

CALIFORNIA COASTAL COMMISSION

SAN DIEGO DISTRICT OFFICE
7575 METROPOLITAN DRIVE, SUITE 103
SAN DIEGO, CA 92108-4402
VOICE (619) 767-2370
FAX (619) 767-2384



W17a

6-21-0353 (Northeast MB, LLC)

May 2022

EXHIBITS

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Legend
• Feature 1



Mission Bay Golf Course

De Anza Mobile Home Park
(shaded area new RV use)

De Anza Cove

Public parking
and beach

De Anza Mobile Home Park
(shaded area new RV use)

Existing public path

Rose Creek




Mission Bay High School

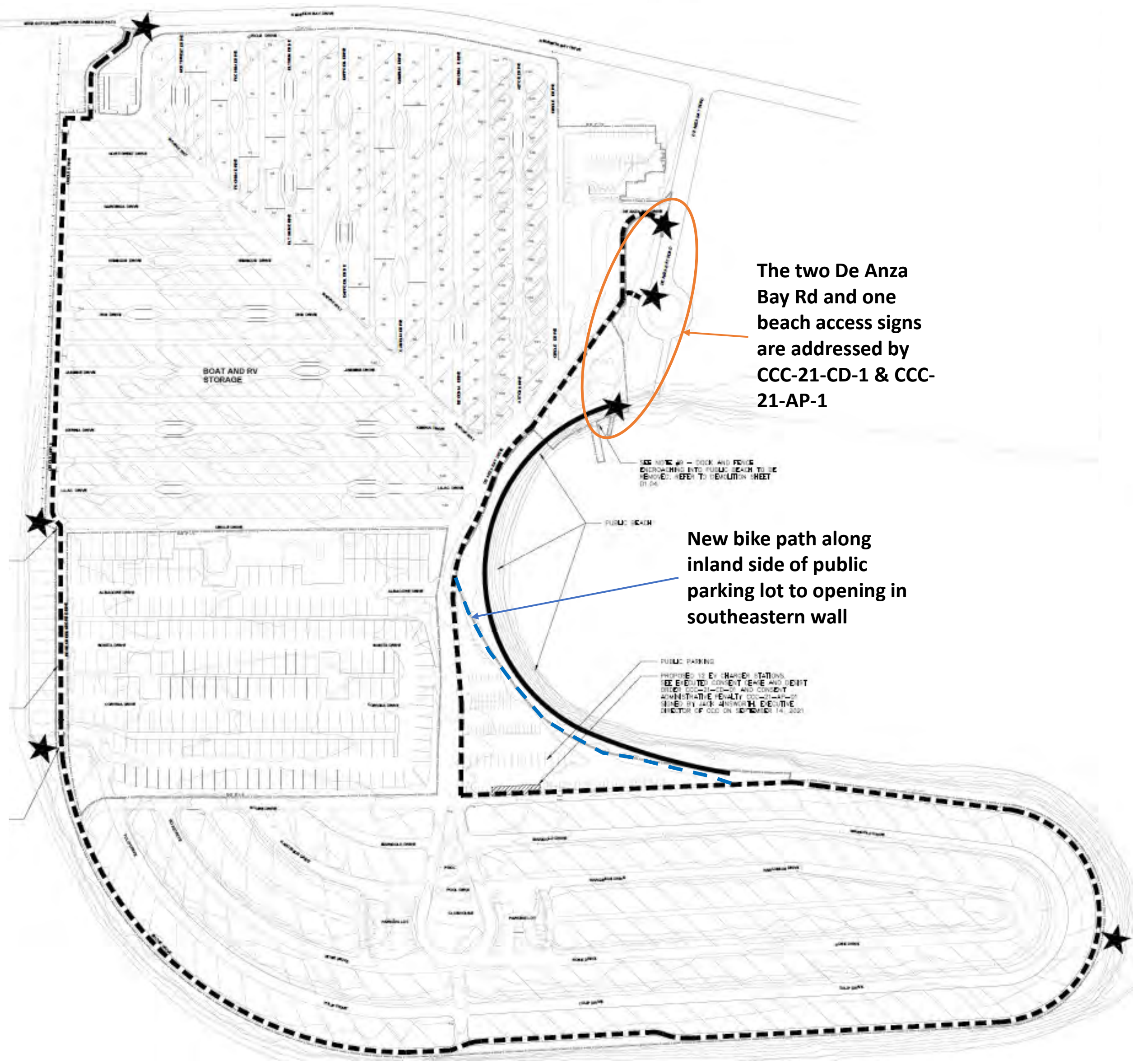
Campland on the Bay

Mission Bay RV Resort

Mission Bay

LEGEND

SYMBOL	DESCRIPTION
	PEDESTRIAN PATH
	BICYCLE PATH
	PUBLIC ACCESS SIGN LOCATION





Vacant Structures Within Mobile Home Park

EXHIBIT NO. 5

APPLICATION NO.

6-20-0053

Site Photos



California Coastal Commission



Encroaching fence and dock on public beach

Public Beach





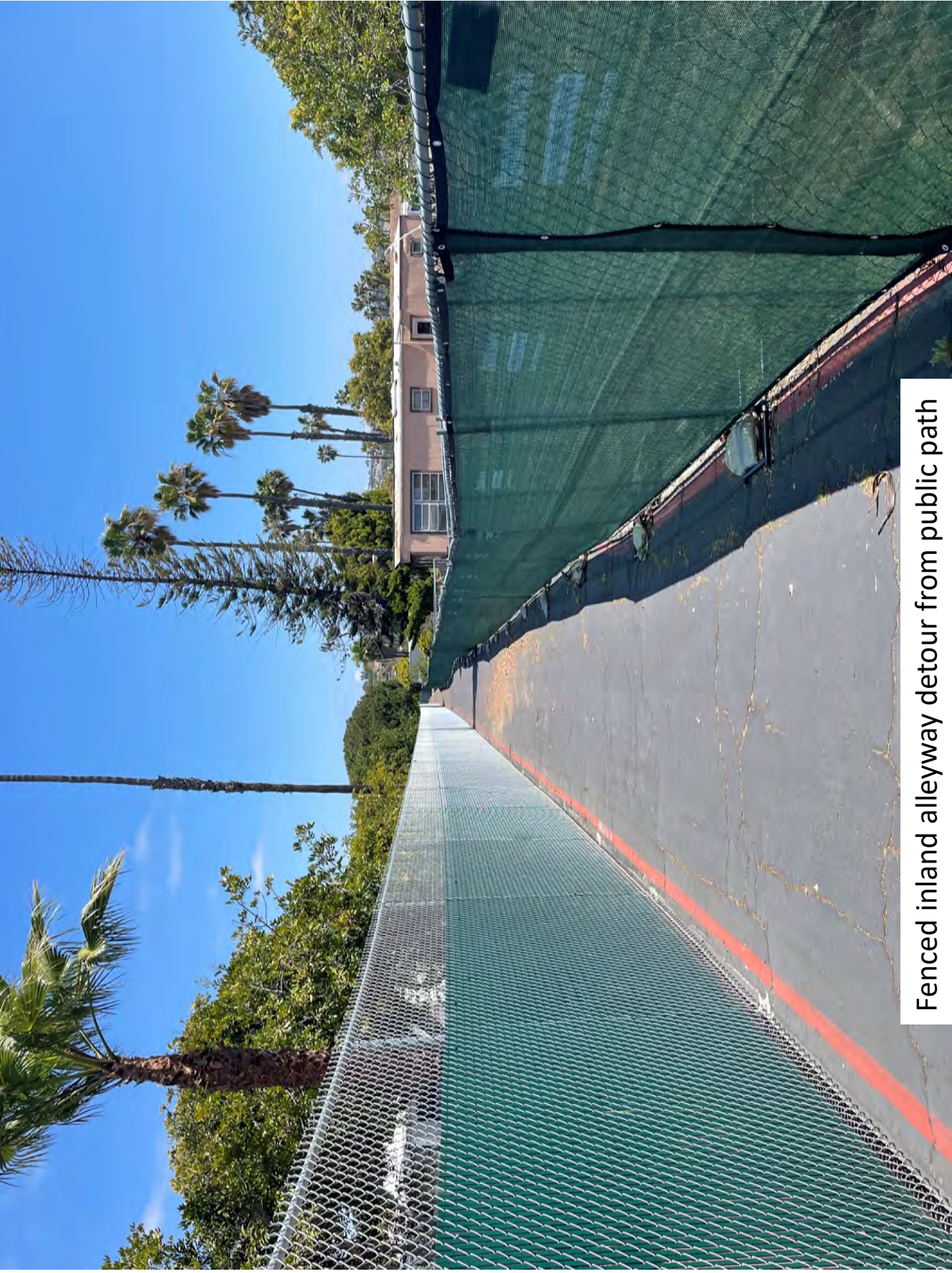
Public pedestrian path (cove side)



Public pedestrian path (bayside)



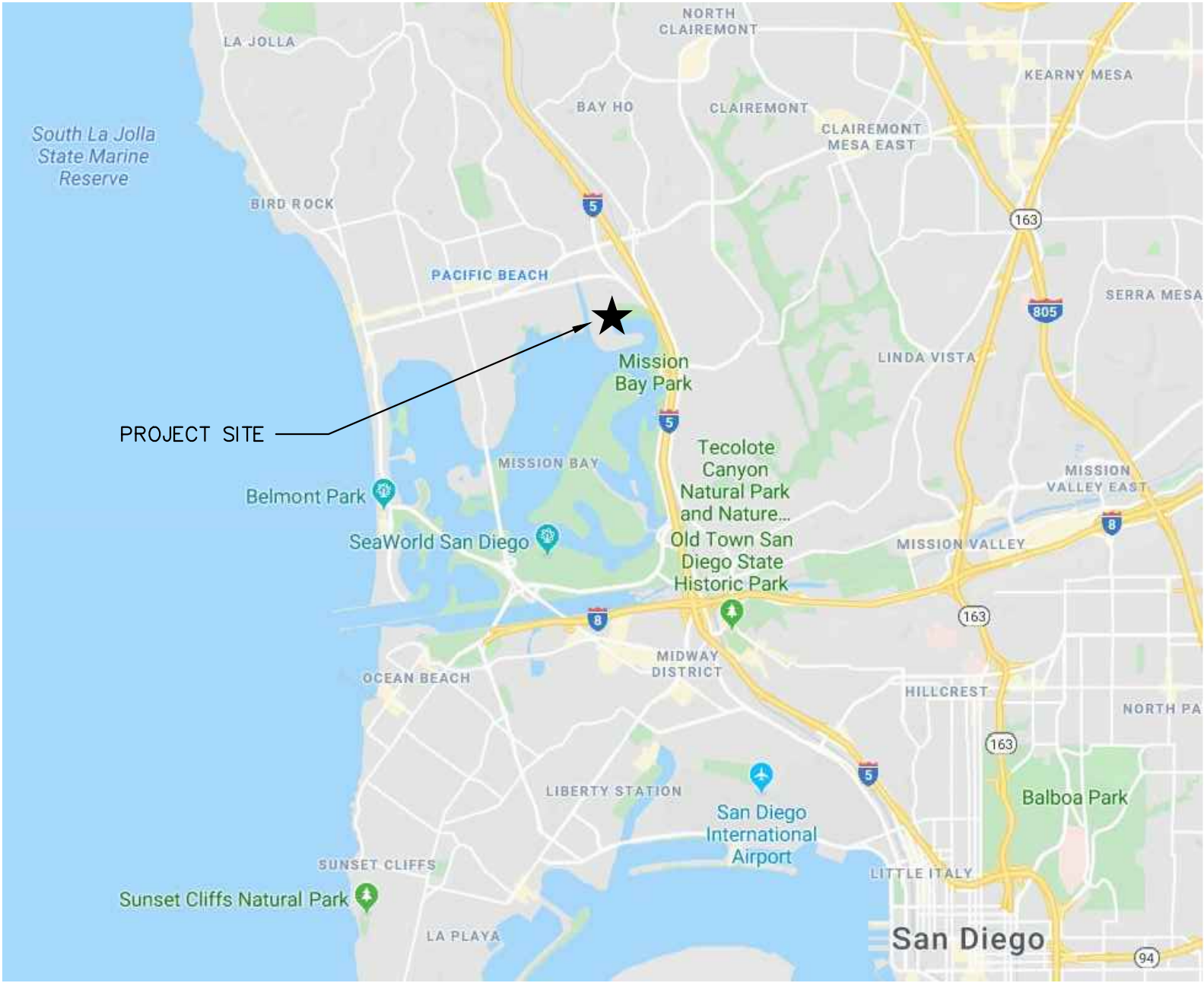
Termination of public path at RV resort and detour to east



Fenced inland alleyway detour from public path

COASTAL DEVELOPMENT PERMIT FOR:

MISSION BAY RV RESORT



KEY MAP

SHEET INDEX

- T1.00 TITLE SHEET
- D1.01 DEMOLITION PLAN
- D1.02 DEMOLITION PLAN
- D1.03 DEMOLITION PLAN
- D1.04 DEMOLITION PLAN
- D1.05 DEMOLITION PLAN
- D1.06 DEMOLITION PLAN
- D1.07 DEMOLITION PLAN
- L1.01 INTERIM IMPROVEMENT PLAN
- L1.02 INTERIM IMPROVEMENT PLAN
- L1.03 INTERIM IMPROVEMENT PLAN
- L1.04 INTERIM IMPROVEMENT PLAN
- L1.05 INTERIM IMPROVEMENT PLAN
- L1.06 INTERIM IMPROVEMENT PLAN
- L1.07 INTERIM IMPROVEMENT PLAN
- L1.08 PUBLIC ACCESS PLAN
- L1.09 CONSTRUCTION POLLUTION CONTROL PLAN

SITE ADDRESS

2727 DE ANZA RD
SAN DIEGO, CA 92109

PROJECT TEAM

LANDSCAPE ARCHITECT:

SPURLOCK LANDSCAPE ARCHITECTS
2122 HANCOCK STREET
SAN DIEGO, CA 92110
619-681-0090
CONTACT: BRAD LENTS

GEOTECHNICAL, COASTAL AND ENVIRONMENTAL ENGINEER:

GEOSOLS, INC
5741 PALMER WAY
CARLSBAD, CA 92010
760-438-3155
CONTACT: DAVID SKELLY

TOPOGRAPHY SOURCE

TOPOGRAPHY DEPICTED IN THE PLANS INDICATE ELEVATION ABOVE MEAN SEA LEVEL.

CONSTRUCTION BMP GENERAL NOTES

PRIOR TO ANY SOIL DISTURBANCE, TEMPORARY EROSION AND SEDIMENT CONTROL SHALL BE INSTALLED BY THE CONTRACTOR OR QUALIFIED PERSON(S) AS INDICATED BELOW:

1. ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "LAND DEVELOPMENT MANUAL, STORM WATER STANDARDS" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR WATER POLLUTION CONTROL PLAN (WPCL) FOR CONSTRUCTION LEVEL BMP'S AND, IF APPLICABLE, THE STORM WATER QUALITY MANAGEMENT PLAN (SWQMP) FOR POST CONSTRUCTION TREATMENT CONTROL BMP'S.

2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL STORM DRAIN INLETS. INLET PROTECTION IN THE PUBLIC RIGHT OF WAY MAY BE TEMPORARILY REMOVED WHERE IT IS PRONE TO FLOODING PRIOR TO A RAIN EVENT AND REINSTALLED AFTER RAIN IS OVER.

3. ALL CONSTRUCTION BMP'S SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.

4. THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING, AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION AND SEDIMENT CONTROL MEASURES.

5. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS ARE AWARE OF ALL STORM WATER QUALITY MEASURES AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED SWPPP/WPCL WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, CIVIL PENALTIES AND/OR STOP WORK NOTICES.

6. THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT, DEBRIS AND MUD ON AFFECTED AND ADJACENT STREET(S) AND WITHIN STORM DRAIN SYSTEM DUE TO CONSTRUCTION VEHICLES/EQUIPMENT AND CONSTRUCTION ACTIVITY AT THE END OF EACH WORK DAY.

7. THE CONTRACTOR SHALL PROTECT NEW AND EXISTING STORM WATER CONVEYANCE SYSTEMS FROM SEDIMENTATION, CONCRETE RINSE, OR OTHER CONSTRUCTION RELATED DEBRIS AND DISCHARGES WITH THE APPROPRIATE BMP'S THAT ARE ACCEPTABLE TO THE ENGINEER AND AS INDICATED IN THE SWPPP/WPCL.

8. THE CONTRACTOR OR QUALIFIED PERSON SHALL CLEAR DEBRIS, SILT AND MUD FROM ALL DITCHES AND SWALES PRIOR TO AND AFTER EACH RAIN EVENT.

9. IF A NON-STORM WATER DISCHARGE LEAVES THE SITE, THE CONTRACTOR SHALL IMMEDIATELY STOP THE ACTIVITY AND REPAIR THE DAMAGES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF THE DISCHARGE. AS SOON AS PRACTICAL, ANY AND ALL WASTE MATERIAL, SEDIMENT AND DEBRIS FROM EACH NON STORM WATER DISCHARGE SHALL BE REMOVED FROM THE STORM DRAIN CONVEYANCE SYSTEM AND PROPERLY DISPOSED OF BY THE CONTRACTOR.

10. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT OF CONSTRUCTION BMP'S WHEN RAIN IS IMMINENT.

11. THE CONTRACTOR SHALL RESTORE AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL BMP'S TO WORKING ORDER YEAR ROUND.

12. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES DUE TO GRADING INACTIVITY OR UNFORESEEN CIRCUMSTANCES TO PREVENT NON-STORM WATER AND SEDIMENT-LADEN DISCHARGES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.

14. ALL EROSION AND SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP/WPCL SHALL BE INSTALLED AND MAINTAINED. ALL EROSION AND SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE PROPERLY DOCUMENTED AND INSTALLED TO THE SATISFACTION OF THE RESIDENT ENGINEER.

