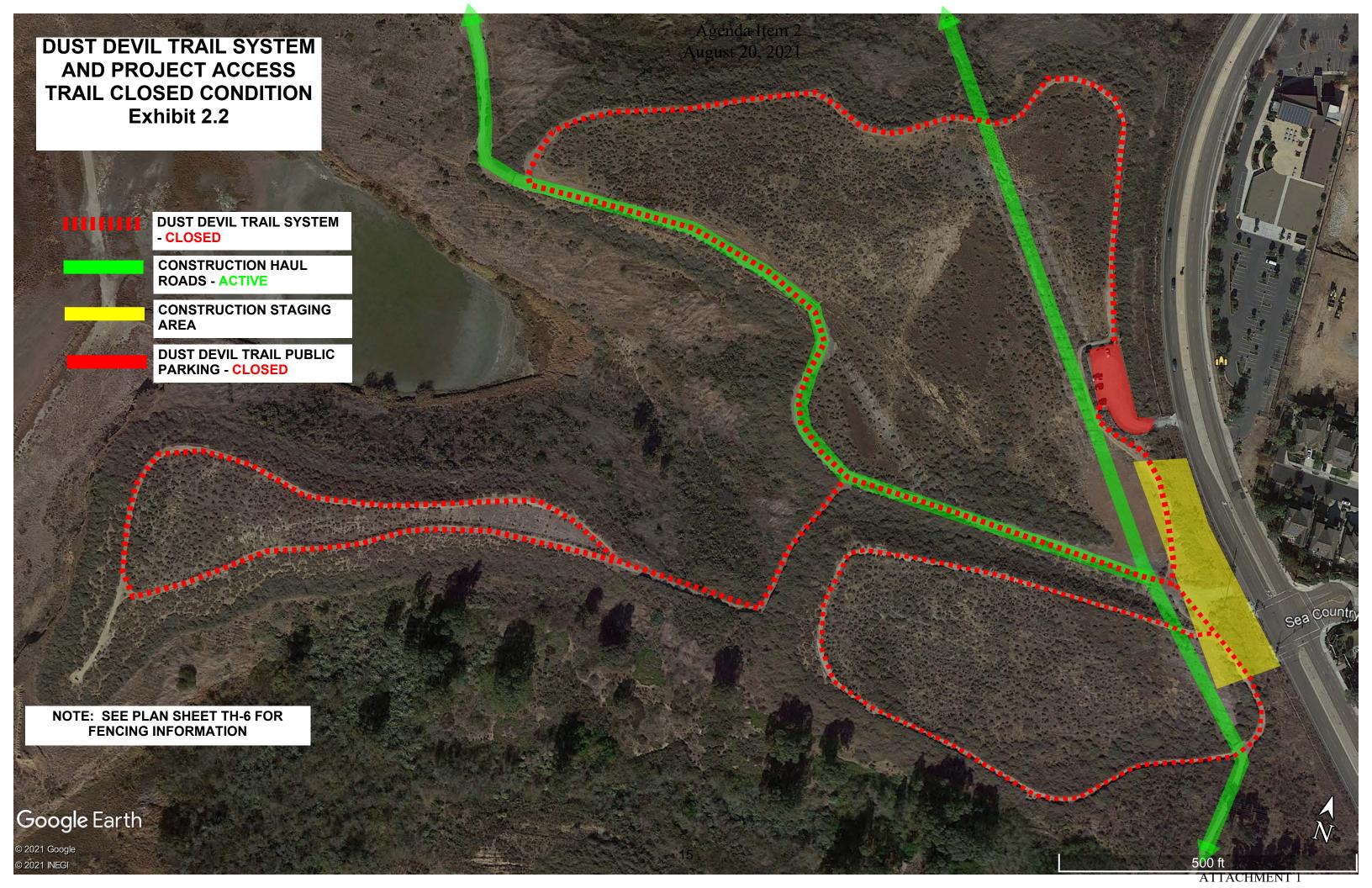
## H. RESTORATION AT COMPLETION

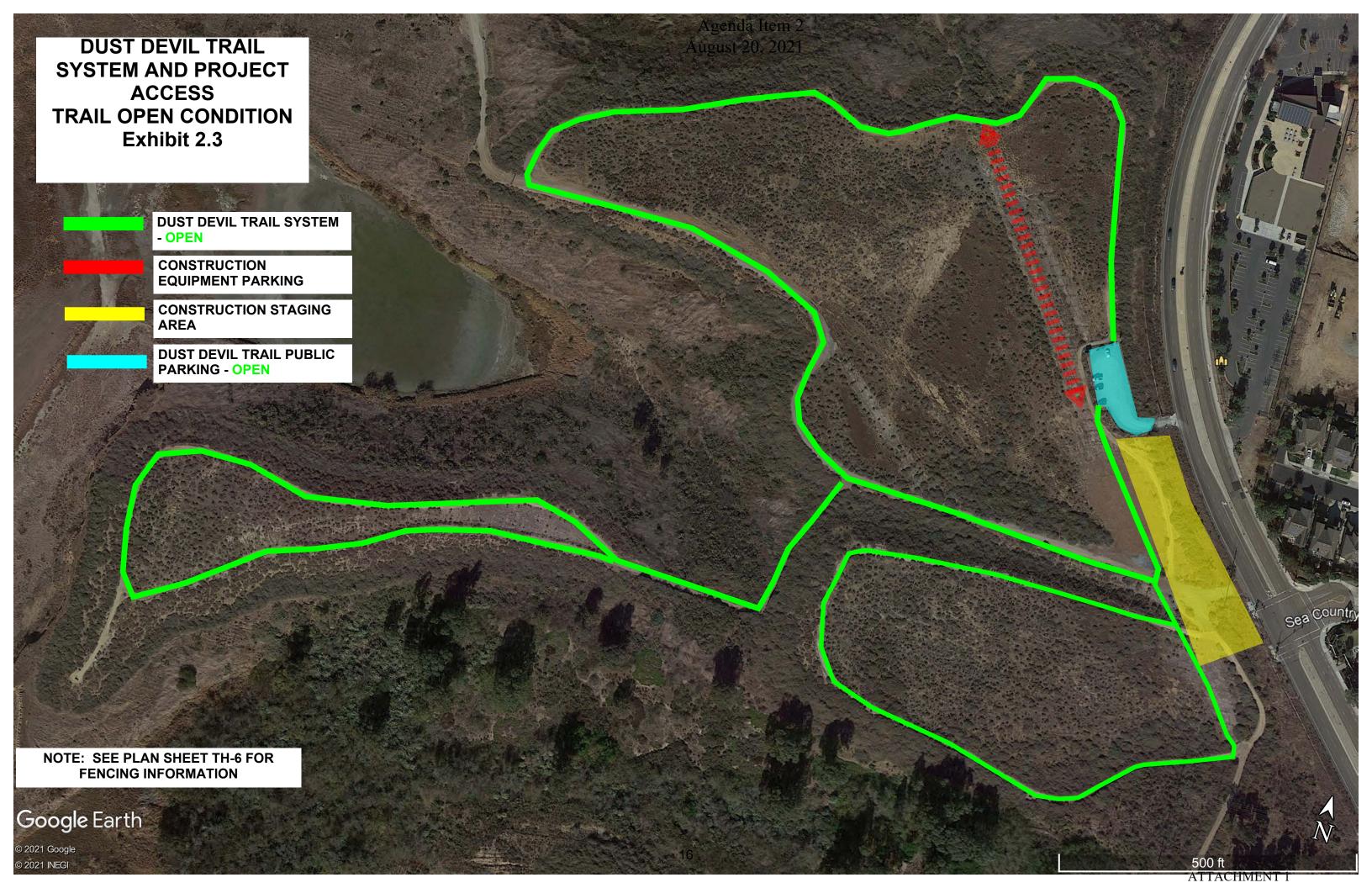
At the Dust Devil Trail System, public access points, parking and trail systems will be returned to preconstruction condition at the completion of the project. Additional trail systems will be opened to the public at the completion of work as part of the overall project scope.

