

ORIGINAL

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (Agreement), is executed between THE CITY OF SAN DIEGO, a California municipal corporation (SAN DIEGO), and SAN DIEGO CANYONLANDS Inc., a California corporation (LICENSEE), to establish and provide terms and conditions of LICENSEE's use of certain real property. Following the final adoption of the SAN DIEGO City Council Ordinance authorizing this Agreement and subsequent execution by the parties, this Agreement shall be effective upon the date it is executed by the SAN DIEGO City Attorney in accordance with Charter section 40.

RECITALS

WHEREAS, SAN DIEGO is the legal owner of a portion of that certain real property commonly known as Manzanita Canyon, Swan Canyon, 47th Street Canyon, Hollywood Canyon, Azalea Park and Hollywood Park, located in the City of San Diego, County of San Diego, State of California, and more particularly shown in a depictions thereof marked Exhibits "A" and "A-1" through "A-4" attached hereto and by this reference made part of this Agreement (Fee Properties);

WHEREAS, a portion of that certain real property commonly known as Manzanita Canyon, located in the City of San Diego, County of San Diego, State of California, was dedicated for highway purposes to the public pursuant to Map No. 1696 for Lexington Park recorded at the Office of the San Diego County Recorder on June 15, 1917, and more particularly shown in Exhibit "A-1" (Manzanita Highway Properties);

WHEREAS, a portion of that certain real property commonly known as Azalea Park, located in the City of San Diego, County of San Diego, State of California, was dedicated for street purposes to the public pursuant to Map No. 1696 for Lexington Park recorded at the Office of the San Diego County Recorder on June 15, 1917, and more particularly shown in Exhibit "A-1" (Azalea Highway Properties);

WHEREAS, a portion of that certain real property commonly known as Swan Canyon, located in the City of San Diego, County of San Diego, State of California, was dedicated for _____ purposes to the public pursuant to Map No. _____ recorded at the Office of the San Diego County Recorder on _____, and more particularly shown in Exhibit "A-2" (Swan Highway Properties);

WHEREAS, a portion of that certain real property commonly known as 47th Street Canyon, located in the City of San Diego, County of San Diego, State of California, was dedicated for _____ purposes to the public pursuant to Map No. _____ recorded at the Office of the San Diego County Recorder on _____, and more particularly shown in Exhibit "A-3" (47th Street Highway Properties);

WHEREAS, a portion of that certain real properties commonly known as Hollywood Canyon and Hollywood Park, located in the City of San Diego, County of San Diego, State of California,

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SAN DIEGO, CALIFORNIA

was dedicated for highway purposes to the public pursuant to Map No. 1696 for Lexington Park recorded at the Office of the San Diego County Recorder on June 15, 1917, and more particularly shown in Exhibit "A-4" (Hollywood Highway Properties);

WHEREAS, LICENSEE is SAN DIEGO CANYONLANDS, a California corporation, whose principle place of business is located at 3552 Bancroft Street, San Diego, CA 92104;

WHEREAS, the Manzanita Highway Properties, Swan Highway Properties, 47th Street Highway Properties, Hollywood Highway Properties, and Azalea Highway Properties (collectively "Highway Properties") and the Fee Properties contain water, sewer and stormwater facilities owned by SAN DIEGO and unimproved canyon and trails;

WHEREAS, LICENSEE is the recipient of the Strategic Growth Council's Sustainable Communities Urban Greening Project Grant Program under the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, (Proposition 84), and LICENSEE has entered into Grant Agreement No. U59255-0 with the State of California, attached as Exhibit "B" (Grant);

WHEREAS, LICENSEE, as a requirement of the Grant, desires to secure from SAN DIEGO a nonexclusive temporary License (License) to use a portion of the Fee Properties and Highway Properties as more particularly shown in Exhibits "A-1" through "A-4" (Properties) to implement the Grant; and

WHEREAS, SAN DIEGO grants to LICENSEE and LICENSEE accepts from SAN DIEGO a nonexclusive temporary license to use the Properties under the terms, covenants, conditions and provisions contained herein.

A G R E E M E N T

1. Use. SAN DIEGO grants permission to LICENSEE to use the Properties, in accordance with the terms, covenants, conditions and provisions of this Agreement and the Scope of Work, attached hereto as Exhibit "C", for habitat restoration, nature trail enhancement and creation, interpretive sign and trail marker installation, the maintenance of the foregoing, and provide recreational programs to the public ("Uses"). LICENSEE shall not engage in any activity or use on the Properties other than as expressly set forth in this Agreement.
2. Acceptance of Properties. LICENSEE acknowledges the condition of the Properties in their present As-Is and Where-Is condition without warranty, expressed or implied. By signing this Agreement, LICENSEE represents and warrants that it has independently inspected the Properties and the area immediately surrounding the Properties and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Properties and all improvements appurtenant thereto. LICENSEE acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement and its use of the Properties, and that SAN DIEGO has made no warranty or representation with regard to the Properties. LICENSEE further acknowledges that the Properties is in the condition called for by this Agreement, and SAN DIEGO shall not be

responsible for any latent defect or change in condition in the Properties and LICENSEE's obligations under this Agreement shall not be diminished on account of any defect in the Properties, any change of condition, or any damages occurring on the Properties. LICENSEE hereby releases SAN DIEGO from all future claims, actions, or demands that LICENSEE may have or may hereinafter have, known and unknown, in any way relating to the quality, fitness, or condition of the Properties, and LICENSEE specifically waives all rights under California Civil Code section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

3. Reservation. SAN DIEGO shall not unreasonably interfere with LICENSEE's use of the Properties while LICENSEE is in compliance with all the terms, covenants, conditions and provisions of this Agreement. However, SAN DIEGO reserves the right to access, enter and conduct work on, over and under the Properties at all times, without prior notice to LICENSEE, at SAN DIEGO's sole discretion.
4. Fee. LICENSEE shall pay SAN DIEGO a one-time non-refundable license fee in the amount of six hundred dollars (\$600.00) for use of the Properties, upon execution of this Agreement. The license fee is waived because of the public benefit from the activities to facilitate improvements to SAN DIEGO parkland at LICENSEE's sole cost and there is a significant public benefit of habitat restoration.
5. Contingency. Before restoration work on the Properties begins pursuant to this Agreement, LICENSEE must provide to SAN DIEGO documentation regarding the issuance of the Grant funds showing that LICENSEE has received approval to begin construction of the Uses and seek reimbursement from the State of California.
6. Termination. The license granted by this Agreement shall cease and terminate immediately on June 30, 2036 (Term). Additionally, SAN DIEGO may terminate this Agreement and all of the rights and privileges granted herein: (a) any time after six (6) months of continuous non-use of any of the Properties by LICENSEE; (b) thirty (30) days after SAN DIEGO'S delivery of a notice of breach of any obligation of LICENSEE'S under this Agreement, if such breach has not been corrected to the City's satisfaction; or (c) as required by law or by a court of competent jurisdiction.

It is mutually agreed that SAN DIEGO shall not be obligated for any loss, financial or otherwise, which may be incurred by LICENSEE as a result of termination of this Agreement, and, further, that LICENSEE expressly waives any claim for expense or loss which LICENSEE might incur as a result of termination of this Agreement.

The Term may be extended, at the request of the LICENSEE as set out in this Section 6, in the sole discretion of SAN DIEGO and as approved by City resolution or ordinance. No later than 150 days prior to the expiration of the Term, LICENSEE shall submit to SAN DIEGO its written request for an extension.

7. Superior Rights. This Agreement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Properties, whether or not of record. LICENSEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Properties, relative to any such superior interest. If LICENSEE'S use of the Properties is or becomes inconsistent or incompatible with a preexisting, superior interest, LICENSEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

Nothing in this Agreement is intended to prohibit or limit the legal public use of the Properties. LICENSEE shall incur no liability arising from the legal public use of the Properties.

8. Commencement of Work and Public Access. LICENSEE must contact the Park and Recreation Director, at least two working days prior to the start date of any and all work on the Properties and submit a work schedule. LICENSEE shall notify the Park and Recreation Director a minimum of ten (10) working days prior to start of work that may affect the use of any public access in the Properties.
9. Vehicular Traffic. All vehicular traffic by or under control of the LICENSEE shall be confined to sewer access roads, concrete, asphalt or decomposed aggregate surfaces unless approved otherwise by the Open Space Canyons Senior Park Ranger prior to the commencement of the LICENSEE's operations.
10. Water Quality Assurances. LICENSEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") Permit No. R9-2007-0001 in force when this Agreement takes effect, and with any NPDES permit which succeeds R9-2007-0001. LICENSEE shall comply with San Diego Municipal Code Chapter 4, Article 3, Division 3 (Stormwater Management and Discharge Control), as amended from time to time. Compliance shall include implementing "Best Management Practices" to control and prevent discharge of "Pollutants," including waste, debris, and sediment, into "Storm Water Conveyance System" to the "Maximum Extent Practicable," as those terms are defined in the Municipal Code. "Best Management Practices" shall include: 1) applying effective soil erosion control practices for areas of soil and vegetation disturbance; (2) applying effective sediment control practices down slope of areas of soil and vegetation disturbance; (3) covering or otherwise protecting materials that are stored on-site; and (4) carefully controlling application of fertilizers and pesticides.
11. Grading. Due to Storm Water Pollution Prevention Plan requirements, grading, filling, dumping, new planting or fencing beyond what is shown on the approved plans, attached as Exhibit "C", is prohibited unless first approved in writing by the Park and Recreation Director. LICENSEE will conduct minor mechanized grading only in areas shown in Exhibit "C". Mechanized grading may occur in areas on maps in Exhibit "C" showing the project stairs, retaining walls and switchbacks. Any violations will be corrected by LICENSEE at its

sole cost and expense to the satisfaction of the Park and Recreation Director and are grounds, at SAN DIEGO's option, for immediate termination of this Agreement. Minor alterations to the surface grade are allowed to provide trail improvements and restoration in accordance with the restoration plan, attached as Exhibit "C", or with prior written approval from the Park and Recreation Director.

12. Pre-Construction Meeting. A minimum of five (5) working days prior to commencement of construction or any maintenance or repair work, LICENSEE shall invite the Park and Recreation Director to the pre-construction meeting. This meeting shall establish points of contact, define means and methods of LICENSEE's operations and coordinate the work schedule with Park and Recreation operations and scheduled activities.
13. Contractors and Subcontractors. Not less than 30 days prior to commencement of any work, LICENSEE shall provide a list of any and all contractors and subcontractors to the Open Space Canyons Senior Park Ranger, including name, address, email, fax and phone number. All contracted work shall be done by contractors licensed within the State of California and shall comply with any and all applicable local, state and federal laws, rules and regulations, including, but not limited to, applicable prevailing wage laws.
14. Volunteers. LICENSEE shall be responsible for any work to be done with volunteer labor on behalf of LICENSEE and ensure that volunteer workers adhere to all conditions as stated in this Agreement and the Scope of Work, included herein as Exhibit "C". Any work done that is not previously approved shall be removed at the LICENSEE's sole cost and expense.
15. Maintenance and Ownership of Improvements. LICENSEE, at LICENSEE'S sole cost and expense to the extent provided in Exhibit "C", shall maintain the Properties together with any improvements restored, created, constructed or installed thereon by LICENSEE or related to LICENSEE'S use of the Properties as authorized by this Agreement.

Upon satisfaction of the Success Criteria in Exhibit "C" and acceptance by SAN DIEGO, the habitat restoration improvements shall become the property of SAN DIEGO. Consistent with Exhibit "C", LICENSEE shall maintain habitat restoration areas until it has met the Success Criteria as set forth in Section II.A.10 of Exhibit "C". Upon LICENSEE's compliance with the Success Criteria as set forth in Section II.A.10 of Exhibit "C," SAN DIEGO will maintain the habitat restoration areas, contingent on the SAN DIEGO City Council approving the budget, appropriating funding, and authorizing such maintenance in any given fiscal year. However, LICENSEE will continue to perform maintenance of the habitat restoration areas with its volunteers for the term of this Agreement.

Upon construction of the trails and trail signage in accordance with Exhibit "C", the applicable local, state and federal laws, rules and regulations, and acceptance by SAN DIEGO, the trails and trails signage improvements shall become the property of SAN DIEGO. Prior to the construction of the trails and trail signage improvements, LICENSEE shall pay to SAN DIEGO Twenty Thousand Dollars (\$20,000), to be deposited by SAN DIEGO into a special interest-bearing wasting fund account, for the sole purpose of SAN DIEGO performing maintenance of all new trail and trail signage improvements pursuant to

Exhibit “C” only if LICENSEE fails to perform said maintenance. Any funds remaining in the said special account at the termination of this Agreement or at the end of the maintenance obligations as required by the Grant, whichever occurs first, shall be returned to the LICENSEE unless LICENSEE is dissolved, in which case said funds shall be retained by SAN DIEGO for use on the Properties for trail improvements and/or habitat restoration.

“Acceptance” means the final written approval by SAN DIEGO following a final inspection once the work is complete and all work on punch lists has been completed to the satisfaction of SAN DIEGO.

16. Security and Safety. The security and safety of the Properties affected by any and all work performed by LICENSEE, its contractors, subcontractors and volunteers shall be the sole responsibility of LICENSEE during the entire Term of this Agreement. LICENSEE shall be responsible for the maintenance and cleanup of the Properties immediately following each day's work. Construction fence and warning signs, if required, must be properly maintained on a daily basis. Trenches shall not be left open overnight or any other time when work associated with the LICENSEE's operations are not being actively performed.
17. Nuisance. LICENSEE shall not use the Properties in any manner which, in the opinion of SAN DIEGO, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
18. Staging Area. The Park and Recreation Director must approve any area where building or construction materials or vehicles are requested to be secured on the Properties overnight. All materials must be secured inside a locked storage container or surrounded by fencing. At no time shall any debris be left on the Properties that may be a hazard to public safety.
19. Access. LICENSEE shall notify SAN DIEGO at least twenty-four (24) hours in advance of its need to access the Properties for the Uses authorized by this Agreement. Notwithstanding the foregoing, in case of emergency, LICENSEE shall provide only as much notice as is practicable. SAN DIEGO shall not unreasonably delay providing access to the Properties in any case.

Daily activities such as watering or weeding plants, replacing dead plants, adding plants to a prescribed restoration site, routine trail maintenance, such as raking trails or trimming back vegetation with hand tools, and operation of recreational programs to the public would not require notice by LICENSEE to SAN DIEGO. Notwithstanding the foregoing, LICENSEE shall comply with all local, state and federal rules, regulations, ordinances and laws that apply to the use and operation of recreational programs, including, but not limited to, the California Environmental Quality Act and section 63.0102(b)(24) of the San Diego Municipal Code.

20. Conflicting Repairs; Notice. Except in the case of an emergency, if any facilities in, on, under, or above the Properties are to be repaired, replaced, or relocated, and such work may adversely affect the Properties, SAN DIEGO shall notify LICENSEE in writing at least ten (10) days prior to commencement of the work. Such notice shall state the scope and

expected duration of such work and offer a reasonable alternate route to serve the purpose of this Agreement.

21. Property Damage. LICENSEE shall pay for all damage to the Properties and SAN DIEGO'S personal property on the Properties resulting from LICENSEE'S exercise of the rights granted herein. This shall include, but not be limited to paving, fencing, irrigation systems, turf, structures, electrical systems and any item determined to be damaged by the Senior Park Ranger, as a result of LICENSEE'S operations or use of the Properties. LICENSEE shall, at its sole cost and expense, promptly repair and restore all such Properties to its original condition. Plants and trees damaged beyond repair shall be replaced with the same species and of similar size and value, at the LICENSEE'S sole cost and expense. Replaced turf shall be installed sod and not seed or sprigs. LICENSEE shall also be responsible for all mitigation requirements as a result of impacts to any biological area caused by the LICENSEE'S operations or use of the Properties.
22. Taxes & Fees. LICENSEE alone shall pay any and all taxes, charges and use fees levied by any governmental agency against LICENSEE as a result of this Agreement. LICENSEE shall not cause, suffer, permit or allow liens or encumbrances of any kind to be placed against the Properties, and in case of any such lien or encumbrance attaching, or claim thereof being asserted, LICENSEE shall cause it to be immediately released and removed of record.
23. Permits & Approvals. LICENSEE, at LICENSEE's sole cost and expense, shall secure all applicable permits and approvals from the applicable local, state, and federal authorities, including, but not limited to, SAN DIEGO.
24. Compliance with Laws. LICENSEE, at LICENSEE's sole cost and expense, shall comply with all applicable laws, ordinances and regulations of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, including without limitation all applicable regulatory, environmental and safety requirements.
25. Hazardous Substances. LICENSEE shall not authorize the illegal installation, storage, utilization, generation, sale or release of hazardous or otherwise regulated substances in, on, under, or from the Properties. LICENSEE and LICENSEE'S agents and contractors shall not install, store, utilize, generate, or sell any hazardous substance on the Properties without SAN DIEGO'S prior written consent. LICENSEE 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. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping,

leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency ("EPA") or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated into this Agreement.

- b. Remediation. If a release of a hazardous substance, or petroleum related substance or its chemical constituents occurs resulting from LICENSEE'S occupancy, use, development, maintenance, or restoration of the Properties, LICENSEE shall pay all costs of remediation and removal to SAN DIEGO'S satisfaction for the same reuse of the Properties as the Properties provided prior to the release, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- c. Removal. If LICENSEE or LICENSEE'S contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to the Properties, LICENSEE and/or LICENSEE'S contractor or agent shall remove all hazardous substances and hazardous wastes in any type of container, equipment, or device from the Properties immediately upon or prior to the expiration or earlier termination of this Agreement. SAN DIEGO reserves the right to conduct inspections of the Properties and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Properties. LICENSEE shall be responsible for any and all costs incurred by SAN DIEGO to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- d. Indemnity. LICENSEE shall protect, defend, indemnify, and hold SAN DIEGO harmless from any and all claims, costs, and expenses related to environmental liabilities to the extent they result from LICENSEE'S occupancy, use, development, maintenance, or restoration of the Properties pursuant to this Agreement, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary SAN DIEGO response costs; (v) all fines, penalties, or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, LICENSEE'S officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies. SAN DIEGO shall protect, defend, indemnify, and hold LICENSEE harmless from any and all claims, costs, and expenses related to environmental liabilities arising solely from conditions existing, or acts or omissions occurring, prior to LICENSEE'S use of the Properties.
- e. Notice of Release. If LICENSEE knows or has reasonable cause to believe that a hazardous substance or petroleum related substance or its chemical constituents has been released on, from, or beneath the Properties, LICENSEE shall immediately notify SAN DIEGO and any appropriate regulatory or reporting agency per California Administrative Code Title 19 and any other applicable laws or regulations. LICENSEE shall deliver a

written report thereof to SAN DIEGO 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 LICENSEE 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, LICENSEE shall take all actions necessary to alleviate the danger. LICENSEE shall immediately notify SAN DIEGO 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 Properties.