15. UPON NOTIFICATION BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL ARRANGE FOR MEETINGS DURING OCTOBER 1ST TO APRIL 30TH FOR PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK, OWNER/DEVELOPER AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION AND SEDIMENT CONTROL MEASURES AND OTHER BMP'S RELATIVE TO ANTICIPATED CONSTRUCTION ACTIVITIES.

16. THE CONTRACTOR SHALL CONDUCT VISUAL INSPECTIONS DAILY AND MAINTAIN ALL BMP'S AS NEEDED. VISUAL INSPECTIONS AND MAINTENANCE OF ALL BMP'S SHALL BE CONDUCTED BEFORE, DURING AND AFTER EVERY RAIN EVENT AND EVERY 24 HOURS DURING ANY PROLONGED RAIN EVENT. THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL BMP'S AS SOON AS POSSIBLE AS SAFETY ALLOWS.

17. CONSTRUCTION ENTRANCE AND EXIT AREA. TEMPORARY CONSTRUCTION ENTRANCE AND EXIT AREA SHALL BE ON LEVEL, STABILIZED GROUND. THE ENTRANCE AND EXIT AREA SHALL BE CONSTRUCTED BY OVERLAYING THE STABILIZED ACCESS AREA WITH 3 TO 6" DIAMETER STONES. THE AREA SHALL BE MINIMUM 50' LONG X 30' WIDE. IN LIEU OF STONE COVERED AREA, THE CONTRACTOR MAY CONSTRUCT RUMBLE RACKS OF STEEL PANELS WITH RIDGES MINIMUM 20' LONG X 30' WIDE CAPABLE OF PREVENTING THE MIGRATION OF CONSTRUCTION MATERIALS INTO THE TRAVELED WAYS.

18. PERFORMANCE STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING WATER POLLUTION CONTROL MEASURES BASED ON PERFORMANCE STANDARDS. PERFORMANCE STANDARDS SHALL INCLUDE:

A. NON-STORM WATER DISCHARGES FROM THE SITE SHALL NOT OCCUR TO THE MEP3. STORM WATER DISCHARGES SHALL BE FREE OF POLLUTANTS INCLUDING SEDIMENT TO THE MEP.

B. EROSION SHALL BE CONTROLLED BY ACCEPTABLE BMP'S TO THE MEP. IF RILLS AND GULLIES APPEAR THEY SHALL BE REPAIRED AND ADDITIONAL BMP'S INSTALLED TO PREVENT A REOCCURRENCE OF EROSION.

C. AN INACTIVE AREA SHALL BE PROTECTED TO PREVENT POLLUTANT DISCHARGES. A SITE OR PORTIONS OF A SITE SHALL BE CONSIDERED INACTIVE WHEN CONSTRUCTION ACTIVITIES HAVE CEASED FOR A PERIOD OF 14 OR MORE CONSECUTIVE DAYS.

GRADING NOTES

1. GRADING AS SHOWN ON THESE PLANS SHALL BE IN CONFORMANCE WITH CURRENT STANDARD SPECIFICATIONS AND CHAPTER 14, ARTICLE 2, DIVISION 1, OF THE SAN DIEGO MUNICIPAL CODE.

3. GRADED, DISTURBED, OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED, COVERED BY STRUCTURE, OR PLANTED FOR A PERIOD OVER 90 DAYS SHALL BE COVERED WITH A 3" LAYER OF MULCH

GROUND WATER DISCHARGE NOTES

1. ALL GROUND WATER EXTRACTION AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS NOT TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO R9-2015-0013 NPDES CAG919003.

2. THE ESTIMATED MAXIMUM DISCHARGE RATES MUST NOT EXCEED THE LIMITS SET IN THE OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL BOARD UNLESS PRIOR NOTIFICATION AND SUBSEQUENT AUTHORIZATION HAS BEEN OBTAINED, AND DISCHARGE OPERATIONS MODIFIED TO ACCOMMODATE THE INCREASED RATES.

3. ALL GROUND WATER EXTRACTIONS AND SIMILAR WASTE DISCHARGES TO SURFACE WATERS TRIBUTARY TO THE SAN DIEGO BAY ARE PROHIBITED UNTIL IT CAN BE DEMONSTRATED THAT THE OWNER HAS APPLIED AND OBTAINED AUTHORIZATION FROM THE STATE OF CALIFORNIA VIA AN OFFICIAL "ENROLLMENT LETTER" FROM THE REGIONAL WATER QUALITY CONTROL BOARD IN ACCORDANCE WITH THE TERMS, PROVISIONS AND CONDITIONS OF STATE ORDER NO R9-2015-0013 NPDES NO. CAG919003.

MINIMUM POST-CONSTRUCTION MAINTENANCE PLAN

AT THE COMPLETION OF THE WORK SHOWN, THE FOLLOWING PLAN SHALL BE FOLLOWED TO ENSURE WATER QUALITY CONTROL IS MAINTAINED FOR THE LIFE OF THE PROJECT:

1. STABILIZATION: ALL PLANTED SLOPES AND OTHER VEGETATED AREAS SHALL BE INSPECTED PRIOR TO OCTOBER 1 OF EACH YEAR AND AFTER MAJOR RAINFALL EVENTS (MORE THAN 1/4 INCH) AND REPAIRED AND REPLANTED AS NEEDED UNTIL A NOTICE OF TERMINATION (NOT) IS FILED.

2. STRUCTURAL PRACTICES: DESILTING BASINS, DIVERSION DITCHES, DOWNDRAINS, INLETS, OUTLET PROTECTION MEASURES, AND OTHER PERMANENT WATER QUALITY AND SEDIMENT AND EROSION CONTROLS SHALL BE INSPECTED PRIOR TO OCTOBER 1ST OF EACH YEAR AND AFTER MAJOR RAINFALL EVENTS (MORE THAN 1/4 INCH). REPAIRS AND REPLACEMENTS SHALL BE MADE AS NEEDED AND RECORDED IN THE MAINTENANCE LOG IN PERPETUITY.

PROJECT AREA SUMMARY

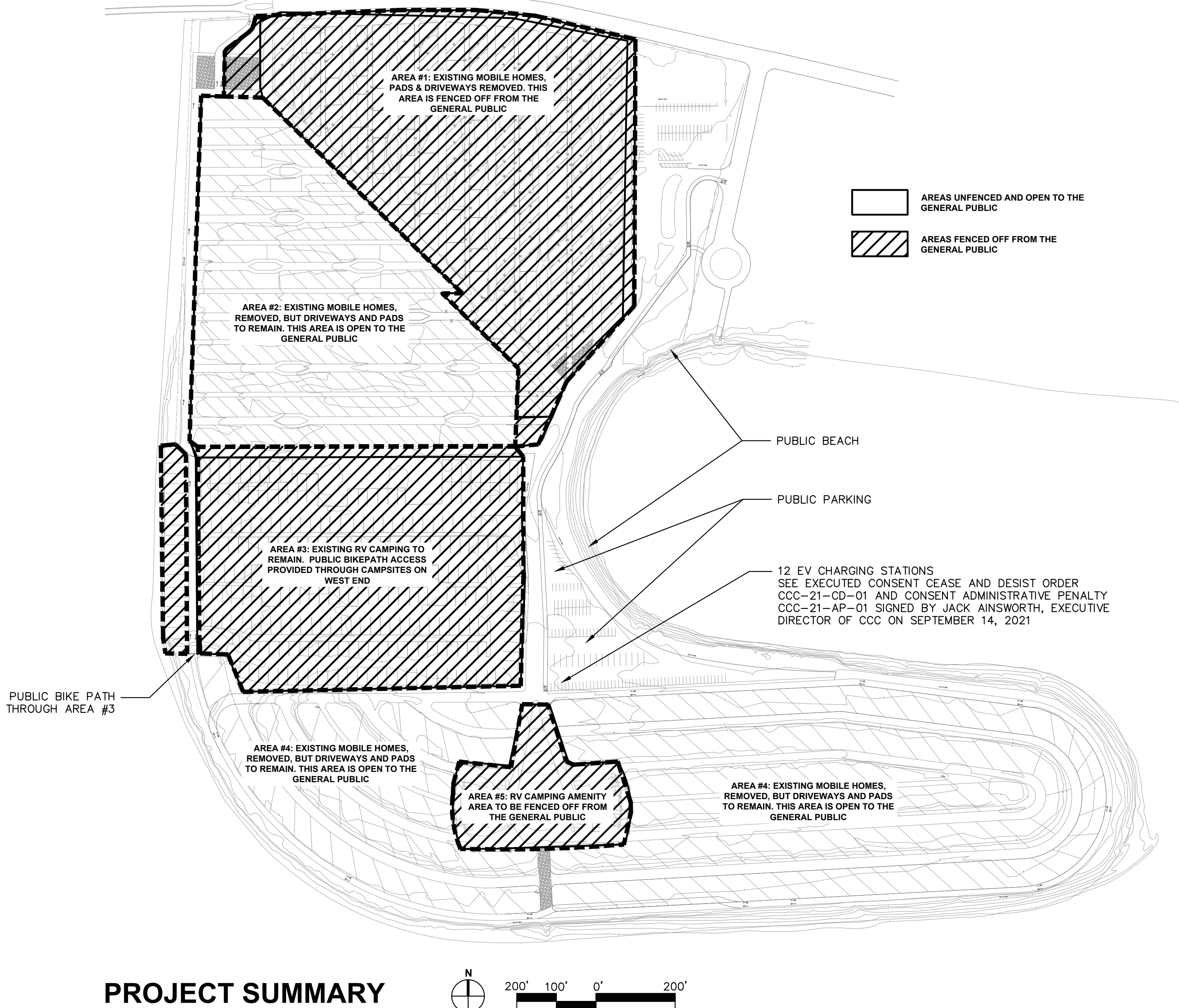
RV & AMENITY AREAS: 27.80 ACRES (34.13%)
VACANT AREAS FENCED OFF FROM THE PUBLIC: 0.96 ACRES (15.37%)
VACANT AREAS OPEN TO THE PUBLIC: 52.69 ACRES (60.46%)
TOTAL PROJECT AREA: 81.45 ACRES

AREA BY SURFACE TYPE FOR NEW IMPROVEMENT AREAS:
PERVIOUS LANDSCAPE AREA: 1,463,817 S.F. (33.60 AC)
SEMI-PERVIOUS DECOMPOSED GRANITE: 324,774 S.F. (7.46 AC)
IMPERVIOUS ASPHALT: 588,768 S.F. (13.52 AC)
GRAVEL STORMWATER BASIN: 19,524 S.F. (0.45 AC)

PROJECT DESCRIPTION

- Conversion of 150 mobile home sites to RV sites. Includes removal of abandoned buildings, walls, concrete foundation, driveways and fencing in Area #1 (shown on the plan on the right). RV sites to be covered with pervious decomposed granite.
- Removal of all remaining abandoned buildings, decks and walls (Areas 2 & 4).
- Lead and asbestos remediation
- Safe off of all utilities no longer in use.
- Maintenance and repair of existing restroom/laundry buildings.
- Removal of existing buildings, dock and fencing at public beach access area.
- Tree removal & pruning and clearing of understory planting (all areas). Remove all landscape areas.
- Add public bike path through Area #3.
- Add EV Charging stations to public parking lot adjacent to beach.
- Repair asphalt roadways as needed.
- Upgrade lighting in Area #1 to LED fixtures.
- Installation of public access signage.
- Stormwater pollution control at all phases.

PROJECT SUMMARY



LANDSCAPE ARCHITECT

SPURLOCK
LANDSCAPE ARCHITECTS

2122 Hancock Street
San Diego, California 92110
619.681.0090
spurlock-land.com

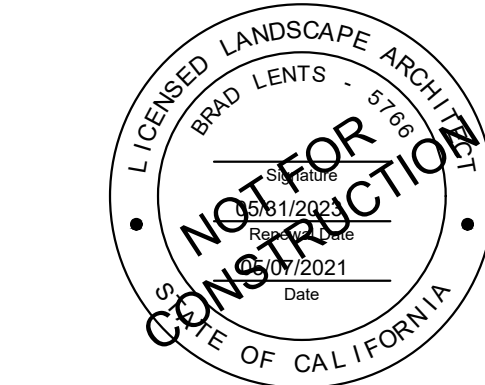
DATE ISSUED:

01/03/2020	CDP SUBMITTAL
05/07/2021	CDP RESUBMITTAL
08/06/2021	CDP RESUBMITTAL
12/13/2021	CDP RESUBMITTAL
03/27/2022	CDP RESUBMITTAL

MISSION BAY RV RESORT COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92109

PROJECT NUMBER **TVM-141**



KEY MAP (NOT TO SCALE)

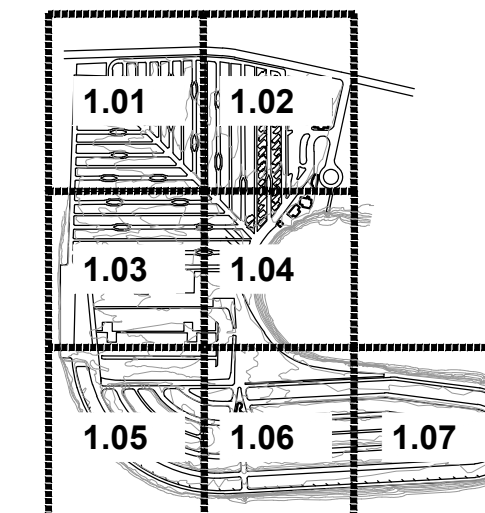


EXHIBIT NO. 6
APPLICATION NO.
6-21-0353
Project Plans





HARDSCAPE KEY

SYMBOL	HARDSCAPE PAVING	
	PERVIOUS DECOMPOSED GRANITE	126,036 SF
	ASPHALT, REPAIR AS NEEDED	101,998 SF
	CLEANED AND RETAINED - TRIM AND PRUNE	202,468 SF
	UNDERSTORY PLANTING, ADD 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUNDCOVER. ASPHALT ROADWAYS TO REMAIN.	
	2' DEEP GRAVEL STORMWATER BASIN	10,945 SF

- SITE FURNISHINGS**
 - PEDESTRIAN GATE, 6' TALL
 - FENCE TYPE 1, 6' TALL
 - FENCE TYPE 2, 48" TALL
- OTHERS**
 - OPEN PERVIOUS AREAS
 - DELINEATED OR MARKED BIKE PATH
 - RENOVATE EXISTING RESTROOM / LAUNDRY ROOM: EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.
 - SPEED BUMP
 - EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS; IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFFED OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.
 - EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING
 - EXISTING FIRE HYDRANT TO REMAIN
 - EXISTING FENCE TO REMAIN
 - LIMIT OF WORK / CONSTRUCTION PHASE BOUNDARIES

1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL M54 STORMWATER PERMIT.

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITEE SHALL SUBMIT FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED THREE YEARS FROM THE DATE OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED FIVE YEARS FOR THE DATE OF ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST THAT CERTIFIES WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPE PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION. THE MONITORING REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 "SPECIAL OCCUPANCY PARKS," PROVIDE AN AVERAGE OF TWO-TENTHS (2/10) HORIZONTAL FOOT-CANDELES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT, THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- A. THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD, AND GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.

B. SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL DEVICE OR AUTOMATIC SWITCH SYSTEM OR EQUIVALENT FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH ALL OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.

C. THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS SHIELDED AND DIRECTED DOWNWARD.

D. NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

LANDSCAPE ARCHITECT

SPURLOCK
LANDSCAPE ARCHITECTS

2122 Hancock Street
San Diego, California 92110
619.681.0080
spurlock-land.com

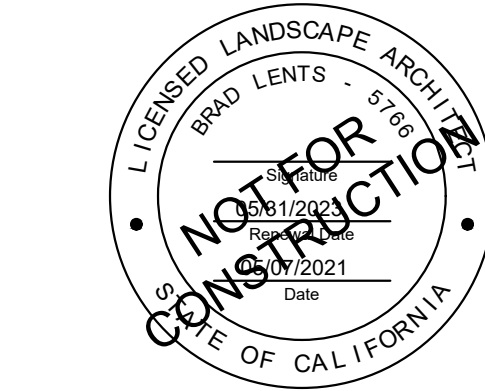
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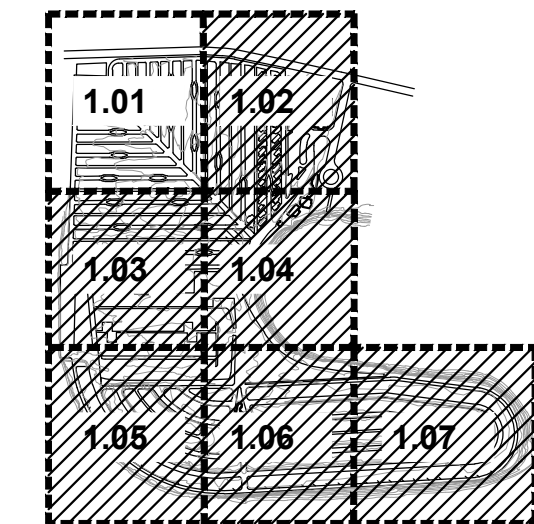
MISSION BAY RV RESORT
COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92103

PROJECT NUMBER TVM-141



KEY MAP (NOT TO SCALE)



SHEET NAME INTERIM
IMPROVEMENT PLAN

SHEET NUMBER

L1.01



HARDSCAPE KEY

SYMBOL	HARDSCAPE PAVING	
	PERVIOUS DECOMPOSED GRANITE	154,469 SF
	ASPHALT, REPAIR AS NEEDED	154,128 SF
	CLEANED AND RETAINED - TRIM AND PRUNE UNDERSTORY PLANTING, ADD 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUND COVER, ASPHALT ROADWAYS TO REMAIN.	1,977 SF
	2' DEEP GRAVEL STORMWATER BASIN	

SITE FURNISHINGS

- 1 PEDESTRIAN GATE, 6' TALL
- 2 FENCE TYPE 1, 6' TALL
- 3 FENCE TYPE 2, 48" TALL
- OTHERS
- 4 OPEN PERVIOUS AREAS
- 5 DELINEATED OR MARKED BIKE PATH
- 6 RENOVATE EXISTING RESTROOM / LAUNDRY ROOM: EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.
- 7 SPEED BUMP
- 8 EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS. IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFELY OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.
- 9 EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING
- 10 EXISTING FIRE HYDRANT TO REMAIN
- 11 EXISTING FENCE TO REMAIN
- LIMIT OF WORK/ CONSTRUCTION PHASE BOUNDARIES

1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL MS4 STORMWATER PERMIT.