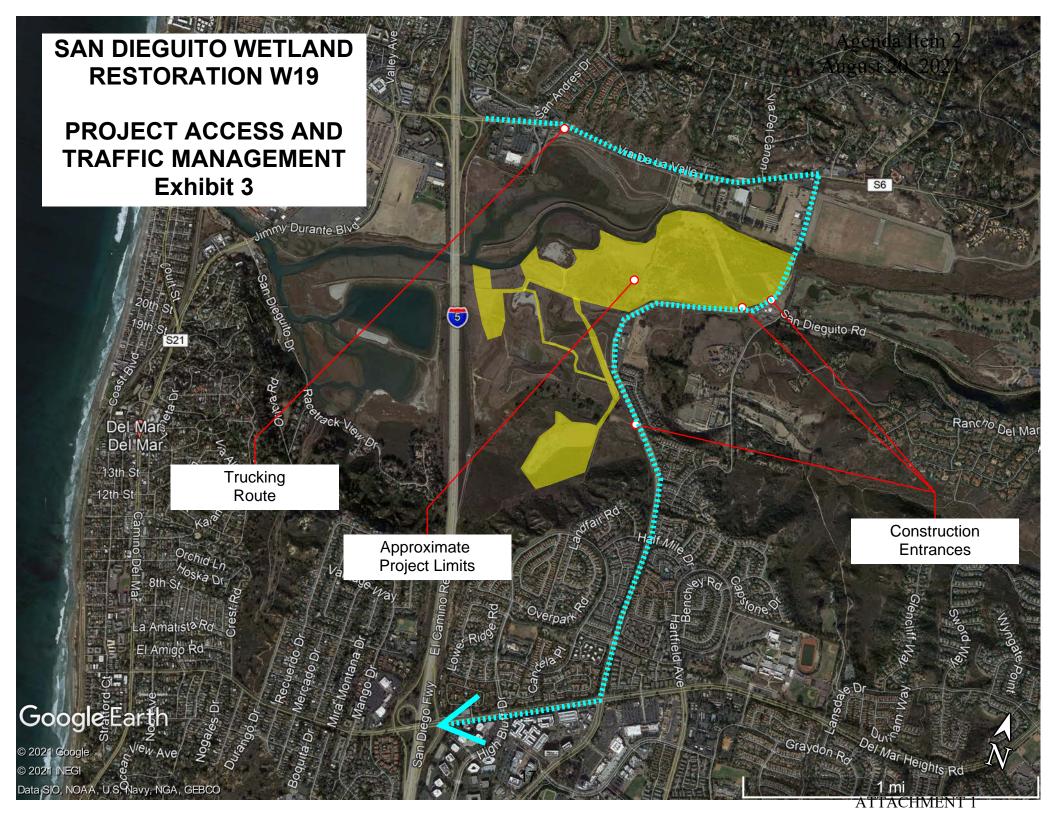
## I. EXHIBITS

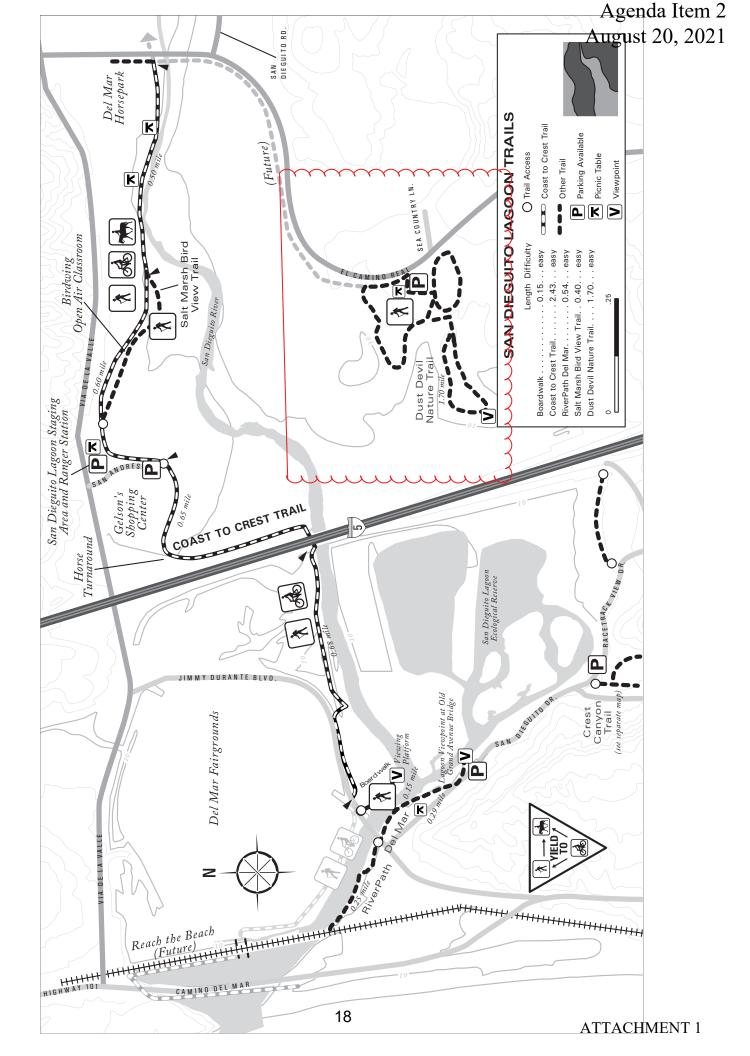
- Exhibit 1 Dust Devil Trail Map and Location
- Exhibit 2 Dust Devil Trail System and Project Access Overlay
- Exhibit 3 Traffic Management Overview
- Exhibit 4 Traffic Handling Signage Plans
- Exhibit 5 Utility Installation Traffic Control Plans