- f. Environmental Assessment. Upon reasonable cause to believe that LICENSEE'S occupancy, use, development, maintenance, or restoration of the Properties ("LICENSEE'S Operations"), resulted in any hazardous substance being released on, from or beneath the Properties, SAN DIEGO may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment shall be obtained at LICENSEE'S sole cost and expense, and shall establish what, if any, hazardous substances have more likely than not been caused by LICENSEE'S Operations on, in, from or under the Properties, and in what quantities. If any such hazardous substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require re-use of the Properties to be restricted beyond the use allowed prior to LICENSEE's use and occupancy, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. LICENSEE shall cause, or if LICENSEE fails to do so within a reasonable period of time, as determined by SAN DIEGO in its sole discretion, SAN DIEGO may cause the remediation and/or removal recommended in the environmental assessment such that re-use of the Properties shall not be restricted beyond the use allowed prior to LICENSEE's use, and compliance with environmental law and regulations are achieved, and LICENSEE shall pay all costs and expenses therefor.

26. Insurance - LICENSEE shall not begin any work under this Agreement until it has: (a) obtained, and upon SAN DIEGO's request provided to SAN DIEGO, insurance certificates reflecting evidence of all insurance required in below; however, SAN DIEGO reserves the right to request, and the LICENSEE shall submit, copies of any policy upon reasonable request by SAN DIEGO; (b) obtained SAN DIEGO approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LICENSEE's liabilities, including but not limited to LICENSEE's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and LICENSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by SAN DIEGO. The LICENSEE shall not modify any policy or endorsement thereto which increases the SAN DIEGO's exposure to loss for the duration of this Agreement.

- a. Types of Insurance. At all times during the term of this Agreement, the LICENSEE shall maintain insurance coverage as follows:
1. Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.
 2. Commercial Automobile Liability. For all of the LICENSEE's automobiles including owned, hired and non-owned automobiles, the Licensee shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and Properties damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).
 3. Workers' Compensation. For all of the LICENSEE's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the LICENSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the LICENSEE shall provide an endorsement that the insurer waives the right of subrogation against SAN DIEGO and its respective elected officials, officers, employees, agents and representatives.
- b. Deductibles. All deductibles on any policy shall be the responsibility of the LICENSEE and shall be disclosed to SAN DIEGO at the time the evidence of insurance is provided.
- c. Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Agreement shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by SAN DIEGO.

SAN DIEGO will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

- d. Required Endorsements. The following endorsements to the policies of insurance are required to be provided to SAN DIEGO before any work is initiated under this Agreement.

1. Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of LICENSEE's insurance and shall not contribute to it.

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

2. Automobile Liability Insurance Endorsements

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

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

3. Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against SAN DIEGO and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for SAN DIEGO.

27. Indemnification. LICENSEE shall protect, defend, indemnify, and hold SAN DIEGO, its elected officials, officers, representatives, agents and employees, harmless from and against any and all claims asserted or liability established for damages or injuries to any person or Properties, including injury to LICENSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Agreement, entering into this Agreement, the Uses, or LICENSEE'S operations or use of the Properties, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LICENSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence or sole willful misconduct of SAN DIEGO or its elected officials, officers, representatives, agents or employees. SAN DIEGO may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification.

28. LICENSEE Contact. LICENSEE shall provide a designated contact with name and emergency phone number as listed here:

Name: Eric Bowlby	Alternate contact: Carrie Schneider
Cell Number: (619) 204-0753	Cell Number: (858) 232-9744
Office Number: (619) 284-9399	Office Number: (858) 232-9744

29. Notices. Each notice required or permitted to be given under this Agreement shall be in writing and addressed to the recipient at the address stated below, and by any of the following means: (a) by personal service; (b) by deposit with the United States Postal Service and mailed postage-prepaid with a return receipt requested; or (c) by deposit with a nationally recognized overnight courier.

LICENSEE: San Diego Canyonlands
3552 Bancroft St.
San Diego, CA 92104
Attention: Eric Bowlby
Email: eric@sdcanyonlands.org

SAN DIEGO: THE CITY OF SAN DIEGO
Attn: Real Estate Assets Department
1200 Third Avenue, Suite 1700
M. S. 51A
San Diego, CA 92101
Telephone: (619) 236-6020

Open Space Canyons
Senior Park Ranger
Open Space Division
202 C Street, 5th Floor, MS 5D

San Diego, CA 92101
Telephone: 619-235-5262

30. Survival. Any right or obligation which accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.
31. License Only. The permission herein granted is a license only and does not constitute a lease or create any interest or estate for LICENSEE or any third party in the Properties, or any part thereof.
32. Relationship between SAN DIEGO and LICENSEE, and SAN DIEGO and Third Parties. It is hereby acknowledged that the relationship between SAN DIEGO and LICENSEE is that of licensor and licensee at will and shall, in no event, be deemed to create any other relationship, including, but not limited to, a partnership or joint venture, and that SAN DIEGO and LICENSEE shall not be deemed or construed for any purpose to be the agent of the other.

Notwithstanding anything to the contrary in this Agreement, SAN DIEGO is not a party to the Grant and the parties agree that SAN DIEGO shall have no duties or obligations to the State of California or any other third party pursuant to the Grant, to refund any monies distributed pursuant to the Grant, or with respect to the improvement, maintenance or upkeep of the Properties.
33. No Third Party Beneficiary. The parties agree that this Agreement is made solely for the benefit of SAN DIEGO and LICENSEE, and no third person or entity shall be deemed to have any rights or remedies hereunder.
34. Drug-Free Workplace. LICENSEE agrees to comply with the SAN DIEGO's Drug-Free Workplace requirements set forth in City Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.
35. ADA Certification. LICENSEE hereby certifies that it agrees to comply with SAN DIEGO's Americans with Disabilities Act Compliance/Contracts requirements set forth in SAN DIEGO Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.
36. Compliance with SAN DIEGO's Equal Opportunity Contracting Program. LICENSEE shall comply with SAN DIEGO's Equal Opportunity Contracting Program Contractor Requirements. LICENSEE shall not discriminate against any employee or applicant for employment on any basis prohibited by law. LICENSEE shall provide equal opportunity in all employment practices. LICENSEE shall ensure that its subcontractors comply with SAN DIEGO's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this section shall be interpreted to hold LICENSEE liable for any discriminatory practice of its subcontractors.
37. No Discrimination. LICENSEE agrees not to discriminate in any manner against any person

or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LICENSEE's use of the Properties, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

LICENSEE shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of Contractors, Subcontractors, vendors or suppliers, or the use, occupancy, tenure or enjoyment of the Properties, nor shall LICENSEE itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation. LICENSEE shall provide equal opportunity for Contractors and Subcontractors to participate in contracting and subcontracting opportunities. LICENSEE understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in termination, debarment, and other sanctions. This language shall be in contracts between LICENSEE and any Contractors, Subcontractors, vendors and suppliers.

38. Equal Benefits Ordinance. This Agreement is subject to the San Diego Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC). LICENSEE is required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit "D".

In accordance with the EBO, LICENSEE must certify it will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Agreement [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of this Agreement [SDMC §22.4304(e)]. LICENSEE must notify employees of its equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

LICENSEE also must give SAN DIEGO access to documents and records sufficient for SAN DIEGO to verify LICENSEE is providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on SAN DIEGO's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

39. Successors and Assigns. LICENSEE acknowledges that any and all rights granted by this Agreement are personal solely to LICENSEE. LICENSEE shall not assign any rights granted by this Agreement nor any interest therein without the prior written approval of SAN DIEGO. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the Mayor. Any assignment by operation of law shall automatically terminate this Agreement.

40. Modification. This Agreement may not be modified, amended or discharged except by an

instrument in writing signed by the parties hereto. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the party against whom enforcement thereof is sought.

41. Non-liability of Officials. No member, official or employee of SAN DIEGO shall be personally liable to LICENSEE, its assigns or successors in interest, in the event of any default or breach by SAN DIEGO, for any amount which may become due to LICENSEE, its assigns or successors, or in any obligations under the terms of this Agreement.

No member, official, board member or employee of LICENSEE shall be personally liable to SAN DIEGO, its assigns or successors in interest, in the event of any default or breach by LICENSEE, for any amount which may become due to SAN DIEGO, its assigns or successors, or in any obligations under the terms of this Agreement.

42. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of California. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, any litigation concerning this Agreement shall be initiated in the Superior Court of San Diego County, Central Division.

43. Legal Proceedings. In the event of any controversy, claim, or dispute relating to the Uses or the Properties, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs.

44. Joint and Several Responsibility. If LICENSEE includes more than one person or legal entity, each such person and legal entity shall be jointly and severally responsible for the performance of each and every obligation of LICENSEE under this Agreement.

45. Paragraph Headings. Paragraph or other headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

46. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

47. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

48. No Representations or Warranties. There are no representations and warranties by the parties, their agents, servants and employees whether oral or in writing, relating to or concerning this Agreement other than as specifically set forth herein. Each of the parties hereto warrants and represents to the other that it is authorized or empowered to enter into this Agreement and perform the terms hereof.

49. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the use of the Properties and the obligations assumed herein, and supersedes all prior negotiations, representations, or agreements. No modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed as of the date set forth hereunto their signatures herein below.

Date: 10/28/13

LICENSEE

Eric Bowly

Date: 2-10-14

THE CITY OF SAN DIEGO, a California municipal corporation

BY: Jacey A. Conedico

Name: JACEY CONEDICO

Title: ASST CHIEF OPERATING OFFICER

Approved as to Form:

Date: February 12, 2014

JAN I. GOLDSMITH, City Attorney

BY: Hilda R. Hernandez

Name: Hilda R. Hernandez

Title: Deputy City Attorney

- Exhibit "A": Location Map
- Exhibit "A-1": Manzanita Canyon and Azalea Park Map
- Exhibit "A-2": Swan Canyon Map
- Exhibit "A-3": 47th Street Canyon Map
- Exhibit "A-4": Hollywood Canyon and Hollywood Park Map
- Exhibit "B": Strategic Growth Council's Sustainable Communities Urban Greening Project Grant Program under the Safe Drinking Water, Water Quality, and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, (Proposition 84) Grant Agreement No. U59255-0
- Exhibit "C": Scope of Work
- Exhibit "D": Equal Benefits Ordinance Certification of Compliance

0-20210

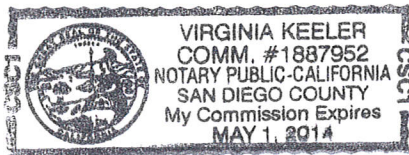
CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO)

On October 28, 2013 before me, VIRGINIA KEELER, a notary public in and for said County and State, personally appeared Eric Bow-ly personally known to me (or 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.

WITNESS my hand and official seal:

Virginia Keeler
(Signature of Notary Public)



CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____ , a notary public in and for said County and State, personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal:

(Signature of Notary Public)

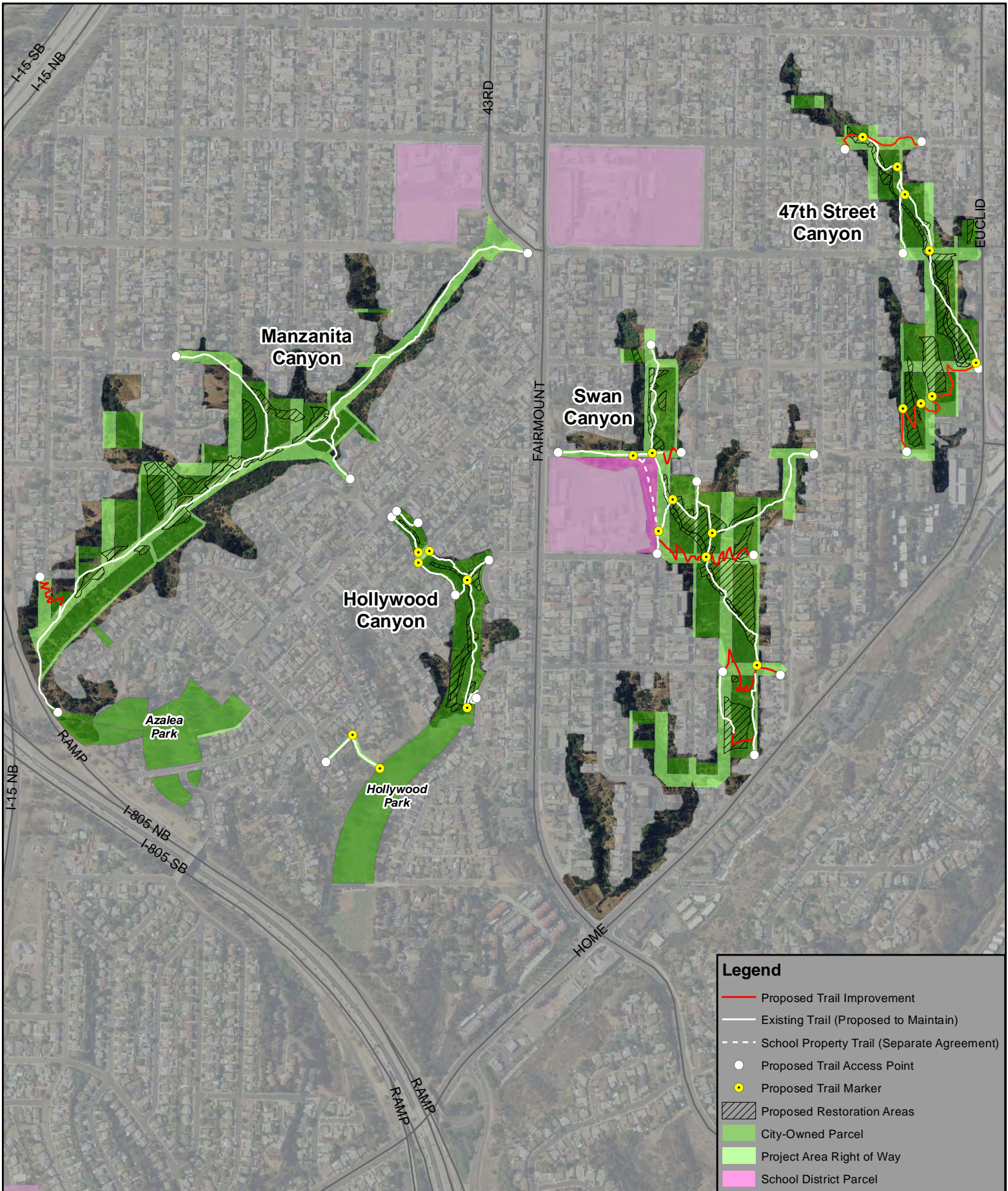


Exhibit A



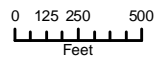
Map Date: 05.22.2013

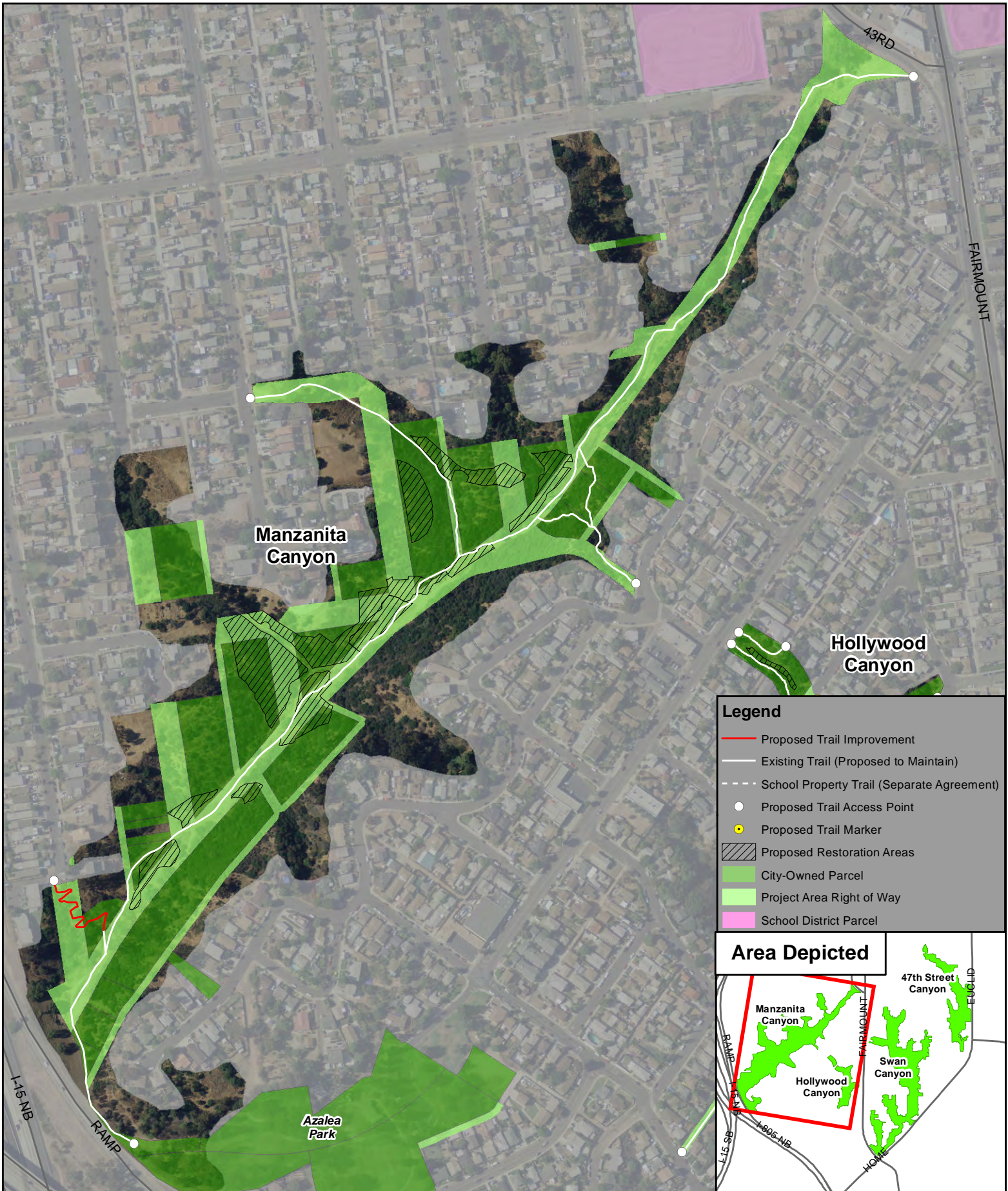
Imagery Date: Fall 2008

Data Sources: SANDAG/SanGIS, City of San Diego, San Diego Canyonlands

Contact: Will Anderson | www.sdcanyonlands.org

For More Info: www.sdcanyonlands.org/cep





Legend

- Proposed Trail Improvement
- Existing Trail (Proposed to Maintain)
- - - School Property Trail (Separate Agreement)
- Proposed Trail Access Point
- Proposed Trail Marker
- Proposed Restoration Areas
- City-Owned Parcel
- Project Area Right of Way
- School District Parcel