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITTEE SHALL SUBMIT FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED THREE YEARS FROM THE DATE OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED FIVE YEARS FOR THE DATE OF ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST THAT CERTIFIES WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPE PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION. THE MONITORING REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITTEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 'SPECIAL OCCUPANCY PARKS,' PROVIDE AN AVERAGE OF TWO-TENTHS (2/10) HORIZONTAL FOOT-CANDELES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- A. THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD, AND GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60 WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.
- B. SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL DEVICE OR AUTOMATIC SWITCH SYSTEM OR EQUIVALENT FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH ALL OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.
- C. THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS SHIELDED AND DIRECTED DOWNWARD.
- D. NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

LANDSCAPE ARCHITECT

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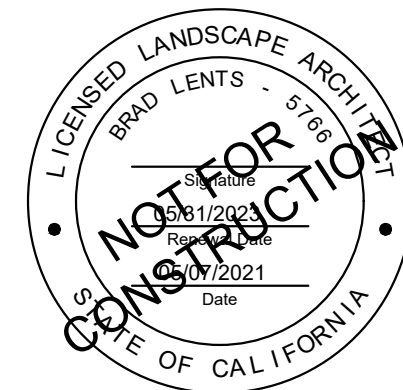
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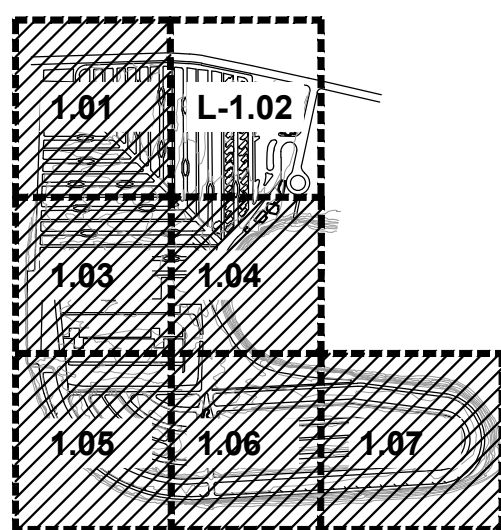
MISSION BAY RV RESORT
COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92103

PROJECT NUMBER TVM-141



KEY MAP (NOT TO SCALE)



SHEET NAME INTERIM
IMPROVEMENT PLAN

SHEET NUMBER

L1.02





SYMBOL	HARDSCAPE PAVING	
	PERVIOUS DECOMPOSED GRANITE	1,322 SF
	ASPHALT, REPAIR AS NEEDED	26,455 SF
	CLEANED AND RETAINED - TRIM AND PRUNE UNDERSTORY PLANTING, ADJ. 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUNDCOVER. ASPHALT ROADWAYS TO REMAIN.	261,554 SF
	2' DEEP GRAVEL STORMWATER BASIN	
	SITE FURNISHINGS	
	1 PEDESTRIAN GATE, 6' TALL	
	2 FENCE TYPE 1, 6' TALL	
	3 FENCE TYPE 2, 48" TALL	
	OTHERS	
	4 OPEN PERVIOUS AREAS	
	5 DELINEATED OR MARKED BIKE PATH	
	6 RENOVATE EXISTING RESTROOM / LAUNDRY ROOM; EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL, PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINK, FAUCETS); AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.	
	7 SPEED BUMP	
	8 EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS; IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFOED OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.	
	9 EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING	
	10 EXISTING FIRE HYDRANT TO REMAIN	
	11 EXISTING FENCE TO REMAIN	
	LIMIT OF WORK/ CONSTRUCTION PHASE BOUNDARIES	
	1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL MS4 STORMWATER PERMIT.	

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE MAINTAINED TO THE SAME STANDARD AS THE EXISTING MAINTAINED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPED AREAS. THE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED TO THE EXECUTIVE DIRECTOR WITHIN 90 DAYS OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED TO THE EXECUTIVE DIRECTOR WITHIN 90 DAYS OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR A LICENSED LANDSCAPE ARCHITECT/PLANTING SPECIALIST. WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION, THE PERMITTEE SHALL REPORT TO THE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 "SPECIAL OCCUPANCY PARKS," PROVIDE AN AVERAGE OF TWO-TENTHS ($\frac{2}{10}$) HORIZONTAL FOOT-CANDLES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- A. THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE DESIGNED TO BE SHOWN DOWNWARD AND TO GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.
- B. SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL SYSTEM TO DECREASE LIGHT OUTPUT TO MINIMIZE GLARE. FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.
- C. THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS REQUIRED TO BE SHOWN DOWNWARD.
- D. NO LIGHTING AROUND THE PERIMETER OF THE SITE. NO LIGHTING DIRECTED TO OR BEACH OR OTHER WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

LANDSCAPE ARCHITECT

SPURLOCK
LANDSCAPE ARCHITECTS

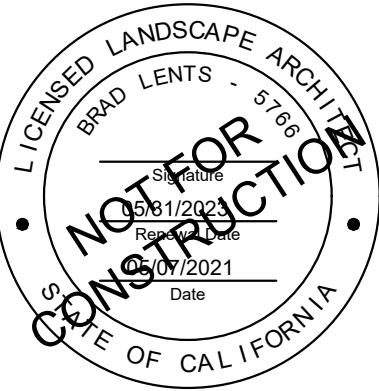
2122 Hancock Street
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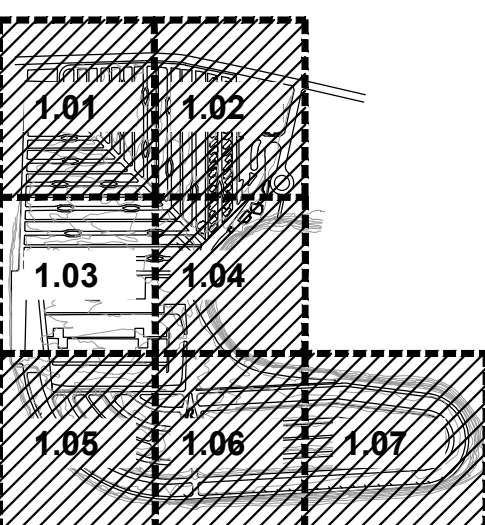
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03/27/2022	CDP RESUBMITTAL

MISSION BAY RV RESORT COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92109

PROJECT NUMBER **TVM-141**

KEY MAP (NOT TO SCALE)



SHEET NAME **INTERIM
IMPROVEMENT PLAN**

SHEET NUMBER

L1.03



HARDSCAPE KEY

SYMBOL	HARDSCAPE PAVING	
	PERVIOUS DECOMPOSED GRANITE	42,947 SF
	ASPHALT, REPAIR AS NEEDED	85,011 SF
	CLEANED AND RETAINED – TRIM AND PRUNE UNDERSTORY PLANTING. ADD 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUND COVER. ASPHALT ROADWAYS TO REMAIN.	57,870 SF
	2' DEEP GRAVEL STORMWATER BASIN	3,663 SF
SITE FURNISHINGS		
	1 PEDESTRIAN GATE, 6' TALL	
	2 FENCE TYPE 1, 6' TALL	
	3 FENCE TYPE 2, 48" TALL	
OTHERS		
	4 OPEN PERVIOUS AREAS	
	5 DELINEATED OR MARKED BIKE PATH	
	6 RENOVATE EXISTING RESTROOM / LAUNDRY ROOM; EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL, PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.	
	7 SPEED BUMP	
	8 EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS IN NON-REDEVELOPED AREA. ALL UTILITIES WILL BE SAFFED OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.	
	9 EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING	
	10 EXISTING FIRE HYDRANT TO REMAIN	
	11 EXISTING FENCE TO REMAIN	
	LIMIT OF WORK / CONSTRUCTION PHASE BOUNDARIES	

1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL MS4 STORMWATER PERMIT.

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITTEE SHALL SUBMIT FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED THREE YEARS FROM THE DATE OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED FIVE YEARS FOR THE DATE OF ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST THAT CERTIFIES WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPE PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION. THE MONITORING REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITTEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 'SPECIAL OCCUPANCY PARKS,' PROVIDE AN AVERAGE OF TWO-TENTHS (%) HORIZONTAL FOOT-CANDLES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- A. THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD, AND GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60 WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.
- B. SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL DEVICE OR AUTOMATIC SWITCH SYSTEM OR EQUIVALENT FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH ALL OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.
- C. THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS SHIELDED AND DIRECTED DOWNWARD.
- D. NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

LANDSCAPE ARCHITECT

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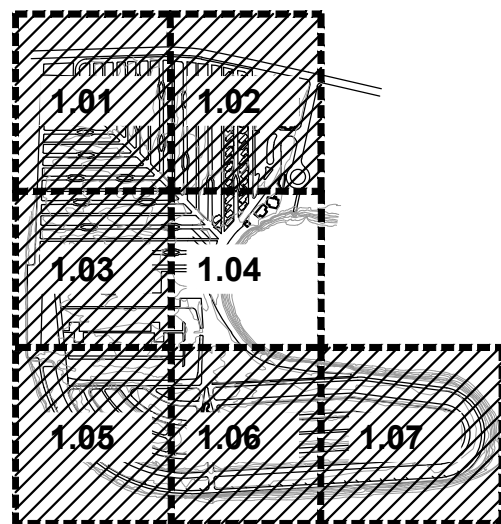
MISSION BAY RV RESORT
COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92103

PROJECT NUMBER TVM-141



KEY MAP (NOT TO SCALE)



SHEET NAME INTERIM
IMPROVEMENT PLAN

SHEET NUMBER

L1.04

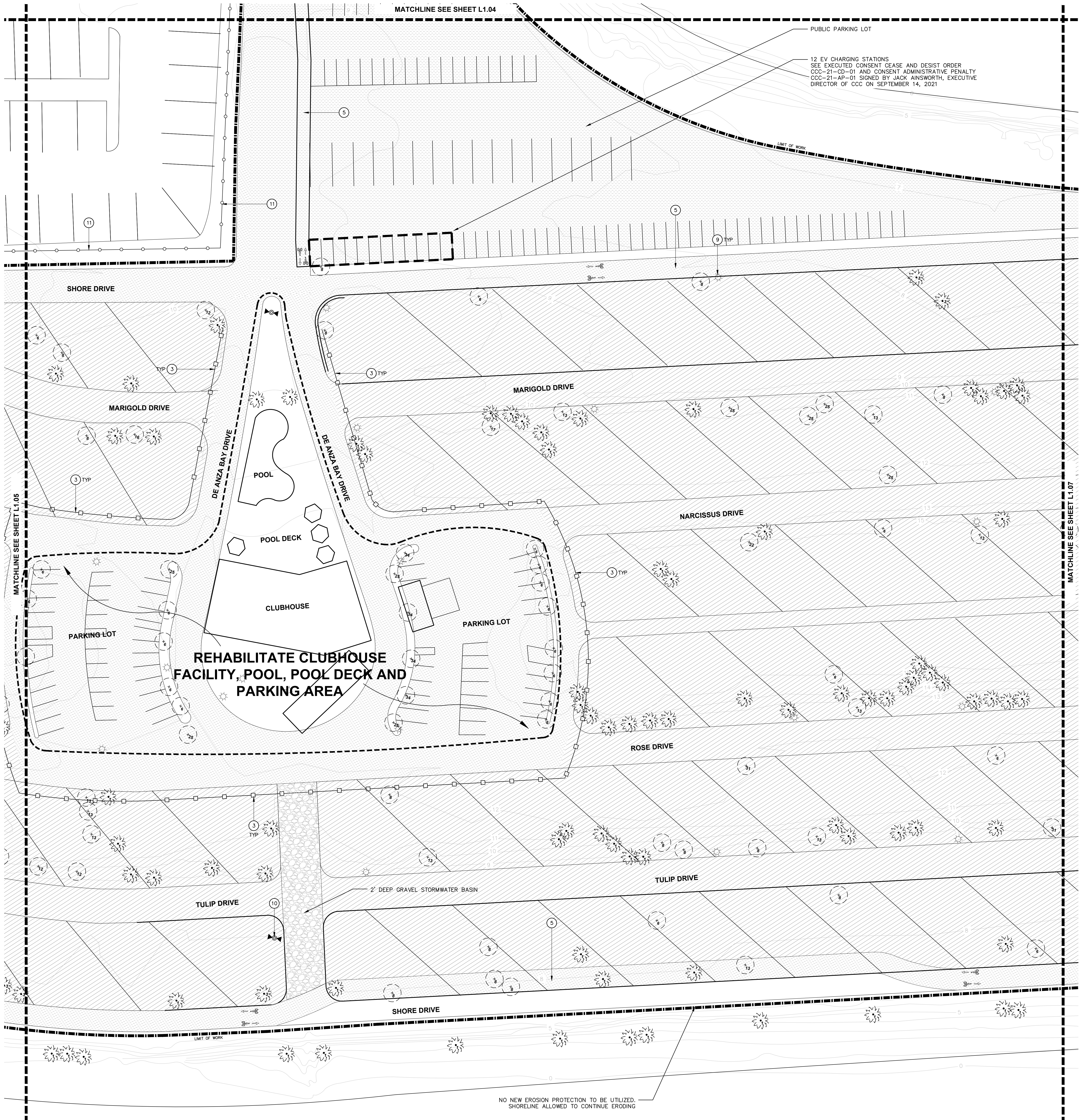


SYMBOL		HARDSCAPE PAVING
		PERVIOUS DECOMPOSED GRANITE
		ASPHALT, REPAIR AS NEEDED
		CLEANED AND RETAINED - TRIM AND PRUNE
		UNDERSTORY PLANTING, ADD 3\"/>
		CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUNDCOVER. ASPHALT ROADWAYS TO REMAIN.
		2\"/>
SITE FURNISHINGS		
	1	PEDESTRIAN GATE, 6' TALL
	2	FENCE TYPE 1, 6' TALL
	3	FENCE TYPE 2, 48\"/>
OTHERS		
	4	OPEN PERVIOUS AREAS
	5	DELINEATED OR MARKED BIKE PATH
	6	RENOVATE EXISTING RESTROOM / LAUNDRY ROOM: EXISTING UTILITY TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL, PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.
	7	SPEED BUMP
	8	EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS: REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS; IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFO OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.
	9	EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING
	10	EXISTING FIRE HYDRANT TO REMAIN
	11	EXISTING FENCE TO REMAIN
		LIMIT OF WORK / CONSTRUCTION PHASE BOUNDARIES

D. NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

2727 DE ANZA RD, SAN DIEGO, CA 92109

L1.05



HARDSCAPE KEY

SYMBOL	HARDSCAPE PAVING
	PERVIOUS DECOMPOSED GRANITE
	ASPHALT, REPAIR AS NEEDED 154,635 SF
	CLEANED AND RETAINED - TRIM AND PRUNE 312,438 SF
	UNDERSTORY PLANTING, ADD 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUND COVER, ASPHALT ROADWAYS TO REMAIN, 4,916 SF

SITE FURNISHINGS

- PEDESTRIAN GATE, 6' TALL
- FENCE TYPE 1, 6' TALL
- FENCE TYPE 2, 48" TALL
- OTHERS
- OPEN PERVIOUS AREAS
- DELINEATED OR MARKED BIKE PATH
- RENOVATE EXISTING RESTROOM / LAUNDRY ROOM; EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LERANDI, COASTAL PLANNER.
- SPEED BUMP
- EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS; IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFFED OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.
- EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING
- EXISTING FIRE HYDRANT TO REMAIN
- EXISTING FENCE TO REMAIN
- LIMIT OF WORK/ CONSTRUCTION PHASE BOUNDARIES

1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL MS4 STORMWATER PERMIT.

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITTEE SHALL SUBMIT FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED THREE YEARS FROM THE DATE OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED FIVE YEARS FOR THE DATE OF ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST THAT CERTIFIES WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPE PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION. THE MONITORING REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITTEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 'SPECIAL OCCUPANCY PARKS,' PROVIDE AN AVERAGE OF TWO-TENTHS (2/10) HORIZONTAL FOOT-CANDLES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD, AND GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.
- SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL DEVICE OR AUTOMATIC SWITCH SYSTEM OR EQUIVALENT FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH ALL OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.
- THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS SHIELDED AND DIRECTED DOWNWARD.
- NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

LANDSCAPE ARCHITECT

SPURLOCK
LANDSCAPE ARCHITECTS

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San Diego, California 92110
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spurlock-land.com

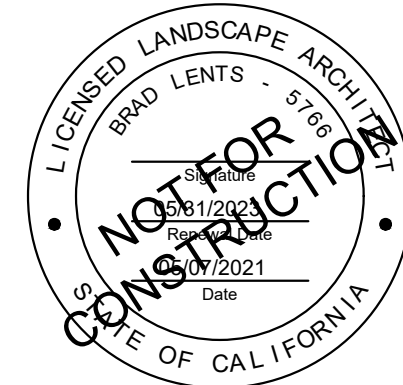
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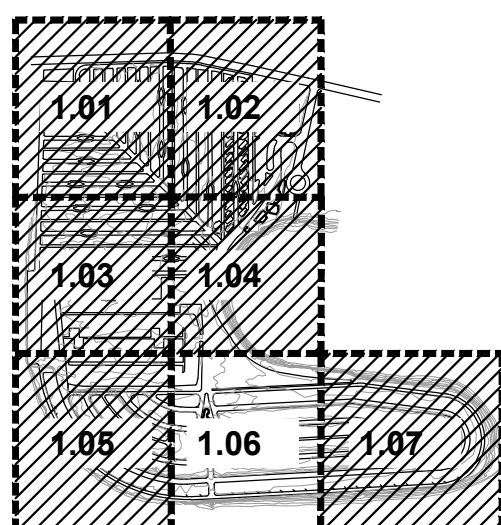
MISSION BAY RV RESORT COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92103

PROJECT NUMBER **TVM-141**



KEY MAP (NOT TO SCALE)



SHEET NAME **INTERIM
IMPROVEMENT PLAN**

SHEET NUMBER

L1.06

PAD ESTABLISHMENT NOTES:

1. NO CUT AND FILL SLOPES ARE PROVIDED WITHIN THE PROJECT BOUNDARY. ALL GRADING IS MINOR IN NATURE TO REESTABLISH EXISTING PADS. ALL REGRADED AREAS WILL BE COVERED WITH ORGANIC BARK MULCH PER PLANS.