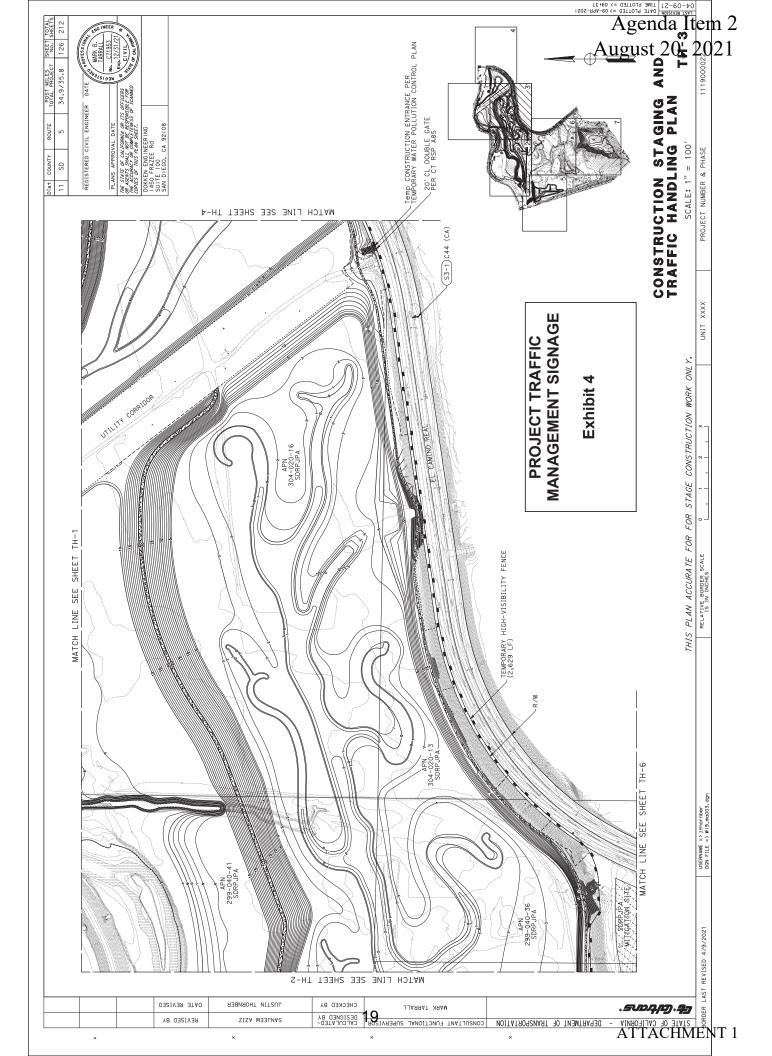


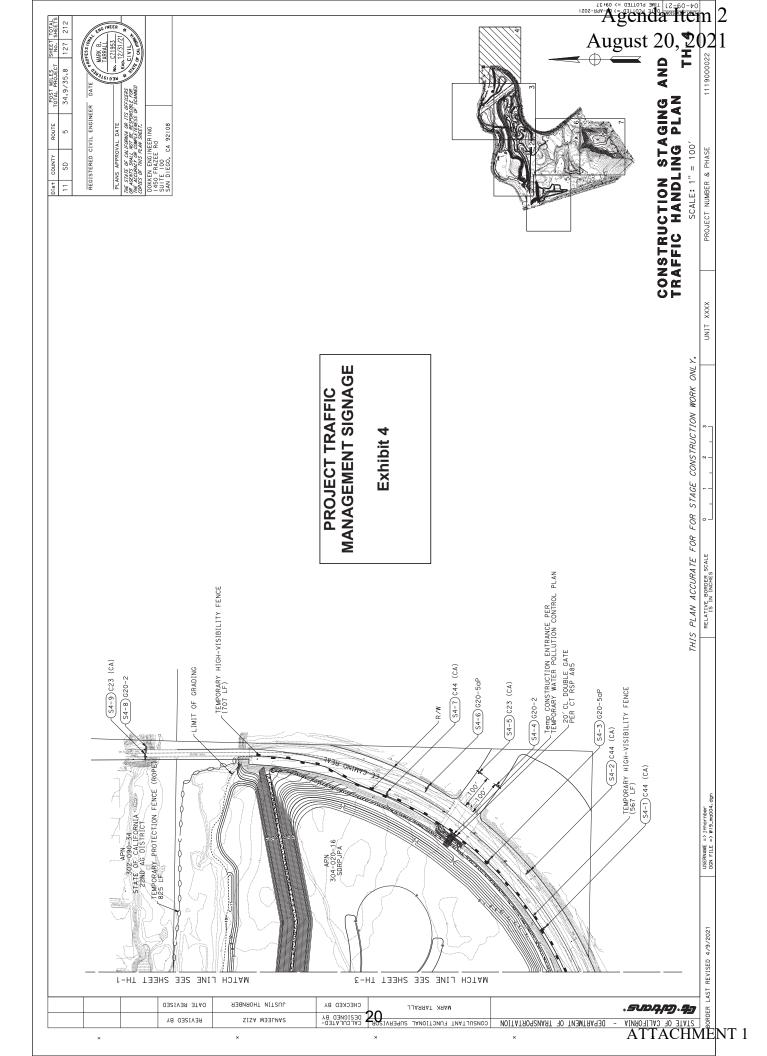


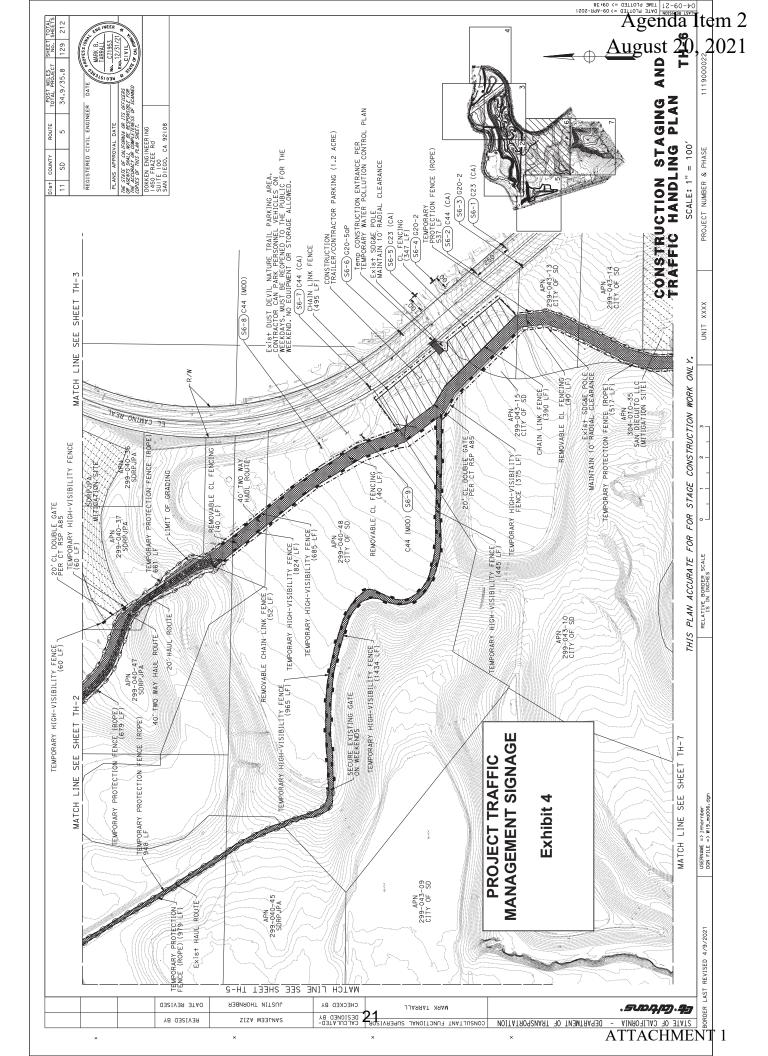




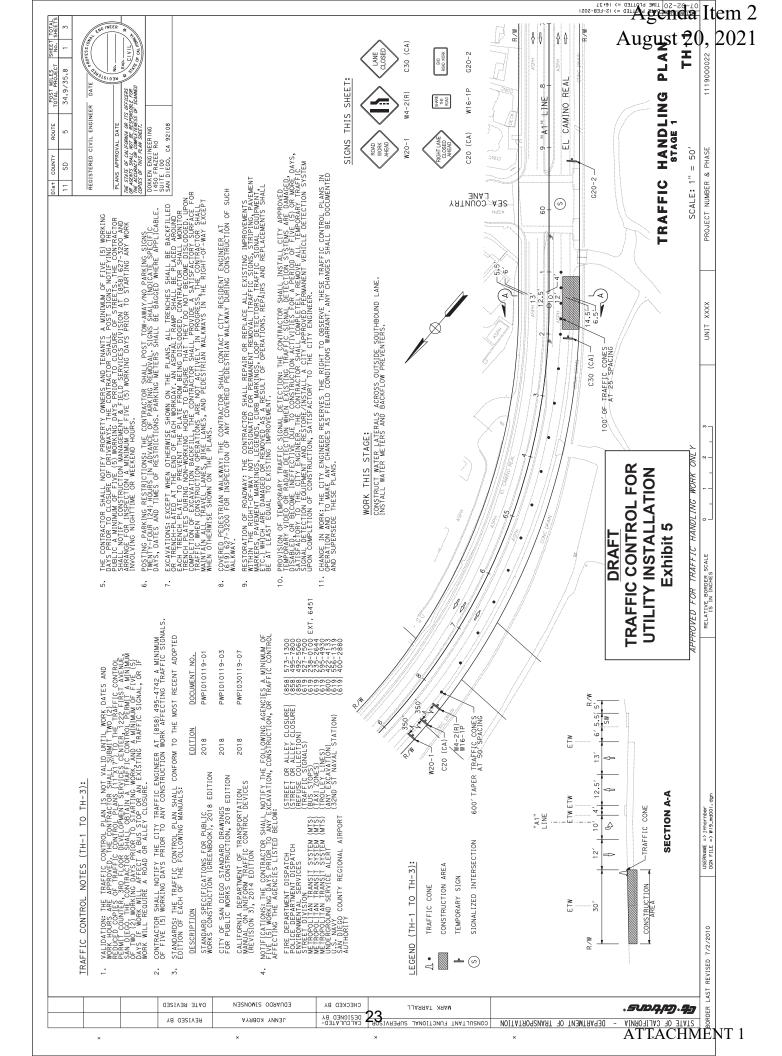


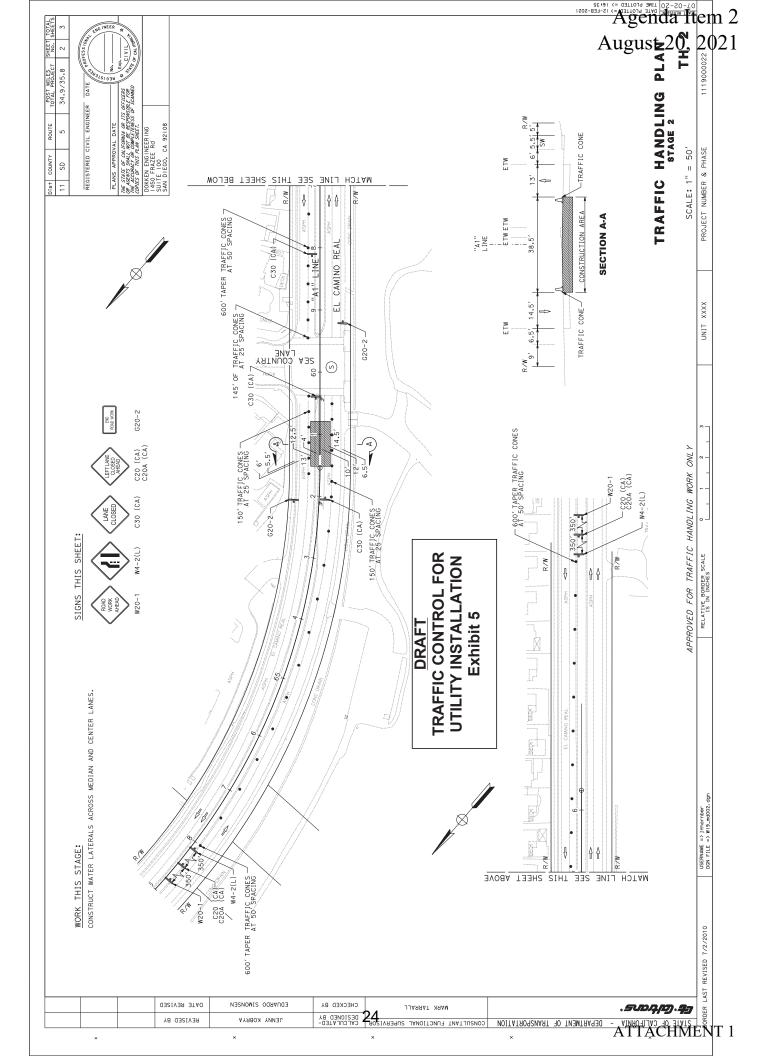


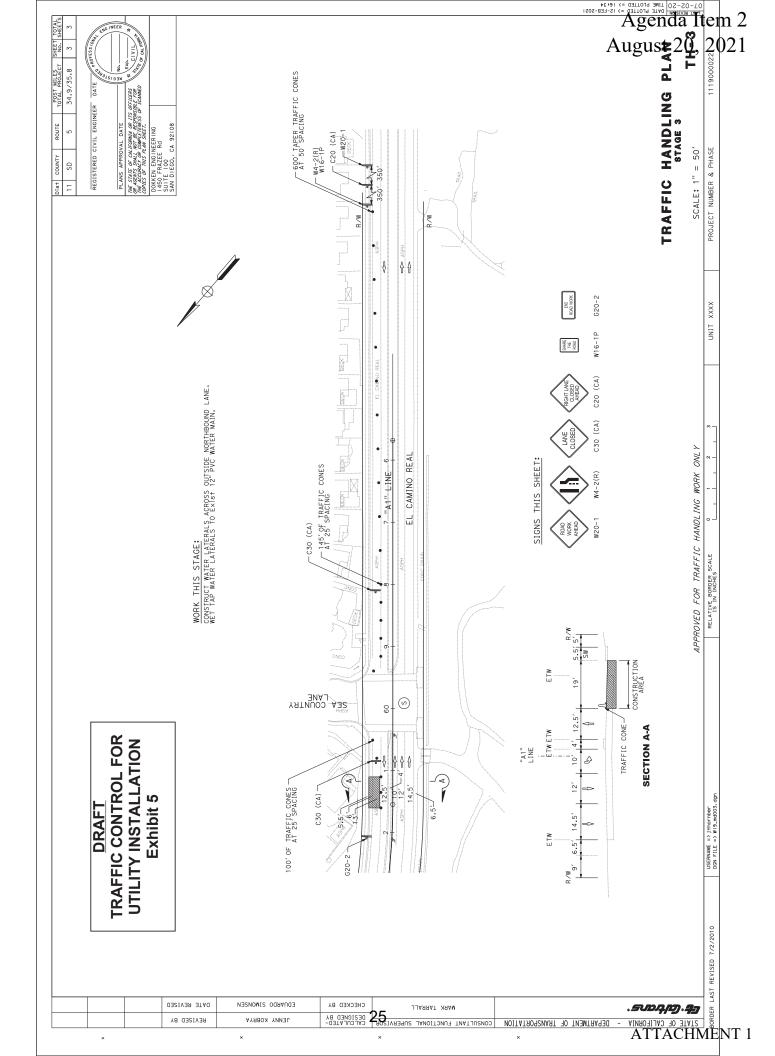




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# Agenda Item 3 August 20, 2021

**TO**: JPA Board

**FROM**: Staff

**SUBJECT**: SDG&E Easement Acquisition and Right-of-Way Use Agreement

#### **RECOMMENDATION:**

Approve SDG&E acquisition of utility easements on JPA property and approve right-of-way use agreement and authorize Executive Director to finalize and sign final documents.

Implementation of the San Dieguito Lagoon Phase Two Restoration Project (W-19) requires two actions by San Diego Gas & Electric (SDG&E) to accommodate W-19 construction and operation:

- 1. Relocate existing utility poles currently located in the W-19 project footprint to a new easement area to accommodate the wetland restoration; and
- 2. Permit the new W-19 trail to cross an existing utility corridor.

## **New Easement Acquisition**

The W-19 project team has been working with SDG&E on a plan to relocate an existing utility line that currently traverses the W-19 project footprint in a north/south direction. It is necessary that the utility lines/poles be relocated to allow for the wetland restoration. The relocation of utility lines for the project was addressed in the Addendum to the Final EIR approved by the JPA Board in May 2020 (Attachments 1 and 2).

New poles are proposed to be installed along the edge of El Camino Real (adjacent to W-19) and adjacent to the existing 150-foot-wide utility transmission corridor that divides the W-19 project site (Attachments 2 and 3). The relocation will require that the existing utility easement along El Camino Real be expanded outside of the road right-of-way and onto property owned by the JPA. In addition, the utility transmission corridor will need to be widened along the west side to accommodate the new poles. The underlying landowner for both areas is the JPA and SDG&E has submitted an offer to purchase additional easement areas from the JPA to widen the corridor. The purchase amount is \$98,000.00 based on an appraised "Fair Market Value". The easements include a land utility easement and an aerial easement all totaling 71,887 square feet. The easement terms were reviewed and conferred between SDG&E and the JPA's General Counsel (Attachment 4).

The easements being purchased are on land originally purchased by the JPA with the assistance of funding from the Wildlife Conservation Board (WCB), and as such, the land is subject to a Grant Agreement that requires WCB approval for the sale of an interest in the property. The WCB Executive Director was informed of the proposed easement

# Agenda Item 3 August 20, 2021

purchase by SDG&E to facilitate the W-19 Project and issued a written approval of the transaction in March of this year.