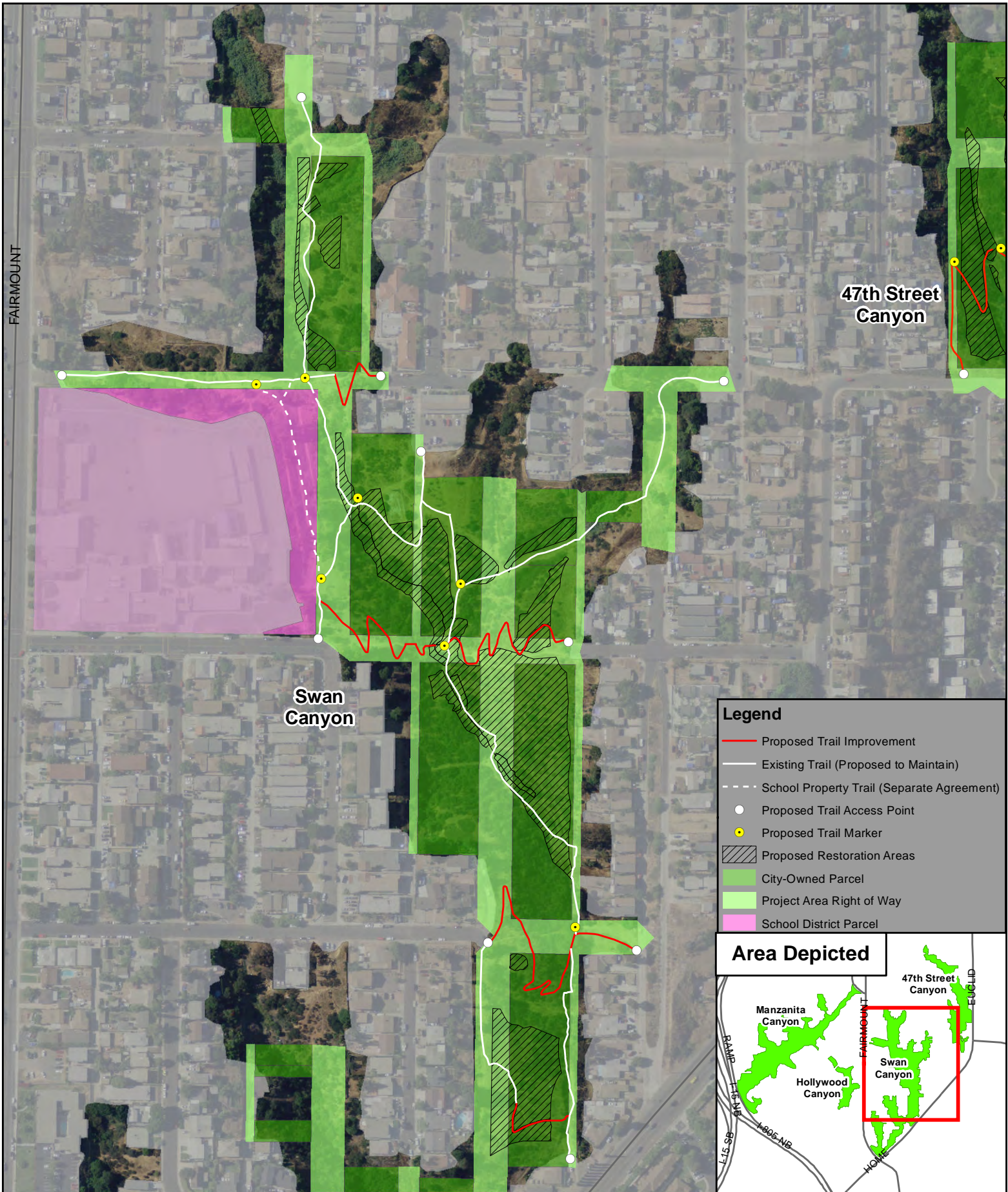
Area Depicted

Exhibit (A-1) | Manzanita Canyon and Azalea Park



Map Date: 05.22.2013
 Imagery Date: Fall 2008
 Data Sources: SANDAG/SanGIS, City of San Diego, San Diego Canyonlands
 Contact: Will Anderson | www.sdcanyonlands.org
 For More Info: www.sdcanyonlands.org/cep





- Legend**
- Proposed Trail Improvement
 - Existing Trail (Proposed to Maintain)
 - - - School Property Trail (Separate Agreement)
 - Proposed Trail Access Point
 - Proposed Trail Marker
 - Proposed Restoration Areas
 - City-Owned Parcel
 - Project Area Right of Way
 - School District Parcel

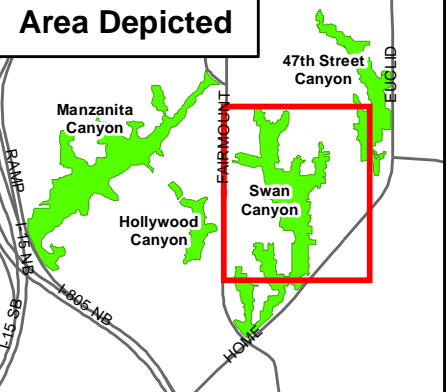
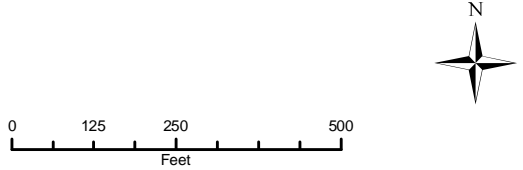


Exhibit (A-2) | Swan Canyon



Map Date: 05.22.2013
 Imagery Date: Fall 2008
 Data Sources: SANDAG/SanGIS, City of San Diego, San Diego Canyonlands
 Contact: Will Anderson | www.sdcanyonlands.org
 For More Info: www.sdcanyonlands.org/cep



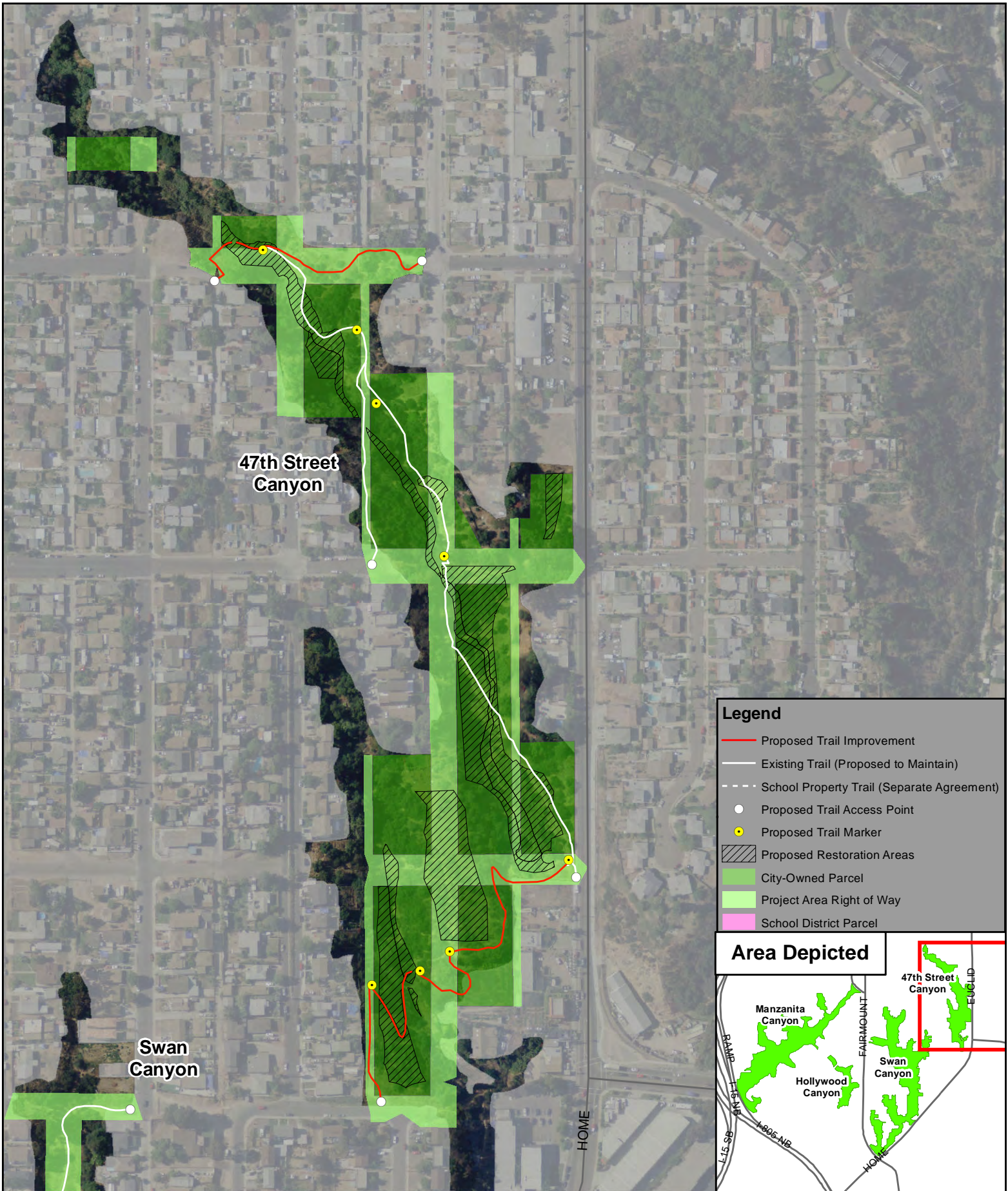
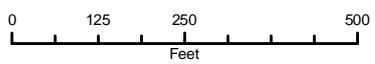


Exhibit (A-3) | 47th Street Canyon



Map Date: 05.22.2013
 Imagery Date: Fall 2008
 Data Sources: SANDAG/SanGIS, City of San Diego, San Diego Canyonlands
 Contact: Will Anderson | www.sdcanyonlands.org
 For More Info: www.sdcanyonlands.org/cep





Hollywood Park

Legend

- Proposed Trail Improvement
- Existing Trail (Proposed to Maintain)
- School Property Trail (Separate Agreement)
- Proposed Trail Access Point
- Proposed Trail Marker
- Proposed Restoration Areas
- City-Owned Parcel
- Project Area Right of Way
- School District Parcel

Area Depicted

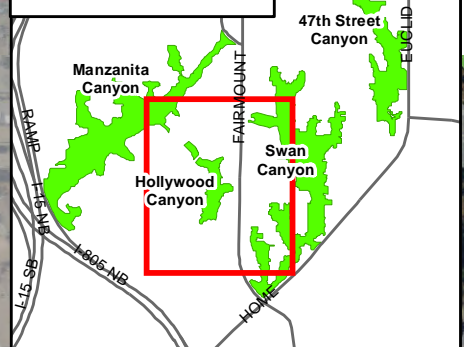
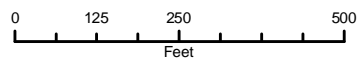


Exhibit (A-4) | Hollywood Canyon and Hollywood Park



Map Date: 05.22.2013
 Imagery Date: Fall 2008
 Data Sources: SANDAG/SanGIS, City of San Diego, San Diego Canyonlands
 Contact: Will Anderson | www.sdcanyonlands.org
 For More Info: www.sdcanyonlands.org/cep





September 25, 2012

Eric Bowlby, Executive Director
San Diego Canyonlands
3552 Bancroft Street
San Diego, CA 92104

Re: Proposition 84 – Urban Greening for Sustainable Communities Grant Program
City Heights Canyons Urban Greening Project

Dear Mr. Bowlby:

Congratulations on receiving the Urban Greening Project Grant funding. Enclosed are four (4) copies of Grant Agreement number U59255-0 in an amount not to exceed \$364,860 for the City Heights Canyons Project. Please sign and date all four copies of the Grant Agreement (Agreement) cover sheet, and return the Agreements to the Natural Resources Agency as soon as possible for further processing.

In addition, please send a completed Payee Data Record (STD 204) with the four copies of the Agreement so that Accounting can make sure your organization is entered and current in the State's payment system.

As soon as the Agreement is fully executed and the funds are encumbered, we will forward a copy of the Agreement for your records.

We have also enclosed the following documents for your review and reference:

- Payment Request Form
 - Itemized List of Project Expenditures
 - Grantee Labor Costs and Equipment Costs Forms
 - Certification Form for Development Projects
 - Summary of Expenditures from All Project Funding Sources
 - Documents Required for the Department of Finance (DOF) Audit
 - Memorandum of Unrecorded Grant Agreement (MOUGA)
- Please note that the MOUGA, along with the legal description of the real property, must be completed and recorded with the County Recorder prior to the release of final funds*

Please distribute copies of the above documents within your organization as appropriate.

Should you have any questions, please do not hesitate to contact Linda Smith at (916) 651-7583 or via email linda.smith@resources.ca.gov.

Sincerely,

Bryan Cash, Deputy Assistant Secretary
Bonds and Grants

Enclosures

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>

Baldwin Hills Conservancy • California Coastal Commission • California Coastal Conservancy • California Conservation Corps • California Tahoe Conservancy
Coachella Valley Mountains Conservancy • Colorado River Board of California • Delta Protection Commission • Delta Stewardship Council • Department of Boating & Waterways • Department of Conservation
Department of Fish & Game • Department of Forestry & Fire Protection • Department of Parks & Recreation • Department of Resources Recycling and Recovery • Department of Water Resources
Energy Resources, Conservation & Development Commission • Native American Heritage Commission • Sacramento-San Joaquin Delta Conservancy • San Diego River Conservancy
San Francisco Bay Conservation & Development Commission • San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy • San Joaquin River Conservancy
Santa Monica Mountains Conservancy • Sierra Nevada Conservancy • State Lands Commission • Wildlife Conservation Board



**State of California
Natural Resources Agency – GRANT AGREEMENT**

GRANTEE NAME: San Diego Canyonlands
PROJECT TITLE: City Heights Canyons UG Project
AUTHORITY: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)
PROGRAM: Urban Greening Project Grants
AGREEMENT NUMBER: U59255-0
TERM OF LAND TENURE: September 1, 2012 – August 31, 2032
PROJECT PERFORMANCE PERIOD IS: September 1, 2012 – May 1, 2016

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope described in Exhibit A, and any subsequent amendments, and the State of California, acting through the Natural Resources Agency pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION:

See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to exceed **\$364,860** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

SAN DIEGO CANYONLANDS, INC

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By *Eric Bowlby*
 Eric Bowlby
 Title Executive Director
 Date 10/3/12

By *Bryan Cash*
 Bryan Cash
 Title Deputy Assistant Secretary
 Date 10/9/2012

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NUMBER	FUND			
\$364,860	U59255-0	6051 - Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Prop 84)			
ADJ. INCREASING ENCUMBRANCE	APPROPRIATION				
\$	0540-6051-001-2011-101				
ADJ. DECREASING ENCUMBRANCE	FUNCTION				
\$	Local Assistance				
UNENCUMBERED BALANCE	LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR	
\$	0540-6051-101	33	2011	11/12	
T.B.A. NO.	B.R. NO.	INDEX	OBJ. EXPEND	PCA	PROJECT NUMBER
		0540	751	30592	U59255

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

Ronda White
 SIGNATURE OF ACCOUNTING OFFICER

10-15-12
 DATE

**GRANT AGREEMENT
State of California - The Natural Resources Agency**

Grantee Name: San Diego Canyonlands

Project Title: City Heights Canyons Urban Greening Project

Agreement Number: U59255-0

Authority: Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 – Proposition 84

Program: Urban Greening for Sustainable Communities Grant Program

PROJECT DESCRIPTION

Improve public access and link schools, neighborhoods and parks by creating/refurbishing about four miles of trail in four major canyons in the City Heights area of San Diego, restoring approximately 14 acres of upland and wetland habitat in delineated areas, and installing interpretive and way-finding signage.

A detailed Project Scope and activities, project schedule and Project Budget are described and attached hereto as Exhibit A.

Grant Funds are to be used to preserve, enhance, increase or establish community green areas such as urban forest, open spaces, wetlands and community spaces (e.g., community gardens), in accordance with the provisions contained in the Urban Greening for Sustainable Communities Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application (Application Guidelines). Size, location and number of signs shall be determined by the State. Required signage must be in place before Grant Funds for construction will be released.
1. As conditions precedent to the State’s obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by 09/01/2013.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. The Grantee shall record a Memorandum of Unrecorded Grant Agreement (the "Memorandum"), incorporating by reference this Grant Agreement and giving public notice that the Grantee received Funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
4. If the Grantee ceases to exist, all of its rights, title and interest in the real property shall vest in the State of California. The State may, at its discretion, identify an appropriate public or private entity to accept the right, title and interest in the real property in lieu of the State.
5. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall first provide a fully executed License Agreement between the Grantee and the City of San Diego that provides access and authorizes Grantee to develop the project on the 54 parcels owned by the City and details how the project will be operated and maintained for a minimum of twenty (20) years.

General Provisions

A. Definitions

1. The term "Act" means Proposition 84, Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 .
2. The term "Acquisition" means obtaining a fee interest or any other interest, including easement, leases, and development rights.
3. The term "Agreement" means this Grant Agreement.
4. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
5. The term "Application Guidelines" means the California Urban Greening for Sustainable Communities Grant Program Grant Guidelines and Application.
6. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
7. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
8. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
9. The term "Grant Agreement" means a contractual arrangement between the State and grantee specifying the payment of funds by the State for the performance of specific Urban Greening Project objectives within a specific project performance period by the grantee.
10. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
11. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

12. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the urban greening project beyond the Grant Funds provided by this Agreement.
13. The term "Payment Request Form" means Form RA212.
14. The term "Project" means the Acquisition or Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
15. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
16. The term "Project Scope" means the description or activity for work to be accomplished by the Urban Greening Project.
17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the Terms and Conditions set forth in this Agreement.
2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page, unless an extension has been formally granted by the State and under the Terms and Conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **May 1, 2016**.
4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening for Sustainable Communities Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies,

reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b).
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee shall certify to the State prior to commencement of construction that all applicable permits have been obtained.
7. Grantee shall provide access by the State upon 24 hours notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access and/or educational features where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:
 - a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must

also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.