PLANTING & MAINTENANCE NOTES:

1. ALL LANDSCAPED AREAS ON THE PROJECT SITE SHALL BE MAINTAINED IN A LITTER-FREE, WEED-FREE, AND HEALTHY GROWING CONDITION THROUGHOUT THE LIFE OF THE PROJECT AND, WHENEVER NECESSARY, SHALL BE REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPE REQUIREMENTS. THE PERMITTEE SHALL SUBMIT FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR TWO LANDSCAPING MONITORING REPORTS FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE FIRST MONITORING REPORT SHALL BE SUBMITTED THREE YEARS FROM THE DATE OF THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION, AND THE SECOND MONITORING REPORT SHALL BE SUBMITTED FIVE YEARS FOR THE DATE OF ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT FOR THE DEMOLITION AND RV PARK EXPANSION. THE LANDSCAPING MONITORING REPORTS SHALL BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST THAT CERTIFIES WHETHER THE ON-SITE LANDSCAPING IS IN CONFORMANCE WITH THE LANDSCAPE PLAN APPROVED PURSUANT TO THIS SPECIAL CONDITION. THE MONITORING REPORT SHALL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF PLANT SPECIES AND PLANT COVERAGE.

2. IF THE LANDSCAPE MONITORING REPORTS INDICATE THE LANDSCAPING IS NOT IN CONFORMANCE WITH OR HAS FAILED TO MEET THE PERFORMANCE STANDARDS SPECIFIED IN THE LANDSCAPING PLAN APPROVED PURSUANT TO THIS PERMIT, THE PERMITTEE SHALL SUBMIT A REVISED OR SUPPLEMENTAL LANDSCAPE PLAN FOR THE REVIEW AND WRITTEN APPROVAL OF THE EXECUTIVE DIRECTOR. THE REVISED OR SUPPLEMENTAL LANDSCAPING PLAN MUST BE PREPARED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED RESOURCE SPECIALIST AND SHALL SPECIFY MEASURES TO REMEDIATE THOSE PORTIONS OF THE APPROVED LANDSCAPING PLAN THAT HAVE FAILED OR ARE NOT IN CONFORMANCE WITH THE ORIGINAL APPROVED PLAN.

3. THE USE OF RODENTICIDES CONTAINING ANY ANTICOAGULANT COMPOUNDS IS PROHIBITED.

4. ANY INVASIVE PLANT SPECIES AS IDENTIFIED BY THE CALIFORNIA NATIVE PLANT SOCIETY OR ON THE CAL-IPC INVENTORY SHALL BE REMOVED IMMEDIATELY.

LIGHTING NOTES:

1. IN ACCORDANCE WITH TITLE 25 OF THE CALIFORNIA CODE OF REGULATIONS, CHAPTER 2.2 'SPECIAL OCCUPANCY PARKS,' PROVIDE AN AVERAGE OF TWO-TENTHS (2%) HORIZONTAL FOOT-CANDLES OF LIGHT THE FULL LENGTH OF ALL ROADWAYS AND WALKWAYS WITHIN A PARK DURING THE HOURS OF DARKNESS.

2. FINAL LIGHTING PLAN FOR ALL NIGHT LIGHTING IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE FINAL LIGHTING PLAN SHALL AT A MINIMUM INCLUDE THE FOLLOWING:

- A. THE MINIMUM NECESSARY TO LIGHT WALKWAYS USED FOR ENTRY AND EXIT TO STRUCTURES, INCLUDING PARK AREAS ON THE SITE. THIS LIGHTING SHALL BE SHIELDED AND DIRECTED DOWNWARD, AND GENERATE THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60 WATT INCANDESCENT BULB, UNLESS A GREATER NUMBER OF LUMENS IS AUTHORIZED IN WRITING BY THE EXECUTIVE DIRECTOR.
- B. SECURITY LIGHTING ATTACHED TO THE STRUCTURES SHALL USE A CONTROL DEVICE OR AUTOMATIC SWITCH SYSTEM OR EQUIVALENT FUNCTIONS TO MINIMIZE LIGHTING AND IS LIMITED TO SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THE CONTROL SYSTEM SHALL INCLUDE CONTROLS THAT AUTOMATICALLY EXTINGUISH ALL OUTDOOR LIGHTING WHEN SUFFICIENT DAYLIGHT IS AVAILABLE.
- C. THE MINIMUM NECESSARY TO LIGHT ENTRY WAYS, DRIVEWAYS, AND PEDESTRIAN PATHS WITH THE SAME OR FEWER LUMENS EQUIVALENT TO THOSE GENERATED BY A 60-WATT INCANDESCENT BULB. THIS LIGHTING IS SHIELDED AND DIRECTED DOWNWARD.
- D. NO LIGHTING AROUND THE PERIMETER OF THE SITE, NO LIGHTING DIRECTED ONTO BEACH OR OPEN WATER AREAS, AND NO LIGHTING FOR AESTHETIC PURPOSES IS ALLOWED.

HARDSCAPE KEY

SYMBOL	HARDSCAPE PAVING	PROJECT TOTAL SF
	PERVIOUS DECOMPOSED GRANITE	324,774 SF
	ASPHALT, REPAIR AS NEEDED	34,586 SF
	CLEANED AND RETAINED - TRIM AND PRUNE UNDERSTORY PLANTING. ADD 3" BARK MULCH/WOOD CHIPS AS NEEDED TO COVER BARE DIRT AREAS AS GROUNDCOVER. ASPHALT ROADWAYS TO REMAIN.	392,712 SF
	2' DEEP GRAVEL STORMWATER BASIN	19,524 SF

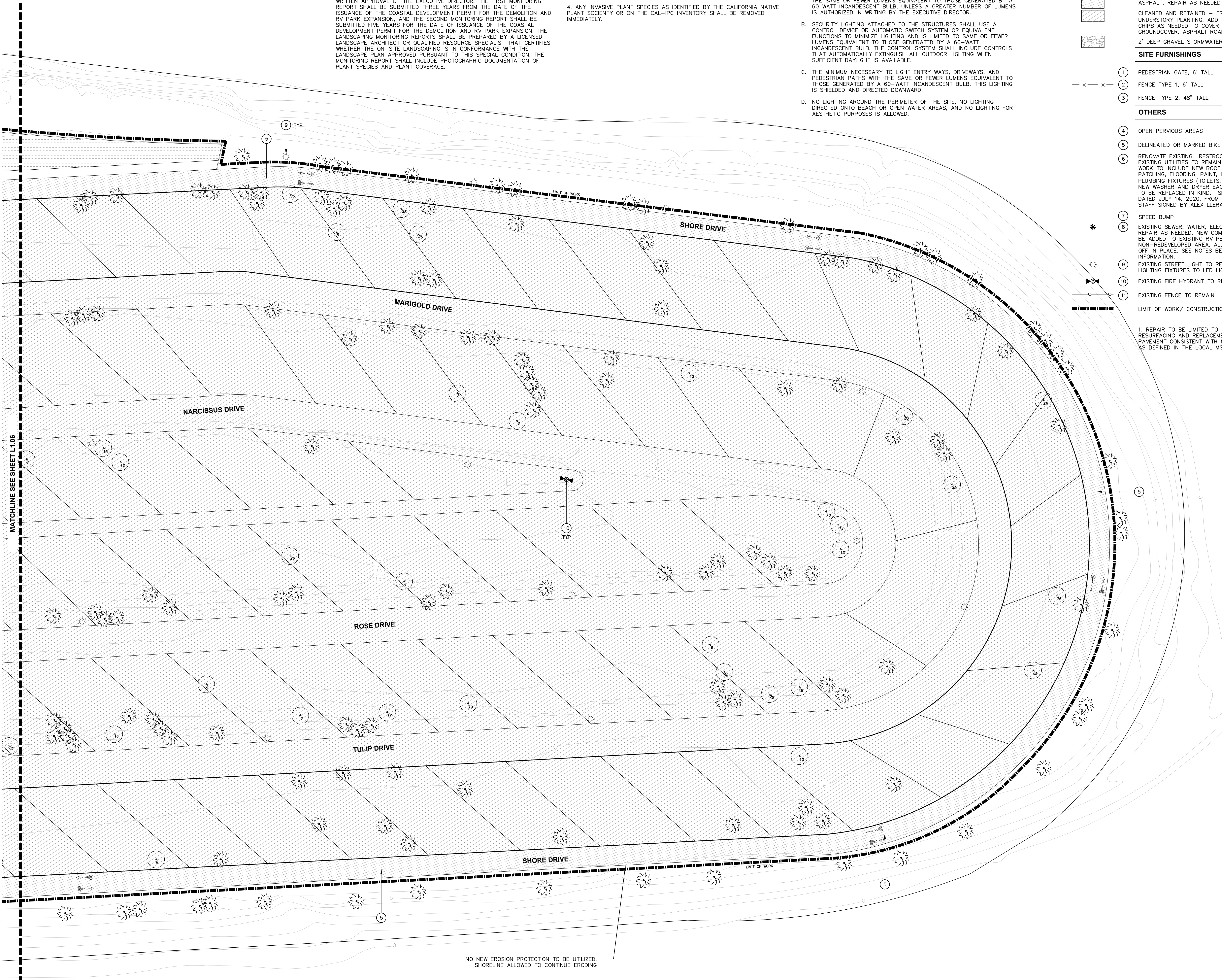
SITE FURNISHINGS

- 1 PEDESTRIAN GATE, 6' TALL
- 2 FENCE TYPE 1, 6' TALL
- 3 FENCE TYPE 2, 48" TALL

OTHERS

- 4 OPEN PERVIOUS AREAS
- 5 DELINEATED OR MARKED BIKE PATH
- 6 RENOVATE EXISTING RESTROOM / LAUNDRY ROOM: EXISTING UTILITIES TO REMAIN IN PLACE. MAINTENANCE WORK TO INCLUDE NEW ROOF, DOORS, DRYWALL PATCHING, FLOORING, PAINT, LIGHTING FIXTURES, PLUMBING FIXTURES (TOILETS, SINKS, FAUCETS), AND NEW WASHER AND DRYER EACH. NOTE ALL FIXTURES TO BE REPLACED IN KIND. SEE EXEMPTION LETTER DATED JULY 14, 2020, FROM COASTAL COMMISSION STAFF SIGNED BY ALEX LLERANDI, COASTAL PLANNER.
- 7 SPEED BUMP
- 8 EXISTING SEWER, WATER, ELECTRICAL CONNECTIONS; REPAIR AS NEEDED. NEW COMPLIANT LED LIGHTING TO BE ADDED TO EXISTING RV PEDESTALS; IN NON-REDEVELOPED AREA, ALL UTILITIES WILL BE SAFE! OFF IN PLACE. SEE NOTES BELOW FOR ADDITIONAL INFORMATION.
- 9 EXISTING STREET LIGHT TO REMAIN; UPGRADE ALL LIGHTING FIXTURES TO LED LIGHTING
- 10 EXISTING FIRE HYDRANT TO REMAIN
- 11 EXISTING FENCE TO REMAIN
- LIMIT OF WORK / CONSTRUCTION PHASE BOUNDARIES

1. REPAIR TO BE LIMITED TO ASPHALT GRINDING AND RESURFACING AND REPLACEMENT OF DAMAGED PAVEMENT CONSISTENT WITH MAINTENANCE ACTIVITIES AS DEFINED IN THE LOCAL MS4 STORMWATER PERMIT.



SPUR LOCK
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spurlock-land.com

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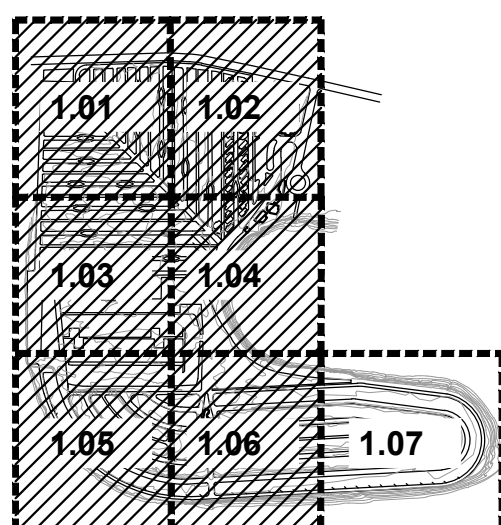
MISSION BAY RV RESORT
COASTAL DEVELOPMENT PLAN

2727 DE ANZA RD, SAN DIEGO, CA 92103

PROJECT NUMBER TVM-141



KEY MAP (NOT TO SCALE)



SHEET NAME INTERIM
IMPROVEMENT PLAN

SHEET NUMBER

L1.07

EROSION CONTROL LEGEND



BMPS TO BE IMPLEMENTED:

- SE-5 FIBER ROLLS
- SE-7 STREET SWEEPING AND VACUUMING

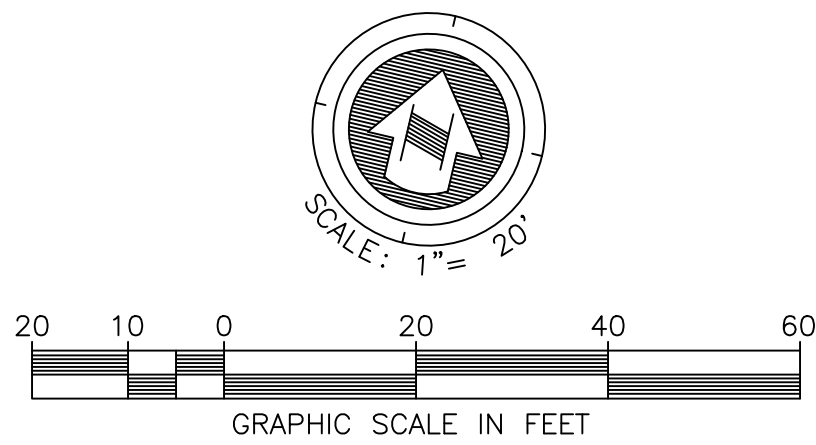
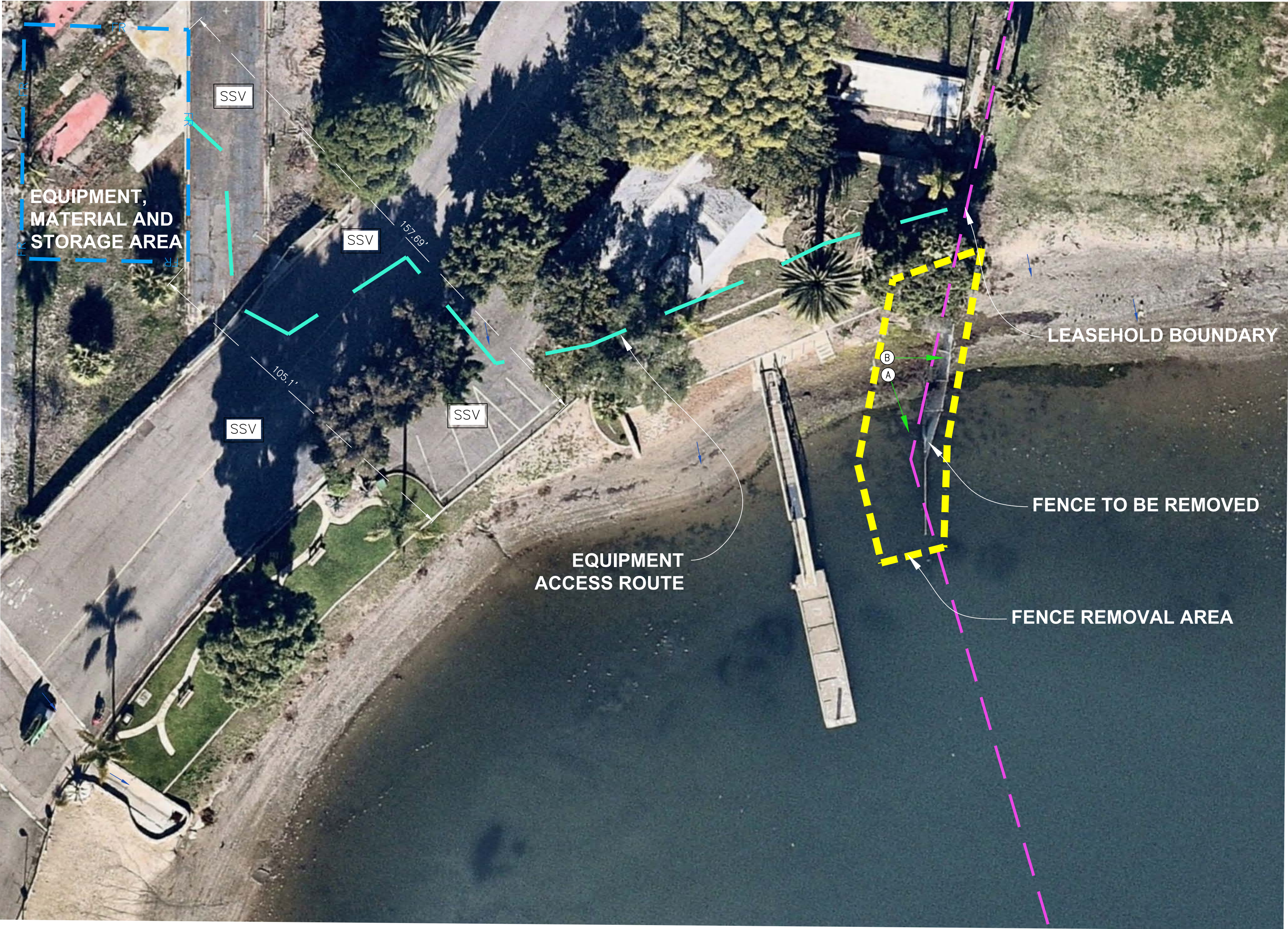
NOTE: BMP NUMBERS REFERENCE CA BMP HANDBOOK

EROSION CONTROL NOTES:

- 1. APPLY FIBER ROLLS PER CA BMP HANDBOOK SE-5 AROUND PERIMETER OF STAGING AREA IF PRECIPITATION IS ANTICIPATED (50% OR HIGHER PROBABILITY PER NOAA) AND STAGING AREA IS BEING USED TO ACTIVELY STORE STOCKPILES OR PROJECT MATERIALS.

NOTES:

- 1. IF TRACKING IS OBSERVED FROM THE REMOVAL ACTIVITY, STREET SWEEPING AND/OR VACUUMING (PER SE-7) WILL BE IMPLEMENTED TO ENSURE NO SEDIMENT OR SAND IS DISCHARGED FROM THE SITE BY TRACKING.
- 2. CONTRACTOR SHALL NOTE ON THIS PLAN THE LOCATIONS, IF ANY, WHERE MATERIALS ARE DIRECTLY EXPOSED TO STORM WATER.
- 3. ALL EROSION CONTROL AND SEDIMENT CONTROL BMPs SHALL BE IMPLEMENTED AT THE TIME OF A STORM EVENT.
- 4. PROPOSED WORK TO BE COMPLETED DURING LOW TIDE.
- 5. MECHANIZED EQUIPMENT WILL NOT BE STORED ON THE SANDY BEACH.
- 6. FENCE REMOVAL ACTIVITIES WILL NOT BE CONDUCTED DURING RAIN EVENTS.
- 7. FENCE REMOVAL INCLUDES REMOVAL OF FENCING, POSTS AND CONCRETE FOOTINGS. VOIDS PRODUCED BY THE REMOVAL OF FOOTINGS WILL BE BACKFILLED WITH NATIVE SAND WITH AS LITTLE TOTAL AREA DISTURBANCE AS POSSIBLE.
- 8. EQUIPMENT USED FOR FENCE REMOVAL ACTIVITIES WILL BE STORED, IF APPLICABLE, WITHIN THE MATERIALS STORAGE AND STOCKPILE LOCATION AS NOTED ON THIS PLAN.
- 9. ACCESS TO THE FENCE REMOVAL AREA WILL BE RESTRICTED TO THE ACCESS ROUTE AS NOTED ON THIS PLAN.
- 10. ALL FIBER ROLLS SHALL BE NATURAL-FIBER FILL AND LOOSE-WEAVE NATURAL-FIBER NETTING OR NO NETTING SHALL BE USED. PLASTIC NETTING SHALL NOT BE USED.
- 11. ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRODUCTS SHALL BE PROMPTLY REMOVED WHEN NO LONGER REQUIRED.
- 12. MECHANIZED EQUIPMENT AND VEHICLES SHALL BE INSPECTED DAILY TO ENSURE THERE ARE NO LEAKING FLUIDS, AND SHALL BE SERVICED IMMEDIATELY IF A LEAK IS FOUND.
- 13. SECONDARY CONTAINMENT (E.G. DRIP PANS) SHALL BE PLACED BENEATH MECHANIZED EQUIPMENT AND VEHICLES WHEN NOT IN USE.
- 14. MAINTENANCE, WASHING AND FUELING OF MECHANIZED EQUIPMENT AND VEHICLES SHALL TAKE PLACE OFF SITE, IF FEASIBLE. ANY MAINTENANCE, WASHING, OR FUELING OF MECHANIZED EQUIPMENT, AND VEHICLES REQUIRED ON SITE SHALL TAKE PLACE AT A DESIGNATED AREA THAT IS LOCATED AT LEAST 100 FEET FROM COASTAL WATERS, WETLANDS, DRAINAGE COURSES, AND STORM DRAIN INLETS, IF FEASIBLE. THE DESIGNATED MAINTENANCE, WASHING, AND FUELING AREA SHALL BE DESIGNED TO FULL CONTAIN ANY SPILLS OF FUEL, OIL, AND OTHER POLLUTANTS.



APPENDIX A
FENCE REMOVAL
TEMPORARY EROSION CONTROL PLAN
DE ANZA COVE RV PARK
SAN DIEGO, CA
JANUARY 18, 2022

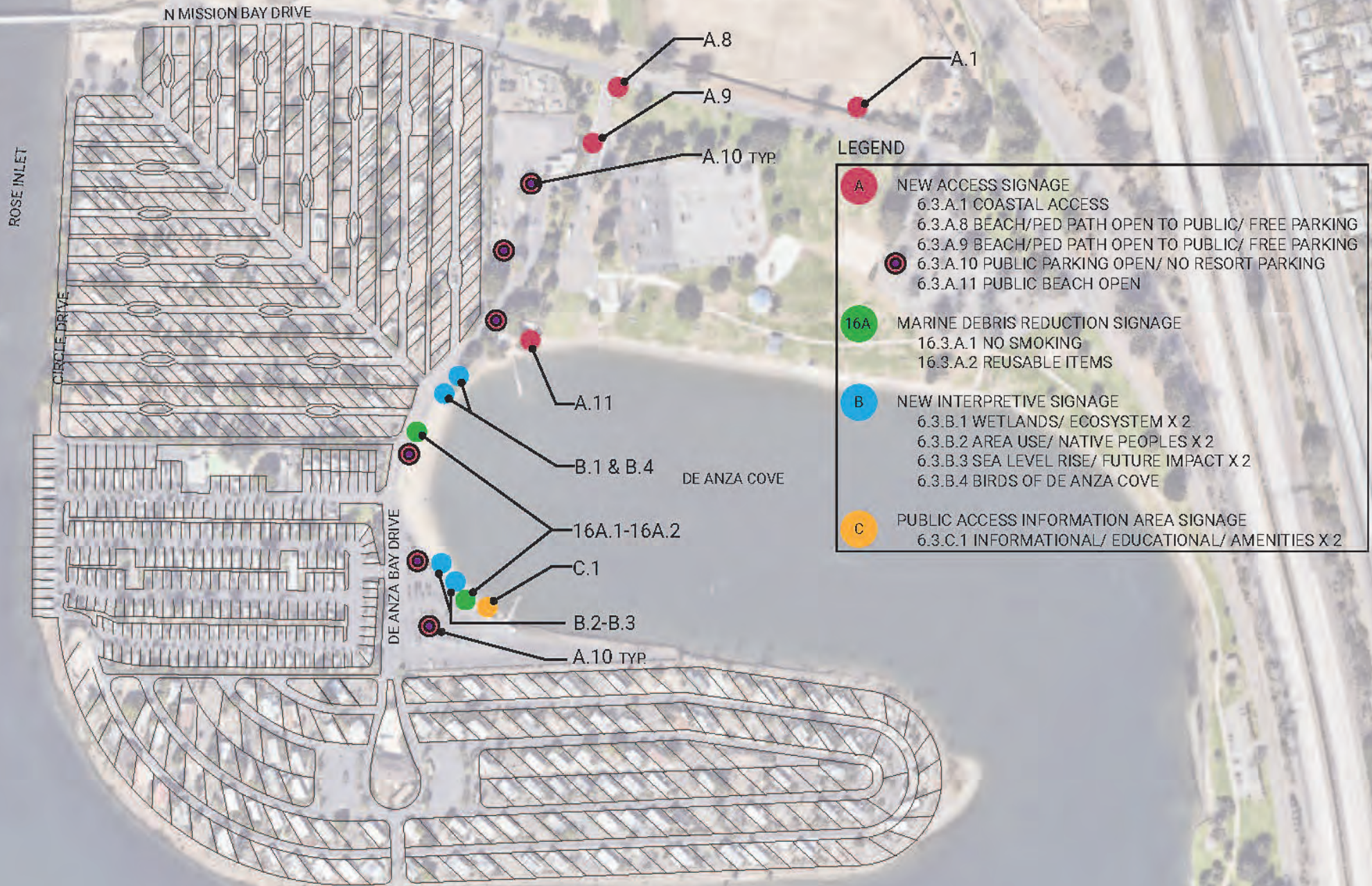
EXHIBIT NO. 7

APPLICATION NO.
6-21-0353

Figures from Consent Agreement Plan

California Coastal Commission

MISSION BAY RV RESORT PUBLIC ACCESS SIGNAGE





EROSION CONTROL LEGEND

FLOW ARROWS	→
STREET SWEEPING AND VACUUMING PER SE-7	SSV
FIBER ROLL PER SE-5	— — — — —
GRAVEL BAG BERM PER SE-6	— — — — —
8' HIGH CONSTRUCTION FENCE (CHAIN LINK)	— — — — —
MATERIAL DELIVERY AND STORAGE PER WM-1	
SPILL PREVENTION AND CONTROL PER WM-4	▲
SOLID WASTE MANAGEMENT PER WM-5	▲
CONCRETE WASTE MANAGEMENT PER WM-8	CON
SANITARY/SEPTIC WASTE MANAGEMENT PER WM-9	SE
CONSTRUCTION ENTRANCE	*
GRAVEL STORMWATER BASIN	■

BMPs TO BE IMPLEMENTED:

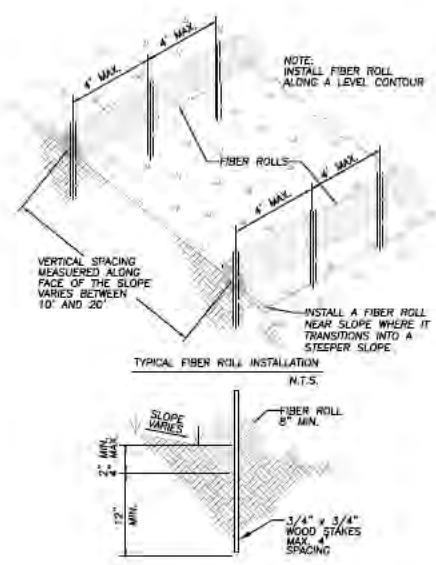
- SE-5 FIBER ROLLS
 - SE-6 GRAVEL BAG BERM
 - SE-7 STREET SWEEPING AND VACUUMING
 - WM-1 MATERIAL DELIVERY AND STORAGE
 - WM-4 SPILL PREVENTION AND CONTROL
 - WM-5 SOLID WASTE MANAGEMENT
 - WM-8 CONCRETE WASTE MANAGEMENT
 - WM-9 SANITARY/SEPTIC WASTE MANAGEMENT
- NOTE: SEE ALTIMETER REFERENCE TO SEE HATCHWORK

EROSION CONTROL NOTES:

1. APPLY FIBER ROLLS PER CA BMP HANDBOOK SE-5
2. GRAVEL BAG CHEVRONS EVERY 100 FEET IN FLOWPATH PER CA BMP HANDBOOK SE-6
3. 8' HIGH CONSTRUCTION FENCE WITH SCREEDING (INCLUDES LOSING AND TEMPORARY FENCING)

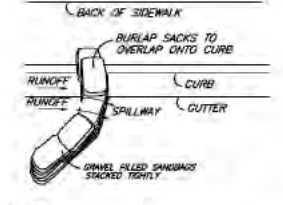
NOTES:

1. LOCATION OF BUILDING AND ACTIVITY AREAS (E.G. STAGING AREA, FUELING ISLANDS, WASTE CONTAINER AREA, WASH RACKS, ETC.) IS TO BE DETERMINED BY THE CONTRACTOR PRIOR TO START OF CONSTRUCTION AND ADDED TO THIS PLAN.
2. CONTRACTOR SHALL NOTE ON THIS PLAN THE LOCATIONS, IF ANY, WHERE MATERIALS ARE DIRECTLY EXPOSED TO STORM WATER.
3. ALL EROSION CONTROL AND SEDIMENT CONTROL BMPs SHALL BE IMPLEMENTED AT THE TIME OF A STORM EVENT.
4. PROPOSED WORK TO BE COMPLETED IN PHASES DELINEATED BY AREAS (IE AREA 1, 2 & 4). BMPs WILL BE ON SITE AND DEPLOYED ONLY WITHIN ACTIVE PHASE(S).



FIBER ROLLS

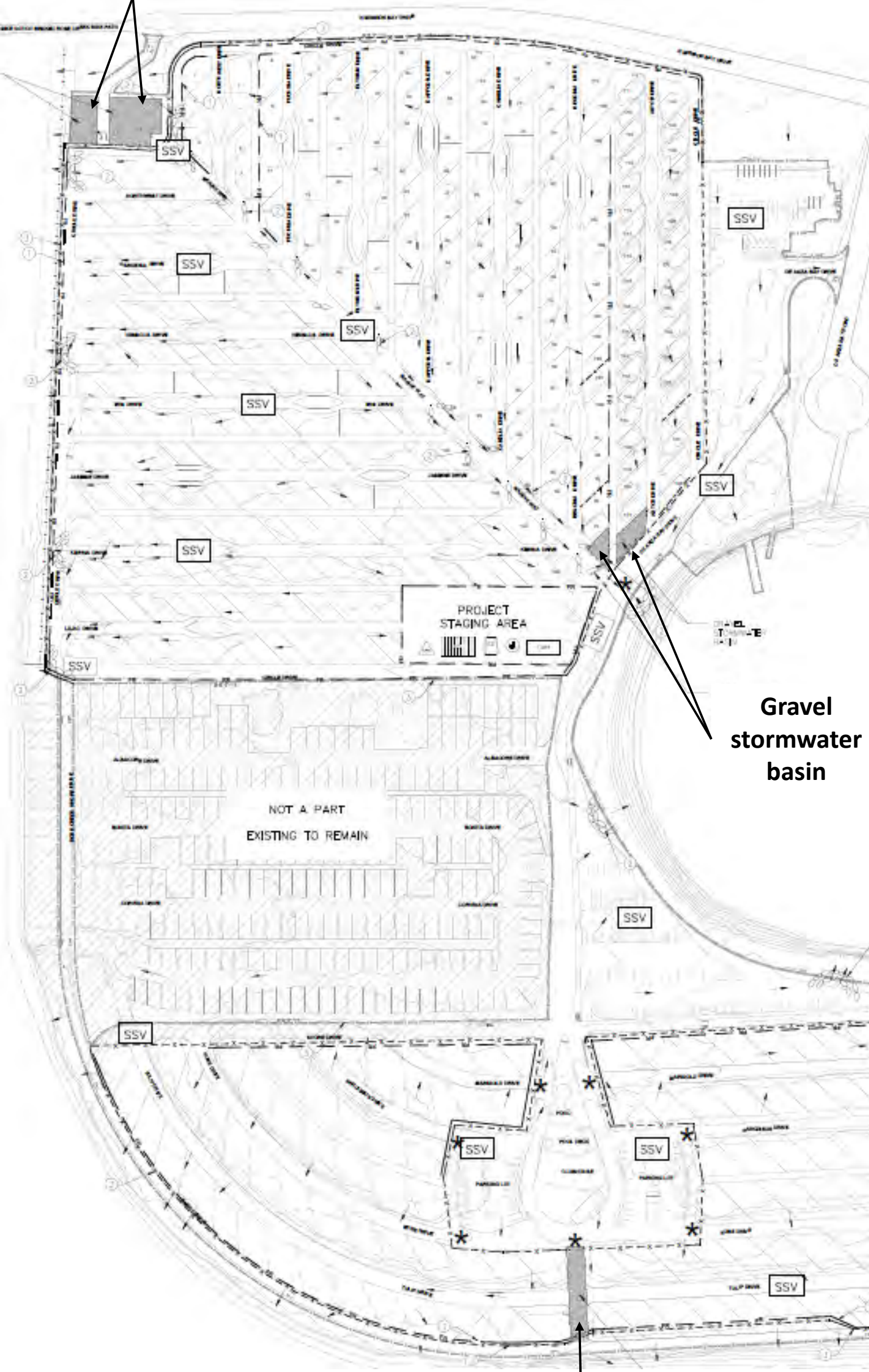
NO SCALE



NOTES:
1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS OF EITHER BURLAP OR WOVEN 'GEOTEXTILE' FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

DETAIL GRAVEL BAG CHEVRONS

Gravel
stormwater
basin



Gravel
stormwater
basin

Gravel
stormwater
basin

CONSENT CEASE AND DESIST ORDER CCC-21-CD-01 AND
CONSENT ADMINISTRATIVE PENALTY CCC-21-AP-01

The below Consent Cease and Desist Order CCC-21-CD-01 and Consent Administrative Penalty CCC-21-AP-01 (collectively referred to herein as “the Consent Agreement”) document an agreement reached between the California Coastal Commission (“the Commission”) and Campland LLC and Northeast MB LLC (hereinafter collectively referred to as “Respondent”). Cumulatively, these LLCs are the lessees of State tidelands granted to the City of San Diego by the State of California and commonly known as Campland on the Bay, located at 2211 Pacific Beach Drive (approximately 40 acres of land and 5.5 acres of water space in Mission Bay Park, as described at pages 34-46 of the April 25, 2017 lease between the City of San Diego (“the City”) and Campland LLC (“Campland”)), and Mission Bay RV Resort, located at 2727 De Anza Road (approximately 70 acres of land and 6 acres of water space in Mission Bay Park, as described at Exhibit A of the July 1, 2019 lease between the City of San Diego and Northeast MB LLC (“Mission Bay RV Resort”)), respectively, in San Diego, CA. This Consent Agreement is the result of an amicable agreement between the parties to resolve a dispute regarding alleged violations of the Coastal Act located on the Leased Tidelands, defined in Section 5.3, below, in the interest of avoiding unnecessary costs, delays, and potential litigation, and in order to comply with the Coastal Act.

1. CONSENT CEASE AND DESIST ORDER CCC-21-CD-01

Pursuant to its authority under California Public Resources Code (“PRC”) section 30810, the Commission hereby orders and authorizes Campland LLC and Northeast MB LLC (Respondent) and their successors in interest, lessees, sublessees, assigns, managers, employees, agents, contractors, and any persons or entities acting in concert with or on behalf of any of the foregoing, including any future owners, lessees, or sublessees of Campland LLC’s April 25, 2017 lease or Northeast MB LLC’s July 1, 2019 lease, to take all actions required and authorized by Consent Cease and Desist Order No. CCC-21-CD-01, including, but not limited to, the following:

- 1.1 Cease and desist from engaging in any further development, as that term is defined in the Coastal Act (PRC § 30106), and that requires a Coastal Development Permit (“CDP”), as required by the Coastal Act, on any of the property identified in Section 5.3 below (the Leased Tidelands), unless authorized, which includes development authorized through this Consent Agreement, as that term is defined in Section 5.1. or found to be exempt pursuant to the Coastal Act (PRC sections 30000-30900).
- 1.2 Refrain from undertaking any activity in violation of the Coastal Act, including any attempts to block, limit, or interfere with any public access rights to and within the tidelands, beaches and/or parking lots located on or adjacent to the Leased Tidelands, and comply with the terms and conditions of the April 25, 2017 lease, as amended, between the City and Campland LLC, and the July 1, 2019 lease

EXHIBIT NO. 9
APPLICATION NO.
6-21-0353
Consent Agreements
 California Coastal Commission

between the City and Northeast MB LLC (Mission Bay RV Resort).

- 1.3 Remove, pursuant to and consistent with the terms of an approved Public Access Plan, as required in Section 6, below, and pursuant to the terms and conditions set forth herein, all signs, fences, or any other development that restrict or interfere with public access to, on, or across the Leased Tidelands.
- 1.4 Comply with the terms and conditions of all other mandatory approvals or permits for the work required herein that are required by other government agencies having jurisdiction over that work, consistent with this Consent Agreement. This Consent Agreement provides authorization under the Coastal Act for the development required herein, so long as such development is undertaken in accordance with the terms and conditions of this Consent Agreement.

2. CONSENT ADMINISTRATIVE PENALTY CCC-21-AP-01

Pursuant to its authority under PRC Section 30821, the Commission hereby imposes upon Respondent and Respondent agrees to pay an administrative civil penalty as specified in Section 16, below.

PROVISIONS COMMON TO THIS CONSENT AGREEMENT

3. PERSONS SUBJECT TO THIS CONSENT AGREEMENT

Campland LLC and Northeast MB LLC, and their successors in interest; lessees; sublessees; and assigns ("Respondent") affirmatively assumes responsibility for full compliance with all of the requirements of this agreement and for ensuring the compliance by any managers, including Gelfand Properties LLC and Terra Vista Management, Inc; employees; agents; contractors; and any persons or entities acting in concert with or on behalf of any of the foregoing. Respondent is jointly and severally subject to all requirements of this Consent Agreement. Respondent agrees to undertake the work required herein and agrees to cause their employees and agents, and any contractors performing any of the work required herein, and any persons acting in concert with any of these entities, and to notify any potential future sublessees of the April 25, 2017 lease, as amended, between the City of San Diego and Campland LLC, and the July 1, 2019 lease between the City of San Diego and Northeast MB LLC, of the obligations of this Consent Agreement and that they, too, must comply with the terms and conditions of this Consent Agreement. Respondent shall provide notice to all successors, assigns, and potential sublessees of the April 25, 2017 lease, as amended, between the City of San Diego and Campland LLC, and the July 1, 2019 lease between the City of San Diego and Northeast MB LLC of any remaining restrictions or obligations under this Consent Agreement.

4. NATURE OF ORDER, PENALTY, AND OF CONSENT

- 4.1 This Consent Agreement represents a mutual agreement between Respondent

and the Commission to, among other things, resolve this matter in the most efficient way and to avoid the cost and uncertainty of contested administrative proceedings and potential litigation related to the Unpermitted Development, as that term is defined below. Respondent does not acknowledge any wrongdoing with respect to the allegations regarding the Unpermitted Development, and this Consent Agreement shall not be construed to suggest or imply any such wrongdoing with respect to those allegations. Nonetheless, Respondent agrees that the jurisdictional requirements for issuance and enforcement of this Consent Agreement have been met and agrees to not contest the issuance or enforcement of this Consent Agreement. Through the execution of the Consent Agreement, Respondent agrees to comply with the terms and conditions of this Consent Agreement. This Consent Agreement orders and authorizes the removal and mitigation activities, among other activities, outlined in this Consent Agreement. Nothing in this Consent Agreement guarantees or conveys any right to undertake development on the Leased Tidelands other than the work expressly authorized herein. Any development subject to Coastal Act requirements that is not specifically authorized under this Consent Agreement requires authorization or determination of exemption under the Coastal Act. Through the execution of this Consent Agreement, Respondent agrees to comply with this Consent Agreement including the terms and conditions described herein.

- 4.2 Respondent further agrees to condition any contracts for work related to this Consent Agreement upon an agreement that any and all employees, agents, and contractors, and any persons acting in concert with any of the foregoing, adhere to and comply with the terms and conditions set forth herein.

5. DEFINITIONS

5.1 “Consent Agreement”

Refers collectively to Coastal Commission Cease and Desist Order No. CCC-21-CD-01 and Consent Administrative Penalty CCC-21-AP-01.

5.2 “Unpermitted Development”

Means all “development” as that term is defined in the Coastal Act (PRC section 30106) that has occurred on the Leased Tidelands and required authorization pursuant to the Coastal Act, but for which no such authorization was obtained, including, but not limited to: 1) placement of signs and other physical items of development, including, but not limited to, signs restricting access to the public and signs stating that the Leased Tidelands are private property, 2) placement of physical objects that blocked public access, including storage of dumpsters, trailers, and boats in public parking areas, and 3) undertaking other actions that have the effect of impeding or discouraging public access, including use of private security guards and fences that block and/or impede public access to

beaches, public parking areas, and public tidelands, as well as advertising on Respondent's company website and Respondents' advertising on other websites that the beach at Campland is a "private beach," and labeling the required public parking area as "guest parking" on the Mission Bay RV Resort website; all of which had the effect of changing the intensity of use of beaches, public parking areas, and public tidelands, and of access thereto.

5.3 "Leased Tidelands"

The properties that are the subject of this Consent Agreement are: 1) 2211 Pacific Beach Drive (approximately 40 acres of land and 5.5 acres of water space in Mission Bay Park, as described at pages 34-46 of the April 25, 2017 lease between the City and Campland, LLC, as amended ("the April 2017 Lease")); and 2) 2727 De Anza Road (approximately 70 acres of land and 6 acres of water space in Mission Bay Park, as described at Exhibit A of the July 1, 2019 lease between the City and Northeast MB LLC ("the July 2019 Lease")).

6. PUBLIC ACCESS PLAN

- 6.1 Within 60 days of issuance of this Consent Agreement, Respondent shall submit, for the review and approval of the Executive Director, a proposed Public Access Plan ("Access Plan") that provides the means for and ensures the continued availability of public access to, on, and across the Leased Tidelands, as originally required by the April 2017 Lease and the July 2019 Lease, and in compliance with any new leases issued to Respondent by the City of San Diego. Respondent shall also provide and maintain all public amenities required by this Access Plan so long as Respondent leases the areas where the public amenities are located. The Access Plan shall include a Removal Element, Sign Element, Restroom Element, Electric Vehicle Charger Element, Employee Training Element, and Website Element. It is the sole responsibility of Respondent to design and, upon approval by the Executive Director, successfully implement and maintain the Access Plan. The Executive Director, in his/her discretion, may review and approve amendments to the Access Plan, as requested by Respondent in the future, as consistent with the terms and conditions of this Consent Agreement. The Access Plan shall include full public access to all parts of the public beach and bay via land and water at both Campland and Mission Bay RV Resort, and public parking access via the use of the 31 designated free public parking spaces on Campland and the entire designated free public parking lot at Mission Bay RV Resort, and a means to assure and verify compliance therewith. Respondent shall identify any improvements required to effectuate public access without charge from 4am to 2am daily to the 31 public coastal access parking spaces located in Campland, as well as the entire public parking lot at Mission Bay RV Resort, the beach and tidelands located at both Campland and Mission Bay RV Resort, and the bike and pedestrian paths located at both Campland and Mission Bay RV Resort.

6.2 Removal Element

As part of the Access Plan, Respondent shall submit a Removal Plan consistent with this Consent Agreement to govern the removal of a fence which was installed prior to Northeast MB LLC's July 2019 Lease and for which no CDP was obtained that blocks access via the beach from De Anza Cove Park to the beach at Mission Bay RV Resort ("the fence"), as well as the removal of any remaining signs, trailers, boats, or other obstructions that restrict public access to the beach on the Leased Tidelands. The Removal Plan shall be prepared by a Specialist with experience removing similar bayfront structures, ("Specialist") approved by the Executive Director. If removal of the fence requires removal of any larger structures than typical concrete fence pilings, then the Removal Plan shall be prepared by a licensed, certified civil engineer, surveyor, and/or other qualified professional licensed by the State of California and approved by the Executive Director. The Removal Plan shall provide for removal of the signs and all parts of the fence, including any concrete or other anchoring foundations of the fence.

- 6.2.A Within 15 days of the completion of the removal of the items of Unpermitted Development, Respondent shall fill in any trenches or excavated areas on the beach with similar beach sand, as detailed in Section 6.2.E.6, below.
- 6.2.B The Removal Plan shall describe, in detail, all measures to be used for the removal and off-site disposal of all physical items placed or allowed to come to rest that are part of the fence, signs, trailers, boats, or other obstructions to public access.
- 6.2.C During the removal of the fence, (i) no signs or other development shall be placed on or adjacent to the tidelands that would discourage or prevent public access over the public beach or tidelands, with the exception of potential temporary closures directly adjacent to the fence if necessary during the removal activities required herein, so long as such temporary closures are proposed in the Removal Plan; (ii) any temporary closures specifically for the removal activities must be in place for the minimum amount necessary (no more than 72 hours) and approved by the Executive Director through the proposed Removal Plan; (iii) no guards or other persons shall be used to discourage or prevent access within or near the beach, tidelands, or any other area subject to public rights, but RV park rangers may assist RV Resort guests to their campsites, the beach, or other areas of the leased premises; and (iv) full beach access shall be available to the public during all of the above activities, and public access shall not be affected near the Fence Removal Area as delineated in Section 6.2.E.2, below, with the exceptions noted in this section.
- 6.2.D Prior to the preparation of the Removal Plan, Respondent shall submit for the Executive Director's review and approval the qualifications of the proposed Specialist, including a description of the Specialist's background, training, and experience, including as it relates to working in the coastal environment and

conducting similar removal work. If the Executive Director determines that the qualifications of Respondent's proposed Specialist(s) are not adequate to plan for and conduct such removal work, they shall notify Respondent and, within 10 days of such notification, Respondent shall submit a different proposed Specialist for the Executive Director's review and approval.

6.2.E The Removal Plan shall include the following components:

- 6.2.E.1 A timetable for removal activities that will provide for removal of all signs restricting public access within 24 hours of approval of this Removal Plan by the Executive Director, as well as removal of all parts of the fence within 10 days of approval of the Removal Plan by the Executive Director. Respondent shall notify any owners of boats, trailers, RV's, or other encroachments in the public parking lot that they may not leave their vehicles overnight, and shall also notify appropriate authorities at the City. Fence removal activities shall occur when the beach is at low tide. Fence removal activities shall not occur during times that impact peak beach use times, including during spring and summer holidays and weekends, and shall not occur during times of extreme storm events. Extensions of deadlines to address these time periods shall be requested pursuant to Section 13, below, and shall be granted specifically for the above conditions or events.
- 6.2.E.2 A site plan, prepared by the approved Specialist(s), drawn to scale and depicting the boundary lines of the Lease Tidelands, the location of the fence, the location of the Fence Removal Area, the location of any erosion control measures that will be installed pursuant to Section 6.2.F, the location where any excavation and removal will be undertaken, and the specific locations and directions from which photographs will be taken pursuant to Section 6.2.G, below.
- 6.2.E.3 The Removal Plan shall provide that Respondent shall obtain permission from the City of San Diego pursuant to Section 8 for any activities that will be undertaken pursuant to this Consent Agreement on tidelands not leased by Respondent.
- 6.2.E.4 The Removal Plan shall indicate that removal activities shall not disturb areas outside of the Fence Removal Area. Measures for the restoration of any area disturbed by the removal activities shall be included within the Removal Plan. These measures shall include the restoration of the areas from which the fence was removed, and any areas disturbed by those removal activities.
- 6.2.E.5 The Removal Plan shall identify the licensed disposal or recycling facility to which removed materials will be transported. If the proposed destination for the removed materials is located within the Coastal Zone and is not an

existing, legal sanitary landfill or recycling center, a CDP is required for such disposal. All hazardous materials must be transported to and properly disposed of at a licensed hazardous waste disposal facility.

- 6.2.E.6 Identification of the methods by which any trench or excavation done during fence removal shall be filled in with beach sand as necessary. No imported fill shall be utilized. The Removal Plan shall indicate that all trenches and excavated areas shall be filled to match the natural beach profile.
- 6.2.E.7 The Removal Plan shall state that prior to the initiation of any activities required under this Consent Agreement, the boundaries of the Fence Removal Area shall be physically delineated in the field, using temporary non-plastic measures, such as colored wood stakes. The Removal Plan shall state further that all delineation materials shall be removed when no longer needed and verification of such removal shall be provided in the relevant completion report required by Section 6.2.G.
- 6.2.E.8 The Removal Plan shall describe all equipment to be used. For any mechanized equipment proposed, the Removal Plan shall provide, for the review and approval of the Executive Director, a description of the:
 - 6.2.E.8.i Type of mechanized equipment that will be used for removal activities;
 - 6.2.E.8.ii Length of time equipment will be used;
 - 6.2.E.8.iii Routes that will be utilized to bring equipment to and from the beach;
 - 6.2.E.8.iv Storage locations for equipment when not in use during removal process. Mechanized equipment cannot be stored on the sandy beach.
 - 6.2.E.8.v Hours of operation of mechanized equipment;
 - 6.2.E.8.vi Contingency plan that addresses cleanup and disposal of released materials and water quality concerns in case of a spill of fuel or other release of hazardous materials from use of mechanized equipment;
 - 6.2.E.8.vii Designated areas for staging of any construction equipment and materials, including receptacles and temporary stockpiles of materials. All stockpiles and construction materials shall be covered, enclosed on all sides, located as far away as possible from drain inlets and the beach and bay, and shall not be stored in

contact with the soil or sand. No demolition or construction materials, debris, or waste shall be placed or stored where it may enter receiving waters or a storm drain, or be subject to wind or runoff erosion and dispersion. No construction equipment or material shall be stored on the beach, except as otherwise authorized by the Executive Director or the Commission;

- 6.2.E.8.viii Designated and confined areas for maintaining and washing machinery and equipment, specifically designed to control runoff. Thinners or solvents shall not be discharged anywhere on the tidelands or adjacent areas, including into sanitary or storm sewer systems. The discharge of hazardous materials into any receiving waters is prohibited;
- 6.2.E.8.ix Best Management Practices (BMPs) to govern work in the Fence Removal Area and include a contingency plan that addresses, at a minimum: 1) impacts from equipment use; 2) potential spills of fuel or other hazardous releases that may result from the use of mechanized equipment and responses thereto; and 3) any water quality concerns. The Removal Plan shall designate areas for staging of any construction equipment and materials, including receptacles and temporary stockpiles of graded materials, all of which shall be covered on a daily basis.

6.2.F Temporary Erosion Control Element

- 6.2.F.1 If necessary, the Removal Plan shall include a Temporary Erosion Control Element prepared by the Specialist to address ground disturbance and prevent erosion during and after any construction or removal activities undertaken pursuant to the Consent Agreement.
- 6.2.F.2 The Temporary Erosion Control Element shall include: 1) a narrative report describing all temporary run-off and erosion control measures to be used during and after removal activities; and 2) a site plan identifying and delineating the locations of all temporary erosion control measures that will be installed pursuant to this plan.
- 6.2.F.3 The Temporary Erosion Control Element shall indicate that all erosion control measures are required to be installed and fully functional in the Fence Removal Area prior to, or concurrent with, the initial removal construction activities required by the Consent Agreement and maintained at all times of the year throughout the removal and restoration process, to minimize erosion across the site, and consistent with the deadlines established herein for the removal of the temporary erosion control measures.

- 6.2.F.4 All temporary construction related erosion control materials shall be comprised of biodegradable materials, including the material used to encase fiber rolls and other erosion control devices. No plastic netting or other non-biodegradable materials shall be used.
- 6.2.F.5 The erosion control measures shall remain in place and be maintained at all times of the year, or in the case of erosion control measures for winter rain storms, until such time period established by the approved Removal Plan, and then all such measures shall be removed and properly disposed of by Respondent. Verification of such removal shall be provided in the monitoring or completion report for the monitoring report period during which the removal occurred.
- 6.2.F.6 Prior to and concurrent with implementation of the Removal Plan, Respondent shall commence and complete implementation of the Temporary Erosion Control Element if necessary.
- 6.2.G Within 20 days of completion of removal activities pursuant to this Section, Respondent shall submit a written report, prepared by the Specialist(s), for the review and approval of the Executive Director, documenting all activities performed pursuant to the approved Removal Plan. This report shall include a summary of dates on which work was performed and photographic documentation from the locations depicted on the site plan required by Section 6.2.E.2, documenting implementation of the Removal Plan and removal of all physical items and structures required to be removed pursuant to this Consent Agreement. After review of the evidence, if the Executive Director determines that the removal activities have in part, or in whole, been unsuccessful, based on the requirements of the approved Removal Plan and this Consent Agreement, Respondent shall submit a Revised Removal Plan for the review and approval of the Executive Director. The Revised Removal Plan shall specify any measures necessary to ensure that the removal activities comply with the approved Removal Plan, this Consent Agreement, and the Coastal Act. Respondent shall implement any specified measures within the timeframe specified by the Executive Director.

6.3 Sign Element

As part of the Access Plan, Respondent shall submit a Sign Plan that contains written and graphic plans for all public access related signs and all interpretive signs. For each sign included in the Sign Element the plan shall include a description of the size of all signs, the materials of each sign, all languages used in the sign text, and the specific text and content of each sign. In addition, any other signs, other than those required in the Sign Element, in or near the resort entrances or the public parking areas, shall also be included within the Sign Element to ensure that such signs and the text and graphics of those signs do not deter or preclude public use of public areas. Respondent shall not post signs

restricting public access in any way, including Private Property signs, at or adjacent to the resort entrances or public parking areas. However, Respondent may post signs that demarcate the private campground adjacent to the above-listed public areas, including signs that may be visible from the public parking areas, if the signs and their placement are approved by the Executive Director as part of the Sign Element. All public access signs placed on the Leased Tidelands pursuant to the Sign Element shall include the language: "Public Access provided in cooperation with the California Coastal Commission," and all interpretive signs placed on the Leased Tidelands pursuant to the Public Access Signage Plan shall include the language: "This sign provided in cooperation with the California Coastal Commission."

6.3.A New Access Signs

The Sign Element shall also include the design, installation, and maintenance of the new public access signs as listed, below. The signs shall meet the specifications below and shall be submitted for review and approval of the Executive Director. All signs, unless otherwise specified, shall be 9 square feet and made of metal. Respondent's sign obligations are subject to receipt of any required approvals of the City and Respondent shall make all reasonable efforts necessary to obtain any required approvals for these signs by the City. The Sign Element shall include:

- 6.3.A.1 A new sign below the existing 'Campland on the Bay' sign in the street median near Olney Street that states 'Coastal Access' with an arrow pointing in the direction of the entrance. In addition, on a nearby street to Mission Bay RV Resort, the same or similar 'Coastal Access' sign will be posted along it. Such access signs shall include the standard Coastal Commission 'Coastal Access' signs and shall be installed with the permission of the City pursuant to Section 8. If the City requests to install said signs themselves, Respondent shall provide the sign and/or reimburse the City for the costs of installation. If necessary, Respondent shall propose to adjust the size or specifications of these signs to meet any City requirements.
- 6.3.A.2 The permanent installation of a sign attached to the Campland billboard at the corner of Pacific Beach Road and Olney Street that states that the beach is open to the public and that there are free public parking spaces there.
- 6.3.A.3 A new sign within the leasehold boundary at the Pacific Beach Drive turn off for Campland that states that the beach is open to the public and that there is free public parking available there.
- 6.3.A.4 A new sign within the leasehold boundary at the entrance gate to Campland that states that the beach is open to the public and that there is

free public parking available there.

- 6.3.A.5 A 2' x 2' new sign just past the entrance to and within Campland that has an arrow pointing to the free public parking area.
- 6.3.A.6 A 2' x 2' new sign at the entrance to the Campland public parking area that has an arrow pointing towards the free public parking and that states that no resort parking is allowed there.
- 6.3.A.7 A sign above each free public parking space at Campland stating that it is a public parking space. Respondent may propose to keep the existing signs demarcating public parking that are currently located on the fence above each of the 31 public parking spaces at Campland, and if approved by the Executive Director in writing, these signs shall satisfy this subdivision.
- 6.3.A.8 A new sign at the corner of North Mission Bay Drive and De Anza Road next to the 'Mission Bay RV Resort' sign that states that the beach and pedestrian/bike path at Mission Bay RV Resort is open and available to the public and that there is free public parking available there.
- 6.3.A.9 A new sign at the entrance pillars to Mission Bay RV Resort that states that the beach and pedestrian and bike path are open and available to the public and that there is free public parking available there.
- 6.3.A.10 Six 2' x 2' signs within Mission Bay RV Resort that direct cars to the public parking lot with text stating that the public parking lot is open and available to the general public, but that no resort parking is allowed there. Three of these signs shall be in the public parking lot itself.
- 6.3.A.11 A sign at the beachfront boundary of Mission Bay RV Resort and De Anza Cove Park that states that that the beach is public and is open and available for public use.

6.3.B New Interpretive Signs

The Sign Element shall also include at least six (6) new interpretive signs. The interpretive signs shall include color photos and graphics and each sign shall measure 2' x 3'. Each interpretive sign shall be located adjacent to the beach, in conspicuous locations visible to adults and children and in locations that minimize impacts to public views of Mission Bay. The interpretive signs shall provide educational information regarding the area through photographs, diagrams, and text. Each sign shall be unique in design, but each resort's set of signs shall display all three themes listed by C.1, C.2, and C.3 immediately below.

- 6.3.B.1 A sign explaining how the wetlands nearby contribute to the ecosystem.
- 6.3.B.2 A sign explaining the history of this area as used by native peoples.
- 6.3.B.3 A sign explaining how sea level rise will impact the future of Mission Bay.

6.3.C Public Access Information Signs

The Sign Element shall include the location of two public access information areas that Respondent shall provide, located within the public parking area at Mission Bay RV Resort and located next to the beach at Campland, that includes an informational/educational sign at the public beaches at both resorts, describing, through text and photographs and/or graphics, all free public amenities located on the Leased Tidelands. The sign shall also include a QR code and link to a webpage that also explains where the free public amenities are located.

- 6.3.C.1 The public access information area shall also contain brochures, to be created as part of the Access Plan and submitted to the Executive Director for review and approval. The brochures shall always be stocked and otherwise made available to all members of the public. The brochure shall include information about how the public can utilize all the free public access amenities, including the free public parking areas and beaches, the bike and pedestrian trail, the restrooms, the electric vehicle chargers, and the boat launches available at Campland and Mission Bay RV Resort. The brochure shall include color photos and maps, and shall be at least 8.5 by 11 inches. Brochures will include information about promotion of reusables and prohibition of plastics as well as stating that there is no smoking allowed.

6.4 Electric Vehicle Charger Element

- 6.4.A As part of the Access Plan, Respondent shall submit an Electric Vehicle Charger Installation Plan ("the Charger Plan") which shall follow the latest California Green Building Standards Code, and at a minimum, include the following:
- 6.4.B Installation of a minimum of four (4) publicly available electric vehicle charging spaces within the 31 designated public parking spaces at Campland.
- 6.4.C Installation of a minimum of twelve (12) publicly available electric vehicle charging spaces within the public parking lot at Mission Bay RV Resort.
- 6.4.D All charging spaces shall include a sign adjacent to it stating that use of the charger and associated parking space is limited to the time required to charge the vehicle.

6.4.E Prior to installation of the electric vehicle chargers, Respondent shall submit a Temporary Erosion Control Plan as necessary that meets the requirements of Section 6.2.F, for use as needed during installation.

6.4.F All electric vehicle chargers shall not show video or audio advertisements that can be seen or heard from the water.

6.4.G All electric vehicle chargers shall be provided and maintained as ready for vehicles to charge.

6.5 Restroom Element

6.5.A As part of the Access Plan, Respondent shall submit a Restroom Plan, that shall provide two (2) portable restroom stalls adjacent to the public parking area at Mission Bay RV Resort. Respondent shall provide and maintain a trailer with free public restroom(s), with water-operated sink(s), toilets, and handwashing facilities, and will also include diaper changing station(s) and a total of 2 stalls, one of which meets the accessibility standards of the Americans with Disabilities Act ("ADA"). The restrooms shall be located adjacent to or on the edge of the public parking area but shall not take up any potential parking spaces. The restrooms shall be open the same hours as the public parking lot. The Restroom Plan shall include a proposed schedule of maintenance, cleaning, and pumping to ensure health and safety. The restrooms shall include a 2' x 2' metal sign stating that they are open to the public.

6.5.B As part of the Restroom Plan, Respondent shall also submit a plan to provide a public shower and drinking fountain adjacent to Mission Bay RV Resort and the beach there. The public shower will be at least six feet high. The public drinking fountain will include a water bottle fill station as well as a standard drinking fountain. The public shower will be located on or adjacent to the beach in an area where the water can run off into the storm drain.

6.5.C As part of the Restroom Plan, Respondent shall place a 2' x 2' sign on the restroom nearest the beach at Campland stating that they are open to the public, and Respondent shall provide and maintain this restroom for public use, and shall allow the public to use a restroom at Campland as long as it is used by resort guests.

6.6 Employee Training Element

6.6.A As part of the Access Plan, Respondent shall submit an Employee Training Plan. Respondent's employees who staff the resorts' front entrance and parking operation (collectively "Representative Employees") shall be trained regarding the access provisions of this order, and required to inform anyone who makes any inquiry about beach access, bay access, or parking in the area, about the onsite, free public coastal access parking available at both Campland and

Mission Bay RV Resort and provide the member of the public with a public access amenities brochure. Representative Employees shall also inform guests of the resort that the public parking spaces are reserved for the general public only, and that guests may not store their cars, boats, trailers, or other vehicles there, unless they are actively waiting to use the public boat launch at Mission Bay RV Resort that day, but for no time beyond the time it takes to launch or haul out their boat. Employees will distribute to public users of the free parking spaces a dashboard placard stating: "coastal public parking user."

- 6.6.B Respondent shall, on a biannual basis, conduct a coastal access parking training seminar for the Representative Employees on how to inform anyone who makes any inquiry about the beach, bay access, or parking, about the onsite, free public coastal access parking available at both Campland and Mission Bay RV Resort, and how to inform RV Resort guests that they are not allowed to park in the public parking spaces reserved for the general public. Respondent shall submit a brief report to the Executive Director as part of a biannual report verifying that the seminar was conducted and listing the titles and number of employees that attended the training, and including the agenda of the seminar, and shall individually instruct new employees throughout the lease term.

6.7 Website Element

- 6.7.A As part of the Access Plan, Respondent shall submit a Website Plan. Respondent shall amend their own websites to prominently state on the homepages that the resorts include public beaches and free public parking, and that beach concessions and watercraft rentals at the resorts are available to the general public at the same rate and terms as paying guests of the resort. Further, if Respondent commissions advertising or issues press releases for either resort during the duration of the Free Camping Program, as described in Section 16.2.B, below, Respondent shall state in that material that these resorts feature a public beach and free public parking, and that all beach activities are available to the general public at the same rate and terms as paying guests of the resort. In addition, Respondent shall state on the website that the public parking areas are not to be used for overnight vehicle storage.
- 6.7.B Respondent shall include in the Website Plan a list of all websites that contain any statement purporting Campland or Mission Bay RV Resort as having "private" beaches. As part of the Website Plan, Respondent shall contact the administrators of these websites and request that the administrators change their descriptions of either resort to state that the public beaches and public parking are available to the public and that the beach activities offered by both resorts are available to the general public at the same rate as paying guests of the resort. Respondent shall submit a Website Completion Plan that lists the websites contacted, the requests sent to the websites, and photo documentation of the websites before and after the requests. As Respondent learns of other or future published material that describe either resort as having a private beach,

Respondent shall make a good faith effort to correct those statements by the same methods listed in this section and in a timely manner.

- 6.7.C In addition, Respondent shall produce, for the review and approval of the Executive Director, an up to two-minute video that include diverse participants and states how to access the public parking lot and public beaches at both resorts, explains the free amenities required by this Access Plan, and highlights the recreational activities available at both areas. Following the Executive Director's approval, Respondent shall post the video on the resorts' respective websites, and shall propose to market the video pursuant to the marketing plan at Section 16.2.B of this Consent Agreement.

6.8 Implementation

- 6.8.A Respondents shall fully implement the approved Access Plan based on the following timeframe to commence and complete development. Within 7 days of approval of the Access Plan by the Executive Director, Respondents shall commence implementation of the Access Plan as authorized by this Consent Agreement.
- 6.8.B Respondent shall fully implement the Access Plan no more than 60 days following approval of the Access Plan, except for the sign removal and fence removal, which will be implemented sooner pursuant to Section 6.2.E.1, unless the Executive Director extends these deadlines pursuant to Section 13, below.
- 6.8.C Within 14 days of fully implementing the Access Plan, Respondent shall provide a written report, including photographic evidence, depicting all aspects of the Access Plan demonstrating that all elements of the Access Plan were fully implemented pursuant to the requirements of the Access Plan, as approved by the Executive Director. Pursuant to Section 12, the Executive Director may require revision of deliverables if necessary.
- 6.8.D Respondent shall pay all costs associated with the planning, preparation, implementation, construction, maintenance, and monitoring of the Access Plan. If any signs required by this plan are removed or otherwise require maintenance, Respondent shall repair them or replace them within 30 days. If Respondent requires more time to repair or replace them, Respondent may request and the Executive Director may grant an extension of this deadline as necessary.
- 6.8.E Public access to all beaches and public parking areas, and public amenities required by this Access Plan, such as restrooms and electric vehicle chargers either on the Leased Tidelands or adjacent to them, shall be free to use (except for electricity charges for the vehicle chargers that will not exceed market rates for the San Diego area) and open to the public from 4am to 2am. The beaches and trails, however, shall be open to the public 24 hours. Concessions such as food and watercraft rentals are to be accessible only during their posted hours of

operation. If Respondent encounters vehicles that are being stored overnight, Respondent shall request that they move their vehicle and notify the appropriate City authorities.

- 6.8.F Respondent shall provide an annual monitoring report to the Executive Director of the Coastal Commission, clearly detailing the requirements of the Access Plan as described above, and Respondent's compliance with the Access Plan, including the requirements for EV charging stations, provision of public parking, and the existence of access and educational signage, website information and other items included in this Consent Agreement. The annual report shall include, but is not limited to, a narrative report that includes photos of and a description of the continued availability of amenities required by the Access Plan, as well as screenshots of Respondent's websites. The annual report shall include narrative descriptions of any maintenance or repair issues involving amenities required by the Access Plan, and detail Respondent's prompt attention and resolution of any issues.

ADDITIONAL PROVISIONS COMMON TO BOTH ORDER AND PENALTY

7. SUBMITTAL OF DOCUMENTS

All documents submitted to the Commission pursuant to this Consent Agreement must be emailed to:

California Coastal Commission
Attn: Rob Modellmog
455 Market Street, Suite 200, Room 228
San Francisco, CA 94105

With a copy sent to:

California Coastal Commission
Attn: Marsha Venegas
7575 Metropolitan Drive #103
San Diego, CA 92108

All documents must be sent via electronic mail to Rob Modellmog (Robert.Modellmog@coastal.ca.gov) with a copy sent to Marsha Venegas (Marsha.Venegas@coastal.ca.gov). Upon request a hard copy will be sent via U.S. mail to these same Commission representatives or designated recipients.

8. SITE ACCESS

- 8.1 Respondent shall not impede access to the Leased Tidelands by Commission staff or any other agency having jurisdiction over the work being performed under this Consent Agreement. In addition, Commission staff may enter and move

freely about the portions of the Leased Tidelands on which the violations are located and on which the public access amenities are to be implemented pursuant to this Consent Agreement, including, but not limited to the following areas: (1) the portions of the Leased Tidelands on which the violations are located, (2) any areas where work is to be performed pursuant to this Consent Agreement, (3) adjacent areas of the Leased Tidelands and any other area in order to view locations where work is being performed pursuant to the requirements of this Consent Agreement, and (4) any other areas where evidence of compliance with this Consent Agreement may lie for purposes including, but not limited to, inspecting records, operating logs, and contracts relating to the property and overseeing, inspecting, documenting (including by photograph and the like), and reviewing the progress of Respondent in carrying out the terms of this Consent Agreement. Nothing in this Consent Agreement is intended to limit in any way the right of entry or inspection that any agency may otherwise have by any law.

- 8.2 If Respondent proposes to undertake fence removal activities on tidelands not leased by Respondent, Respondent shall notify and coordinate with the City regarding any fence removal activities, including work schedule, and shall provide, at least 15 days prior to the start date specified in the approved Removal Plan and Access Plan, written confirmation from the City that: 1) Respondent and other parties, including Commission staff, have permission to access and perform activities on any portion of said tidelands onto which the Fence Removal Areas extends, and 2) they will not impede Respondent from undertaking the activities required by this Consent Agreement. If City does not respond within 30 days, then Respondent shall notify the Executive Director within 10 days and shall not be required to remove the fence unless and until the City provides approval.
- 8.3 If at any point prior to Respondent's completion of the obligations set forth in this Consent Agreement, Respondent is denied permission to access or perform removal work on any part of the Fence Removal Area located on any non-leased tidelands, Respondent's other obligations under this Consent Agreement shall remain in effect. In such a situation, Respondent shall:
- 8.3.A Refrain from accessing or performing work on said tidelands and notify the Executive Director.
- 8.3.B Utilize all reasonable efforts in a timely fashion to re-secure permission to access and complete removal activities on said tidelands.

9. EFFECTIVE DATE AND TERMS OF THIS CONSENT AGREEMENT

This Consent Agreement shall become effective on the date this Consent Agreement is approved by the Commission. This Consent Agreement shall then remain in effect permanently unless and until rescinded by the Commission.

10. FINDINGS

This Consent Agreement is issued on the basis of the findings adopted by the Commission, as set forth in the document entitled “Staff Report: Recommendations and Findings for Consent Cease and Desist Order No. CCC-21-CD-01 and Consent Administrative Penalty No. CCC-21-AP-01.” The Commission has authorized the activities required under this Consent Agreement and has determined them to be consistent with the resource protection policies set forth in Chapter 3 of the Coastal Act.

11. COMMISSION JURISDICTION

The Commission has jurisdiction over resolution of the Coastal Act violations on the Leased Tidelands pursuant to Public Resources Code sections 30810 and 30821. In light of the desire of the parties to settle these matters, Respondent agrees to not, and shall not, contest the Commission’s jurisdiction to issue or enforce this Consent Agreement at a public hearing or any other proceeding by or before the Commission, any other governmental agency, any administrative tribunal, or a court of law.

12. REVISIONS OF DELIVERABLES

The Executive Director may require revisions to deliverables required under this Consent Agreement, and Respondent shall revise any such deliverables consistent with the Executive Director’s specifications, and resubmit them for further review and approval by the Executive Director by the deadline established by the modification request from the Executive Director.

13. DEADLINES

Prior to the expiration of any of the deadlines established by this Consent Agreement, Respondent may request from the Executive Director an extension of any such unexpired deadline. Such a request shall be made in writing ten (10) days (or such shorter time period as is necessary in the event of an emergency/safety/weather condition) in advance of the deadline, and directed to the Executive Director of the Commission, care of Rob Modellmog, at the San Francisco address identified in Section 7, above. All requests shall additionally be sent via electronic mail to Rob Modellmog at Robert.Modellmog@coastal.ca.gov. A violation of deadlines established pursuant to this Consent Agreement will result in stipulated penalties, as provided for in Section 16.4, below.

14. RESOLUTION OF MATTER VIA SETTLEMENT

In light of the intent of the parties to resolve these matters in settlement, Respondent has not submitted a “Statement of Defense” form as provided for in Section 13181 of Title 14 of the California Code of Regulations and has agreed not to contest the legal and factual bases for, the terms of, or the issuance of this Consent Agreement,

including the allegations of Coastal Act violations contained in the Notice of Intent to Commence Cease and Desist Order and Administrative Penalty Proceedings dated February 18, 2021. Specifically, Respondent has agreed not to, and shall not, contest the issuance or enforcement of this Consent Agreement at a public hearing or any other proceeding.

15. SETTLEMENT VIA CONSENT AGREEMENT

In light of the desire to settle this matter via this Consent Agreement and avoid litigation, pursuant to the agreement of the parties as set forth in this Consent Agreement, Respondent hereby agrees not to seek a stay pursuant to PRC section 30803(b) or to challenge the issuance and enforceability of this Consent Agreement in a court of law or equity.

16. SETTLEMENT/COMPLIANCE OBLIGATION

16.1 In light of the intent of the parties to resolve these matters in settlement, Respondent has agreed to pay, and the Commission hereby orders Respondent to pay, a monetary settlement, which includes settlement of financial liability pursuant to PRC section 30821, as well as other sections, in the amount of \$250,000. Respondent shall pay the monetary settlement within thirty days (30) of the effective date of this Consent Agreement. The settlement monies shall be deposited in the Violation Remediation Account of the California Coastal Conservancy Fund (see Public Resources Code Section 30823) and as designated by the Executive Director, shall be used for projects including ones that benefit the resources impacted by the unpermitted development. The settlement payments shall be submitted to the Commission's San Francisco Office, at the address provided in Section 7, to the attention of Rob Moddelmog of the Commission, payable to the account designated under the Coastal Act, and shall include a reference to this Consent Agreement by number.

16.2 Free Camping for Underserved Youth and Families

As part of the resolution of civil liabilities, the Commission hereby Orders Respondent to and Respondent has agreed to submit, for the review and approval of the Executive Director, a Free Camping Plan which will provide for a year-round free overnight camping program at Campland that will include free overnight camping for underserved youth and families, as defined below at Section 16.2.A.1, at a value of \$50,000 per year for a period of 5 years, or until Campland LLC's April 25, 2017 lease or Northeast MB LLC's July 1, 2019 lease, or any extension of those leases, ends, starting from the date the free camping program is implemented and available to the public. One quarter of the camping nights shall be in summer, and at least one quarter of the camping nights shall be on weekends. As part of this program, Respondent shall annually provide transportation costs to the participants of this program, by reimbursing an organization approved by the Executive Director. In addition, the program

participants shall be asked whether they need camping gear such as tents, sleeping bags, sleeping mats, camping chairs, camp stoves, or any other commonly used camping gear, and if so, Respondent shall provide funding for said camping gear in order that participants can receive reusable camping gear free charge, for use during their stay and for the next program participants. If participants arrive via car, Respondent shall also provide complimentary parking to program participants for up to two (2) vehicles per campsite.

The plan shall also include and address the following:

16.2.A Program Eligibility

The program shall include a process for determining eligibility of youth and families for the program.

16.2.A.1 The phrase “underserved youth and families” shall be defined as individuals or communities that have been historically excluded from accessing the benefits of coastal opportunities and/or disproportionately impacted by environmental burdens and includes, but is not limited to, low-income households; Black, Indigenous, and people of color; people with disabilities; youth who attend Title 1 schools (and their caregiver/s); and foster and transition age youth.

16.2.A.2 The phrase “low income” as used herein shall be calculated using the Area Median Household Income and state income limits as published by the California Department of Housing and Community Development, the Federal Poverty Level, and the percentage of households in a census tract that is both low income (making less than 80% of the HUD area median income) and paying greater than 50% of their income to housing costs, as published by the CalEPA Office of Environmental Health and Hazard Assessment. Respondent shall use this calculation to find qualified individuals or groups to qualify for this program and submit the proposed groups for the review and approval of the Executive Director.

16.2.A.3 Activities

Respondent shall also provide the program participants full access to all recreational amenities at Campland. The program participants shall have free access to the pool during all hours that the pool is open to any guest. In addition, Respondent shall include, as part of the Free Camping Plan, plans for Respondent to provide free watercraft rentals for a value of \$5,000 per year. Respondent shall also include in the Free Camping Plan the provision of free access to all activities offered by Campland, such as sports, events, live entertainment, and other recreational programming.

16.2.A.4 Storage

As part of the program, Respondent will provide storage space for vehicles and recreational marine equipment as approved by the Executive Director.

16.2.B Marketing and Outreach Strategy.

In order to increase the number of free opportunities to coastal resources for underserved youth and families, as defined above at Section 16.2.A.1, from San Diego County and substantially increase the awareness of Mission Bay facilities and activities to underserved communities, prior to commencement, Respondent shall submit for the review and approval of the Executive Director, a proposed marketing plan for public outreach to reach underserved youth and families in San Diego County. This shall include, but is not limited to, outreach to underserved youth and families. Outreach shall be done, for example, via afterschool programs and organizations serving youth and families in underserved communities, using mediums such as online advertisements, email, texting, and television and radio marketing campaigns. Outreach strategy shall include materials in English, Spanish and other commonly spoken languages in San Diego County, including to non-English media outlets in the appropriate language.

16.2.C Program Evaluation

The program shall include a robust program evaluation component, including, but not limited to, definitions of program success, key performance indicators (or metrics), including program eligibility metrics (such as race and income), methods to measure metrics that establish success criteria for the program, and overall goals to assess program effectiveness. The program evaluation shall be used to inform the initial program design and shall be submitted to the Executive Director for review and approval within 30 days of issuance of this Consent Agreement.

16.2.C.1 During the first year of the program, Respondent shall provide a quarterly report to the Executive Director of the Coastal Commission, and after the first 4 reports, Respondent may request that the Executive Director allow one annual report per year. The reports shall clearly detail the requirements for quarterly monitoring as described in the program evaluation component. The reports shall include, but are not limited to, a narrative report with the following details:

16.2.C.1.a Number of persons and groups that benefited under the program, and how and why these persons and groups met the program qualifications, including where these persons and groups reside, as well as a list of names of the groups.

- 16.2.C.1.b A list of all benefits, including watercraft rentals and activities, that the people and groups received as part of the program, including total monetary value of all benefits conferred during that quarter, and total monetary value for each type of benefit provided.
- 16.2.C.2.c A map of the campground that shows the specific camping spaces conferred during that quarter, including how many nights each space was provided.
- 16.2.C.2.d A list of all transportation companies used to provide transportation services, an accounting of all money paid in order to transport people to the program, and a list of how many buses were used and how many trips were undertaken, and from what locations.
- 16.2.C.2.e Photos showing the types of buses provided, and photos of each camping space provided.
- 16.2.C.2.f A list of all types and quantities of camping gear requested by program participants and provided to them by Respondent, including amount of money spent by Respondent on said camping gear.
- 16.2.C.2.g A list of all nights that the free camping was provided.
- 16.2.D Implementation
 - 16.2.D.1 A draft plan for this program shall be submitted to the Executive Director within 30 days of approval of this Consent Agreement.
 - 16.2.D.2 Within 7 days of approval of the plan, Respondent shall begin providing free camping pursuant to the plan.
 - 16.2.D.3 If the Executive Director provides comments or requests regarding any quarterly report, Respondent must provide evidence that the plan was implemented accordingly in the following quarterly report.
 - 16.2.D.4 The program shall take place at Campland, but in the event that Respondent's lease is not extended for the duration of all of the years of the program, the program shall, at the conclusion of Respondent's Campland lease, move to Mission Bay RV Resort. If the program moves to Mission Bay RV Resort, Respondent shall provide free camping or an equivalent or greater overnight opportunity and free access to all equivalent facilities existing on site for the underserved youth and families, including any recreation facilities. In addition, a revised submittal shall describe how the camping program will be implemented at Mission Bay RV Resort, and what boat or other watercraft rentals will be available for

free to program participants. In the event that Respondent no longer leases either Mission Bay RV Resort or Campland, Respondent shall pay 200% of the market value of providing any remaining benefits associated with the free camping program into the Violation Remediation Account of the California Coastal Conservancy Fund, for use for similar access programs in San Diego County.

16.3 Marine Debris Reduction Plan

16.3.A As part of the resolution of civil liabilities, the Commission hereby Orders, and Respondent has agreed, to submit, within 60 days of the issuance of this Consent Agreement, for the review and approval of the Executive Director, a robust and comprehensive plan to reduce waste and single-use plastic at both Campland and Mission Bay RV Resort. The Marine Debris Reduction Plan ("Debris Plan") shall include, at a minimum, all of the following, and Respondent shall implement the approved version of the Debris Plan:

16.3.A.1 Respondent shall propose, for the review and approval of the Executive Director, at least 4 total 1' x 1' signs near beach areas that state that no smoking is allowed in beach areas.

16.3.A.2 Respondent shall install and maintain educational signage that promotes and encourages the use of reusable items (instead of single-use items).

16.3.B Propose to implement a Marine Debris Reduction Program such as the ReThink Disposable Program (RTDP) or Surfrider's Ocean Friendly Restaurants (OFR) or a substantially similar program.

16.3.B.1 Within 60 days of issuance of this Consent Agreement, Respondent shall submit a proposal for a plan to reduce waste and single-use plastic foodware and packaging on-site and for takeout orders. They may adopt an established plan as noted above, or draft one tailored to their facility. After approval, they shall comply with the plan. Respondent shall be responsible for the fees needed to participate in the program.

Respondent shall provide an annual report for the review and approval of the Executive Director that includes program scope and metrics, as well as total impact of the program. The report shall be provided annually, no later than December 31st, for the preceding calendar year and shall be provided for 4 years.

16.3.C Respondent shall propose upgrades to their laundry facilities to minimize micro-plastic pollution, including use of a microplastic filter for any laundry

facilities.

- 16.4 Strict compliance with this Consent Agreement by all parties subject thereto is required. Failure to comply with any term or condition of this Consent Agreement, including any deadline contained in this Consent Agreement, unless the Executive Director grants an extension under Section 13, will constitute a violation of this Consent Agreement and shall result in Respondents being liable for stipulated penalties in the amount of \$2,000 per day per violation. Respondents shall pay stipulated penalties regardless of whether Respondents have subsequently complied. If Respondents violate this Consent Agreement, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the Commission to seek any other remedies available, including imposition of civil penalties and other remedies pursuant to Public Resources Code Sections 30820, 30821, 30821.6, or 30822 as a result of the lack of compliance with the Consent Agreement and for the underlying Coastal Act violations described herein.

17. SETTLEMENT OF CLAIMS

The Commission and Respondent agree that this Consent Agreement settles the Commission's monetary claims for relief from Respondent for the violations of the Coastal Act specified in Section 5.2, above, occurring prior to the date of this Consent Agreement, (specifically including claims for civil penalties, fines, or damages under the Coastal Act, including under PRC Sections 30805, 30820, 30821, and 30822), provided that the Public Access Plan in Section 6 is submitted and fully implemented, and the obligations in Section 16 are fully satisfied, respectively, and with the exception that, if Respondent fails to comply with any term or condition of this Consent Agreement, the Commission may seek monetary or other claims for both the underlying violations of the Coastal Act and for the violation of this Consent Agreement. In addition, this Consent Agreement does not limit the Commission from taking enforcement action due to Coastal Act violations on the Leased Tidelands or elsewhere, other than those specified herein.

18. LIMITATION OF AUTHORITY

- 18.1 Except as expressly provided herein, nothing in this Consent Agreement shall limit or restrict the exercise of the Commission's enforcement authority pursuant to Chapter 9 of the Coastal Act (PRC Sections 30800 to 30824), including the authority to require and enforce compliance with this Consent Agreement and the authority to take enforcement action regarding Coastal Act violations beyond those that are specified in Section 5.2, above. Failure to enforce any provision of this Consent Agreement shall not serve as a waiver of the ability to enforce those provisions, or any others, at a later time.
- 18.2 Correspondingly, Respondent has entered into this Consent Agreement and agreed not to contest the factual and legal bases for issuance of this Consent

Agreement, and the enforcement thereof according to its terms. Respondent has agreed not to, and shall not, contest the Commission's jurisdiction to issue and enforce this Consent Agreement.

19. SEVERABILITY

Should any provision of this Consent Agreement be found invalid, void or unenforceable, such illegality or unenforceability shall not invalidate the whole, but this Consent Agreement shall be construed as if the provision(s) containing the illegal or unenforceable part were not a part hereof.

20. GOVERNMENT LIABILITIES

Neither the State of California, the Commission, nor its employees shall be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent in carrying out activities pursuant to this Consent Agreement, nor shall the State of California, the Commission or its employees be held as a party to any contract entered into by Respondent in carrying out activities pursuant to this Consent Agreement.

21. GOVERNMENT JURISDICTION

This Consent Agreement shall be interpreted, construed, governed, and enforced under and pursuant to the laws of the State of California.

22. SUCCESSORS AND ASSIGNS

This Consent Agreement shall run with Campland LLC's April 25, 2017 lease or Northeast MB LLC's July 1, 2019 lease, and any extensions of said leases, as well as any future leases held by Respondent over any area of the Leased Tidelands, binding Respondent and all successors in interest, lessees, sublessees, heirs, and assigns of Respondent or of Campland LLC's April 25, 2017 lease or Northeast MB LLC's July 1, 2019 lease. This Consent Agreement binds the parties listed in Section 3, and Respondent is responsible for the work required by this Consent Agreement. This Consent Agreement constitutes both an administrative order issued to Respondent personally and a contractual obligation between Respondent and the Commission, and therefore shall remain in effect and binding upon Respondent until all terms and conditions are fulfilled, regardless of whether Respondent leases the Leased Tidelands or has a financial interest in the Leased Tidelands or any other property within the Coastal Zone.

23. MODIFICATIONS AND AMENDMENTS

Minor, non-substantive modifications to this Consent Agreement may be made subject to agreement between the Executive Director and Respondents. Otherwise, except as provided for in Section 12, above, this Consent Agreement may be amended or

modified only in accordance with the standards and procedures set forth in Sections 13188(b) and 13197 of Title 14 of the California Code of Regulations.

24. INTEGRATION

This Consent Agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified except as provided in this Consent Agreement.

25. CERTIFICATION OF AUTHORITY

The person(s) who sign this document on behalf of Campland LLC, Northeast MB LLC and their managers Gelfand Properties LLC, and Terra Vista Management, Inc., attests that they have the legal authority to bind these entities and represents that the aforementioned entities lease and/or manage the Leased Tidelands as defined in Section 5.3, above.

26. COMPLIANCE WITH OTHER LAWS

All work to be done under this Consent Agreement shall be done in compliance with all other applicable laws.

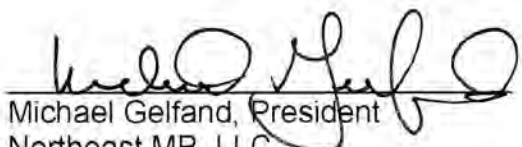
27. STIPULATION

Respondent acknowledges, represents, and declares that they have carefully read this Consent Agreement, knows the content and executes the same voluntarily and without duress or pressure. Respondent and their respective counsel have reviewed this Consent Agreement, and the rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting party will not be employed in the interpretation of this Consent Agreement. Respondent understands that their consent is final and stipulates to issuance of this Consent Agreement by the Commission.

IT IS SO STIPULATED AND AGREED: On behalf of Respondent:


Michael Gelfand, President
Campland, LLC

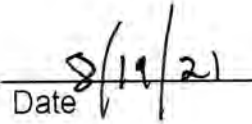
8/19/21
Date


Michael Gelfand, President
Northeast MB, LLC

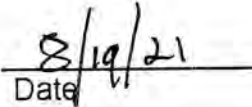
8/19/21
Date

Consent Cease and Desist Order No. CCC-21-CD-01, and
Consent Administrative Penalty CCC-21-AP-01 (Terra Vista Management, Inc.)


Michael Gelfand, President
Gelfand Properties, LLC, Manager


Date


Michael Gelfand, President
Terra Vista Management, Inc.,
Manager


Date

Executed in _____ on behalf of the California Coastal Commission:

John Ainsworth, Executive Director

Date