The relocated utility poles would accommodate the W-19 restoration project and would not interfere with JPA operations and the new easement includes language expressly allowing for the new W-19 wetlands trail to cross the easement area.

Finally, the Easement terms regarding JPA rights and obligations are final. However, the Easement includes a section regarding approval of survey work done by an agent working for Caltrans that requires a signature by Caltrans. This section was still the subject of some negotiations at the time this staff report was drafted. Therefore, the proposed resolution of the Board approving the Easement allows for non-substantive changes that do not alter JPA rights and responsibilities.

New Right-of-Way Use Agreement

A new SDRP public trail planned along the edge of the W-19 project site will connect the Dust Devil Nature Trail to the Coast to Crest Tail and provide views to the new wetlands. In addition to crossing the new easement area being purchased by SDG&E, the new trail will cross the existing SDG&E utility transmission corridor. To clarify the parties' rights and responsibilities regarding the trail improvements, SDG&E requires a Right-of-Way Use Agreement ("Use Agreement") with the JPA. The Use Agreement specifies the conditions for the "shared area" within the utility corridor that will accommodate the trail while maintaining access for SDG&E (Attachment 5). Trail fencing and gates will keep trail users on the trail and out of the utility corridor and maintain access from El Camino Real to/from the utility corridor for SDG&E and its contractors. The terms of the Use Agreement were reviewed and negotiated by the JPA General Counsel and Executive Director. Staff does not anticipate any changes to the Right of Way Use Agreement, but if needed, the proposed Resolution of Approval includes discretion for minor changes (Attachment 6).

Respectfully submitted,

Shawna Anderson Executive Director

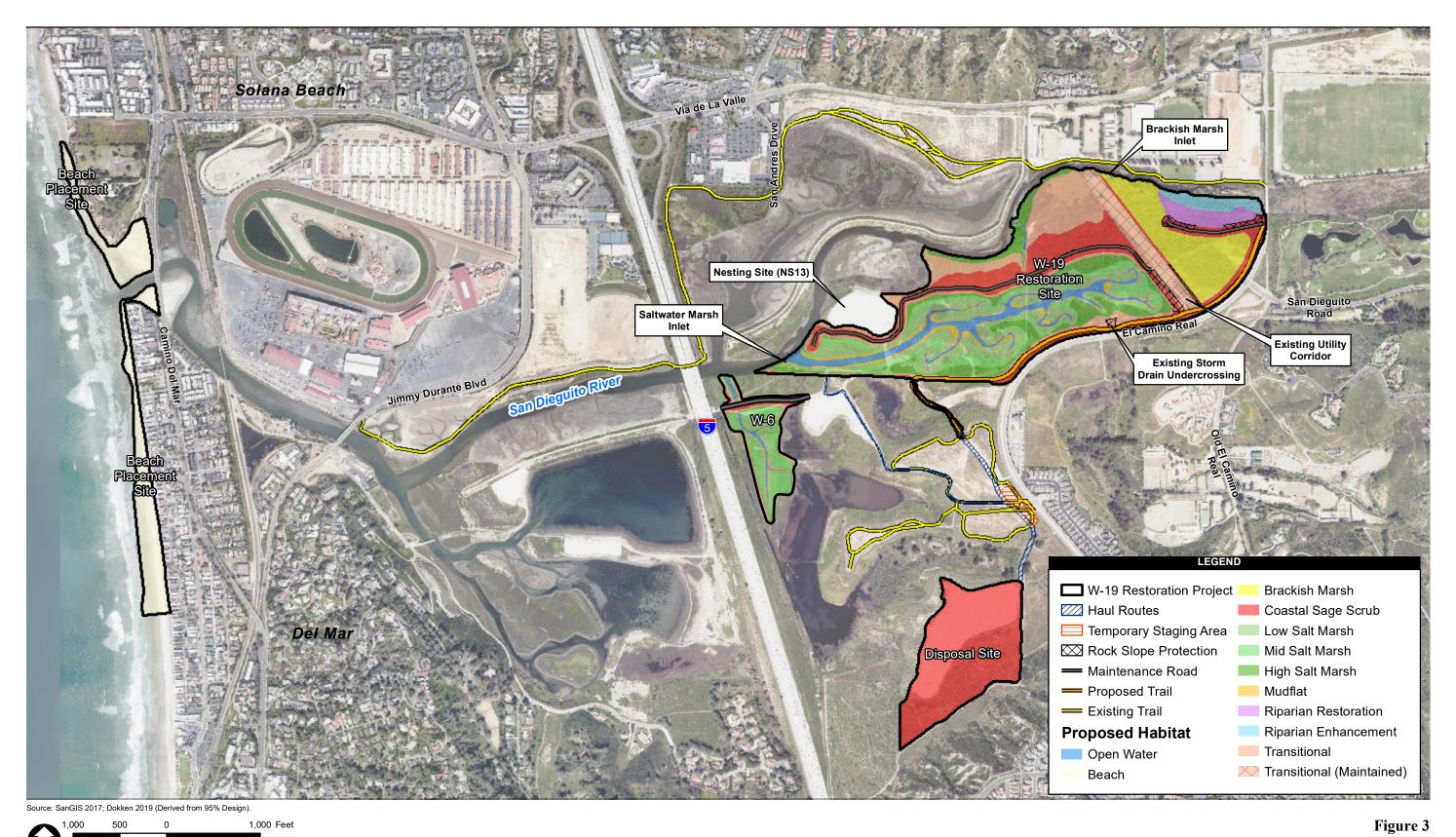
Attachment 1: W-19 Project Area Overview Map

Attachment 2: Utility Relocation Map

Attachment 3: New Utility Easement Map Attachment 4: Proposed SDG&E Easement

Attachment 5: Proposed Right-of-Way Use Agreement

Attachment 6: JPA Resolution of Approval



Proposed Habitat Distribution, W-19 Area and Disposal Site

San Dieguito Lagoon W-19 Restoration Project

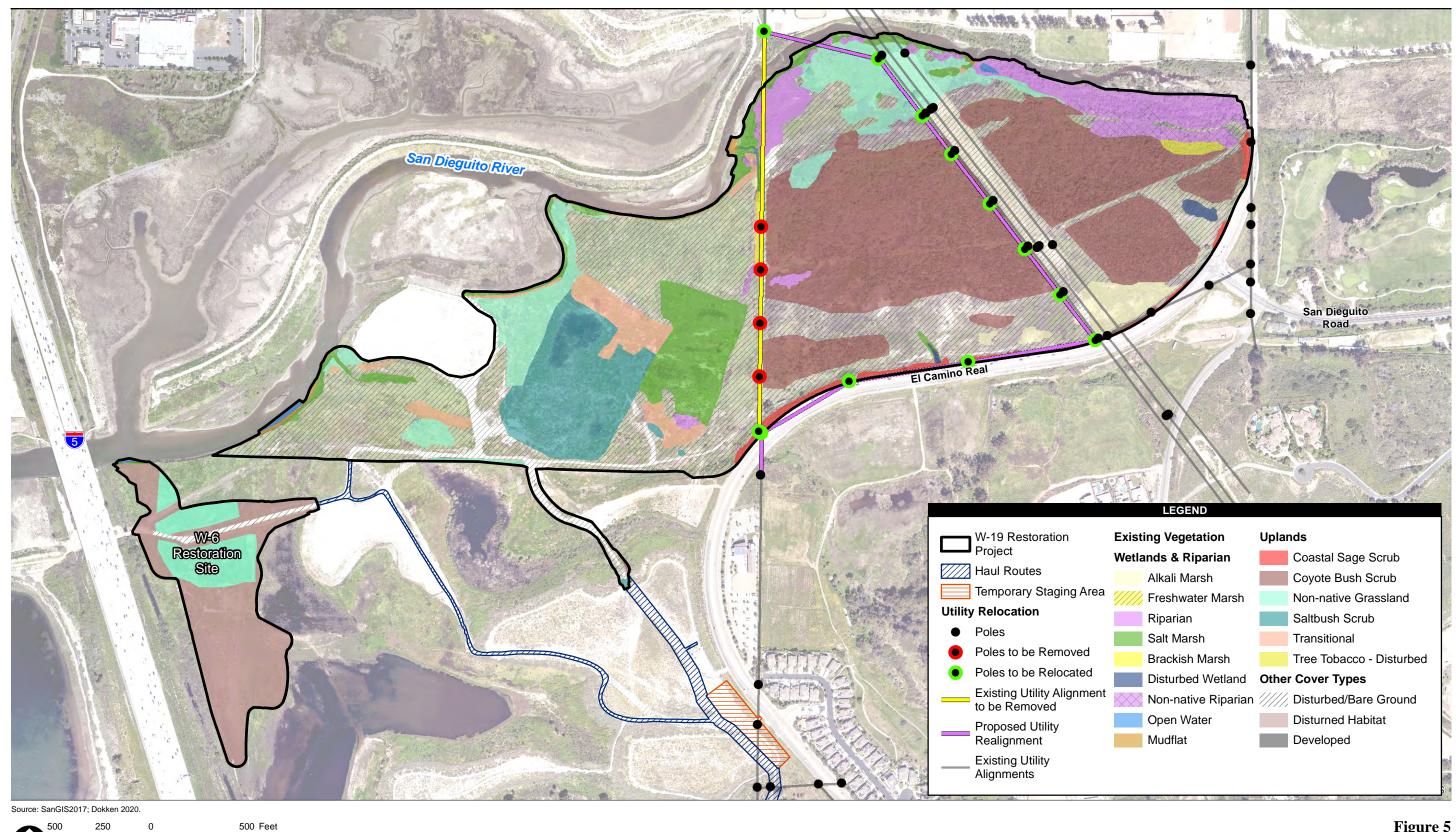
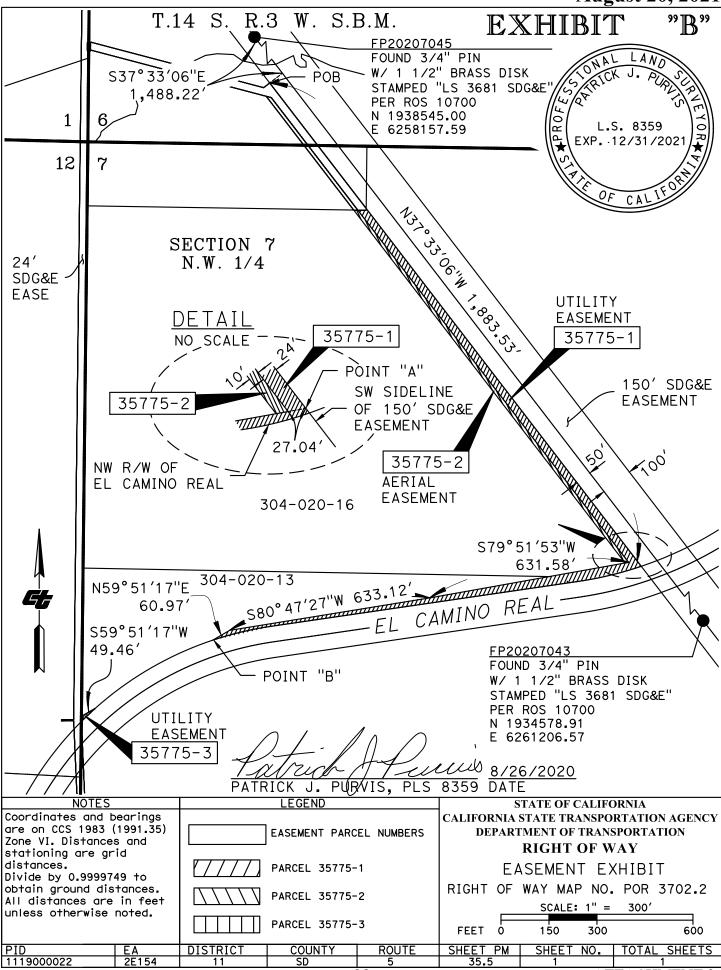