- b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
- 3. Grant Funds in this award have a limited period in which they must be expended. Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
- 4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for management costs as described in the Application Guidelines.

D. Project Administration

- 1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
- 2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.
- 3. Grantee agrees to use any Grant Funds advanced by the State under the terms of this Agreement solely for the Project herein described.
- 4. Grantee shall use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
- 5. Grantee shall submit all documentation for Project completion, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than May 1, 2016.
- 6. Final payment is contingent upon State verification that Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
- 7. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- 8. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination.
 2. If the State terminates without cause the Agreement prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee in the performance of the Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
 3. If the Grantee fails to complete the Project in accordance with this Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.
 4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
 5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
 6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.
- F. Hold Harmless
1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents and employees.
 2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, including Development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross

negligence of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the Grantee pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY (20) YEARS**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to (1) the amount of the Grant (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.

5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the

Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.

2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Urban Greening projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

**Urban Greening for Sustainable Communities Grant Program
Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act
of 2006 (Proposition 84)**

Grantee Name: San Diego Canyonlands

Project Title: City Heights Canyons UG Project

Agreement Number: U59255-0

Project Scope:

- Plan and design canyon enhancements with public input by conducting several stakeholder workshops
- Restore at least 11 acres of native upland coastal sage scrub and chaparral habitat to increase green open space and improve wildlife values
- Remove invasives and replant with native plants, where appropriate, approximately 3 acres of wetland habitat in the four canyons to improve local water quality, reduce downstream flooding and mitigate urban heat island effect
- Create, refurbish and improve approximately four miles of natural-surfaced trails throughout the four canyons, providing stairs where the terrain is extra steep to allow safe access to school children and community members
- Address erosion problems created where informal trails have wiped out natural vegetation, by
 - Closing unwanted trails using signage, obstruction and/or native vegetation;
 - Promoting official trail location;
 - Installing erosion control BMPs as appropriate;
 - Re-vegetating eroded areas via seeding and/or weed control to encourage natural recruitment.
- Establish interpretive signage or informational kiosks at trailheads and provide way-finding signage throughout the trail network to facilitate community use and enjoyment of over 90 acres of green space in the canyons

Access points to each canyon by the local community will be marked by at least 8 kiosks or entry-way signage. Final locations of access points will be determined during the planning and design processes.

Project Schedule:

Activity Description	Timeline/Completion Date
Conduct Stakeholder Planning Workshops	September - November 2012
Begin removing invasives and restoring habitat	Reimbursable only if incurred after satisfactory CEQA & site control documentation has been submitted to State
Submit evidence of bond acknowledgment signage	Before any construction activity costs can be reimbursed
Submit full License Agreement with City of San Diego	February 2013
Submit full project CEQA document(s), including addressing greenhouse gases, to State	February 2013
Submit final site design/plans/specifications to State	February 2013
Mobilization, begin construction of trail improvements and visitor amenities	March 2013 - or when all of the above activities are satisfied.
Plant Establishment Period (limited to 2 years for each completed section of restoration)	April 2016
Record MOUGA and Submit Project Closeout package with final Payment Request to State	April 30, 2016


 Cost Estimate: City Heights Canyons Urban Greening Project Approved: 09.13.12	
CATEGORY & TASKS	UG Grant Funds
1 - Non-Construction	
Project Management & Reporting	\$20,300
Liaise & Coordinate "Canyon Corridor" Planning with City's Urban Greening Planning (Project Mgr)	\$4,375
Secure Necessary Permits, CEQA Compliance (GIS/Programs Mgr)	\$20,250
Stakeholder Planning Workshops	
Prep/Facilitate/Report (Programs Mgr)	\$4,500
Prep/Facilitate/Report (Project Mgr)	\$5,075
Assist (Techs)	\$1,238
Trail Amenities - Research & Design (Project Mgr)	\$1,400
Recruit & Organize Project Volunteers (Field Mgr)	\$6,110
Other	
Archaeological Review (Consultant)	\$5,200
Liability Insurance (Additional)	\$3,000
GIS Software Usage	\$1,500
Printed Color Maps	\$160
Mileage - Non-Construction	\$555
SUBTOTAL	\$73,663
2 - Habitat Restoration	
Plants, Seed Mix, Herbicide & Materials	\$20,000
Labor	
Onsite Management of Restoration (Field Mgr 1)	\$10,500
Onsite Management of Restoration Crew & Volunteers (Field Mgr 2)	\$52,000
Clear, Plant, Establish, Supervise Crew & Volunteers (Restoration Field Super)	\$28,500
Clear, Plant, Establish, Supervise Volunteers (Restoration Field Techs)	\$24,750
SUBTOTAL	\$135,750
3 - Trail Improvements & Amenities	
Stairs Construction, Other Trail Improvements, Materials, Signage & Amenities	\$107,000
Labor	
Onsite Management of Improvements & Amenities (Field Mgr 1)	\$3,500
Onsite Management of Improvements & Amenities - Crew & Volunteers (Field Mgr 2)	\$6,500
Trim Veg, Erosion Control, Apply Surface Materials, Supervise Crew & Volunteers (Restoration Field Super)	\$8,360
Trim Veg, Erosion Control, Apply Surface Materials, Supervise Volunteers (Restoration Field Techs)	\$9,900
SUBTOTAL	\$135,260
4 - Other Construction	
Mileage - Construction	\$1,388
Project Tools & Tools Rental	\$11,000
Tools Storage	\$5,400
Prop 84 Acknowledgement Signage (installed - contract)	\$2,400
SUBTOTAL	\$20,188
TOTAL	\$364,860
Note: More than \$148,548 of local match funds and in-kind contributions have been contributed or will be used to complete other portions of this project. Other funding sources include The Price Charities, USFWS, REI, Estrada Land Planning, The San Diego Foundation, LSA Associates, Carey Construction & Design, KTU&A, Ocean Discovery Institute and Project Clean – Community Housing Works.	

EXHIBIT C

SCOPE OF WORK:

CITY HIGHTS CANYONS ENHANCEMENTS and TRAILS PROJECT #333312 (Manzanita, Swan, 47th Street, and Hollywood Canyons, and Azalea and Hollywood Parks)

I. Project Description

The purpose of this project is to increase access, educational opportunities, and ecosystem health throughout Manzanita, Swan, 47th Street, and Hollywood Canyons, and Azalea and Hollywood Parks. If required, San Diego Canyonlands, at its sole cost and expense, shall secure all applicable permits and approvals from the applicable local, state, and federal authorities prior to initiating work. The project (Project) has the following three major components:

Task 1: Canyon Habitat Restoration/Enhancement. Restore and enhance 14 Acres of disturbed canyon habitat.

Task 2: Trails. Improve and establish an existing, approved trail system to improve safety and build sustainability.

Task 3: Signage. Install Trailhead Signage, Access Point Signage, and Trail Markers.

II. Scope of Work

San Diego Canyonlands, its contractors, staff, interns, and volunteers (SDCL) will perform the following work in accordance with the license agreement to which this document is attached as Exhibit “C” (License Agreement), the Site Development Permit approved for this Project, and any other applicable permits and approvals from the applicable local, state, and federal authorities, including, but not limited to, the City of San Diego (City).

A. Task 1: Canyon Habitat Restoration/Enhancement

Conduct canyon restoration and enhancement activities within the public right of way and on City owned land as shown on maps for each canyon in Exhibit A and (Exhibits A-1 through A-4). Restoration activities will total approximately 14 acres throughout the canyons (approximately 11 acres of upland and approximately 3 acres of wetlands) and will include removal of debris, removal of non-native plant species, and planting of native species. All activities will follow City standards for restoration during bird nesting season.

Excess restoration does not result in mitigation credit. Excess restoration areas are a project feature and will not be utilized for future mitigation credits.

1. Non-Native Plant and Debris Removal

Selectively remove non-native plants within the project area using a variety of non-powered hand tools including gloves, shovels, hand snips, loppers, sheers, rakes, and saws. Chippers, weed whips and/or other hand-held power tools will only be used outside of bird nesting season

unless otherwise approved by the Open Space Division of the Park and Recreation Department of City (Open Space Division) and with appropriate surveys, distance and use-interval protocols.

a. Herbicide Application

Herbicide application would be conducted by QAC-certified applicators as needed to achieve long term success and to control non-native plants. Only the appropriate herbicide for each location and type of plant being targeted will be used and herbicides used in wetland areas will only be those approved for aquatic environments. Pesticide/Herbicide use will be minimized on the project and herbicides will be selected by both their effectiveness and safety to human health. Pesticide recommendations shall be obtained by SDCL from a Licensed Pesticide Control Advisor and will be pre-approved by the Open Space Division.

b. Non-native plant species removal will include:

Common Name	Latin Name
Tocalote	Centaurea melitensis
Mustard	Hirshfeldia incana
Ice-plant	Carpobrotus chilensis
Arundo	Arundo donax
Castor Bean	Ricinus communis
Wild Oats	Avena barbata
Smilo Grass	Piptatherum miliaceum
Crown Daisies	Chrysanthemum coronarium
Eucalyptus saplings	Eucalyptus
Wild Radish	Raphanus pativius
Sweet Fennel	Foeniculum vulgare
Cheese Weed	Malva parviflora
Ripgut Brome	Bromus diandrus
Others as approved for removal by the Open Space Division.	

2. Trash and Debris

Illegally dumped debris, such as tires, trash, and larger items will be removed by SDCL and properly disposed of either in a landfill or brought to a recycling plant in accordance with City Hazardous Materials procedures.

3. Native Plant Planting

Vehicles no larger than a pick up truck may be used to deliver equipment, plants, materials and water to the project sites. Trucks will only use existing utility access roads and turnouts.

Plant native plants within the restoration areas using seeds or container stock and use hand tools such as shovels, pick axes and a powered auger.

Plants will be watered with a variety of methods depending on location and access to water. Watering methods may include, installation of Dri-Water, temporary irrigation, hand watering, and water delivery using trucks with water tanks and hoses.

4. Restoration Planning

For each restoration site, the restoration plan will be submitted to the Open Space Division for approval prior to performing any restoration. Also, the restoration plan will be submitted to the City Department responsible for the property location (for example, Street Division of the Transportation and Storm Water Department or the Public Utilities Department) for approval when restoration sites include Right of Ways, utility infrastructure and infrastructure buffer zones.

For each restoration site, a site map will be provided to the Open Space Division with the restoration plan depicting all features listed below (please see Figure 8 for a sample restoration site map):

- Project location and nearby features such as streets;
- Land ownership and property lines;
- Right of way;
- Restoration area boundaries;
- **Restoration Staging Area Boundaries:** Staging areas for restoration will be kept within the footprint of the restoration areas, or on existing trails and existing sewer maintenance roads. For each restoration site, these areas will be mapped and labeled on the project site maps for Open Space Division written pre-approval;
- Relationship to Brush Management Zone (if present);
- Current vegetation conditions and communities;
- Plant palette;
- Locations for other amenities to be installed such as mulch or rock;
- Erosion control features, if required;
- The locations of all public utility facilities, access paths and buffer zones;
- Locations of other amenities such as trails or special features; and
- Topography.

There are 47 areas within the four target canyons sited for restoration/enhancement by this Project. There will be several unique recipes for restoration within each canyon depending on a myriad of factors. Each canyon will have between two to four restoration plans for discrete areas that will be submitted to the Open Space Division for review and approval prior to performing any restoration. For each discrete area SDCL will enroll the advice of a professional restoration ecologist to survey the landscape and develop a restoration plan. An analysis of the plant community in a less disturbed, nearby site with similar conditions will be used as a reference to choose which plants to plant and thus mimic natural patterns and species composition. An assessment of the conditions to match are geographic location, soils, wetland versus upland, salinity, slope, aspect, disturbance levels, elevation and access to light and water. The ecologist will help identify native species, non-native species, and soil and erosion issues. The ecologist will develop a plan as to how to best remove debris and non-native species, as well as recommend which native species should be planted (plant palette) and how they should be grouped and arranged. To the satisfaction of the Open Space Division Rangers, qualified ecologists or biologists will flag/ delineate sensitive resources and volunteers will be trained to avoid impacts to these resources before implementing project plans.

In addition, the use of weed-free, treated, and/or native mulch and erosion control measures will be used where necessary and appropriate to suppress weeds.

a. Wetland Habitat Restoration (approx. 3 acres)

The purpose is to restore or establish a healthy, stable wetland ecosystem in which appropriate native plant species are dominant and non-native plants are removed. Proposed work includes manual removal of invasive and other non-native weed species in the wetland areas of the four canyons, and continued maintenance to prevent non-native growth cycles. Herbicide application, as approved for aquatic environments, will be conducted by QAC-(certified) applicators as needed to achieve success.

In the wetland/riparian zones, there are many constraints due to infrastructure built in the floodplains. Therefore proposed planting in wetland areas will be minimal, and limited to some hand-seeding of appropriate native wetland species and planting of cuttings of Black Willow (*Salix gooddingii*), Arroyo Willow (*Salix lasiolepis*) and Mule Fat (*Baccharis salicifolia*) by inserting the cuttings into the damp ground. The Project wetland planting list may include the following species (or others that may be approved in writing by the Open Space Division):

Cuttings

Baccharis salicifolia = Mule Fat
Salix gooddingii = Black Willow
Salix lasiolepis = Arroyo Willow

Seed Mix

Artemisia Douglasiana = Douglas Mugwort
Leymus Condensatus = Giant Wild Rye
Scirpus Californicus = Bullrush

Proposed work in wetlands does not include any streambed alteration, grading or digging unless permitted as required by the appropriate resource agencies. All protocols for plant palette selection within the sewer maintenance zone (10 feet on either side of the sewer lines and infrastructure) will be followed, as will protocol for other utility easements such as power lines and poles. Please see attached maps for proposed wetland restoration areas and the table below for restoration acreage by canyon.

Canyon	Wetland Habitat (approx. acres)
Manzanita	0.37
Hollywood	0.59
Swan	0.93
47 th Street	1.00
TOTAL	2.89 acres

b. Upland Habitat Restoration (approx. 11 acres)

The purpose of this proposed work is to restore or establish a healthy, stable ecosystem in which appropriate native species are dominant in the upland areas of the canyons.

Proposed upland restoration work includes manual removal of invasive and other non-native weed species in all four canyons. Some weed-whacking and chipping of non-native weeds will occur. Re-vegetation will use appropriate native species that coincide with existing, natural background species including seed harvesting and hand-seeding and planting of 1-gallon plants (see list below). Work will include continued removal of non-native plant growth to prevent growth cycles. RECON Native Plants, or similarly reliable source of good quality native stock, will supply the plants. Herbicide application, as appropriate and approved for upland environments, will be conducted by QAC-certified applicators as needed to achieve long term success. The new plants will be periodically watered by hand or temporary irrigation until established (approximately 24 months after being planted with decreasing frequency of watering in the second year). In upland areas that do not have adjacent opportunities for natural recruitment of native plants, and that are void of native plants, the planting density will be approximately 3 feet to 5 feet apart and up to 2000 one-gallon container plants per acre.

Canyon	Upland Habitat for Restoration (approx. acres)
Manzanita	3.50
Hollywood	0.66
Swan	4.30
47 th Street	2.84
TOTAL	11.30 acres

The proposed Project upland planting list may include the following species (or others that may be approved in writing by the Open Space Division):

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|---|--|
| <ul style="list-style-type: none"> <i>Achillea millefolium</i> = Yarrow <i>Adenostoma fasciculatum</i> = Chamise <i>Agave shawii</i> = Shaw Agave <i>Ambrosia psilostachya</i> = Western Ragweed <i>Artemisia californica</i> = California Sagebrush <i>Artemisia douglasiana</i> = Douglas Mugwort (wetland-upland transitional) <i>Astragalus trichopodus</i> var. <i>lonchus</i> = Coast Locoweed <i>Baccharis pilularis</i> = Coyote Brush <i>Cercis occidentalis</i> = Western Redbud <i>Cercocarpus minutiflorus.</i> = Mountain Mahogany <i>Croton californicus</i> = California Croton | <ul style="list-style-type: none"> <i>Isomeris arborea</i> = Bladderpod <i>Lessingia filagnifolia</i> = California Aster <i>Leymus condensatus.</i> = Giant Wildrye (wetland-upland transitional) <i>Leymus triticoides</i> = Beardless Wildrye (wetland-upland transitional) <i>Lonicera subspicata</i> = Honeysuckle <i>Lotus scoparius</i> = Deerweed <i>Malosma laurina</i> = Laurel Sumac <i>Mimulus aurantiacus</i> = Sticky Monkeyflower <i>Mirabilis californica</i> = Wishbone Bush <i>Nassella pulchra</i> = |
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| <p><i>Deinardra (hemizonia) fasciculata</i> = Golden Tarplant
 <i>Dudleya edulis</i> = Lady-Finger Dudleya
 <i>Encelia californica</i> = California Sunflower
 <i>Epilobium canum</i> = California Fuchsia
 <i>Ericameria palmeri</i> = Palmer Goldenbush
 <i>Eriodictyon crassifolium</i> = Felt-Leaved Yerba Santa
 <i>Eriogonum fasciculatum</i> = Calif. Buckwheat
 <i>Eriogonum parvifolium</i> = Willow Herb
 <i>Eriophyllum confertiflorum</i> = Golden Yarrow
 <i>Gnaphalum confertiflorum</i> = Green Everlasting
 <i>Gnaphalum canescens</i> = Everlasting
 <i>Gutierrezia californica</i> = Matchweed
 <i>Hesperoyucca whipplei</i> = Chaparral Yucca
 <i>Heteromeles arbutifolia</i> = Toyon
 <i>Isocoma mesziesii</i> var.m. = Coast Goldenbush</p> | <p>Needlegrass
 <i>Prunus ilicifolia</i> = Holly-Leaf Cherry
 <i>Quercus agrifolia</i> = Coast Live Oak
 <i>Quercus dumosa</i> = Scrub Oak
 <i>Rhus integrifolia</i> = Lemonadeberry
 <i>Ribes speciosum</i> = Fuchsia-Flower Gooseberry
 <i>Rosa californica</i> = California Rose (wetland-upland transitional)
 <i>Salvia apiana</i> = White Sage
 <i>Salvia clevelandii</i> = Cleveland Sage
 <i>Salvia melifera</i> = Black Sage
 <i>Sambucus mexicana</i> = Blue Elderberry (wetland-upland transitional)
 <i>Xylococcus bicolor</i> = Mission Manzanita</p> |
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5. Planting Restrictions for Public Utilities (Water and Sewer) in Canyons

Planting or seeding restrictions over sewer and water lines located within Open Space or Environmentally Sensitive Lands (ESL) shall be complied with as follows:

- No trees shall be planted within 10 feet of any sewer main or lateral or water line.
- No shrubs that mature over 5 feet in height shall be planted within 5 feet of any sewer main or lateral or water line.
- Shrubs that will overgrow the access paths shall not be planted adjacent to the edges of the path area.
- **Sewer Access Paths:** In general, weeds will be controlled but no planting will take place on sewer access paths. In cases where erosion is a threat and with the prior written approval from the City Public Utilities Department, some low-growing native plants may be planted on sewer access paths. In any case, trees or shrubs that mature over 3 feet in height shall not be planted on the sewer access paths.
- **Threatened or Endangered Plants:** No threatened or endangered plant species shall be planted or seeded on sewer access paths, within 3 feet of the edge of access paths, or within 10 feet of sewer mains or lines.

