



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: June 10, 2025

TO: City of San Diego Hearing Officer

FROM: Ian Heacox, Development Project Manager, Development Services Department

SUBJECT: Corrections to Draft Permit with Conditions, Hearing Officer Meeting, June 11, 2025
Agenda Item No. 2 - PRJ-1093444 AT&T North Torrey Pines ROW
(HO-25-025)

The Draft Permit with Conditions for Project No. 1093444 was updated to include a condition that was omitted.

Staff would like to make the modifications permanent in the record.

Attachment #5, Draft Permit with Conditions, page 4 of 6

Page 4 of 6

Engineering Requirements:

14. The applicant assumes all liability and responsibility for the proposed improvements (cabinet/vault/antenna etc), including maintenance.

Thank you,

A handwritten signature in cursive script that reads "Ian Heacox".

Ian Heacox
Development Project Manager

Attachments: 1. Attachment 5, Draft Permit with Conditions

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

INTERNAL ORDER NUMBER: 11003679

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONDITIONAL USE PERMIT NO. 3232526
AT&T NORTH TORREY PINES ROW PROJECT NO. 1093444
HEARING OFFICER

This CONDITIONAL USE PERMIT (CUP) NO. 3232526 is granted by the HEARING OFFICER of the City of San Diego to the City of San Diego, Owner, and AT&T MOBILITY, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0305 and 141.0420. The site is located at the 10010 block of North Torrey Pines Road on the southwesterly portion within the intersection containing Torrey Pines Scenic Drive, adjacent to the Residential – Single Unit (RS-1-14) zone of the University Community Planning area.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee to continue use of a Wireless Communication Facility (WCF) designed as a traffic light standard consisting of two (2) panel antennas and associated above-ground equipment cabinets described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated June 11, 2025, on file in the Development Services Department.

The project shall include:

- a. Two (2) 54" by 11.8" by 6" panel antennas mounted to an existing City traffic light standard;
- b. Above-ground equipment cabinets mounted to a 6' by 8' support structure and remote radio units mounted to an existing H-frame support structure;
- c. Landscaping (planting, irrigation and landscape related improvements);
- d. 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. This permit must be utilized by **June 25, 2028**.
2. This Conditional Use Permit [CUP] and corresponding use of this site shall expire on **June 11, 2035**. Upon expiration of this Permit, the facilities and improvements described herein shall be removed from this site and the property shall be restored to its original condition preceding approval of this Permit.
3. No later than ninety (90) day prior to the expiration of this permit, the Permittee may submit a new permit application to the Development Services Department for consideration with review and a decision by the appropriate decision maker at that time. Failure to submit prior to the deadline will be cause for compliance, which may include penalties and fines.
4. 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 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.
5. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
6. 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 Owner/Permittee and any successor(s) in interest.
7. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
8. Issuance of this Permit by the City of San Diego does not authorize the Owner/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.).

9. The Permittee shall secure all necessary building 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.

10. 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.

11. 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" condition(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.

12. 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 Owner/Permittee.

ENGINEERING REQUIREMENTS:

13. Prior to the issuance of any building permit, the Owner/Permittee shall obtain a Right-of-Way Agreement, from the City Engineer.

14. The applicant assumes all liability and responsibility for the proposed improvements (cabinet/vault/antenna etc), including maintenance.

PLANNING/DESIGN REQUIREMENTS:

15. The Permittee shall install and maintain signage to notify anyone working on the traffic light standard that a hazard exists and the location of the hazard. The Permittee shall assess the level and location of the hazard and place the appropriate signs per CAL-OSHA and FCC requirements.

16. A topographical survey conforming to the provisions of the SDMC may be required if it is determined, during construction, that there may be a conflict between the building(s) under construction and a condition of this Permit or a regulation of the underlying zone. The cost of any such survey shall be borne by the Permittee.

17. The Permittee is responsible for notifying the city prior to the sale or takeover of this site to any other provider.

18. This WCF shall be removed or replaced if it is determined that the facility or components of the facility are obsolete.

19. All cables shall be concealed within the traffic light standard. Connections from the antenna shall be covered. All antenna components, attachments, etc. shall be painted to match the traffic light standard.

20. Antenna skirts are required and shall be painted and textured to match pole.

21. Ground-mounted equipment cabinets shall be painted dark green paint to the satisfaction of the Development Services Department.

22. 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.

INFORMATION ONLY:

- The issuance of this discretionary permit alone does not allow the immediate commencement or continued operation of the proposed use on site. Any operation allowed by this discretionary 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.

ATTACHMENT 5

- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Hearing Officer of the City of San Diego on June 11, 2025 and [Approved Resolution Number].

ATTACHMENT 5

Conditional Use Permit No. 3232526
Date of Approval: June 11, 2025

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

Ian Heacox
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 _____
NAME
TITLE

AT&T Mobility
Permittee

By _____
NAME
TITLE

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