Figure 5
Utility Relocation



Recording Requested by San Diego Gas & Electric Company When recorded, mail to:		Agenda Item August 20, 202	
San Diego Gas & Ele	etric Company		
8690 Balboa Ave			
Mail Stop CPA-01			
San Diego, CA 92123			
Attn: Real Estate Rea	cords		
		SPACE ABOVE FOR RECORDER'S USE	
Project No.: 850625-0	60		
Const. No.: 2989664			
A.P.N. No. 304-020-	13 & 16	Transfer Tax	
SR No.: 254172		SAN DIEGO GAS & ELECTRIC COMPANY	
	_		

# R/W 372513

#### **EASEMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right-of- way (Easement) to erect, construct, dismantle, change the size of, improve, reconstruct, relocate, replace, repair, inspect, patrol, maintain and use one or more lines of towers and/or poles, with wires andcables suspended thereon and supported thereby, including foundations, guys, anchorage, crossarms, braces, insulators, grounding wires and all other appliances, fixtures and appurtenances for use in connection therewith for the transmission and distribution of electricity and for Grantee's telephone, signal and communication purposes, together with their necessary fixtures and appurtenances (all hereinafter referred to as Grantee's Facilities).

The property in which this Easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

The Northwest Quarter of Section 7, Township 14 South, Range 3 West, San Bernardino Meridian, more particularly described in a Deed recorded July 21, 2004 at Document No. 2004-0681667 of Official Records of said County of San Diego.

The Easement in the aforesaid lands is more particularly described in Exhibit "A", consisting of two (2) sheets and shown on Exhibit "B", consisting of one (1) sheet, attached hereto and made a part hereof.

All engineering data and/or legal description for the location of the Grantee Facilities in this Easement has been furnished to Grantee by Professional Land Surveyor Patrick Purvis, PLS No. 8359 ("Surveyor") representing the State of California, Department of Transportation (Caltrans). Caltrans and Surveyor accept full responsibility for the accuracy of such data and descriptions and declare that the descriptions represent the locations of Grantee's Facilities within Grantor's property as previously agreed upon by Caltrans and Grantee. Caltrans and Surveyor agree that should any changes in grade, realignment of road, street, or avenue, or relocation of Grantee's Facilities become necessary as a result of inaccuracies of data furnished by Surveyor, such changes, realignment or relocation shall be immediately remedied by Caltrans and/or

# Agenda Item 3 August 20, 2021

Surveyor at Caltrans' sole expense, and upon Caltrans and/or Surveyor's failure to remedy same within 30 days after demand, Grantee shall have the right, but not the duty, to make such changes, realignments or relocations and Caltrans shall promptly pay to Grantee all reasonable charges thereof.

Grantee's Facilities may be placed at such locations and elevations within the Easement as Grantee may now or hereafter deem convenient or necessary at any time and from time to time. Grantee and Grantee's employees, contractors, subcontractors, agents and representatives shall have the right of ingress and egress by foot and vehicles to, from, along, and within said Easement by any practical route or routes, in, upon, over, above and across the lands described above, and Grantee shall have the right to construct such roads as are necessary and appropriate for the exercise of the ingress and egress rights granted herein and to maintainsuch roads in the manner and to the standards reasonably deemed by Grantee to be adequate for the purposes stated herein. Grantee shall utilize the airspace above, and land on, Grantor's property described above by unmanned aerial systems (sometimes referredto as unmanned aerial vehicles) for the construction, operation, maintenance and inspection of Grantee's Facilities.

After work has been completed on Grantee's Facilities, Grantee shall restore any damage to the ground caused by said work to substantially the same condition as existed immediately prior to any such disturbance. Grantee shall also have the right to carry out any long-term, post-construction restoration and revegetation activities in those areas of the Easement and Grantor's property described above, which Grantee deems reasonably necessary to comply with the requirements of local, state, and federal authorities with jurisdiction over such activities.

Grantee shall indemnify, defend and hold Grantor harmless from and against all losses, damages, or expenses that Grantor may sustain or become liable for that result from the construction or maintenance of Grantee's Facilities and all fixtures and equipment in connection therewith. Such indemnification shall include any losses, damages, or expenses arising solely out of negligence or intentional acts of Grantee but excepting any losses, damages, or expenses resulting from the negligent or intentional acts of the Grantor and third parties and excepting losses, damages or expenses related to Grantor Improvements described below.

Except as expressly provided in this Easement, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any structures including, but not limited to buildings, walls, impound or store fluid or flammable substances, drill or dig any well, nor, except as hereinafter provided, plant any trees on this Easement without Grantee's prior written consent, to be given in its sole discretion.

Except as expressly provided in this Easement, Grantor shall keep the Easement area free and clear of all objects which, in Grantee's sole judgment, would hinder Grantee in its operation, and shall comply with all applicable federal, state and local statutes, ordinances, decisions, rules and regulations, including, but not limited to, State and/or Federal Occupational Safety and Health Acts, safety or other orders of the California Public Utilities Commission and Federal Energy Regulatory Commission, and environmental and hazardous materials laws.

Grantor shall not increase or decrease the ground surface elevations nor allow the ground surface elevations to be increased or decreased in any manner within the Easement, nor shall the ground be penetrated in any manner to a depth in excess of 18 inches without the prior written consent of the Grantee, to be given in its sole discretion.

Grantor expressly reserves the right to install and maintain a public trail made of decomposed granite for a pedestrian and bike path within the portion of the Easement area along El Camino Real. Grantor may also install lodge pole fencing on either side of the public trail for purpose of keeping members of the public within the trail area; provided, however, Grantee shall have the right to drive its vehicles across the trail and any lodge pole fencing installed by Grantor shall include gates to allow

Grantee's vehicles access at all times. The public trail and lodge pole fencing shall together be referred to herein as "Grantor Improvements". Grantee may require Grantor to modify or relocate the Grantor Improvements if they unreasonably interfere with Grantee's use of the Easement. Grantee shall also have the right to temporarily close a portion of the public trail with the Easement area to perform necessary operation, construction and maintenance of Grantee's Facilities. Grantee shall use best efforts not to unreasonably interfere with use and maintenance of the public trail.

Grantor expressly agrees that Grantee shall not be liable for and shall hold Grantee harmless from any and all damages, injury, cost, or liability relating to the Grantor Improvements, including, without limitation, any damages to the Grantor Improvements or loss of operations resulting from Grantee's operation, construction and maintenance of Grantee's Facilities. Grantor agrees to pay all costs for the construction, installation, maintenance and repair of Grantor Improvements. Additionally, Grantor also agrees to indemnify, defend and hold Grantee harmless from any and all loss, cost, injury or liability arising from claims by users of the Grantor Improvements, including, but not limited to, court costs, attorneys' fees, and professional witness fees, excluding claims arising from the willful misconduct of Grantee. Notwithstanding anything else set forth above, Grantee shall repair any damage to the lodge pole fencing resulting from the operation, construction and maintenance of Grantee's Facilities.

Grantor agrees that no other easement or right-of-way shall be granted or dedicated on, under or over this Easement without the prior written consent of Grantee, to be given in its sole discretion.

The Grantor agrees to comply with federal and state guidelines and regulations with respect to the curation of any paleontological or archaeological resources found within the Easement during Grantee's activities.

At all times, Grantor and Grantee shall have the right to erect, maintain, access and use gates and all fences which now cross or which may hereafter cross this Easement or said practical routes of ingress and egress; provided, however, all such gates shall allow joint access by Grantor and Grantee at all times. Additionally, Grantee shall have the right to arrange for Grantor's joint ingress and egress by allowing the linking of Grantor's lock in a traditional "daisy chain" or similar installation to provide access to Grantee.

Grantee shall have the right to trim, cut and remove trees, brush, foliage, roots and other vegetation from within this Easement whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. This right shall not relieve Grantor of any duty to trim, cut and remove trees and brush to prevent danger or hazard to property or persons.

Grantee shall have the right when it deems necessary to trim or top and to keep trimmed or topped any and all trees on Grantor's lands adjacent to the herein granted Easement whenever in Grantee's sole judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantee shall not be required to trim or top trees in the ordinary course of tree care.

All prospecting for or development of geothermal substances, minerals, oil, gas, petroleum, or other substances on the Property shall be done from locations outside the boundaries of this Easement; further, said prospecting or development shall be done in such a manner and by methods that will not penetrate that 500 foot deep zone directly beneath the surface of the ground within this Easement, nor interfere with Grantee's right of ingress and egress, operation, maintenance and repair of Grantee's Facilities located within this Easement.

The right to transfer and assign this Easement in whole or in part is hereby granted to Grantee.

# Agenda Item 3 August 20, 2021

This Easement shall be binding upon and inure to the benefit of successors, executors, heirs, administrators and assigns of Grantor and Grantee.