In addition to the list of plants contained in Attachment IV of the Sewer Design Guidelines (plants that do not grow over 3 feet and are permitted for planting on sewer access roads) available on the City’s website, the native plants that will be considered for planting over sewer lines or in the ten-foot buffer zone (twenty feet wide) are:

Common Name	Latin Name	Within X' from a sewer line or
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		lateral
Laurel sumac	<i>Malosma laurina</i>	Within 5' to 10'
Lemonadeberry	<i>Rhus integrifolia</i>	Within 5' to 10'
Common Name	Latin Name	Within X' from a sewer line or lateral
Toyon	<i>Heteromeles arbutifolia</i>	Within 5' to 10'
Scrub oak	<i>Quercus berberidifolia</i>	Within 5' to 10'
Yerba santa	<i>Eriodictyon crassifolium</i>	Within 5' to 10'
Coyote Bush	<i>Baccharis pilularis</i>	Within 5' to 10'
Coastal sagebrush	<i>Artemisia californica</i>	Within 0' to 10'
California bush sunflower	<i>Encelia californica</i>	Within 0' to 10'
Common sunflower	<i>Helianthus annuus</i>	Within 0' to 10'
Coastal prickly-pear	<i>Opuntia littoralis</i>	Within 0' to 10'
Southern honeysuckle	<i>Lonicera subspicata</i>	Within 0' to 10'
California dodder	<i>Cuscuta californica</i>	Within 0' to 10'
Wild sweet pea	<i>Lathyrus laetiflorus</i>	Within 0' to 10'
Deerweed	<i>Lotus scoparius</i>	Within 0' to 10'
Black sage	<i>Salvia mellifera</i>	Within 0' to 10'
California wishbone-bush	<i>Mirabilis californica</i>	Within 0' to 10'
California buckwheat	<i>Eriogonum fasciculatum</i>	Within 0' to 10'
Bush monkeyflower	<i>Mimulus aurantiacus</i>	Within 0' to 10'
Small-flowered nightshade	<i>Solanum americanum</i>	Within 0' to 10'
White nightshade	<i>Solanum douglasii</i>	Within 0' to 10'

This list has been pre-approved by the City Public Utilities Department Biologist.

6. Storm Drains

- Weeds will be controlled but there will be no planting in the 15-foot buffer area around storm drain structures.

7. San Diego Gas and Electric (SDG&E) Access and Electric/Gas Utility Clearance Protocols

In accordance with the approval previously secured by SDCL from SDG&E:

- Weeds will be controlled but there will be no planting within 10 feet of SDGE power poles or towers.
- No plant species/trees that mature to over 15 feet tall will be planted under power lines.
- Use sewer access roads because there are no SDGE access roads mapped in these four canyons.

8. Brush Management Zones

Only planting in association with trail development and trail stabilization will occur in the Brush Management Zone. Any planting in the brush management zones shall comply with the adopted City policy in effect at the time the work is performed and will be pre-approved by the Open

Space Division in accordance with the Land Development Code Landscape Regulations for Brush Management (142.0412).

9. Maintenance

Maintain the improvements for the Term of the Agreement as detailed below:

SDCL will maintain habitat restoration areas (approximately 14 acres) until May 1, 2016 or until the Success Criteria are met, as further described below in subsection 10. Habitat maintenance or “plant establishment period” will include watering native plants, weeding non-native plants, replacing dead plants, adding plants or appropriate native seed to a prescribed restoration site, adding weed-free, treated, and/or native mulch to the restoration site for weed suppression, and removal of debris from the restoration site.

10. Habitat Restoration/Enhancement Success Criteria by May 2016 or later, as required

The percentage of native plant cover (amount of native plant canopy in the restoration area) will be used as a measure for success in habitat restoration areas. This method for measuring cover has been developed by the California Native Plant Society (<http://www.cnps.org/cnps/vegetation/protocol.php>).

Plants will be planted in the restoration areas by February 2015. In upland areas, restoration will utilize container plants, (mostly one-gallon). Container plants typically focus on underground structure during the first year (building a vigorous root system). Therefore plant coverage above ground occurs in the later years. Areas planted by February 2014 shall have 50% coverage, and those areas planted in 2015 shall have 30% coverage (collectively, the “Success Criteria”). It is expected that coverage will be 70% at 5 years.

If the Success Criteria are satisfied, in the City’s sole discretion, by May 1, 2016, the City will maintain the habitat restoration areas after May 1, 2016, as set forth in the License Agreement. If the Success Criteria are not satisfied by May 1, 2016, SDCL will plant additional native plants and/or take other remedial action as requested by the City, in the City’s sole discretion, to satisfy the Success Criteria. Once the Success Criteria are satisfied, in the City’s sole discretion, the City will maintain the habitat restoration areas, as set forth in the License Agreement.

However SDCL will continue to to perform maintenance of the habitat restoration areas, through its volunteer programs for the duration of the License Agreement.

B. Task 2: Trails

Close some unofficial/user-defined trails, refurbish approximately 3.96 miles of existing trails, and include trail structures such as stairs, puncheon bridges, and retaining walls where necessary to provide continuous access, increased safety and trail sustainability throughout Manzanita, Swan, 47th Street, and Hollywood Canyons. See Exhibit A and (Exhibits A1 through A4) for the overall proposed trail system. See Figures 4 through 7b for details on designed trail improvements to eight trail areas.

1. Enhancement and Improvement

In many cases, SDCL will improve the existing trails using non-powered hand tools such as pick axes, rakes, shovels, and tampers. In several upland locations, a variety of heavier trail building equipment, designed for work in narrow spaces, may be required and include some minor grading. This equipment may include a bobcat, ditch witch, trail dozer, and a dingo compact utility loader. SDCL is currently applying for a Site Development Permit from the City for the trail features as listed in the following table at specific trail locations within each canyon (see Figures 4 through 7b).

Canyon	Location of Trail Improvement	Figure #	Proposed Trail Features
Manzanita	At 39th Street (North side of canyon area).	Fig. 5	3 Sets of Stairs, 4 Retaining Walls, 5 Switchbacks.
Hollywood	At Olive along Columbine (East border of canyon).	Fig. 4	New Fence (approx. 250 ft) to run along Columbine south from Olive trailhead. Same design as existing fence at Sumac Drive (welded, metal double-rail, etc.).
Swan (South)	Connecting trail from West side Maple trailhead south to trailhead near Home Ave.	Fig. 6a	1 Switchback, Fencing Required.
Swan (South)	At Maple connecting east across canyon.	Fig. 6b	4 Switchbacks, 2 Retaining Walls, Fencing Required, Crosses PUD Re-vegetation Area.
Swan	At Olive connecting East & West sides of canyon.	Fig. 6c	1 Set of Stairs, 8 Switchbacks, 5 Retaining Walls, Fencing Required, May require removal & transplanting of 1 Mission Manzanita and 3 Wart- Stemmed Ceanothus.
Swan	At Quince, east side of canyon.	Fig. 6d	1 Set of Stairs, 2 Switchbacks, 1 Puncheon Bridge.
47th Street (South)	Quince St to Euclid Ave.	Fig. 7a	3 Switchbacks, 4 Retaining Walls.
47th Street (North)	Myrtle St. West and East	Fig. 7b	2 Sets of Stairs, 4 Retaining Walls, 1 Puncheon Bridge at stream crossing, 1 Crib Wall.

The trail features as approved by the Site Development Permit shall be provided by SDCL. With the exception of trail segments that utilize sewer access roads, trails will not be greater than 4 feet in width and will be consistent with Multiple Habitat Planning Area standards.

The puncheon bridges would be designed to avoid impacting wetlands and bed and bank of creek channels and would not impact wetland vegetation. In 47th St. Canyon, it would be designed to "break away" or dislodge during substantial rain events so that debris would not accumulate and stream flows would not be obstructed. This puncheon bridge would be tethered so that it would not float down stream. The puncheon bridge in Swan Canyon at Quince Street crosses a drainage ditch in the upland portion of the hill, (not wetland).

Because the trail segments are mostly in disturbed or ruderal habitat areas, impacts to native vegetation is primarily avoided. However, there are three wart-stemmed Ceanothus and one

Mission Manzanita plants that cannot be avoided in Swan Canyon. These will be relocated plus container plants of these species will be planted to mitigate this impact.

Other activities will include delineating trails with rocks, patching and repairing areas of the trail, and mulching to decrease erosion and suppress weeds. Weed whips and/or other hand-held power tools will only be used outside of bird nesting season unless otherwise approved by the Open Space Division and with appropriate surveys, distance and use-interval protocols.

The majority of the trails are existing use patterns and any improvements to match the trail classification will be implemented to improve safety, sustainability, and provide for protection of natural and cultural resources. The addition of new trail structures, realignments to accommodate trail sustainability and safety needs, and other trail modifications that impact biological resources or create erosion, will be compliant with all regulatory requirements and all necessary permits will be acquired before work begins.

Constraints resulting from topography, soil types, vegetative cover, property ownership and adjacent development may affect design criteria that result in trail segments that do not meet all trail standards. All trail alignments, or trail reconstruction must be pre-approved by the Open Space Division Trails Manager or other designated Open Space Division staff.

Enhancement and establishment of trails will continue to accommodate and will not obstruct the multiple utility uses in each canyon, such as storm drain, water and sewer access. SDCL will work with appropriate City departments to ensure access to these resources.

2. Trail Maintenance Generally

Whenever possible, and where conditions are favorable, improve existing paths to City trail standards. Grade and out slope for these paths will remain consistent to City trail standards where possible.

Monitor new trails for any occurrences of erosion and for native plant coverage of restored impact areas. All trail impacts will be in upland, disturbed areas with non-native ruderal vegetation where coastal sage scrub and chaparral mix communities would occur naturally.

Temporary erosion control measures, such as fiber rolls, will be used on slopes impacted by trail construction. Appropriate native vegetation, selected in the same manner as described in the Restoration Plan, will be planted in the impact areas. Native coverage will be 25% for Southern Mixed Chaparral and 50% for Coastal Sage Scrub Community plants within two years of planting. If available, native thatch/mulch and leaf litter will be used to provide additional coverage and erosion control.

Once native plant coverage is established to provide adequate erosion control for the slopes, the temporary erosion control materials will be removed.

3. Trail Maintenance on Sewer Access Roads

Where trails utilize sewer access roads, the width of the road will be retained. SDCL will supplement the routine sewer access road maintenance provided by the City Public Utilities Department, Waste Water Division (Waste Water Division) including:

- Trimming tall non-native grasses and weeds that grow on the eight-foot access road as needed and as feasible to allow trail users to see the ground;
- Trimming any vegetation that grows from the edges obstructing the access road as needed to increase safety and convenient access for the public;

- If allowed by the permits and the Waste Water Division, in its sole discretion, smooth out minor ruts that form due to erosion or vehicle use;
- Recommend to the Waste Water Division any opportunities to reduce erosion and stabilize the sewer access road, and, if approved by the Waste Water Division, and if allowed by permits, seek resources and expertise to make the improvements.

In most cases, minor modifications to tread design will reduce, or eliminate significant erosion concerns. Specific modifications to tread design, tread surfacing, specific erosion controls built into the path, such as water diversions and drains, and planting with native vegetation may be implemented to alleviate erosion.

4. Trail Closure.

Locations for permanent or temporary trail closures and methods will have prior consultation and written approval from the Open Space Division. Permanent or temporary closures of trails may be conducted by re-vegetation with appropriate native plant species, or placing signs, fencing, or use of cut vegetation. Passive restoration, or the use of natural processes, sequences and timing, may be used to restore habitat to unwanted trail segments. Users of trails being closed will be redirected to approved trail locations which will be clearly identified and promoted within the community.

a. Permanent Closures

Trails proposed for permanent closure are identified in Figures 1 through 4. Additional trails may be identified for permanent closure with prior written approval by the Open Space Division. Trails that may be considered for permanent closure shall meet at least one of the following criteria:

- Redundant trails
- Unauthorized trails, including trail shortcuts
- Trails not accessible to the public
- Trails not safe or sustainable
- Trails facilitating illegal activity
- Trails contributing to resource impacts: erosion, biological, other
- New environmental concerns

b. Temporary Closures

The Open Space Division will provide to SDCL the location of temporary closures of trails not less than fourteen days before the closure is scheduled to begin.

Additional temporary closure of trails may be allowed with prior written approval by the Open Space Division. Trails that may be considered for temporary closure shall meet at least one of the following criteria:

- Repair, rehabilitation, or realignment
- Biological (nesting / breeding season)
- Seasonal (rainfall creating conditions where use would damage resources)Public safety
- At the sole discretion of the City, trails may be closed during or following wet weather.

5. Maintenance

Improvements to signage, trails and any steps or stairs shall be maintained by SDCL for the term of the License Agreement as follows:

- Conduct routine trail maintenance, such as raking trails or trimming back vegetation with hand tools, or repair of steps or stairs constructed by the project including areas of erosion resulting from created trails, steps, or stairs for the term of the License Agreement. Maintenance will include removal or paint-out of graffiti.
- **\$20,000 Dedicated Maintenance Fund:** SDCL will provide \$20,000 to the City for a dedicated maintenance fund for the City to draw from for trails and signage maintenance if SDCL is unable to perform the maintenance for any reason.

C. Task 3: Install Interpretive Trailhead Signage, Access Point Signage, and Trail Markers

Install Trailhead Signage, Access Point Signage, and Trail Markers that describe use guidelines and features of each canyon and provide way-finding directions. All signage will be pre-approved by the Open Space Division and will be consistent with current City standards for Canyon Program signage and trail marker design. The trail markers will be placed at trail connections as shown in Exhibit A and (Exhibits A-1 through A-4).

- Conduct routine maintenance of all signage and trail markers installed by SDCL as part of this Scope of Work for the term of the License Agreement. Maintenance will include removal or paint-out of graffiti.
- **\$20,000 Dedicated Maintenance Fund:** SDCL will provide \$20,000 to the City for a dedicated maintenance fund for the City to draw from for trails and signage maintenance if SDCL is unable to perform the maintenance for any reason.

III. Coordination with Ocean Discovery Institute's Projects in Manzanita and the other canyons included in this Scope of Work

Ocean Discovery Institute (ODI), a not-for-profit organization, has a license agreement with the City, dated March 19, 2013, and on file with the City Clerk as Document No. RR-308048 (ODI License Agreement), to restore and enhance portions of habitat and improve trails within Manzanita Canyon. In addition, ODI's programs will utilize the other canyons in City Heights. The following discusses how SDCL and ODI will coordinate their efforts in Manzanita Canyon and the other canyons.

A. Habitat Restoration/Enhancement Areas

For purposes of the License Agreement, ODI's staff, volunteers and interns will be considered "volunteers" of SDCL when working **inside** any part of the habitat restoration/enhancement areas delineated by this Scope of Work (Exhibit A).

SDCL will be considered "volunteers" of ODI when participating on projects initiated and managed by ODI **outside** of the areas delineated for habitat restoration/enhancement indicated in this Scope of Work (Exhibit A) and are within the area and scope of work of the ODI License Agreement.

B. Trails Improvements (Establishment and Enhancements)

ODI's staff, volunteers and interns will be considered "volunteers" of SDCL when working on the proposed trail improvements and the supplemental maintenance of the sewer access roads in the canyons of this Scope of Work.

C. Signage in Manzanita Canyon

ODI has included installation of entry/gateway signage and four additional trail way-finding markers/interpretive signs in Manzanita Canyon as part of the ODI License Agreement. Therefore, SDCL will not install signage in Manzanita Canyon.