	WITNESS WHEREOF, Grantor, 20	has executed Easement thisday of
		SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY
		By:
		Name:(Print Name)
		Title:
	tate of California, Department of Tra ibe the easement area described here:	ensportation (Caltrans) accepts responsibility for the data in.  STATE OF CALIFORNIA, DEPARTMENT OF TRANPORTATION
		By:
		Name:
		Title:
	al Land Surveyor, Patrick J. Purvis, e easement areas described herein.	PLS No. 8359, accepts responsibility for the data used to  By:
		Name: Patrick J. Purvis
Drawn: Checked:	L. Galvis	
Date:	04/20/2021 (Rev. 7/13/2021)	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFOR	NIA	
COUNTY OF	SS.	
On	, before me	
	(name, title of officer)	
personally appeared	,	
authorized capacity(ies) upon behalf of which the	and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the ene person(s) acted, executed the instrument.  TY OF PERJURY under the laws of the State of California that the foregorrect.	ntity
WITNESS my hand and	d official seal.	
(Signature of N	Notary Public) (Notary Seal)	
(2.5	·	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFOR	NIA
COUNTY OF	SS.
On	, before me, (name, title of officer)
	(name, the of officer)
personally appeared	,
to the within instrume authorized capacity(ies upon behalf of which the	the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed ent and acknowledged to me that he/she/they executed the same in his/her/their si), and that by his/her/their signature(s) on the instrument the person(s), or the entity the person(s) acted, executed the instrument.
paragraph is true and c	LTY OF PERJURY under the laws of the State of California that the foregoing orrect.
WITNESS my hand an	d official seal.
(Signature of	(Notary Seal) Notary Public)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFO	INIA	
COUNTY OF	SS.	
On	, before me, (name, title of officer)	
to the within instrum authorized capacity(i	he basis of satisfactory evidence to be the person(s) whose name(s) is/are subscrient and acknowledged to me that he/she/they executed the same in his/her/thes, and that by his/her/their signature(s) on the instrument the person(s), or the enthe person(s) acted, executed the instrument.	heir
I certify under PENA paragraph is true and	LTY OF PERJURY under the laws of the State of California that the foregorect.	oing
WITNESS my hand a	nd official seal.	
(Signature	Notary Public) (Notary Seal)	

#### Exhibit "A"

#### Parcel 35775-1

AN EASEMENT FOR UTILITY PURPOSES upon, over, under, and across that portion of Grant Deed to the San Diego River Valley Regional Open Space Park Joint Powers Authority, in the City of San Diego, County of San Diego, State of California, recorded July 21, 2004 as Document No. 2004-0681667, Official Records, in the office of the County Recorder of said County, being within the Northwest Quarter of Section 7, Township 14 South, Range 3 West, San Bernardino Meridian, according to official plat thereof, being a strip of land 24.00 feet in width, the Northeasterly sideline of said strip described as follows:

**COMMENCING** at a point on the centerline of the 150 foot San Diego Gas and Electric Company's Electric Transmission Right of Way, being the Southerly terminus of that course shown as "745.51'" on Sheet 2 of ROS 10700, filed August 28, 1986 as File No. 86-375364 in the office of the County Recorder of said County, also being marked with a 3/4 inch pin with a 1-1/2 inch brass disk, stamped "LS 3681 SDG&E", thence along said centerline, S.37°33'06"E., 1488.22 feet; thence leaving said centerline S.52°26'54"W., 50.00 feet to the Southwesterly sideline of said Right of Way, and the **POINT OF BEGINNING**; thence (1) along said Southwesterly sideline, S.37°33'06"E., 1883.53 feet to a point, being designated herein as Point "A"; thence (2) continuing along said Southwesterly sideline, S.37°33'06"E., 21.48 feet to the Northwesterly Right-of-Way of El Camino Real as described in Final Order of Condemnation recorded March 16, 1989 as Document No. 89-133994, Official Records, in the office of the County Recorder of said County, and the **POINT OF TERMINUS**.

**TOGETHER WITH** that portion of said Grant Deed lying Southerly and Southeasterly of the following described line:

**BEGINNING** at aforementioned Point "A", thence (3) S.79°51'53"W., 658.62 feet; thence (4) S.80°47'27"W., 633.12 feet; thence (5) S.59°51'17"W., 60.97 feet to said Northwesterly Right-of-Way, being designated herein as Point "B", and the **POINT OF TERMINUS**.

**EXCEPTING THEREFROM** that portion described in said Final Order of Condemnation.

### Parcel 35775-2

AN AERIAL EASEMENT FOR UTILITY PURPOSES over that portion of Grant Deed to the San Diego River Valley Regional Open Space Park Joint Powers Authority, in the City of San Diego, County of San Diego, State of California, recorded July 21, 2004

as Document No. 2004-0681667, Official Records, in the office of the County Recorder of said County, being a strip of land 10.00 feet in width, the Northeasterly sideline of said strip being the Southwesterly sideline of the hereinabove 24.00 foot strip of "Parcel 35775-1".

The sidelines of said 10.00 foot strip shall be prolonged or shortened so as to terminate in the North at the North line of said Grant Deed and in the South at course "(3)" of the hereinabove "Parcel 35775-1"

#### Parcel 35775-3

AN EASEMENT FOR UTILITY PURPOSES upon, over, under, and across that portion of Grant Deed to the San Diego River Valley Regional Open Space Park Joint Powers Authority, in the City of San Diego, County of San Diego, State of California, recorded July 21, 2004 as Document No. 2004-0681667, Official Records, in the office of the County Recorder of said County, lying Southeasterly of the following described line:

**BEGINNING** at aforementioned Point "B", thence (6) S.59°51'17"W., 474.63 feet to the West line of said Grant Deed, and the **POINT OF TERMINUS**.

**EXCEPTING THEREFROM** that portion described in said Final Order of Condemnation.

Bearings and distances are based on the California Coordinate System of 1983, Zone 6, Epoch 1991.35. Divide all distances by 0.9999749 to obtain ground level distances.

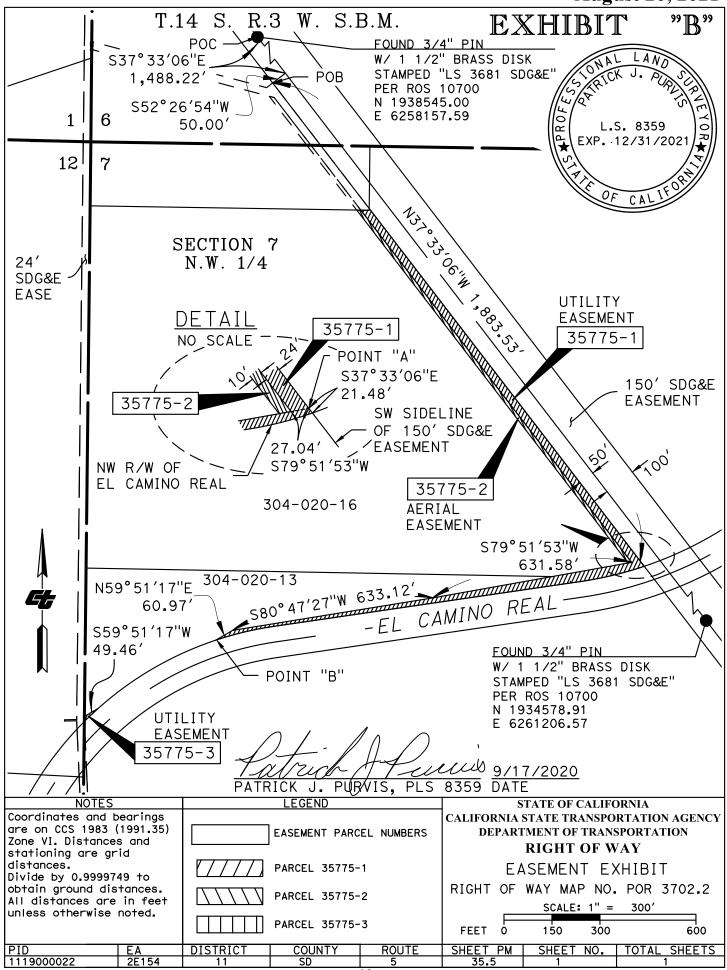
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature Tatruch # 1

Date 9/18/2020

AU<u>PJP</u>

CK ALB



Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
ATTN: Real Estate Services
8335 Century Park Ct.
San Diego, CA 92123
Attn: Records

APN: 302-020-13 & 16

(SPACE ABOVE FOR RECORDER'S USE)

Transfer Tax None SAN DIEGO GAS & ELECTRIC COMPANY

#### **RIGHT-OF-WAY USE AGREEMENT**

This Right-of-Way Use Agreement ("Agreement") is made \_\_\_\_\_\_ by and between San Diego Gas & Electric Company, a California corporation ("SDG&E") and San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a municipal agency ("JPA") with reference to the following facts:

- A. JPA is the owner of that certain real property described on the Exhibit "A", which is attached hereto and incorporated herein by reference.
- B. SDG&E has easements described as **SDG&E Right of Way No. 45038** dated February 27, 1957, recorded May 3, 1957, as Book 6563, Page 108, and **SDG&E Right of Way No. 81432** dated October 3, 2007, recorded October 10, 2007, as Document No. 2007-0653034, all of Official Records of County of San Diego, State of California (collectively, "SDG&E Easement").
- C. JPA desires to install a public trail made of decomposed granite with lodge pole fencing on each side of the public trail (collectively, "JPA Improvements") for a pedestrian and bike path within a portion of the SDG&E Easement area in the location depicted on the Exhibit "B" ("Shared Area"), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Vehicle access shall be provided at all times (24 hours a day) to SDG&E, and SDG&E service locks shall be required on all gates adjacent to or along the SDG&E Easement.
- 2. JPA agrees that only the JPA Improvements will be constructed or performed in the Shared Area.
- 3. This Agreement is made subject to the conditions, restrictions, reservations and rights contained in SDG&E Easement referenced above. JPA's use shall not interfere with the free and complete effective exercise of SDG&E's use the SDG&E Easement interest as part of SDG&E's utility corridor.
- 4. The covenants, rights, privileges and obligations created by this Agreement run with the Shared Area and shall benefit and bind all present and future parties having any right, title or interest to, any portion of the SDG&E Easement or the land described above and shall continue in effect until and unless released by SDG&E, in its sole discretion. The term "JPA" as used in this Agreement shall include all successors in interest and assigns of JPA, including without limitation, any public entity assuming JPA's title or interest in or accepting dedication of JPA's Improvements. JPAagrees to give SDG&E notice pursuant to Paragraph 16 of the names and addresses of any such successors and assigns. SDG&E shall not be obligated to notify any such successors and assigns other than those whose names and addresses are furnished pursuant to this paragraph.
- 5. This Agreement does not alter or diminish the rights held by the parties pursuant to the SDG&E Easement and JPA agrees not to contest SDG&E's title to the SDG&E Easement or the priority of SDG&E's title
- 6. JPA agrees to comply with all appropriate statutes, ordinances, codes and regulations or public bodies having jurisdiction over the subject matter of this Agreement.
- 7. If SDG&E determines that any of the JPA Improvements within the public trail unreasonably interferes with SDG&E's use of the SDG&E Easement, JPAagrees to remove or alter those improvements as requested by SDG&E within sixty (60) days after receipt of written notice, and to restore the ground and area to SDG&E's satisfaction and as near as possible to its original condition and appearance prior to JPA's installation of JPA's Improvements. Such removal, restoration or alteration shall be at the sole cost and expense of JPA. If JPA fails to remove, restore or alter within ninety(90) days after notice, SDG&E shall have the right to remove or alter JPA's Improvements and restore the area at the sole expense and risk of JPA, which expense JPAagrees to pay to SDG&E upon demand.
- 8. JPA agrees to assume all risks of loss, damage, and injury to persons and property in any manner arising from JPA's and JPA's employees', contractors', agents', representatives' and invitees' (collectively, "JPA Parties") activities, use and occupation of the Shared Area pursuant to this Agreement, including activities, use and occupation prohibited or not authorized by this Agreement. JPA also agrees to indemnify, defend and hold SDG&E harmless from any and all loss, cost, injury or liability arising from use and occupation of

the Shared Area by the JPA or a JPA Party, including, but not limited to, court costs, attorneys' fees, and professional witness' fees.