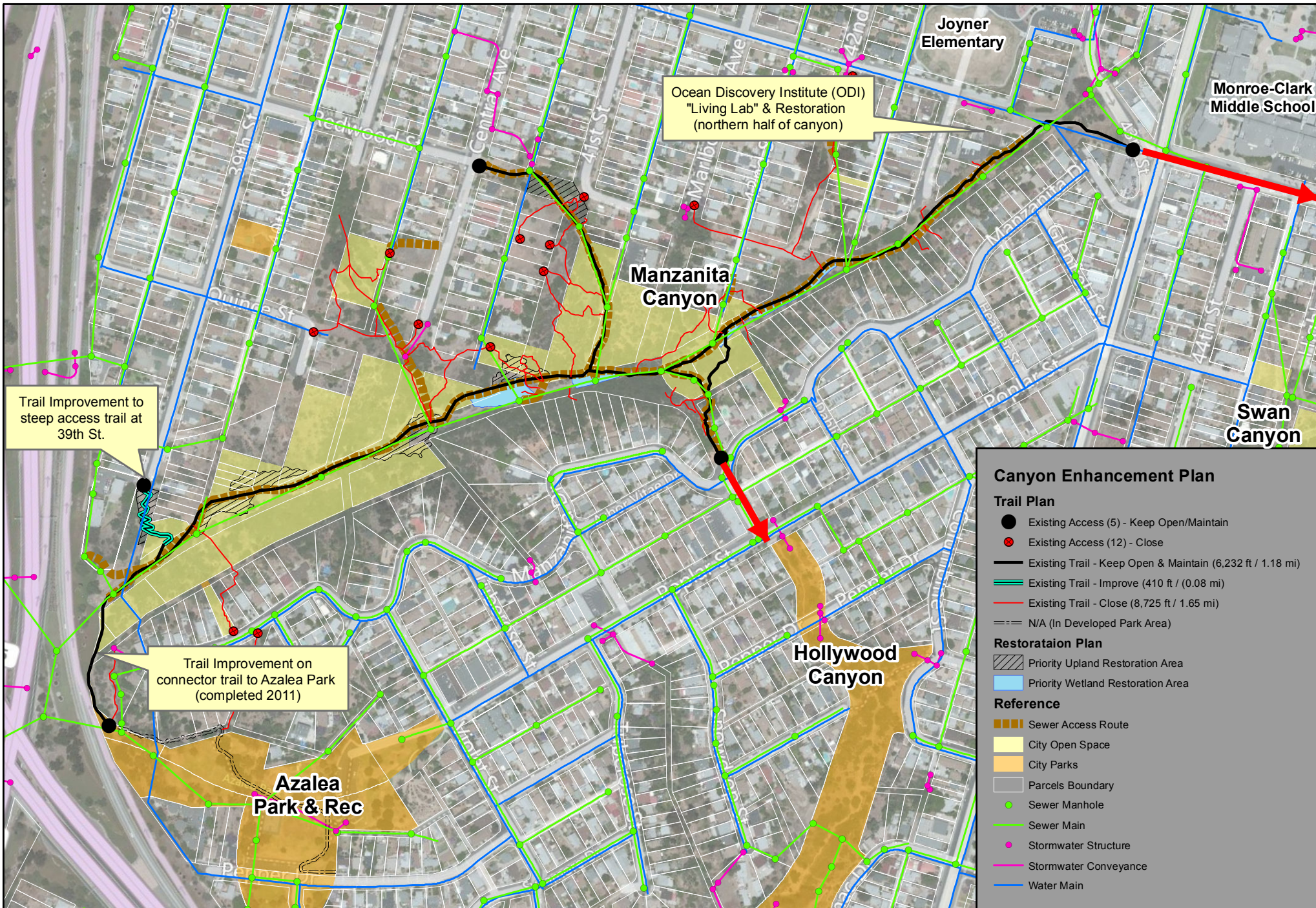
SDCL shall install signage for the Swan, 47th Street, and Hollywood Canyons within this Scope of Work (Exhibit A).

IV. Other Considerations

Educational Components

Educational information will be distributed to volunteers and surrounding residents which will include the following:

- Promote drought tolerant or native landscaping choices.
- Promote avoidance of invasive pest plants.
- Promote avoidance of the use of fertilizers and pesticides.
- Include contact information for reporting sewer spills, illegal grading, and illegal dumping in canyons and storm drains.



Ocean Discovery Institute (ODI)
"Living Lab" & Restoration
(northern half of canyon)

Trail Improvement to
steep access trail at
39th St.

Trail Improvement on
connector trail to Azalea Park
(completed 2011)

Canyon Enhancement Plan

Trail Plan

- Existing Access (5) - Keep Open/Maintain
- Existing Access (12) - Close
- Existing Trail - Keep Open & Maintain (6,232 ft / 1.18 mi)
- Existing Trail - Improve (410 ft / 0.08 mi)
- Existing Trail - Close (8,725 ft / 1.65 mi)
- N/A (In Developed Park Area)

Restoration Plan

- ▨ Priority Upland Restoration Area
- ▨ Priority Wetland Restoration Area

Reference

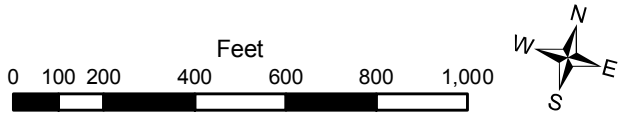
- ▨ Sewer Access Route
- ▨ City Open Space
- ▨ City Parks
- ▨ Parcels Boundary
- Sewer Manhole
- Sewer Main
- Stormwater Structure
- Stormwater Conveyance
- Water Main

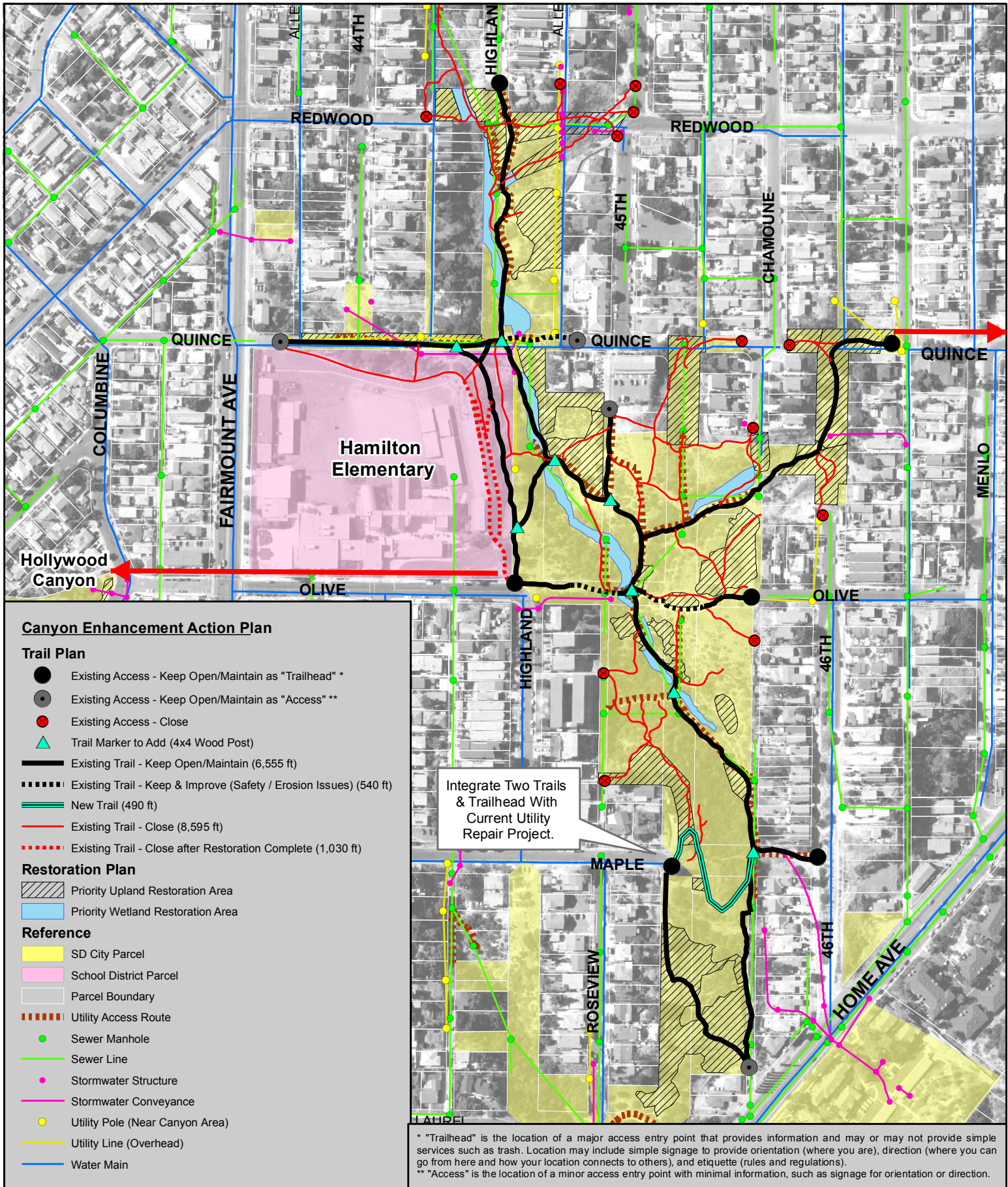
Manzanita Canyon - (Figure 1)

Map Date: 01.21.2013



Data Sources: San Diego Canyonlands, SANDAG, City of San Diego, Bing Basemaps
 Contact: Will Anderson | will@sdcanionlands.org
 For More Info: www.sdcanionlands.org/programs/canyon-enhance-planning





Swan Canyon | (Figure 2)

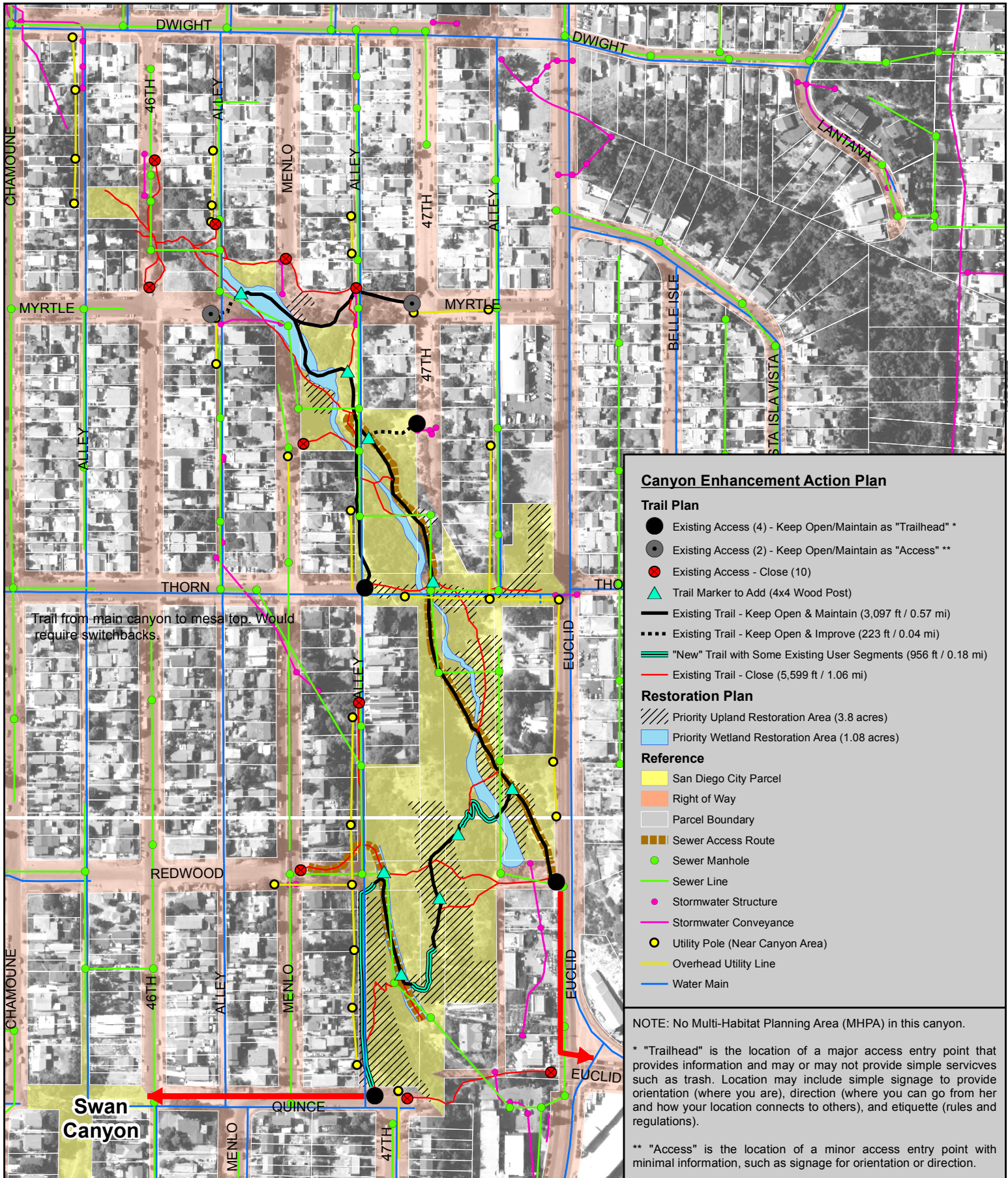
Map Date: 10.31.12

Imagery Date: Fall 2008
 Data Sources: SanGIS, City of San Diego, San Diego Canyonlands

Contact: Will Anderson | www.sdcanyonlands.org

For More Info: www.sdcanyonlands.org/programs/canyon-enhance-planning

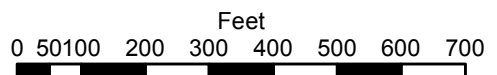


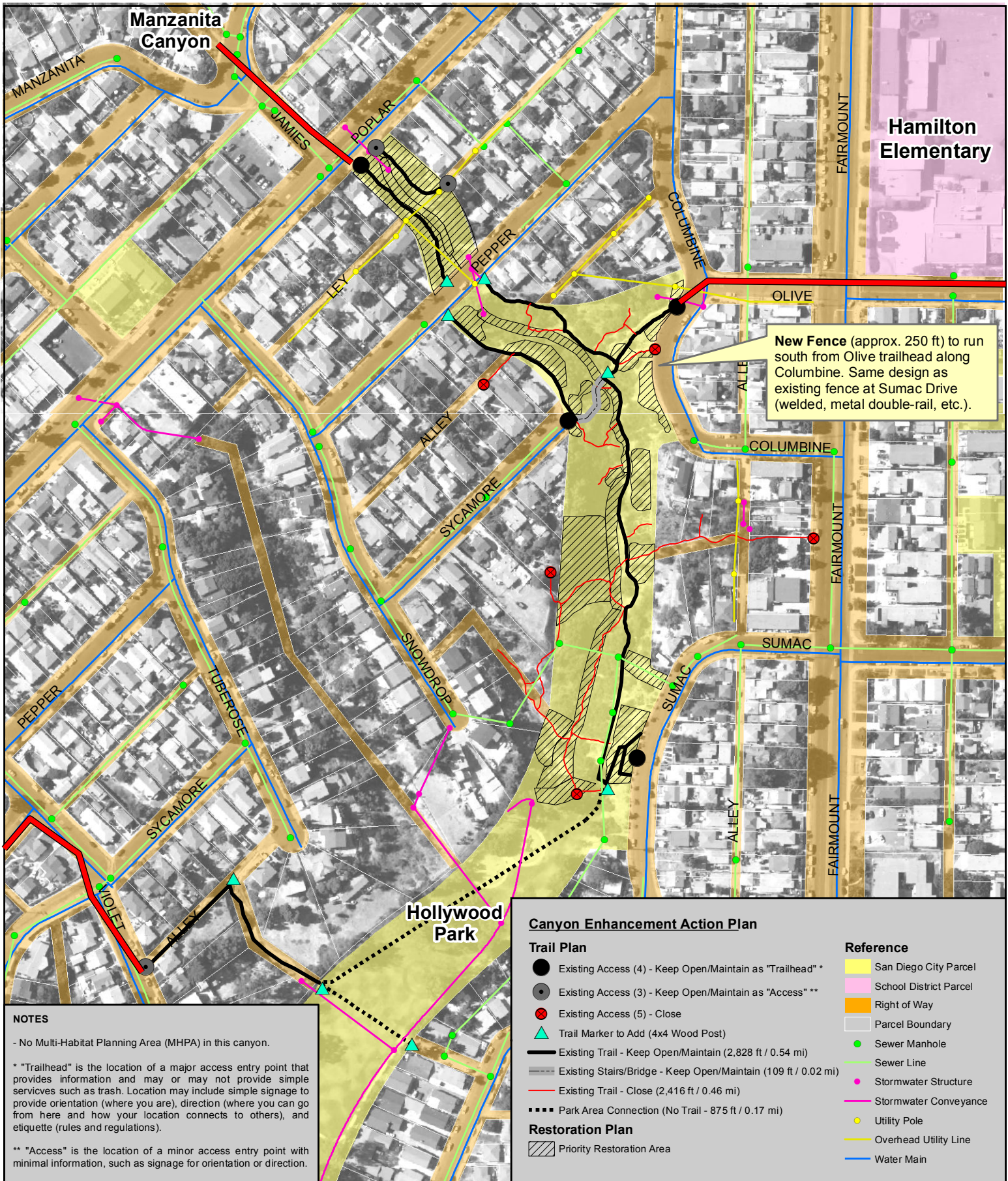


47th Street Canyon | (Figure 3)

Map Date: 01.21.2013

Imagery Date: Fall 2008
 Data Sources: SanGIS, City of San Diego, San Diego Canyonlands
 Contact: Will Anderson | www.sdcanyonlands.org
 For More Info: www.sdcanyonlands.org/programs/canyon-enhance-planning





Hollywood Canyon (Figure 4)