- 9.SDG&E shall not be responsible for damage to JPA's Improvements resulting from the operation, construction and maintenance of SDG&E's facilities, provided, however, that SDG&E shall repair any damage to the lodge pole fencing resulting from the operation, construction and maintenance of SDG&E facilities. Additionally, SDG&E shall have the right to temporarily close the portion of the public trail within the SDG&E Easement area to perform necessary operation, construction and maintenance of SDG&E facilities.
- 10. JPA agrees to pay all costs for the construction, installation, maintenance and repair of JPA's Improvements.
- 11. JPA agrees to keep the Shared Area free from weeds, waste and the accumulation of flammable materials. JPAagrees not to reside or allow any residence, temporary or otherwise, within the Shared Area.
- 12. JPAagrees to submit plans for review and approval to SDG&E Land Management prior to commencement of any additional work in the Shared Area (i) modifying the plans already permitted by SDG&E or (ii) following initial construction and installation. Such additional work may be approved in SDG&E's sole discretion and may be subject to approval by the California Public Utilties Commission.
- 13. Except as specifically provided for in this Agreement, the ground elevation within the SDG&E Easement shall not be raised or lowered without prior written consent from SDG&E and may be subject to approval by the California Public Utilities Commission.
- 14. This Agreement may be presented for recordation by either party to the County Recorder of the County in which the above-described land is situated. JPA represents and warrants to SDG&E that JPA has obtained all necessary rights for installation of the subject improvements and is the owner of the underlying fee and has obtained all applicable government approvals.
- 15. JPAagrees to call Dig Alert by dialing 811 prior to any grading or digging activities in the SDG&E Easement.
- 16. All notices required in this Agreement shall be deemed given when made in writing and mailed in the United States mail, certified and postage pre-paid, addressed to JPAat the address below or to successors and assigns whose names and addresses are furnished to SDG&E pursuant to Paragraph 4, above.

To SDG&E: San Diego Gas & Electric Company, ATTN: Land Services 8690 Balboa Avenue, CPA06 San Diego, CA 92123 To JPA: San Dieguito River Valley Regional Open Space Park Joint Powers Authority

Attn: Executive Director 18372 Sycamore Creek Road Escondido, CA 92025

Telephone: (858)

Email:

17. This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original and all taken together shall constitute one and the same instrument.

Should additional information on this matter be required, please contact SDG&E Land Management Department.

[Signature Page and Notary Acknowledgments to Follow]

44

ATTACHMENT 5

	DIEGO GAS of Sornia corpora		RIC COMP	ANY,					
By:	Colleen Fin Land Mana	10	ıpervisor						
Date:									
	PTED:								
AUTH	DIEGUITO IORITY, icipal agency	RIVER	VALLEY	REGIONAL	OPEN	SPACE	PARK	JOINT	POWERS
By:									
Date:									

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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ATTACHMENT 5

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA			
COUNTY OF			
On, before me			
(name, title of officer)			
personally appeared			
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.			
(Notary Seal) (Signature of Notary Public)			

# Exhibit "A" LEGAL DESCRIPTION OF JPA PROPERTY [To be attached]

Exhibit "B"

# DEPICTION OF SHARED AREA [To be attached]

#### **RESOLUTION NO. R21-1**

RESOLUTION OF THE SAN DIEGUITO RIVER VALLEY REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY BOARD OF DIRECTORS APPROVING SDG&E UTILITY EASEMENT ACQUISITION AND RIGHT OF WAY USE AGREEMENT TO ACCOMMODATE THE SAN DIEGUITO LAGOON PHASE TWO RESTORATION PROJECT (W-19)

WHEREAS, the San Dieguito River Park Joint Powers Authority is a project partner with the San Diego Association of Governments (SANDAG) and Caltrans to approve and implement the San Dieguito Lagoon Phase Two Restoration Project (also known as the W-19 Project); and

WHEREAS, the W-19 project site will be restored to tidal wetlands consistent with the San Dieguito River Park JPA's Park Master Plan for the Coastal Area and with the goals and objectives for the W-19 Restoration Project by restoring additional coastal wetlands within the Del Mar Coastal Lagoon area and further improving the ecological functions of the San Dieguito Lagoon system as a whole; and

WHEREAS, the San Dieguito River Park Joint Powers Authority certified a Final EIR for the San Dieguito Lagoon W-19 Restoration Project (SCH No. 2014081095) on November 16, 2018 per Resolution R18-3 and an Addendum to the San Dieguito Lagoon W-19 Restoration Project Final EIR on May 15, 2020 per Resolution R20-1; and

WHEREAS, in order to accommodate the wetland restoration project, an existing utility line owned and operated by San Diego Gas & Electric (SDG&E) within the W-19 project site must be relocated to allow for the wetland restoration; and

WHEREAS, new easement must be obtained by SDG&E to relocate the existing power utility line; and

WHEREAS, the area proposed by SDG&E for utility relocation is located on land owned by the JPA within the W-19 project area; and

WHEREAS, the JPA's Final EIR Addendum addressed the relocation of certain utility infrastructure as part of the W-19 Project; and

WHEREAS, the W-19 Project also requires a Right of Way Use Agreement to facilitate construction of a new public trail segment within an existing SDGE utility corridor easement area,

NOW, THEREFORE, it is hereby resolved, determined, and ordered by the Board of Directors of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA") as follows:

50 ATTACHMENT 6

- 1. The foregoing recitals are true and correct.
- 2. The Board hereby approves SDG&E's purchase of the Easement attached hereto as Exhibit A, for the sum \$98,000.00.
- 3. The Board further approves the Right of Way Use Agreement attached hereto as Exhibit B.
- 4. The Board authorizes the Executive Director to execute the Easement and Right of Way Use Agreement, and in consultation with General Counsel, to make non-substantive revisions to the documents, so long as they do not alter JPA rights and responsibilities.
- 5. The Executive Director and/or her designees are directed to take any and all such further actions, and to execute such further documents on behalf of the Board, as may reasonably be necessary to carry out the approvals and agreements authorized by this Resolution.

PASSED AND ADOPTED at the regular meeting of the Board of Directors on the 20<sup>th</sup> day of August, 2021 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	
	Chair

**TO**: JPA Board

**FROM**: Staff

**SUBJECT**: Potential Sale of Volcan Mountain North Preserve Parcels

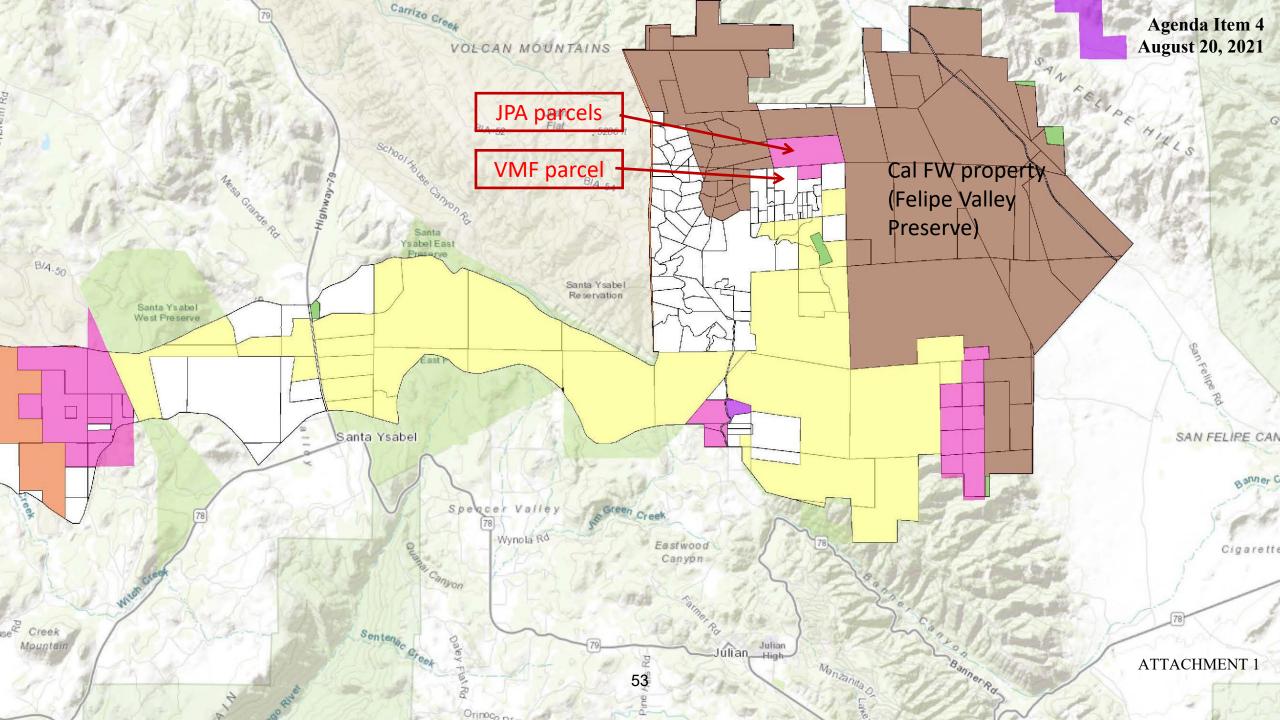
The request is to authorize the Executive Director to enter into negotiations for the potential sale of JPA property to the California Department of Fish and Wildlife (CDFW). The JPA owns two properties on the north side of Volcan Mountain that were donated to the JPA through a property probate in 2003. The JPA refers to these properties as the "Volcan Mountain North Preserve". No deed restrictions exist on the JPA property. The property totals 169 acres and is located adjacent to land owned by the Volcan Mountain Foundation (VMF) and a 14,449-acre open space preserve owned and managed by CDFW called the San Felipe Valley Wildlife Area (SFVWA). See Attachment 1.

The CDFW's overall purpose for the SFVWA is to manage and maintain a diversity of habitats including riparian forest, oak woodland, and other rare habitat types and to allow compatible wildlife-dependent public uses (hunting, environmental research and education, wildlife viewing and photography, and hiking). The VMF recently entered into discussions with CDFW to sell their adjacent property to add to the San Felipe Wildlife Area. Through these discussions JPA staff was asked if the JPA would be interested in adding their property to the proposed acquisition package.

Although the JPA has not previously sold its properties, this situation is a unique circumstance. The VMF is a partner with the JPA and combining the JPA's adjacent property with VMF property represents an attractive acquisition package for the CDFW when appealing for limited acquisition funding. The properties would remain protected and be added to the San Felipe Valley open space preserve and managed by CDFW. Apart from preservation, the JPA does not have planned uses for the property that could otherwise be compromised by selling the property. The JPA could use the proceeds for other needs consistent with the SDRP mission.

This request is to authorize the JPA's Executive Director to engage in negotiations with CDFW for a potential purchase. Details, including an appraisal and acquisition offer, will be presented to the JPA Board for your consideration when available.

Attachment 1: Volcan Mountain parcel map



## Staying safe while hiking in the heat



Precautions should be taken on hot days when out hiking trails like this one at Blue Sky Ecological Reserve in Poway. (City of Poway)

#### BY EMILY SORENSEN

JULY 28, 2021 2:40 PM PT

With the recent rescue of two hikers from trails near Lake Poway, now is a good time to learn how to hike safely in the summer heat.

Poway Fire Battalion Chief Rodney Ortiz said the fire department has been dealing with hiker rescues as the weather has warmed up, including the two earlier this month. Both hikers were on the Lake Poway trailhead going to Potato Chip Rock, a popular hiking destination. Ortiz said many hikers are unaware of how strenuous the hike is and how there is very little shade available once on the main trail.

"It's only going to get worse as the heat increases," Ortiz said. "Most people want to get out when it's a beautiful day, but they don't take into consideration the length of the hike and how strenuous the hike is."

Jason Lopez, resources and trails manager for San Dieguito River Park, said there have been more heatrelated incidents at the park recently and it is more common for rangers to transport people back to their vehicles.

Mistakes hikers make include not bringing enough water and not being familiar with the area in which they are hiking, Ortiz said. Hikers are also often uninformed that the dirt on hiking trails reflects heat, causing the trails to be about 10 percent hotter than surrounding temperatures. "Most people are not aware and underestimate the amount of heat when they go out," he said.

Ortiz said a tip for hiking safely in hot weather is to get an early start before the weather begins to warm up, and to consider the time it will take you to get back. Hikers should aim to be finished with their hikes before the peak heat of the day.

Staying hydrated is important while hiking in warm weather. Hikers should make sure they are hydrated before beginning their hike, and bring more water than they think they will need, Ortiz said. He added the amount of water a person needs depends on the person, their body weight and how far they are hiking. Ortiz recommended bringing a half-liter of water per hour.

Annie Ransom, interpretive services coordinator for Blue Sky Ecological Reserve in Poway, said she recommends taking one liter of water per hour on the trail. Hikers should also pay attention to how they feel, she said. "If you feel thirsty, you're already dehydrated," Ransom said. "... If you feel dizzy and nauseous, stop and get into shade. If you stop sweating and you're disoriented, stop and call 911."

Lopez echoed the advice that hikers should arrive well-hydrated and bring more water than they think they need. Wetting down their shirts can also help them keep cool while hiking, so extra water can help treat themselves or other hikers in distress. Nate Collins, park ranger for San Dieguito River Park, said hikers should bring one liter of water per hour per person while on the trail.

Aside from water, hikers should ensure they have their cellphones in order to call 911 in case of emergency, Ortiz said. "We go out (on rescues) quite regularly and people don't know where they are on the trailhead," he said. Looking out for land markers can also help guide rescuers if a hiker is stranded, like hikers knowing they are a mile up the trailhead or by the picnic benches. Hikers can also use their cellphones to give GPS coordinates to rescuers, Ortiz added.

Wearing proper clothing while hiking is important. Ortiz said hikers should wear good hiking shoes plus clothing that does not retain heat and will protect their skin from the sun. Ransom said hikers should wear long sleeves and long pants, exposing as little skin as possible. Clothing should be made of a sweat-wicking fabric, with cotton being one of the worst fabrics hikers can wear, Ransom added. Hiking outfits should include a hat that covers the head and neck plus sunglasses. Sunscreen is also necessary.

Hikers should also know their own limitations, Ortiz said. "I think a lot of people try to get the perfect picture (at Potato Chip Rock) for social media, but don't realize the hike is long and strenuous," he said. "People overestimate themselves."

Felipe Franco-Ortiz, park ranger with the San Dieguito River Park, also said hikers should know their limitations before going out on a hike. This includes knowing how far out from their vehicles and back they can handle and doing research on the difficulties of trails before heading out. Hikers can also call rangers for advice, he added.

Collins said hyperthermia, or the inability to reduce body core temperature resulting in heat illness, is a big challenge while on the trail. Hikers should avoid using trails during heat advisories, cool off whenever possible and wear loose, breathable clothing. They also need to look out for their electrolytes and blood sugar while hiking and sweating, so healthy snacks and supplements to resupply salts and sugars should be used on long hikes, Collins added.

Ransom said hikers should let someone know where they are going and when they expect to get back, so help can be summoned if the hiker fails to return on time. Hikers should also hike with a buddy whenever

possible. Ransom also suggested hikers bring along items like first aid supplies, extra food, a flashlight or head lamp and extra clothing, in case of emergency.

Anyone hiking with dogs need to take precautions to ensure their pet remains safe and healthy despite the heat. Pets should be exercised in the cool of the early morning or evening, said Nina Thompson, director of public relations for the San Diego Humane Society. Dogs should not be run next to a bike in hot weather. Do not force a dog to exercise in hot, humid weather, Thompson added.

Walking a dog on hot asphalt or concrete can increase the risk of heat stroke and hurt its paw pads, Thompson said. Consider bringing a blanket or towel for dogs to rest on if walking or hiking on hot pavement and make time for breaks under shady spots. Water also needs to be brought for any pets hiking with owners.

Thompson said anyone out hiking with their dog on a hot day should be aware of the signs of heat stress. These include heavy panting, glazed eyes, a rapid pulse, unsteadiness, a staggering gait, vomiting and a deep red tongue. Take dogs to the veterinarian if they show any of these signs after being in the heat.

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# UTILITY POLES AT LAGOON TO BE REPLACED, MOVED

Work part of restoration project for San Dieguito that includes new trail

BY KAREN BILLING

#### SOLANA BEACH

San Diego Gas & Electric will begin work this year on replacing and relocating power lines in the San Dieguito Lagoon, making room for a habitat restoration project that will include a new public trail connection. The new 1-mile recreational trail would mostly run alongside El Camino Real, linking to the Dust Devil Nature Trail along the southern edge and extending north to near the El Camino Real bridge, providing a future link to the Coast to Crest Trail that stretches from Del Mar through the San Dieguito River Park to Julian.

Caltrans and the San Diego Association of Governments (SANDAG) are completing the project as a mitigation condition of the Interstate 5 widening.

SEE LAGOON . B3



KAREN BILLING U-

A new trail off El Camino Real in Solana Beach will be part of the San Dieguito Lagoon restoration project.

# LAGOON

FROM B1

It will pay for the relocation of seven existing poles (two steel and five wood) — moving them out of the lagoon restoration project area and into an existing SDG&E utility corridor to the east with other electric transmission/distribution and natural gas pipeline facilities. A total of 11 new pole structures will be installed as part of the relocation project.

SDG&E plans to begin construction late this year with an estimated four- to five-month construction process.

According to Jessica Gonzales, public information officer for SANDAG, they anticipate the lagoon restoration project will begin later this year, in partnership with the San Dieguito River Park Joint Powers Authority.

"The San Dieguito Lagoon Restoration Project will convert former agricultural fields to saltwater wetlands and enhance and maintain the natural flood control channel," Gonzales said. "The project will expand and enhance the efforts of Southern California Edison, which began restoring surrounding wetlands in 2011."

As the lead agency, SANDAG will be planting native species and establishing the wetland habitat in a portion of the lagoon system referred to as W-19.

"Benefits to the community include the establishment of a mix of coastal wetlands that includes approximately 64 acres of tidal salt marsh, 15 acres of brackish wetlands and enhancement of an additional 5 acres of riparian habitat to benefit local wildlife," Gonzales said.

A benefit for locals will include the creation of the new trail, which will begin at the northern loop of the Dust Devil Nature Trail off El Camino Real.

The trail will be designated for hikers, runners and pedestrians only (no bicycles or equestrian use) with decomposed granite and rustic split-rail fencing to enhance public safety and keep users out of areas of sensitive vegetation.

The trail would eventually connect to pedestrian lanes along the new El Camino Real Bridge across the

river. Prior to completion of the bridge, the trail would only be accessible from the south.

The new bridge and the widening and realignment of El Camino Real has been in the works for over 15 years. With the \$38 million project, the road will be raised and moved to the east, widened from two to four lanes between San Dieguito Road and Via de la Valle. The current narrow bridge, which has been deemed seismically deficient, will be replaced with a wider bridge that is much more pedestrian- and cyclist-friendly.

This year, Rep. Mike Levin, D-San Juan Capistrano, included \$2.5 million in funding for the El Camino Real road improvements in the Invest in America Act. The bill passed the house in July and has moved on to the Sanata

Senate.

Design work on the road and bridge began in 2019 and is expected to be completed in 2023. Once it breaks ground, it is expected to be a three-year construction process.

Billing writes for U-T Community Press.