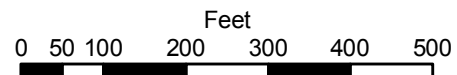
Map Date: 08.29.12

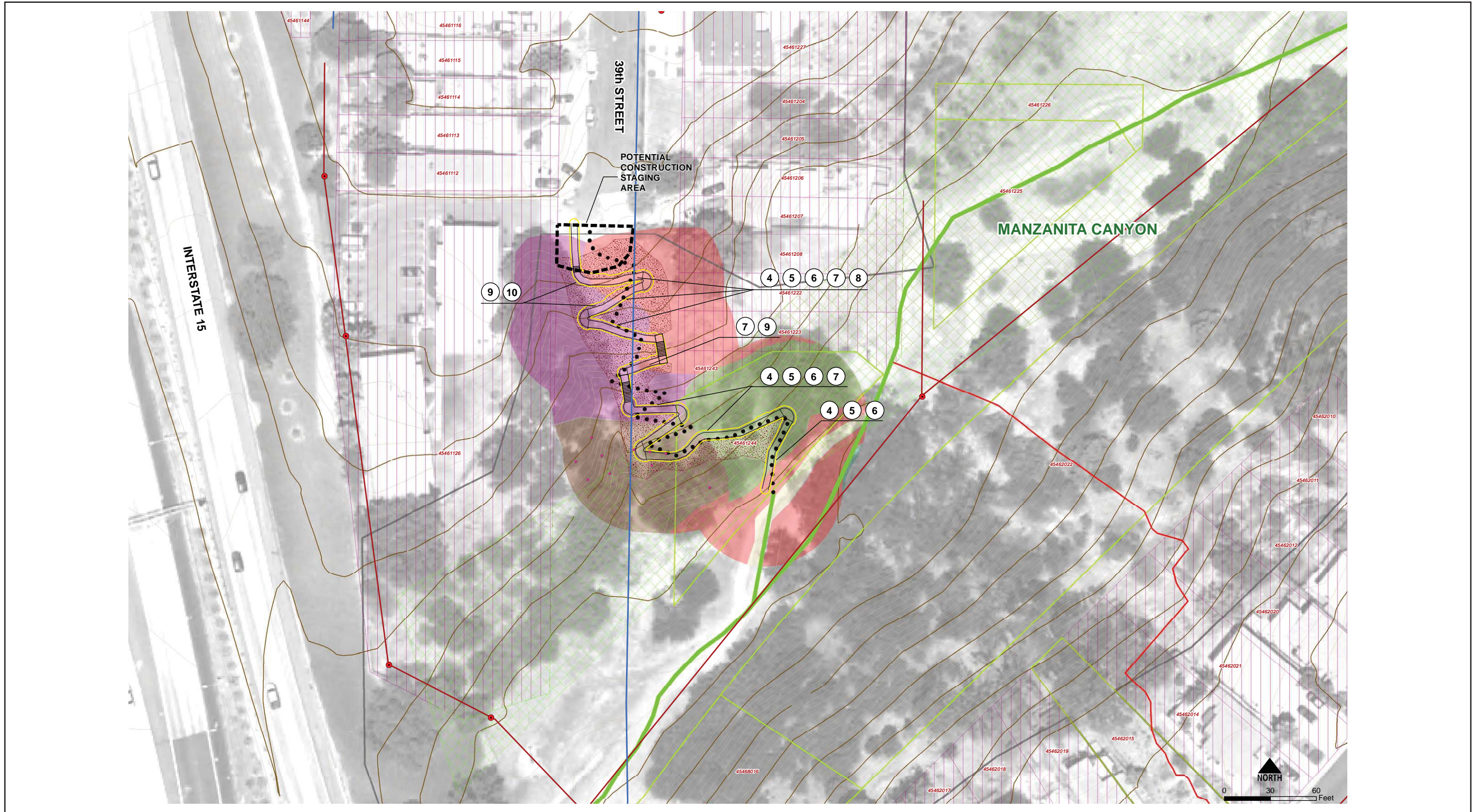
Imagery Date: Fall 2008

Data Sources: SanGIS, City of San Diego, San Diego Canyonlands

Contact: Will Anderson, will@sdccanyonlands.org

For More Info: www.sdccanyonlands.org/programs/canyon-enhance-planning

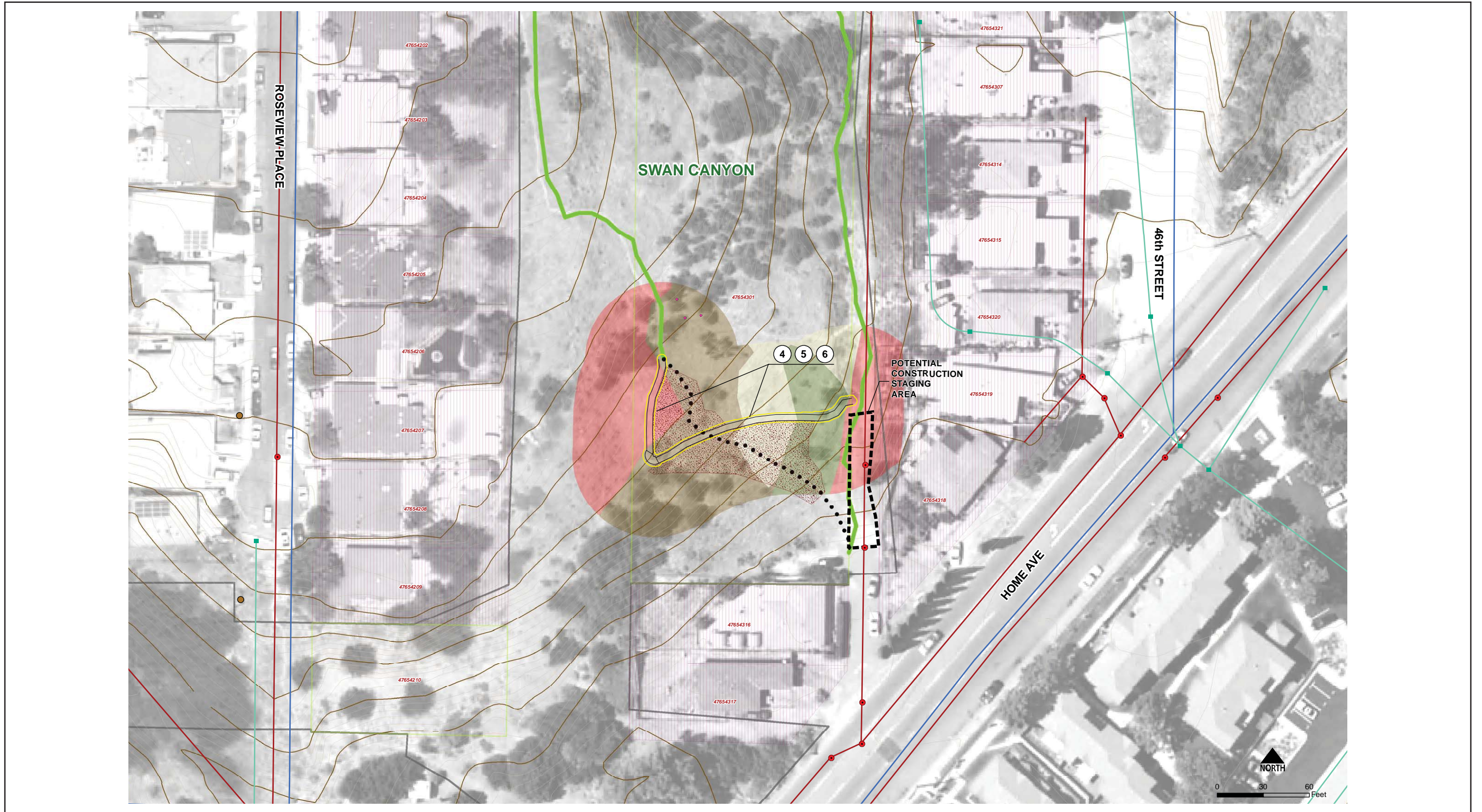




- | | | | | | |
|---|------------------------|-----------------|---------------|-------------------------------------|---------------------|
| — Stairs | Trail Impact Footprint | Drain Structure | Water Pipe | Ceanothus verrucosus | Disturbed Habitat |
| — Trail_Edge | PRIVATE | 10ft Contours | Sewer Manhole | Non-Vegetated Floodplain or Channel | Non-Native Woodland |
| — Existing - Proposed to Close | CITY OF SAN DIEGO | 2ft Contours | Sewer Main | Coastal Sage-Chaparral Transition | Eucalyptus Woodland |
| ••• Existing - Proposed for Replacement | MSCP MHPA | Storm Pipe | | Southern Mixed Chaparral | |
| — Existing - To Remain Open | Soil Disposal Area | | | | |



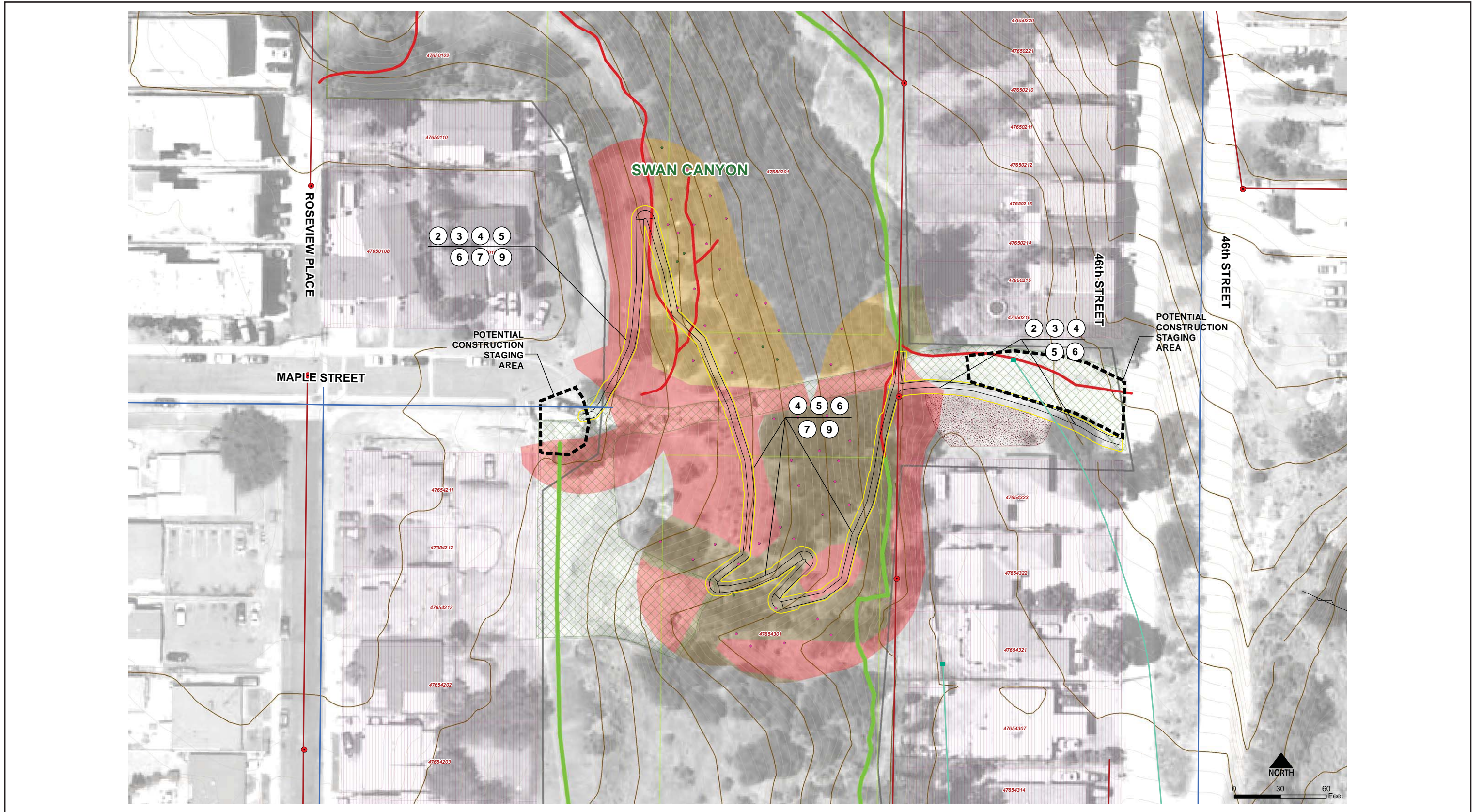
FIGURE 5
 Site Development Plan - Manzanita Canyon
 West of I-15/Southern Terminus of 39th Street
 (Sheet 2)



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|--------------------|------------------------|-----------------|---------------|---------------------------|
| — Stairs | Trail Impact Footprint | 10ft Contours | Water Main | • Ceanothus verrucosus |
| — Trail Edges | PRIVATE | 2ft Contours | Water Pipe | Non-Native Grassland |
| — Close; TempOpen | CITY OF SAN DIEGO | Drain Structure | Sewer Manhole | Diegan Coastal Sage Scrub |
| •••• Keep Impr | Soil Disposal Area | Storm Pipe | Sewer Main | Southern Mixed Chaparral |
| — Keep; Swr Access | | | | Disturbed Habitat |



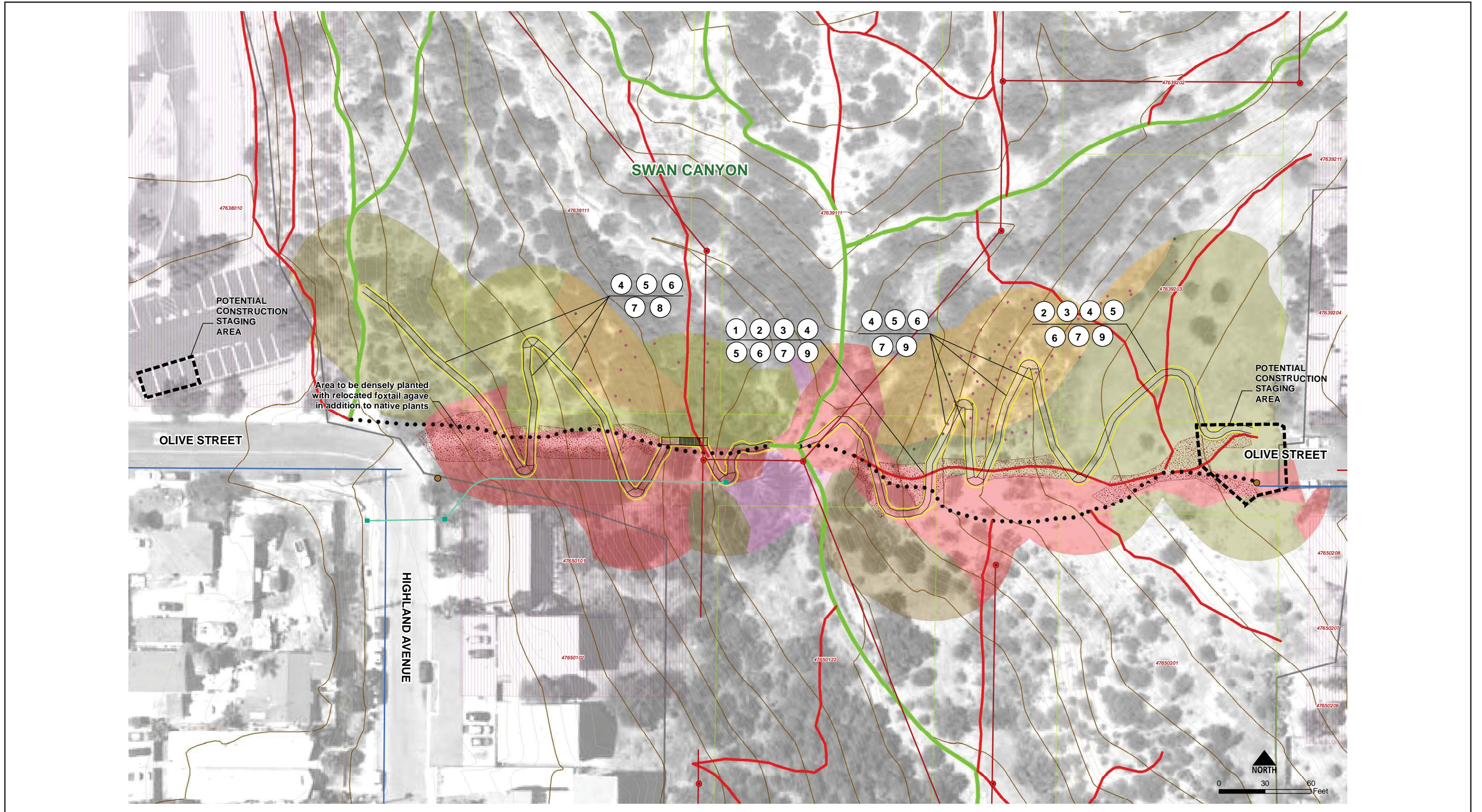
FIGURE 6a
 Site Development Plan - Swan Canyon
 Vicinity of Home Avenue
 (Sheet 3)



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|--------------------|------------------------|-------------------|-----------------|---------------------------------------|-----------------------------|
| — Stairs | Trail Impact Footprint | 10ft Contours | Water Main | • Ceanothus verrucosus | Southern Maritime Chaparral |
| — Trail Edges | PRIVATE | 2ft Contours | Water Pipe | • Xylococcus bicolor | Southern Mixed Chaparral |
| — Close; TempOpen | CITY OF SAN DIEGO | ■ Drain Structure | ● Sewer Manhole | ■ Non-Vegetated Floodplain or Channel | ■ Disturbed Habitat |
| •••• Keep Impr | City Restoration Area | — Storm Pipe | — Sewer Main | ■ Diegan Coastal Sage Scrub | |
| — Keep; Swr Access | Soil Disposal Area | ● Utility Poles | | | |



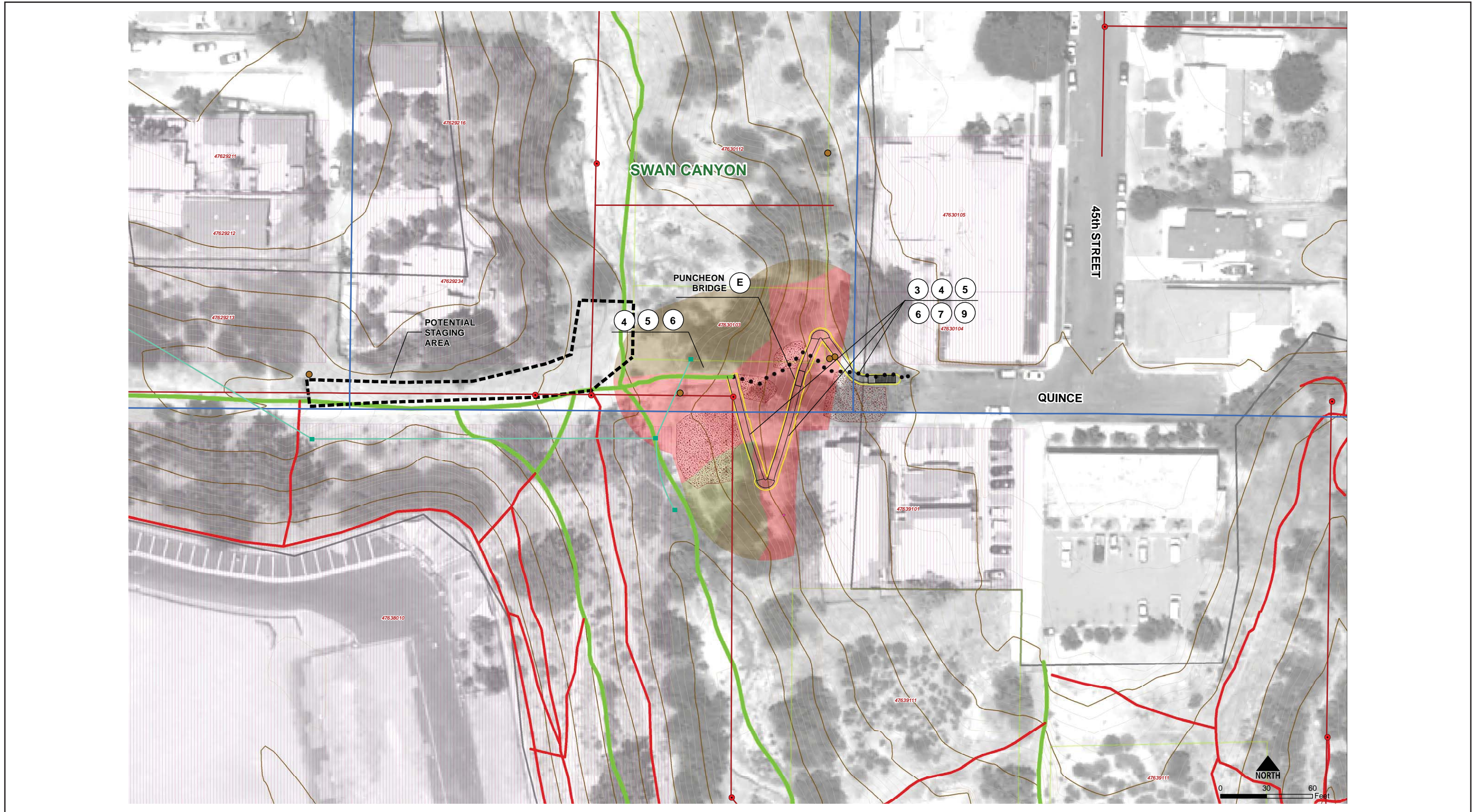
FIGURE 6b
 Site Development Plan - Swan Canyon
 Vicinity of Maple Street and 46th Street
 (Sheet 4)



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|---|--------------------------|-------------------|-----------------|-------------------------------------|-------------------------------|
| — Stairs | ■ Soil Disposal Area | ■ Drain Structure | ● Sewer Manhole | ● Ceanothus verrucosus | ■ Southern Maritime Chaparral |
| — Trail Edges | ■ Trail Impact Footprint | — Storm Pipe | — Sewer Main | ● Xylococcus bicolor | ■ Southern Mixed Chaparral |
| — Existing - Proposed to Close | ■ PRIVATE | — Water Main | — 10ft Contours | ■ Diegan Coastal Sage Scrub | ■ Non-Native Riparian |
| ●●● Existing - Proposed for Replacement | ■ CITY OF SAN DIEGO | — Water Pipe | — 2ft Contours | ■ Coastal Sage-Chaparral Transition | ■ Disturbed Habitat |
| — Existing - To Remain Open | | | | | |



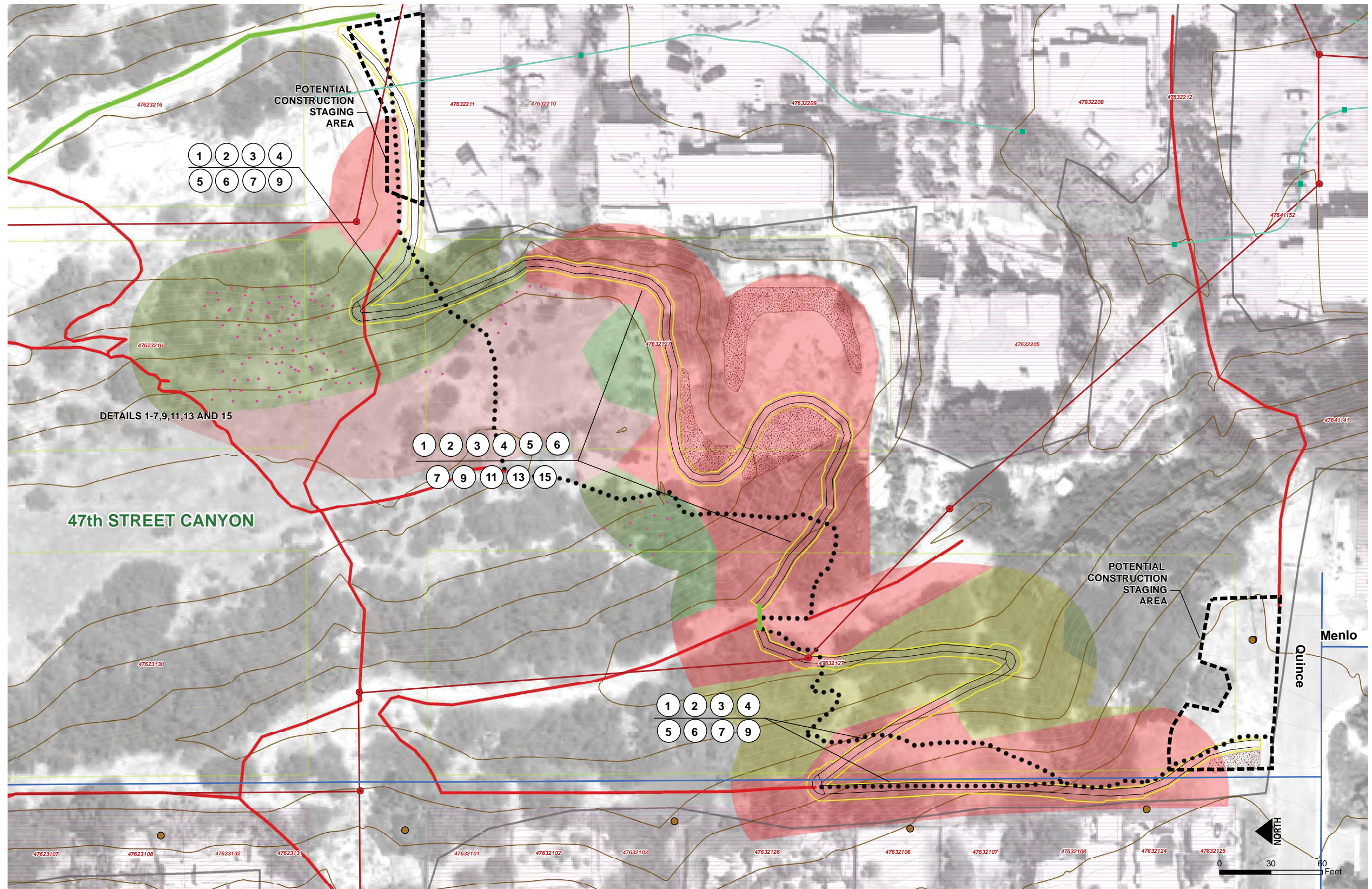
FIGURE 6c
 Site Development Plan - Swan Canyon
 Vicinity of Maple Street and 46th Street
 (Sheet 5)



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|---|------------------------|-------------------|----------------|-----------------------------|
| — Stairs | Trail Impact Footprint | ■ Drain Structure | — Storm Pipe | • Ceanothus verrucosus |
| — Trail Edges | Private | ● Sewer Manhole | — Water Pipe | ■ Diegan Coastal Sage Scrub |
| — Existing - Proposed to Close | City of San Diego | ● Utility Pole | — Sewer Main | ■ Southern Mixed Chaparral |
| ●●● Existing - Proposed for Replacement | Soil Disposal Area | — 10ft Contours | — 2ft Contours | ■ Disturbed Habitat |
| — Existing - To Remain Open | | | | |



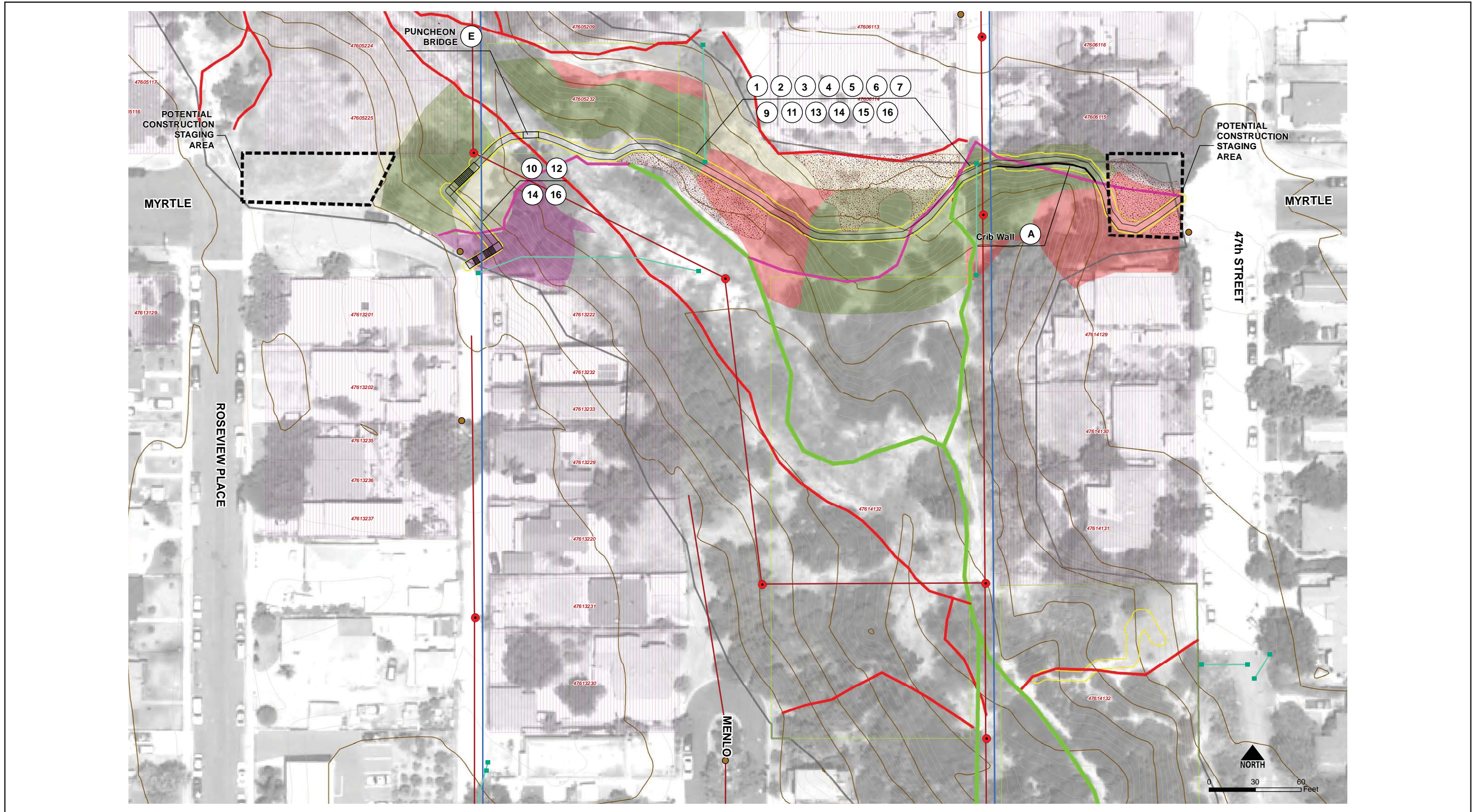
FIGURE 6d
 Site Development Plan - Swan Canyon
 Vicinity of Quince Street
 (Sheet 6)



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|---|------------------------|---------------|-----------------|-----------------------------------|
| — Stairs | Trail Impact Footprint | Storm Pipe | Utility Pole | Diegan Coastal Sage Scrub |
| — Trail Edges | Private | Water Pipe | Drain Structure | Coastal Sage-Chaparral Transition |
| — Existing - Proposed to Close | City of San Diego | Sewer Main | Sewer Manhole | Chamise Chaparral |
| ••• Existing - Proposed for Replacement | Soil Disposal Area | 10ft Contours | 10ft Contours | Scrub Oak Chaparral |
| — Existing - To Remain Open | | 2ft Contours | | Disturbed Habitat |



FIGURE 7a
 Site Development Plan - 47th Street Canyon
 North of Quince Street/West of Euclid Avenue
 (Sheet 7)



- | | | | | |
|---|------------------------|-------------------|-----------------|----------------------|
| — Stairs | Trail Impact Footprint | ● Utility Pole | ● Sewer Manhole | Non-Native Grassland |
| — Trail Edges | PRIVATE | ■ Drain Structure | — Sewer Main | Scrub Oak Chaparral |
| — Existing - Proposed to Close | CITY OF SAN DIEGO | — Storm Pipe | — 10ft Contours | Disturbed Habitat |
| ●●● Existing - Proposed for Replacement | Soil Disposal Area | — Water Pipe | — 2ft Contours | Non-Native Woodland |
| — Existing - To Remain Open | | | | |

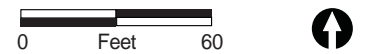














FIGURE 7b
 Site Development Plan - 47th Street Canyon
 Vicinity of Myrtle Avenue/West of 47th Street
 (Sheet 8)

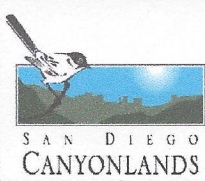
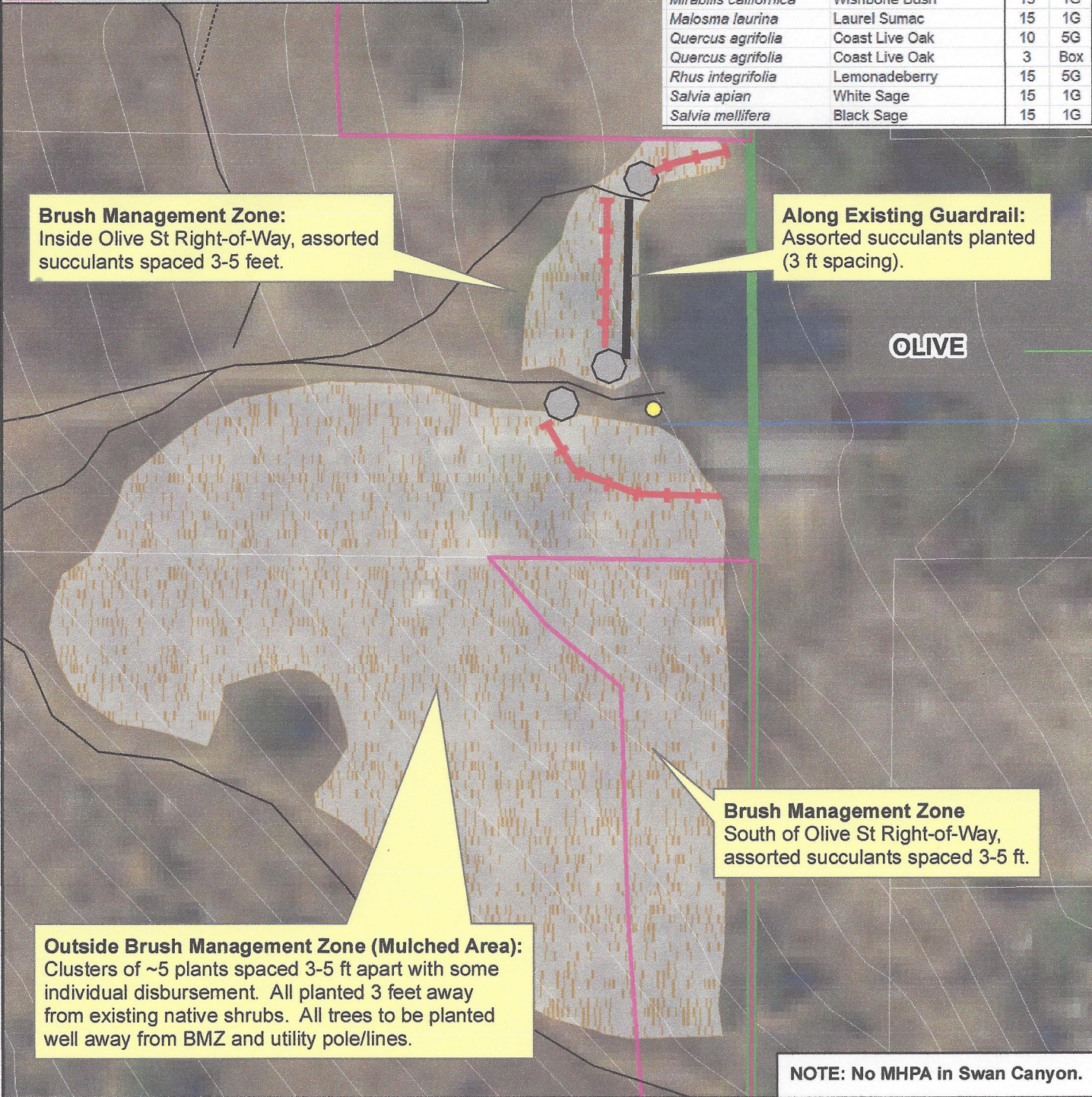
FIGURE 8 - SAMPLE RESTORATION SITE MAP

Legend

 Existing Guardrail	 Trail (Well-Established)
 New Split-Rail Fence (4ft)	 Trail (Less-Established)
 New Boulder	 Utility Pole
 Mulched Area	 Water Main
 City Open Space	 Parcel Boundary
 Brush Management Zone	 Contour Line 2ft

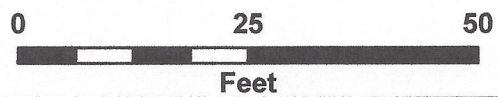
Planting List, Native Plants Only

Name	Common Name	Qty	Size
<i>Artemesia californica</i>	California Sagebrush	15	1G
n/a	Assorted Succulants		
<i>Baccharis pilularis</i>	Coyote Bush	15	1G
<i>Eriogonum fasciculatu</i>	California Buckwheat	15	1G
<i>Helianthus californicu</i>	California Sunflower	15	1G
<i>Isocoma menziesi</i>	Coast Goldenbush	15	1G
<i>Lotus scoparius</i>	Deer Weed	15	1G
<i>Mirabilis californica</i>	Wishbone Bush	15	1G
<i>Malosma laurina</i>	Laurel Sumac	15	1G
<i>Quercus agrifolia</i>	Coast Live Oak	10	5G
<i>Quercus agrifolia</i>	Coast Live Oak	3	Box
<i>Rhus integrifolia</i>	Lemonadeberry	15	5G
<i>Salvia apian</i>	White Sage	15	1G
<i>Salvia mellifera</i>	Black Sage	15	1G



Swan Canyon | Proposed Planting at West End of Olive St.

Map Date: 10/17/11
 Imagery Date: Fall 2008
 Data Sources: SanGIS, San Diego Canyonlands
 Contact: Will Anderson | will@sdcanonlands.org



EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: San Diego Canyonlands	Contact Name: Eric Bowlby
Company Address: 3552 Bancroft St., San Diego, CA 92104	Contact Phone: 619-284-9399
	Contact Email: eric@sdcanyonlands.org

CONTRACT INFORMATION

Contract Title: License Agreement for City Heights Canyons Enhancement and Trails Project	Start Date:
Contract Number (if no number, state location): San Diego, California	End Date: June 30, 2036

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: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

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.

<u>Eric Bowlby / Executive Director</u> Name/Title of Signatory	<u>Eric Bowlby</u> Signature	<u>10/16/13</u> Date
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FOR OFFICIAL CITY USE ONLY

Receipt Date: 10/21/2013 EBO Analyst: [Signature] Approved Not Approved – Reason: