

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

**JOINT POWERS AUTHORITY  
BOARD OF DIRECTORS**

Chair Jill MacDonald  
Solana Beach City Council

Vice-Chair Chris Khoury  
Citizens Advisory Committee

Joe LaCava  
San Diego City Council

Marni von Wilpert  
San Diego City Council

Joel Anderson  
Supervisor, County of San Diego

Terra Lawson-Remer  
Supervisor, County of San Diego

Terry Gaasterland  
Del Mar City Council

Consuelo Martinez  
Escondido City Council

Jenny Maeda  
Poway City Council

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

Shawna Anderson  
Executive Director

**SAN DIEGUITO RIVER PARK  
JOINT POWERS AUTHORITY**

**11:00 a.m.**

**Friday, September 19, 2025  
County Administration Center  
1600 Pacific Highway, San Diego  
Room 302A**

Speaker slips will be available. Please fill out a slip and give it to the Chair prior to the meeting if you wish to speak about an item on the agenda. The Board may act on any item listed on the Consent or Action Agenda.

Introductions and Announcements

Pledge of Allegiance

Approval of the Minutes of July 18, 2025 (Page 3-8)

Executive Director's Report

CAC Report

**Public Comment**

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

## DISCUSSION/ACTION

1. Caltrans Mitigation Property Transfer (Page 9-38)
2. FY24-25 Year End Budget Report (Page 39-42)
3. Status of Proposed Removal of Deed Restrictions on City of San Diego Open Space (Oral)
4. Status of Horsepark Trail Bridge (Oral)

## INFORMATION

5. Project Status Updates
  - a. Osuna Segment of Coast to Crest Trail
  - b. Reach the Beach Fairgrounds Trail and Gateway
  - c. San Dieguito Lagoon Phase II Restoration (aka W-19)
  - d. CTC Trail - East San Pasqual and Sutherland Gaps Project
6. Coordination Reports (oral)
  - a. San Dieguito River Valley Conservancy
  - b. Friends of the San Dieguito River Valley
  - c. Volcan Mountain Foundation
  - d. San Dieguito Lagoon Committee
7. Jurisdictional Status Reports (oral)

An opportunity for the Board members to report on actions taken within their jurisdiction to further the park planning process.
8. Correspondence –
  - a. JPA 7/24/2025 letter to City of San Diego re Removal of Deed Restrictions on City Owned Open Space (Page 43-45)
  - b. JPA LOSSAN NOP Letter (Page 46-50)
9. Closed session with Legal Counsel: - None

THE NEXT REGULAR JPA MEETING will be held on October 17, 2025 **in room #302A**. If you have any questions, please contact Dewanda Vandermost at [dewanda@sdrp.org](mailto:dewanda@sdrp.org) or (858)674-2270

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**SAN DIEGUITO RIVER PARK  
JOINT POWERS AUTHORITY  
Minutes of July 18, 2025**

**MEMBERS PRESENT**

Jill MacDonald - Chair  
Chris Khoury – Vice Chair  
Brian Elliot, Alternate  
Consuelo Martinez  
Andrew Hayes, Alternate  
Jenny Maeda  
Terry Gaasterland

**MEMBERS ABSENT**

Terra Lawson-Remer  
Marni von Wilpert  
Dustin Fuller

**VISITORS/STAFF PRESENT**

Shawna Anderson  
Dewanda Vandermost  
Nathan Lacy  
Wayne Brechtel  
Lizzy Bendrick  
Kristina Leyva  
Karen Lare  
Udo Wahn  
Polly Wheatley  
Beth Nelson  
Rick Leyva  
Jeff Carmel  
Trista Garcia Silvia  
John Davis  
Jeff Meyer  
Barbara Casino

**REPRESENTING**

City of Solana Beach  
Citizens Advisory Committee  
City of San Diego District 1  
City of Escondido  
County of San Diego Dist. 2  
City of Poway  
City of Del Mar

**REPRESENTING**

County of San Diego Dist. 3  
City of San Diego Dist. 5  
22nd Agricultural District, Ex Officio

**REPRESENTING**

San Dieguito River Park JPA  
San Dieguito River Park JPA  
San Dieguito River Park JPA  
San Dieguito River Park JPA, General Counsel  
County Parks & Recreation Department  
Friends of San Dieguito River Valley  
Del Mar Lagoon Committee  
Del Mar Lagoon Committee  
Friends of San Dieguito River Valley  
San Dieguito Planning Group  
Resident  
Friends of San Dieguito River Valley  
San Diego ASLA  
Rancho Santa Fe Resident  
Southwest Strategies Group  
Del Mar Resident

**Introduction and Announcements:**

Chair MacDonald convened the meeting at 11:08 a.m. A roll call was taken and a quorum of six board members were present to begin the meeting. Chair MacDonald dedicated the meeting to the memory of Maggie Brown, a long-time member of the Citizen's Advisory Committee and the President of the Friends of the San Dieguito River Valley.

**Pledge of Allegiance**

**Approval of the Minutes of June 20, 2025**

Board Member Martinez moved to approve the minutes and Board Member Khoury seconded the motion. All in favor.

Yes votes: MacDonald, Khoury, Gaasterland, Martinez, Elliot, Maeda, Hayes

No votes: None

Absent: Lawson-Remer, von Wilpert

Abstain: None

**Executive Director's Report**

Executive Director Anderson reported that the 22nd District Agricultural Association resumed the Fairgrounds 2050 Master Plan according to the newspaper and that public outreach efforts have started with presentations being scheduled with local city councils, including those of Solana Beach and Del Mar.

Anderson stated that the JPA has a vested interest in the outcomes of the Master Plan and recommended that the JPA formally invite representatives from the 22nd District Agricultural Association to present at a future JPA meeting. Chair McDonald and other Board Members expressed strong support for this recommendation, emphasizing the importance of the JPA's inclusion in ongoing discussions and outreach efforts related to the Master Plan.

The Board agreed that a presentation from the 22nd Agricultural District representatives during the fall would be beneficial and will inquire about scheduling.

**CAC Chair's Report** – Board Member Khoury stated that the Citizens Advisory Committee (CAC) did not meet in July due to the Independence Day holiday; therefore, no report was presented.

**Public Comment** – None

**DISCUSSION/ACTION**

**1. Potential Termination of Open Space Easement Grant Deed on Polo Fields**

**Recommendation: Oppose City of San Diego's proposed termination of Open Space land use restrictions on Polo Fields site and authorize Executive Director Anderson to testify at Council hearing.**

Chair McDonald introduced the item regarding the City of San Diego's potential termination of the Open Space Easement Grant Deed for the area commonly known as the Polo Fields, also referred to as the Surf Cup Fields. The property lies within the JPA's Focused Planning Area and includes a segment of the Coast to Crest Trail alignment adjacent to the river.

City of San Diego Board Member Alternate Brian Elliot, representing the City of San Diego, disclosed that due to the item being subject to active litigation and pending City Council action, he would recuse himself and temporarily exited the meeting. Meeting resumed after Elliot's exit.

Executive Director Anderson presented a report recommending that the JPA oppose the City of San Diego's proposed termination of open space land use restrictions on the City's open space property including the Surf Cup lease area (formerly Polo Fields) and adjacent open space designated in the Fairbanks Ranch Country Club Specific Plan. Anderson further recommended that the Board authorize the submission of a formal letter of opposition and public testimony at an upcoming City Council hearing.

The 616-acre site, located within the San Dieguito River Park planning area, is designated for natural and recreational open space. The proposed termination is linked to ongoing litigation and would remove long-standing protections without meaningful public input. Executive Director Anderson emphasized the JPA's consistent advocacy for preserving the site's open space character, noting that the property has been the subject of multiple investigations and lawsuits due to land use violations and that lease restrictions aren't being enforced. The City's current proposal contradicts commitments made in 1983 and may undermine CEQA mitigation tied to surrounding development.

A visual presentation illustrated the site's location and its proximity to sensitive habitats, including 1.3 miles of river frontage and a critical wildlife corridor. Anderson noted that public access remains limited, and the Coast to Crest Trail is still incomplete nine years after the Surf Cup lease was signed and alignment is subject to erosion and exposure adjacent to noise and pollution.

Anderson also referenced a 2012 City action to dedicate City owned open space property as parkland, including the subject site, which failed despite broad support, due to a City Attorney opinion regarding previous lease terms. Anderson warned that without the deed restrictions, the land could be used for many uses not open space, or rezoned for future development,

Executive Director Anderson recommended that she be authorized to:

- Submit a formal letter of opposition to the City Council and Mayor.
- Provide public testimony at the scheduled hearing.
- Advocate for a transparent public process and long-term vision for the site consistent with the San Dieguito River Park Concept Plan.

Executive Director Anderson concluded that removing the land use restrictions would eliminate enforcement authority, reduce public accountability, and jeopardize the ecological integrity and recreational value of the site.

#### **Public Comment-**

Public comment was received from several community members and organizational representatives, all expressing strong opposition to the City of San Diego's proposed termination of open space land use restrictions on the open space property.

**Karen Lare**, local resident and member of the Del Mar Lagoon Committee, thanked the Board for addressing the issue and described the proposal as a "land grab." She supported the JPA's position and criticized the City's failure to enforce grant deed restrictions, citing excessive use of the site incompatible with its open space designation.

**Beth Nelson**, member of the San Dieguito Planning Group and Rancho Santa Fe resident, described the transformation of the site into a commercial sports venue. She raised concerns about the lack of environmental review, traffic congestion, and public safety risks, referencing a recent Surf Cup event that coincided with a brush fire.

**Jeff Carmel**, board member of Friends of the San Dieguito River Valley, condemned the City's actions as a "backroom deal" and alleged collaboration between Deputy City Attorney and Surf Cup Sports to bypass legal protections. He emphasized the original intent of the 1983 deed and called for the JPA to defend the open space designation.

**Polly Wheatley**, also representing Friends of the San Dieguito River Valley, urged the JPA to oppose the termination in the strongest terms and requested authorization for the Executive Director to testify at the upcoming City Council hearing. She spoke in memory of Maggie Brown and reaffirmed the organization's commitment to protecting the River Valley.

**Kristina Leyva**, board member of Friends of the San Dieguito River Valley, echoed concerns about the lessee's repeated violations and questioned the City's motivations. She highlighted public safety risks, including emergency access limitations during large events, and supported the JPA's opposition and Executive Director testimony.

**John Davis**, Rancho Santa Fe resident, expressed personal and historical ties to the area and opposed any changes to the 1983 deed. He cited environmental and safety concerns, including flood risk, habitat sensitivity, and zoning protections. He warned that removing restrictions would breach public trust and enable incompatible commercial activity.

**Dr. Udo Wahn**, Del Mar resident, frequent user of the Coast to Crest trail, and member of the Del Mar Lagoon Committee, supported previous comments and emphasized the need to hold Surf Cup Sports accountable for trail improvements and open space commitments. He voiced strong support for the JPA's position.

Beth Nelson returned to the podium to provide an additional comment. She noted that while CEQA protections had been discussed, there is pending legislation in Sacramento that could significantly weaken those protections making it even more critical to uphold the existing grant deed restrictions on the Surf Cup Fields property.

A local resident inquired about the impact of a proposed El Camino Real realignment on Coastal Commission jurisdiction. It was clarified that the coastal zone boundary is fixed and does not change with road realignments unless formally amended.

Another speaker raised concerns about flood risk and recommended delaying changes to the easement. They also suggested submitting a letter to the editor to raise public awareness about the potential public cost of removing deed restrictions.

Chair MacDonald thanked all attendees for their participation and thoughtful input. She emphasized the significance of the discussion and the shared commitment to protecting the San Dieguito River Valley. Chair MacDonald announced that she would attend the upcoming City Council hearing to formally oppose the City of San Diego's proposed termination of the Open Space Grant Deed land use restrictions.

Board Member Martinez moved to authorize the Executive Director to prepare and submit a letter opposing the potential termination of the Open Space Easement Grant Deed restrictions by the City of San Diego to the City Council and provide public testimony at the Council hearing. Board Member Gaasterland seconded the motion. The motion was amended to add that the JPA grant the Executive Director and Board Chair MacDonald discretion to issue a letter to the editor if deemed appropriate, without requiring further board action. The amended motion was accepted by both the original mover and the seconder.

All in favor.

Yes votes: MacDonald, Khoury, Gaasterland, Martinez, Maeda, Hayes

No votes: None

Absent: Lawson-Remer, von Wilpert, Elliot

Abstain: None

2. **Update on Coast to Crest Trail at Horsepark (Oral Report)**

**Recommendation: None**

Executive Director Anderson provided an update on the Coast to Crest Trail at Horse Park. The previously washed-out section has been repaired, and native vegetation will be replanted along the riverbank to restore lost habitat.

A separate issue remains with a sinking trail bridge caused by a failed culvert that undermined the bridge foundation. A temporary detour, approximately three feet wide, has been implemented in coordination with the Horse Park operator (HITS) and is now open to the public. New signage has been installed, including messages encouraging respect for equestrian operations.

Executive Director Anderson reported that the culvert remains a concern due to ongoing erosion. The JPA is exploring two potential solutions:

1. Full bridge replacement with a longer span not requiring foundations.
2. Connecting two existing bridge segments to bypass the damaged area.

Cost estimates are being developed, and the JPA plans to present options to the 22<sup>nd</sup> Agricultural District, which is responsible for the failed culvert, and seek full or partial funding.

Legal counsel noted that the JPA is shifting to a proactive approach by presenting specific solutions to facilitate cooperation. Future erosion along the trail may require relocating the trail within the HITS leasehold, which will involve further coordination.

**Public Comment-** None

**INFORMATION**

3. **Project Status Updates**

- a) **Osuna Segment of Coast to Crest Trail** –Executive Director Anderson reported that the project is experiencing delays due to complications involving an underground recycled water pipeline. The pipeline is located approximately 50 feet below ground, and its exact location is unknown, complicating the placement of bridge piers, which must reach a depth of 90 feet. JPA Staff is working with Olivenhain Municipal Water District to explore solutions.
- b) **Reach the Beach Fairgrounds Trail** – No report
- c) **San Dieguito Lagoon Phase II Restoration (aka W-19)** – No report
- d) **CTC Trail – East San Pasqual and Sutherland Gaps Project** – Progress continues on planning and design for the two trail gaps. JPA Staff are preparing CEQA documentation and have held multiple meetings with stakeholders and County officials regarding permitting and process requirements. Updates will be provided as plans become more defined.

6. **Coordination Reports (oral)**

- a. **San Dieguito River Valley Conservancy** – No report
- b. **Friends of the San Dieguito River Valley**- Jeff Carmel reiterated concerns regarding the absence of a state-mandated disaster evacuation plan for the Surf Cup Sports operation. He noted that the issue had been raised with City staff multiple times over the past six months without receiving a response. Mr. Carmel emphasized that Surf Cup hosts thousands of visitors

daily and are located in both flood and fire zones, making the lack of an evacuation plan a serious public safety issue.

JPA San Diego Board Member Alternate Brian Elliot confirmed that the Fire Department had been contacted about the matter and a response was still pending.

- c. **Volcan Mountain Foundation** – No report
- d. **San Dieguito Lagoon Committee** – Karen Lare reported ongoing coordination with the City of Del Mar and partner agencies to address illegal fishing, trash, trespassing, and habitat impacts. The Committee plans to recommend updated fishing regulations and signage to the City Council. Ms. Lare encouraged use of the San Dieguito River Valley Conservancy's hotline to report violations.

7. **Jurisdictional Status Reports** –

City of Escondido: Condolences were expressed for Maggie Brown; commitment made to share JPA updates with City Council and subcommittees.

City of Poway and others: Members echoed appreciation for Maggie Brown's legacy.

City of Solana Beach: Emphasized transparency and public awareness regarding Surf Cup Fields discussions.

Citizens Advisory Committee: Expressed condolences and support for continuing Maggie Brown's legacy through JPA efforts.

8. **Correspondence** – None

Chair MacDonald adjourned the meeting at 12:38 p.m.

# Agenda Item 1

## September 19, 2025

**TO:** JPA Board

**FROM:** Staff

**SUBJECT:** Transfer of Ownership of Caltrans I5 Mitigation Site

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**RECOMMENDATION:**

Approve staff's recommendation to accept ownership of Caltrans I5 mitigation parcel and authorize the Executive Director to take any and all further actions to complete the transaction.

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**SITUATION:**

The subject 23-acre parcel is located east of Interstate 5 on the south side of San Dieguito Lagoon and adjacent to the W-19 lagoon restoration project (Attachments 1 and 2). The property, also known as the Dean mitigation site, was used by Caltrans as mitigation for I-5 improvements. In 2016, the JPA and SANDAG signed a contract agreement establishing the JPA as the long-term manager of the mitigation site with an endowment for long-term management (Attachment 3, item #3). However, the agreement does not address transferring ownership to the JPA and therefore staff is requesting Board approval to accept fee title to the property.

**Background and Details**

JPA has anticipated managing the subject parcel since the agreement was signed in 2016. A \$270,000 endowment was provided to the JPA in 2017 and is held in a non-wasting investment account at the Rancho Santa Fe Association with a current balance of \$461,591 to fund long-term maintenance and management of the mitigation site in accordance with the Dean Mitigation Site Long Term Management Plan (LTMP; 2016). The endowment will generate income for management expenses per the approved PAR. The agreement with SANDAG authorized JPA to hold but not use the funds until after the LTMP is finalized and JPA's management obligations commence.

Caltrans received sign off on its mitigation obligation in 2020. Draft documents to transfer the property to the JPA including a conservation easement and land transfer agreement were recently reviewed and deemed acceptable by staff and JPA General Counsel (Attachment 4). The final documents require approval from the California Transportation Commission, anticipated in January 2026. At that point, documents would be signed and notarized and JPA management obligation would start.

Long term management responsibilities for the JPA will include plant and species surveys and monitoring, overall site monitoring, litter and weed control, fence repair, adaptive

## **Agenda Item 1**

### **September 19, 2025**

management, and annual reporting. Property ownership would add some additional responsibility although it is not anticipated to be much beyond the JPA's existing long-term management obligations. The JPA owns several hundred acres of land in the vicinity such as the recently donated Cooper property next to El Camino Real only a short distance away from the Caltrans parcel, as well as property associated with the lagoon restoration projects and has trail management responsibilities in the area as well. JPA rangers already patrol and manage the area on a daily basis.

Staff recommends that your Board direct staff to proceed with all required actions to conduct the property transfer.

Respectfully submitted,

Shawna Anderson  
Executive Director

Attachment 1: Mitigation Site Location Map

Attachment 2: Site Photos

Attachment 3: SANDAG/JPA Contract Agreement, Amendment 2, May 16, 2016

Attachment 4: Land Transfer Agreement and Conservation Easement



Figure 1. Dean Mitigation Site  
Page 11



**CALTRANS MITIGATION SITE PHOTOS:**



**AMENDMENT NO. 2 TO SANDAG CONTRACT NUMBER 5001331**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO ASSOCIATION  
OF GOVERNMENTS AND THE SAN DIEGUITO RIVER VALLEY  
REGIONAL OPEN SPACE PARK JOINT POWERS AUTHORITY**

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This Second Amendment ("Amendment No. 2") to SANDAG Contract No. 5001331, Agreement Regarding Restoration of Land Within the San Dieguito River Valley dated October 15, 2009, ("Agreement") is made this 16<sup>th</sup> day of May, 2016, by and between the San Diego Association of Governments ("SANDAG") and the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, a local government agency ("JPA").

- A. The Agreement has a seven-year term that will expire on or about October 15, 2016.
- B. This Amendment No. 2: (i) extends the Agreement an additional seven years, (ii) provides for payment of additional compensation to the JPA to address obligations to the California Coastal Conservancy with regard to the purchase of a portion of the W-19 Mitigation Property and otherwise ensure the land remains available for restoration, (iii) clarifies SANDAG's discretion to allocate mitigation credits, and (iv) provides funding for the JPA's management of the Dean Family Trust I mitigation property owned by Caltrans within the San Dieguito River Valley,

NOW, THEREFORE, it is agreed as follows:

1. The term of performance for this Amendment No. 2 to the Memorandum of Understanding (MOU) shall commence on October 16, 2016, and continue until October 15, 2023, or until such time as the JPA approves a Restoration Project, whichever occurs first.
2. Upon the signing of this Amendment No. 2, SANDAG shall pay the JPA Three Hundred Fifty-Seven Thousand Four Hundred Dollars (\$357,400.00), as compensation for the extended term and for use by JPA to satisfy any obligations it has to the California Coastal Conservancy with regard to the use of the Mitigation Property by SANDAG.
3. Upon the signing of this Amendment No. 2, SANDAG shall pay the JPA an additional one-time payment of Two Hundred Fifty-Seven Thousand Seventy-Nine Dollars (\$257,079) for the ongoing management of the property known as the Dean Mitigation Site located in the boundaries of the San Dieguito River Valley ("Management Funds"). The Dean property was used as mitigation by Caltrans for the North Coast Corridor Project and will be managed by the JPA pursuant to the Long-Term Management Plan dated September 2015 ("Management Plan"), attached to this amendment as Attachment 1, subject to final revisions and final approval by Caltrans and the JPA. The JPA shall hold, but not use any of the Management Funds until after the Management Plan has received final approval and JPA's management obligations commence. If, for any reason, the Management Plan does not receive final approval by the JPA or Caltrans, the Management Funds shall be returned to SANDAG.

4. SANDAG and JPA agree that, subject to SCE's restoration rights in Section II of the Agreement, SANDAG shall have sole discretion to determine which projects and/or entities shall receive and assign mitigation credits from a completed Restoration Project.

5. Except as set forth herein, all other provisions of the Agreement, as amended by Amendment No. 1, shall remain in full force and effect.

6. This Amendment No. 2 may be executed and delivered by scan or facsimile signature and such signature shall be treated as an original. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, these parties have executed this Amendment No. 2 effective this 16<sup>th</sup> day of May, 2016.

SAN DIEGUITO RIVER VALLEY REGIONAL  
OPEN SPACE PARK JOINT POWERS  
AUTHORITY

  
\_\_\_\_\_  
**KEVIN MCKERNAN**  
Executive Director

APPROVED AS TO SUFFICIENCY OF FORM AND  
LEGALITY

WORDEN WILLIAM APLC

  
\_\_\_\_\_  
**D. WAYNE BRECHTEL, ESQ.**  
General Counsel

SAN DIEGO ASSOCIATION OF GOVERNMENTS

  
\_\_\_\_\_  
**GARY L. GALLEGOS**  
Executive Director or Designee

APPROVED AS TO SUFFICIENCY OF FORM AND  
LEGALITY:

  
\_\_\_\_\_  
**Office of General Counsel, SANDAG**

Recorded at the request of:

**STATE OF CALIFORNIA**

When recorded mail to:

Department of Transportation  
District 11/Region Right of Way- Mitigation  
4050 Taylor Street  
San Diego, CA 92110

FEE Exempt Gov. Agency  
R & T Code: 11922, 11928, 11929

Documentary Transfer Tax \$ -0-  
Calif. Department of Transportation \_\_\_\_\_

Space above this line for Recorder's Use

## MITIGATION and LAND TRANSFER AGREEMENT

This Mitigation Land Transfer Agreement "AGREEMENT" is entered into on July 9, 2025 by and between the State of California, acting by and through its Department of Transportation "CALTRANS", the San Dieguito River Valley Regional Open Space Park Joint Powers Authority "JPA" and the San Diego Association of Governments (SANDAG), hereafter collectively referred to as the "PARTIES".

### RECITALS

- A. The PARTIES have the legal authority granted by California Government Code Sections 65965, 65966, 65967 and 65968 to enter into this mitigation and land transfer agreement "AGREEMENT", subject to approval by the California Transportation Commission "CTC", the JPA Board of Directors, and the SANDAG Board of Directors.
- B. CALTRANS is the project proponent of, and has completed the Dean Mitigation Site as a component of the Resource Enhancement and Mitigation Program "REMP" identified in the Public Works Plan/Transportation and Resource Enhancement Program "PWP/TREP" for the North Coast Corridor.
- C. CALTRANS must fulfill compensatory "MITIGATION REQUIREMENTS" as stated in the REMP, and U. S. Fish and Wildlife Service (USFWS) Biological Opinion FWS-SDG-08B0100-12F0547 dated December 31, 2012, referred to herein as "PERMIT[S]", attached as Exhibit A, in order to provide mitigation for the IMPACTS of this PROJECT and Los Angeles to San Diego "LOSSAN" rail projects in the North Coast Corridor.
- D. CALTRANS holds title to 23.12 acres of real property "PROPERTY". However, only 22.16 acres of "CONSERVED LAND" will be transferred as described in Exhibit "B". The remainder of the PROPERTY as identified as San Diego County Assessor's

Parcel Number 304-090-02 and as more particularly described in Director's Deed  
Parcel Number 34329-1 will be retained by Caltrans for future expansion of I-5.

- E. The CONSERVED LAND possesses or has the capability of possessing, without limitation, wildlife habitat, ecological, scientific, natural, aesthetic and open space values, more specifically, coastal sage scrub and California gnatcatcher-occupied habitat referred to herein as the "CONSERVATION VALUES".
- The PARTIES desire to provide for the direct protection of the CONSERVED LAND and to prevent any use of the CONSERVED LAND which may impair or interfere with the CONSERVATION VALUES. The PARTIES hereto desire and intend that the CONSERVED LAND be permanently restricted for the direct protection into perpetuity of land, water, and natural resources, including but not limited to, the Coastal California gnatcatcher (*Poliioptila californica*, CAGN).
- F. The JPA is qualified to hold the CONSERVED LAND and the endowment described below and desires to be responsible for long-term controlling, monitoring and managing, hereinafter referred to as "STEWARDSHIP" of the CONSERVED LAND, into perpetuity, in order to preserve and protect the CONSERVATION VALUES, as described in the Long Term Management Plan (LTMP) attached as Exhibit "C" and as described in California Government Code Title 7, Division 1, Chapter 4.6, section 65965, *et seq.*
- G. To fully satisfy the MITIGATION REQUIREMENTS for the PROJECT, Caltrans "Grantor" shall grant the conservation easement to SANDAG as the "Grantee". Subsequently, CALTRANS shall convey fee title of the CONSERVED LAND to the JPA as the "Owner," consistent with the purposes and terms of this AGREEMENT.

SANDAG, consistent with Government Code section 65965, subdivision (a), has provided a one-time, lump sum payment, referred to as the "ENDOWMENT", in the amount of two hundred fifty-seven thousand and seventy nine dollars (\$257,079) to the JPA, for the required STEWARDSHIP of the CONSERVED LAND, into perpetuity, in accordance with the Endowment Agreement (attached as Exhibit D). This Total Contribution includes no Federal Funding.

This amount consists of the sum of (i) zero Dollars (\$0), for the JPA initial administrative and capital costs and (ii) zero Dollars (\$0) as the initial stewardship costs within the meaning of Government Code section 65966, subdivision (h) and, (iii) two hundred fifty-seven thousand and seventy nine dollars (\$257,079) as the ENDOWMENT, for STEWARDSHIP. The PROPERTY is already established and has been approved by USFWS and the California Coastal Commission (CCC) as meeting all the mitigation success criteria and will be maintained as such until transfer to the JPA.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for good and valuable consideration, the PARTIES agree as follows:

1. The forgoing recitals are material terms as if restated here.
2. All obligations of CALTRANS under the terms of this AGREEMENT, are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission ("CTC").
3. All applicable laws, rules and policies relating to the use of state funds shall apply notwithstanding any other provisions of this Agreement.
4. Upon the approval by the CTC:
  - a. CALTRANS shall grant to SANDAG a Director's Deed Conservation Easement ("CONSERVATION EASEMENT") containing 22.16 acres and identified as and attached as Exhibit "E (Recordation number \_\_\_\_\_) attached hereto and made part of this AGREEMENT.
  - b. CALTRANS shall subsequently grant to the JPA a Director's Deed ("DEED") containing 22.16 acres and identified as DD-34329-MIT in Exhibit "B" attached hereto and made part of this AGREEMENT
  - c. The DEED will be recorded following the recordation of the CONSERVATION EASEMENT referenced in paragraph (a) above.
  - d. The CONSERVATION EASEMENT will remain a burden on the PROPERTY in perpetuity in order to protect the CONSERVATION VALUES and MITIGATION REQUIREMENTS.

SANDAG has fully funded the required endowment for the CONSERVATION EASEMENT.

This AGREEMENT shall act as joint escrow instructions. The PARTIES agree to take all reasonable steps, and to execute any additional required documents, necessary to achieve the stated goals of this AGREEMENT.

5. The CONSERVATION EASEMENT, PERMITS and LTMP are collectively referred to herein as the "HABITAT DOCUMENTS."
6. The HABITAT DOCUMENTS require funding a permanent ENDOWMENT for the STEWARDSHIP of the PROPERTY in perpetuity. SANDAG and the JPA have

executed an ENDOWMENT AGREEMENT, identified as Exhibit "D", and attached hereto and made part of this AGREEMENT. The ENDOWMENT AGREEMENT specifies the initial capital and ongoing costs for the STEWARDSHIP of the PROPERTY.

7. The JPA agrees to obtain any and all applicable environmental approvals, agreements or permits which may be required for activities associated with the STEWARDSHIP of the PROPERTY or to fully comply with any terms and conditions of this AGREEMENT or the ENDOWMENT AGREEMENT.
8. The JPA may transfer or assign its rights and obligations set forth in the CONSERVATION EASEMENT and ENDOWMENT AGREEMENT only with the prior written consent of SANDAG and the PERMIT-issuing agencies and only if the transferee is qualified to accept said rights, obligations and funds within the meaning of Title 7, Division 1, Chapter 4.6, of the California Government Code and agrees to fulfill and be responsible for all the duties and responsibilities of the JPA under this AGREEMENT. If the JPA transfers or assigns its rights and obligations relating to the PROPERTY, the JPA shall (at the time of transfer or assignment) also transfer all remaining ENDOWMENT funds to the transferee (including all interest accrued thereon); the JPA shall remain fully liable for its duties and responsibilities prior to transfer. In addition to the required qualifications state above, in the event the JPA merges with another entity, the new entity must also be qualified to hold the ENDOWMENT and/or CONSERVATION EASEMENT within the meaning of Division 2, Part 2, Title 2, Chapter 4 of the California Civil Code, beginning with section 815. The new entity will provide SANDAG with documentation of such qualifications and allow SANDAG 30 days to review continued STEWARDSHIP of the PROPERTY. The new entity must be approved by SANDAG prior to taking over stewardship of the site from the JPA.
9. In the event that SANDAG does not consent to the new entity continuing STEWARDSHIP of the property, then future STEWARDSHIP shall be handled pursuant to Paragraph 11 of this AGREEMENT relating to Reversion.
10. The JPA may transfer or assign its rights and obligations set forth in the DEED only with the prior written consent of SANDAG and the PERMIT-issuing agencies. If the JPA transfers or assigns its rights and obligations in the PROPERTY, the JPA shall, at the time of the transfer or assignment, also transfer all remaining ENDOWMENT to the transferee only if the transferee agrees to fulfill and be responsible for all the duties and responsibilities of JPA under this AGREEMENT, and the JPA shall remain fully liable for its duties and responsibilities prior to transfer.
11. REVERSION. The JPA agrees that if, in SANDAG's sole discretion, SANDAG determines the PROPERTY is not being used in accordance with the HABITAT DOCUMENTS or its obligations relating to the STEWARDSHIP of the CONSERVATION VALUES, then the PROPERTY shall revert back to CALTRANS and the remaining portion of the ENDOWMENT, including accrued interest, shall

revert back to SANDAG, or other entity as directed by SANDAG, upon sixty (60) days of SANDAGs' written notice. The JPA may utilize the sixty (60) days following the receipt of such notice to cure the specified default. Timely cure of a specified default may avoid reversion for that default. If a reversion should occur, the JPA shall take all necessary steps and execute any and all necessary documents to effectuate this provision at its own expense.

12. The JPA agrees that in the event of a condemnation action, the PROPERTY shall be transferred to CALTRANS, or other qualified party as directed by CALTRANS, in accordance with the terms of the DEED. In the event of a partial condemnation, the JPA shall retain all of the ENDOWMENT and any income earned thereon for the continued oversight of the conservation easement unless all of the PROPERTY is condemned, and the conservation easement is lawfully terminated. If all of the PROPERTY is condemned and the EASEMENT is terminated, the JPA agrees to pay SANDAG, or other qualified party as directed by SANDAG, whatever remains of the ENDOWMENT and accrued interest thereon, that SANDAG provided to the JPA for the STEWARDSHIP of the PROPERTY and upon such payment, the JPA shall be relieved of, and released from, any and all obligations regarding the PROPERTY and the ENDOWMENT. The JPA shall take all necessary steps and execute any and all necessary paperwork to effectuate this provision at their own expense.
13. If the JPA ever ceases to function as a political subdivision of the State of California, is dissolved, or becomes bankrupt or insolvent, the JPA agrees to assign all of their respective rights and obligations regarding the PROPERTY and the ENDOWMENT, including accrued interest thereon, to an entity or organization qualified for such work under Gov. Code §65965 et seq. that will continue the stewardship of the property in perpetuity, after receiving the written concurrence by SANDAG. Each PARTY shall take all necessary steps and execute any and all necessary documents to effectuate this provision at each PARTY'S own expense.
14. The JPA shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred with respect to the CONSERVATION EASEMENT, ENDOWMENT and PROPERTY, including support data for cost proposals, and to make such materials available at the respective offices of SANDAG at all reasonable times. SANDAG, CALTRANS, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of the JPA that are pertinent to this AGREEMENT or the ENDOWMENT AGREEMENT for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished when requested. Upon termination of the CONSERVATION EASEMENT, the JPA shall transfer such books, records, and documents of the JPA with respect to the CONSERVATION EASEMENT to SANDAG and retain copies of same for JPA's use.

15. CALTRANS has obtained written confirmation from the PERMIT-issuing agencies that all permit requirements regarding the PROPERTY have been satisfied and will provide a copy of such confirmation, if requested, to the JPA as specified in the LTMP.

A Hazardous Waste Assessment, is attached hereto as Exhibit "F" and made part of this AGREEMENT.

It is mutually agreed that the JPA shall fully defend, indemnify and save harmless CALTRANS and all CALTRANS' officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the DEED provided that such indemnity, defense and save harmless obligation shall be inapplicable to any claims, suits, or actions caused by Caltrans' breach of its obligations under this AGREEMENT or arising from or connected with the active negligence of CALTRANS.

16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the JPA and/or their respective agents under or in connection with any work, authority, or jurisdiction conferred upon the JPA under this AGREEMENT. It is understood and agreed that the JPA will fully defend, indemnify, and save harmless CALTRANS and all of CALTRANS' officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the JPA and/or their respective agents under this Agreement; In the event of any breach of this AGREEMENT by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to, this AGREEMENT, each party agrees to pay for its own attorney's fees, costs and expenses, without regard to who ultimately prevails.
17. A failure by either party to enforce any provision of this AGREEMENT shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
18. This AGREEMENT may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the PARTIES, notwithstanding that all of the PARTIES are not a signatory to the original or the same counterpart.
19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made by a formal written amendment executed by the parties hereto and no oral

understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

20. Nothing within the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties who are not parties to this AGREEMENT or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care different from the standard of care imposed by law.
21. All indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement of the PARTIES.
22. Each PARTY to this Agreement warrants that it and the respective signatories have full right and authority to enter into this AGREEMENT and that each party is an authorized legal entity under the laws of the State of California.
23. This AGREEMENT shall be governed by the laws of the State of California without regard to choice of law principles.
24. Written notice required under this AGREEMENT shall be sent by first class mail addressed to the party as provided below:

**Department of Transportation**

4050 Taylor Street  
M.S. - 242  
San Diego, CA 92110  
Attn: Chief, Division of Environmental  
Analysis  
With copy to

**The JPA**

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

Department of Transportation  
4950 Taylor Street  
M.S. - 310  
San Diego, CA 92110  
Attn: Chief, Division of Right of Way

**SANDAG**

1011 Union St., Suite 400  
San Diego, CA 92101  
Attn:

**IN WITNESS WHEREOF**, CALTRANS, SANDAG, and JPA have executed this AGREEMENT as  
of the day and year first above written.

**STATE OF CALIFORNIA  
DEPT OF TRANSPORTATION**

**JPA**

By: \_\_\_\_\_  
Richard Covey  
District Division Chief  
Division of Right of Way

By: \_\_\_\_\_  
Shawna Anderson  
Acting Executive Director  
San Dieguito River Park

**SANDAG**

**As recommended**

By: \_\_\_\_\_  
Mario Orso  
Chief Executive Officer  
SANDAG

By: \_\_\_\_\_  
Keith Greer  
Regional Planning, Deputy Director  
SANDAG

**As recommended**

**Approved as to form and procedure:**

By: \_\_\_\_\_  
**Tracey D'Aoust Roberts**  
Deputy District Director  
Division of Environmental Analysis

By: \_\_\_\_\_  
General Counsel  
D. Wayne Brechtel, esq.  
San Dieguito River Park

**Approved as to form and procedure:**

By: \_\_\_\_\_

**Name**  
Assistant Chief Counsel  
Department of Transportation

By: \_\_\_\_\_

**Name**  
Peter Stevens  
Associate Legal Counsel  
SANDAG

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

San Diego Association of Governments  
Attention: Office of General Counsel  
401 B Street, Suite 800  
San Diego, CA 92101

AND A COPY TO:

San Dieguito River Park JPA  
18372 Sycamore Creek Road  
Escondido, CA 92025  
Attn. Shawna Anderson

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Space Above Line for Recorder's Use Only

**CONSERVATION EASEMENT**  
Dean Mitigation Site

This Conservation Easement Deed is made this 9th day of July, 2025, by the California Department of Transportation (Caltrans) ("Grantor"), in favor of the San Diego Association of Governments, a legislatively created regional government agency ("Grantee" or "SANDAG") and collectively with Grantor, the "Parties"), based on the following facts:

**RECITALS**

A. Grantor is Caltrans, a State government agency, that purchased and restored the habitat on the Dean Mitigation Site.

B. Grantee is a regional government agency (SANDAG) authorized to acquire and hold title to real property and may acquire and hold conservation easements pursuant to California Civil Code Section 815.3(b).

C. Grantor is the sole owner in fee simple of the Dean Mitigation Site ("Property"), consisting of approximately 23.12 acres, located in the City and County of San Diego, State of California, legally described on **Exhibit A** and currently designated by the County Assessor's Office for the County of San Diego as Parcel Number 304-090-02 and Caltrans inventory 34329-1 (Property).

D. Grantor and its successors or assigns intend to conserve and protect a 22.16-acre portion of the Property (**Conserved Area**) in perpetuity. The Conserved Area is legally described and depicted on **Exhibit B** attached hereto and incorporated by this reference but does not include the access road through the southern end of the site.

E. The 0.96 acre portion of the Property not included as part of in the Conserved Area is reserved for future widening of the Interstate 5 North Coast Corridor.

F. The Conserved Area provides, among other things, compensatory mitigation required by the United States Fish and Wildlife Service ("USFWS") Biological Opinion FWS-SDG-08BO0100-12F0547 and California Coastal Commission (Public Works Plan/Transportation Enhancement Restoration Program [PWP/TREP]).

G. In order to effectuate their goals as well as the requirements of the PWP/TREP and related permits, the Parties and the San Dieguito River Valley Regional Open Space Park Joint Powers Authority "JPA" have entered into a Mitigation and Land Transfer Agreement dated July 9, 2025 (MLTA), which is attached as Exhibit "C" and incorporated herein as if fully restated here. This Conservation Easement Deed is intended to effectuate the terms and conditions of the MLTA. To the extent of any conflict between this Conservation Easement Deed and the MLTA, the terms of the MLTA shall take priority.

H. The Conserved Area possesses coastal sage scrub, federally threatened Coastal California gnatcatcher (*Poliophtila californica californica*), endangered Del Mar manzanita (*Arctostaphylos glandulosa* ssp. *crassifolia*), wildlife, and habitat values (collectively, "Conservation Values") of great importance to the people of the State of California, the County of San Diego, Grantor, and Grantee.

I. The Conserved Area is located within a Multiple Habitat Preserve Area of the San Diego Multiple Species Conservation Program.

J. A Long Term Management Plan for the Conserved Area dated May 2016 is attached as Exhibit "D" (Management Plan) and incorporated herein as if fully restated here. The Management Plan anticipates that once the initial restoration work within the Conserved Area has been completed and success criterial have been satisfied, ownership of the Conservation Area will be transferred to JPA, which will assume responsibility for its long-term management.

K. In 2016, Grantee funded a non-wasting endowment to pay for the long term management of the Conserved Area ("Endowment"). The funds were paid to the JPA on May 16, 2016 as part of Memorandum of Understanding 5001331, and were placed in a endowment account consistent with the terms of the funding requirements of the MLTA and Management Plan ("Endowment Account").

L. The initial restoration work within the Conserved Area has been completed and success criterial have been satisfied. Consistent with the Management Plan, Grantor -will transfer title to the Conserved Area to JPA immediately after the recording

of this Conservation Easement Deed, and thereafter, JPA will assume responsibility for the long-term management of the Conserved Area.

Now, therefore, the Parties agree as follows:

**COVENANTS, TERMS, CONDITIONS AND RESERVATIONS**

In consideration of the above recitals, which are incorporated herein as a substantive part of the Conservation Easement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including California Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants, transfers, and conveys to Grantee a Conservation Easement in perpetuity over the Conserved Area of the nature and character and to the extent defined herein as the "Conservation Easement."

1. Purposes. The Purposes of this Conservation Easement are to:

(a) Preserve and protect the conservation values of the Conserved Area Management Plan; and

(b) Ensure that the use and management of the Conserved Area is consistent with the Management Plan, which was Management Plan developed to protect native species and their habitats within the Conserved Area.

2. Grant of Rights to Grantee. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantor hereby grants to Grantee, its successors, assigns, agents, contractors and consultants the following rights:

(a) To preserve and protect the Conservation Values of the Conserved Area;

(b) To enter upon the Conserved Area at any and all times to maintain the rights set forth herein, to monitor compliance with and to enforce the terms and Purposes of this Conservation Easement;

(c) To prevent any activity on, or use of, the Conserved Area which is inconsistent with the Purposes of this Conservation Easement and to require the restoration of such areas or features of the Conserved Area which may be damaged or threatened by any act, failure to act, or any use that is inconsistent with the terms or Purposes of this Conservation Easement;

(d) To protect all mineral, air and water rights necessary and to sustain the biological resources of the Conserved Area, provided that any exercise of such rights by Grantee shall not diminish the baseline condition of the Conserved Area;

(e) The right to transfer, convey, exchange, or assign this Conservation Easement, provided any exercise of such right must preserve the Conserved Area consistent with this Conservation Easement;

(f) The right to enforce the terms and conditions of the Conservation Easement by injunctive or other lawful means;

(g) The right to erect, maintain, and/or remove, at Grantee's expense, signs or other appropriate markers in prominent locations on the Conserved Area, visible from public roads or other adjoining property, bearing information indicating that *TransNet* EMP acquisition funds were used for the purpose of protecting Property's sensitive habitat, and those additional Purposes outlined in this Conservation Easement; and

(h) The right to exercise its discretion in taking any reasonable actions necessary to fulfill the terms and Purposes of this Conservation Easement.

3. Obligations of Grantor. To accomplish the Purposes of this Conservation Easement as described in Section 1, Grantor, its heirs, successors or assigns shall:

(a) Maintain and manage the Conserved Area in accordance with the the terms of this Conservation Easement and the Management Plan. JPA's Trails and Land Manager, or other similarly qualified JPA employee appointed by the Executive Director, is approved to act at the designated Land Manager;

(b) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of Property;

(c) Cooperate with Grantee in protecting the conservation values of Property;

(c) Repair and restore damage to the Conserved Area directly caused by Grantor, Grantor's guests, licensees, permittees, representatives, employees or agents;

(d) Undertake all necessary actions to perfect Grantee's rights under this Conservation Easement; and

(e) Guarantee access to the Conserved Area to Grantee, in perpetuity, for Grantee to accomplish the Grantee's obligations, as set forth in this Conservation Easement;

4. Grantor's Warranties.

(a) Grantor certifies to Grantee that to the Grantor's actual knowledge upon the recordation date of this Conservation Easement Deed, there are no structures or improvements, encroachments, debris or hazardous materials of any kind whatsoever existing on the Conserved Area other than the existing utility access trails and dirt roads identified in the Management Plan, and fencing along the north side of the access road.

(b) The parties acknowledge and agree that continued use, repair, and replacement of the existing improvements as they currently exist for the current uses as they are currently conducted (e.g., fences, gates and dirt access roads) shall be considered uses consistent with the Purposes.

5. Transfer, Assignment, Sale, or Conveyance of Conservation Easement.

Consistent with Government Code Section 65965 *et seq.*, and any amendments thereto, Grantee shall have the right to transfer or assign its rights under this Conservation Easement to any entity qualified under applicable law to hold conservation easements and which assignee or transferee agrees to monitor, enforce, and defend the terms of this Conservation Easement. In the event the transfers, described herein, occur, Grantor, its agents, successors or assigns, agree to cooperate with Grantee in effecting any such transfers.

6. Transfer of Underlying Fee Title. Transfer of the underlying fee title to the Conserved Area to the JPA, which shall assume the rights and obligations of Grantor, is hereby approved. Any future transfer of fee title shall be subject to the following terms and conditions:

(a) Grantor, its heirs, successors and assigns, agree that Grantor shall not transfer the underlying fee title to the Conserved Area subject to the Conservation Easement without first receiving formal written approval from Grantee or its authorized designee, consistent with the MLTA. In the event Grantor wishes to transfer title to the Conserved Area, Grantor assumes responsibility for confirming if any federal, state, or local entity must approve Grantor's transfer of the Conserved Area and for obtaining such approvals if necessary.

(b) The parties to this Conservation Easement agree and acknowledge that the obligations of the Grantor under this Conservation Easement shall only apply to and burden Grantor only while it is the owner of Conserved Area, and that Grantor's obligations and liabilities shall terminate if it should transfer fee title to Conserved Area to an approved third party.

(c) Any reversion of the Conserved Area shall include provisions that ensure the continuation of the Endowment Account and that its funds continue to be

used to fund long-term management of the Conserved Area in accordance with the Management Plan.

(d) If Grantee, or any successor in interest to Grantee, comes to own all or a portion of the fee interest subject to this Conservation Easement, there shall be no express or implied merger by operation of law or otherwise. If any Party should claim such a merger, the Parties agree that any and all terms and conditions of this Conservation Easement shall be deemed covenants and restrictions upon the Conserved Area, which, shall run with the land according to California and/or other applicable law and otherwise exist in perpetuity.

7. Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns and shall constitute a servitude burdening Conserved Area in perpetuity and running in perpetuity with the Conserved Area.

8. Termination of Rights and Obligations. Except as required by law, and in particular, Government Code Section 65965 *et seq.*, a Party's rights and obligations under this Conservation Easement terminate upon transfer of the Party's interest in this Conservation Easement and the underlying servient tenement, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

9. Remedies

(a) If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(b) If Grantor fails to cure the violation to Grantee's reasonable satisfaction within thirty (30) days after receipt of the Notice of Violation from Grantee, then Grantee shall provide a second written notice to Grantor of such failure.

(c) If Grantor does not cure the violation to Grantee's reasonable satisfaction with fifteen (15) after the second written notice from Grantee, then Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Conserved Area; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Conserved Area to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this

Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Conserved Area.

(d) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Conserved Area, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(e) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, et seq.

(f) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Conserved Area for Purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General, any person and any entity with a justiciable interest in the preservation of this Conservation Easement has standing as an interested party in any proceeding affecting this Conservation Easement.

(g) The prevailing party in any action brought to enforce this Conservation Easement shall be entitled to recover costs of enforcement. These costs include, but are not limited to, the following: costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

(h) Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(i) Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or

change in the Conserved Area resulting from (1) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conserved Area resulting from such causes; or (2) acts by Grantee or its employees.

10. Judicial Extinguishment or Termination.

(a) This Conservation Easement may not be extinguished or terminated, except by a final judicial determination that it is impossible or impracticable for the Purposes of the Conservation Easement to be carried out.

(b) If the Conserved Area, or any interest therein, is sold, exchanged, or taken by the power of eminent domain after such extinguishment or termination, Grantee will be entitled to receive its pro-rata share of the proceeds of such sale, exchange, or taking.

(c) At the time of any proposed extinguishment or termination, any successor Grantee and/or Grantor of this Conservation Easement agrees to make a reasonable effort to give SANDAG and Caltrans, as the original Grantee and Grantor, written notice of such proposed extinguishment. Such notice shall include (at a minimum) the right to be heard by the court considering the proposed extinguishment or termination.

11. Amendment. This Conservation Easement may be amended by Grantor and Grantee, their successors or assigns, only by mutual written agreement, that is approved by the respective board of directors, or authorized officers, of each party. Any such amendment shall be consistent with the Purposes of the Conservation Easement and California law governing conservation easement deeds and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Diego County, State of California. The California Coastal Commission shall be notified of the amendment.

12. Duty or Defend and Indemnify. Grantor, its successors and assigns, agrees to defend, indemnify, protect and hold Grantee, its successors and assigns, and its Directors, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including environmental claims, or injury to the Grantor's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantor, its successors and assigns and its subcontractors and their agents, officers, or employees, in performing the terms and conditions of this Conservation Easement Deed, and all expenses of investigating and defending against same, including reasonable attorney's fees and costs; provided, however, that the Grantor's duty to indemnify and hold harmless shall not include any claims or liability arising from the

established sole negligence or willful misconduct of Grantee, its Directors, agents, officers, or employees.

13. Duty or Defend and Indemnify. Grantee, its successors and assigns, agrees to defend, indemnify, protect and hold Grantor, its successors and assigns, and its Directors, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including environmental claims, or injury to the Grantee's or its subcontractors' employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee, its successors and assigns and its subcontractors and their agents, officers, or employees, in performing the terms and conditions of this Conservation Easement Deed, and all expenses of investigating and defending against same, including reasonable attorney's fees and costs; provided, however, that the Grantor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of Grantee, its Directors, agents, officers, or employees.

14. Liens or Subdivision. Consistent with Government Code Section 65965, *et seq.*, Grantor, its successors or assigns shall not cause liens of any kind to be placed against, nor use the Conserved Area as collateral or security for any loan. Neither shall the Grantor, its successors or assigns subdivide the Conserved Area.

15. Severability. If a court of competent jurisdiction voids, invalidates or declares unenforceable any part of this Conservation Easement on its face, or the application thereof to a person, entity or circumstance, such action shall not affect the remainder of this Conservation Easement Deed, or its application to other persons, entities or circumstances.

16. Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to affect the Purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815, *et seq.* and Government Code Section 65965, *et seq.* If any provision in this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purposes described herein that would render the provision valid shall be favored over any interpretation that would render it invalid.

17. Entire Agreement. This instrument sets forth the entire agreement between the Parties regarding this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to it that are not incorporated herein by reference. No alteration or variation of this instrument shall be valid or binding unless amended consistent with the Amendment requirements outlined herein.

18. Controlling Law and Venue. The laws of the State of California shall govern the interpretation and performance of this Conservation Easement Deed. Venue shall lie in the County of San Diego, State of California.

19. No Third Party Rights. This Conservation Easement is not intended to create any rights for third parties.

20. Recording. Grantor shall record this Conservation Easement in the Official Records of San Diego County, California, and may re-record it at any time as Grantee deems necessary to preserve its rights hereunder.

21. Notices. Any notice, demand, request, consent, approval, or communication that any Party desires or is required to give to the other Party shall be in writing and be delivered by first class mail, postage fully prepaid, or sent by a cognized overnight courier that guarantees next-day delivery, addressed as set forth below, or as otherwise designated by the parties in writing:

Grantor:

California Department of Transportation  
4050 Taylor Street, MS 242  
San Diego, CA 92110

Attn: Tracey D'Aoust Roberts  
Deputy District Director Environmental

Grantee:

San Diego Association of Governments  
401 B Street, Suite 800  
San Diego, CA 92101

Attn:  
Executive Director

22. Execution. Grantor and Grantee have executed this Conservation Easement Deed, effective as of the date first written above.

**SIGNATURES ON FOLLOWING PAGES**

GRANTOR:

California Department of Transportation  
4050 Taylor Street  
San Diego, CA 92110

By: \_\_\_\_\_  
Tracey D'Aoust Roberts  
Deputy District Director Environmental

Date: \_\_\_\_\_

Approved as to Form: .

By: \_\_\_\_\_  
Jeffrey Benowitz  
General Counsel

Date: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

**(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by this instrument, specifically, the Conserved Area described in the Conservation Easement Deed from City of San Diego (Grantor) to the San Diego Association of Governments, (Grantee) a public agency, is hereby accepted by the undersigned officer on behalf of the San Diego Association of Governments pursuant to the authority granted to it under Section 132354 of the Public Utilities Code, and the Grantee consents to the recordation thereof by its duly authorized officer.

**GRANTEE:**

San Diego Association of Governments

By: \_\_\_\_\_  
Mr. Mario Orso  
Chief Executive Officer

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Peter Stevens  
Office of General Counsel

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

State of California )  
County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

(Seal)

**ACKNOWLEDGMENT**

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State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

(Seal)

**ACKNOWLEDGMENT**

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State of California )

County of \_\_\_\_\_)

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(insert name and title of the officer)

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed  
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instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature)

(Seal)

## Agenda Item 2

### September 19, 2025

**TO:** JPA Board

**FROM:** Staff

**SUBJECT:** FY 24-25 Year-End Budget Report

---

The JPA's Fiscal Year 2024-2025 (FY 24-25) ended on June 30, 2025. With all revenues received and expenses accounted for, the year-end saw higher than projected amounts for both revenues and expenses (Attachment 1), ending with a modest surplus. Year-end revenues of \$1,882,444 were \$10,269 over the projected budget. This was largely due to higher than projected distributions from the JPA's HMP and operations endowments and event proceeds. FY24-25 expenses of 1,876,540 were also slightly higher than projected, mostly due to high vehicle maintenance and fuel costs and other miscellaneous expenses. Revenues exceeded expenses by \$5,904. With interest earned and other miscellaneous items the FY24-25 budget resulted in a positive net carryover.

All SDRP JPA accounts held at the County Treasury remain in positive standing with adequate reserves in place to meet year-end obligations and ensure financial stability into the next fiscal year (Cash Balance Report, Attachment 2). Note that the Capital Projects fund is largely State-funded projects that operate on a reimbursable basis with grant funds.

The Coast Budget runs on a calendar year and the mid-year report (Q2 Jan-June 2025) is shown in Attachment 1. Revenues and expenses are on target as of 6/30/2025.

Endowment and reserve balances as of 6/30/2025 are shown in Attachment 2. The performance of the JPA's endowments has been good with positive gains over the past year making up for losses in the previous year. A new HMP endowment was established in 2025, Sycamore Westridge Navy in Poway, with distributions anticipated to start in FY26-27. The combined balance of the JPA's operations endowment (San Diego Foundation) and the Conservancy's recently established JPA operations support fund equals \$1,322,501 providing annual distributions to the JPA's operating revenues (see revenue line items in Attachment 1).

The JPA's Operations Reserve unrestricted fund balance of \$445,078 equaled 23.7% of FY24-25 operating expenses, exceeding the Government Finance Officers Association best practice of 16.7%, but is substantially below the 33% target stated in the JPA's Reserve Policy.

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#### **RECOMMENDATION:**

Board to acknowledge and file FY 24-25 year-end budget report.

**Agenda Item 2**  
**September 19, 2025**

Respectfully submitted,

Shawna Anderson  
Executive Director

Attachment 1: SDRP FY24-25 Consolidated Budget 4<sup>th</sup> Quarter Summary  
Attachment 2: End of FY Cash Balance Report and Endowment Balances

**SDRP JPA Operations Budget Summary FY 24-25 - 4th Quarter (July 2024-June 2025)**

|                                               | Thru 4th Qtr<br>received | 4th Qtr<br>projected | 4th Qtr Actual%<br>(target 100%) | Total Annual<br>Budget |
|-----------------------------------------------|--------------------------|----------------------|----------------------------------|------------------------|
| <b>Revenues</b>                               |                          |                      |                                  |                        |
| Member Agencies                               | 1,292,369                | 1,292,369            | 100%                             | 1,292,369              |
| SCE Coast Transfer (*see Coast Budget below*) | 297,310                  | 297,761              | 100%                             | 297,761                |
| Habitat Mgmt. Endowments                      | 105,296                  | 98,195               | 107%                             | 98,195                 |
| Donations/Events/Other                        | 130,352.01               | 126,866              | 103%                             | 126,866                |
| OPS Endowment Distribution (SDF)              | 32,117                   | 31,984               | 100%                             | 31,984                 |
| SDRVC Contributions                           | 25,000                   | 25,000               | 100%                             | 25,000                 |
| <b>Total Revenue</b>                          | <b>1,882,444</b>         | <b>1,872,175</b>     | <b>101%</b>                      | <b>1,872,175</b>       |

|                                           | Thru 4th Qtr<br>expended | 4th Qtr<br>projected | 4th Qtr Actual%<br>(target 100%) | Total Annual<br>Budget |
|-------------------------------------------|--------------------------|----------------------|----------------------------------|------------------------|
| <b>Expenditures</b>                       |                          |                      |                                  |                        |
| Salaries & Benefits                       | 1,515,041                | 1,517,324            | 100%                             | 1,517,324              |
| Trails Supplies & Services                | 70,204                   | 75,242               | 93%                              | 75,242                 |
| Liability Insurance/Volunteer Insurance   | 58,674                   | 56,735               | 103%                             | 56,735                 |
| Lagoon Ranger Station (Construction Loan) | 44,343                   | 44,362               | 100%                             | 44,362                 |
| Office/Admin                              | 43,680                   | 41,904               | 104%                             | 41,904                 |
| Professional Services                     | 35,199                   | 41,000               | 86%                              | 41,000                 |
| Vehicle Maintenance & Fuel                | 45,297                   | 28,808               | 157%                             | 28,808                 |
| Habitat & Mitigation Management           | 25,072                   | 25,000               | 100%                             | 25,000                 |
| Sikes Adobe                               | 18,615                   | 21,000               | 89%                              | 21,000                 |
| Education & Volunteer Support             | 9,404                    | 9,000                | 104%                             | 9,000                  |
| Other Expenses                            | 8,011                    | 8,800                | 91%                              | 8,800                  |
| Vehicle Reserve Transfer                  | 3,000                    | 3,000                | 100%                             | 3,000                  |
| <b>Total Expenses</b>                     | <b>1,876,540</b>         | <b>1,869,175</b>     | <b>100%</b>                      | <b>1,872,175</b>       |

**Coast Budget Summary (Operated on Calendar Year) - Status through 2nd Quarter (Jan -June 2025)**

|                            | Thru 2nd Qtr<br>received | 2nd Qtr<br>projected | 2nd Qtr Actual<br>(target 50%) | Total Annual<br>Budget |
|----------------------------|--------------------------|----------------------|--------------------------------|------------------------|
| <b>Coast Fund Revenue</b>  |                          |                      |                                |                        |
| Southern Calif. Edison     | 181,280                  | 181,280              | 50%                            | 362,559                |
| <b>Total Coast Revenue</b> | <b>181,280</b>           | <b>181,280</b>       | <b>50%</b>                     | <b>362,559</b>         |

|                                          | Thru 2nd Qtr<br>expended | 2nd Qtr<br>projected | 2nd Qtr Actual<br>(target 50%) | Total Annual<br>Budget |
|------------------------------------------|--------------------------|----------------------|--------------------------------|------------------------|
| <b>Expenditures</b>                      |                          |                      |                                |                        |
| Salaries & Benefits/Admin. (*see below*) | 148,430                  | 148,881              | 50%                            | 297,761                |
| Operations                               | 11,895                   | 19,100               | 31%                            | 38,200                 |
| Materials                                | 6,447                    | 5,500                | 59%                            | 11,000                 |
| Vehicle Fuel & Maint                     | 4,608                    | 4,000                | 58%                            | 8,000                  |
| Vehicle Reserve Transfer                 | 2,000                    | 2,000                | 50%                            | 4,000                  |
| <b>Total Expenses</b>                    | <b>171,379</b>           | <b>177,481</b>       | <b>48%</b>                     | <b>358,961</b>         |

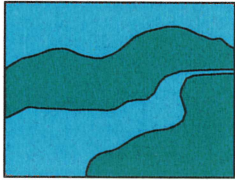
(\*2.5 Ranger Salary/Benefits/Admin per Trail Mgmt Agreement)

**SAN DIEGUITO RIVER PARK JPA**

**CASH BALANCE REPORT & ENDOWMENT/RESERVE ACCOUNTS**

| <b>Cash Balance Report</b>            | <b>Balance as of<br/>06/30/2025</b> |                                                         |
|---------------------------------------|-------------------------------------|---------------------------------------------------------|
| <b>Fund (held at County Treasury)</b> | <b>Balance</b>                      | <b>Description</b>                                      |
| 44625                                 | \$ 584,987                          | Operating                                               |
| 44634                                 | \$ 62,456                           | SDRP JPA - Coast                                        |
| 44655                                 | \$ 209,604                          | Capital Projects                                        |
| 44656                                 | \$ 84,498                           | Reserve Fund for vehicles and large equipment purchases |
| <b>Total</b>                          | <b>\$ 870,735</b>                   |                                                         |

| <b>Endowments / Reserves</b>                                               |                                     | <b>Notes</b>                                                                                                         |
|----------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <b>Rancho Santa Fe Foundation<br/><u>Habitat Management Areas</u></b>      | <b>Balance as of<br/>06/30/2025</b> |                                                                                                                      |
| Bernardo Mnt 2 (Caltrans) #0116                                            | \$231,586                           | 5% Annual Draw for HMP services                                                                                      |
| SDRP General HMPs #0383                                                    | \$760,310                           | 5% Annual Draw for HMP services                                                                                      |
| Coast/I5 #0384                                                             | \$448,289                           | HMP services to begin 2026                                                                                           |
| Sycamore Creek Inholding #0462                                             | \$96,239                            | 5% Annual Draw for HMP services                                                                                      |
| Sycamore Westridge Navy #0559                                              | \$62,592                            | HMP services begin 2027                                                                                              |
| <u>Other</u>                                                               |                                     |                                                                                                                      |
| SDRP Operations Reserve #0382                                              | \$445,078                           | Unrestricted; BOD authorized reserve purposes only                                                                   |
| SFV Trail Repairs #0095                                                    | \$50,223                            | Reserved for SFV trail repairs per agreement with Crosby Estates                                                     |
|                                                                            |                                     |                                                                                                                      |
| <b>Del Mar Foundation</b><br>San Dieguito Lagoon SCE restoration endowment | \$1,432,227                         | Hold until SCE's lagoon mitigation obligations complete and JPA assumes long-term management responsibility (30+yrs) |
|                                                                            |                                     |                                                                                                                      |
| <b>San Diego Foundation #1161/#9516</b><br>JPA Operations Endowment        | \$789,669                           | Semi-annual disbursement to JPA operating fund (\$32,117 FY24-25)                                                    |
|                                                                            |                                     |                                                                                                                      |
| <b>SDRVC JPA OPS Support #0552</b><br>Operations Endowment                 | \$532,832                           | Annual disbursement to JPA Operating Fund (\$25,000 FY24-25); Fund at RSFF                                           |



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

**JOINT POWERS AUTHORITY  
 BOARD OF DIRECTORS**

Chair Jill MacDonald  
 Solana Beach City Council

Vice-Chair Chris Khoury  
 Citizens Advisory Committee

Joe LaCava  
 San Diego City Council

Marni von Wilpert  
 San Diego City Council

Joel Anderson  
 Supervisor, County of San Diego

Terra Lawson-Remer  
 Supervisor, County of San Diego

Terry Gaasterland  
 Del Mar City Council

Consuelo Martinez  
 Escondido City Council

Jenny Maeda  
 Poway City Council

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

Shawna Anderson  
 Executive Director

July 24, 2025

Mayor and Members of the City Council  
 City of San Diego  
 202 C Street  
 San Diego, CA 92101

**Subject: Removal of Open Space Deed Restrictions on City-owned open space**

Dear Mayor Gloria and Members of the City Council,

The San Dieguito River Park Joint Powers Authority (JPA) is deeply concerned about the City of San Diego's intention to terminate open space deed restrictions on 660 acres of public open space formerly known as the Polo Fields. The JPA Board of Directors voted unanimously at their July 18, 2025 meeting to oppose the City's plan to terminate land use restrictions on this land, which was deeded to the City in 1983 as protected open space<sup>1</sup>.

The San Dieguito River Park JPA was established to protect and enhance the natural and recreational resources along the San Dieguito River corridor. The subject City Parks property lies directly within the JPA's Focused Planning Area, a region identified for its environmental sensitivity, recreational value, and importance to regional connectivity. The open space designation of the City's property is not incidental—it is integral to the long-term vision of the River Park and the commitments made to the public in 1983 when the open space designation was put in place in exchange for development of 341 homes on the surrounding hillsides. The San Dieguito River floodplain was designated permanent open space, intended to serve as a natural and recreational resource for the public.

The open space deed restrictions at issue were included as part of the Grant Deed transferring ownership of the open space to the City and are a promise to ensure the land would be maintained in its natural condition or be used for agriculture or passive, non-commercial recreational uses. The JPA urges the City to honor this promise and not terminate the deed restrictions for the reasons outlined below.

- Elimination of the deed restrictions to resolve a lawsuit would violate the City's commitment to protect this area as public open space.
- Elimination of the deed restrictions is not required. The deed restrictions provide that the City **may** agree to amend or terminate the deed restrictions. The City has no legal obligation to exercise this discretion and should not

<sup>1</sup> City of San Diego Board Members did not participate in this action.

City of San Diego

Page 2

because the short-term benefit of eliminating a lawsuit would not offset the long-term harm that would result from the loss of open space protections.

- Removing these protections without meaningful public input would undermine decades of planning and investment in the San Dieguito River Park. It would also set a dangerous precedent for how open space commitments can be reversed simply to resolve a lawsuit.
- The purpose of the deed restrictions must be considered as part of any decision to eliminate the protections they provide. The land conveyed by the 1983 grant deed was intended to be maintained as public open space. It was deeded to the City in exchange for the right to develop the surrounding properties. The clear intent of the deed restrictions was to ensure the property granted to the City would be protected as open space by including limits on the types and intensity of uses. Its expressed use under the grant deed and Fairbanks Ranch Country Club Specific Plan is “open space in a natural condition” or for “only those uses” specified in the grant deed “and no others”. These limitations on how the open space land is used are an important tool that helps protect the natural open spaces within San Dieguito River Park. The proposal to eliminate the deed restrictions would be directly contrary to the clear intent and purpose of the deed restrictions.
- CEQA Findings made by the City when adopting the Fairbanks Country Club Specific Plan EIR state that the “dedication to the City of approximately 600 acres of floodplain will be permanently used for open space and recreational purposes” and that “the City will receive highly desirable and costly open space lands” accomplishing “a chief goal of the recently completed Conceptual Master Plan for the San Dieguito River Basin.” (Fairbanks Country Club EIR, EQD 81-04-01). Eliminating the deed restrictions would open the door to development and increased intensity of uses not envisioned when these CEQA findings are made.
- The deed restrictions are intended to remain in place until the associated open space leases (Fairbanks Ranch Country Club and Surf Cup Sports) expire in 2044. The JPA urges City leaders to keep the deed restrictions in place to protect the open space lands during the terms of the current leases and engage with the community to establish permanent open space protections for this property.
- Removal of the deed restrictions would effectively amend the Surf Cup lease to allow more intensive uses. Allowable uses under the grant deed include agriculture, non-commercial passive recreation, and active non-commercial recreation that “does not involve large assemblages of people or automobiles”. These restrictions were agreed to in the City’s Surf Cup lease. Removal of the deed restrictions in response to a lawsuit alleging Surf Cup is violating their terms would have the practical effect of amending Surf Cup’s lease to allow the violations to continue. A lessee’s failure to abide by the terms of its lease should not be rewarded with removal of the terms being violated.
- Wholesale removal of the restrictions would eliminate an enforcement mechanism and remove City discretion to protect its open space lands. If the written deed restrictions are removed, the City’s power to protect the open space character of the property and hold

City of San Diego

Page 3

lessees accountable would be substantially limited. For example, City staff has long claimed they cannot force Surf Cup to install the Coast to Crest Trail required by its lease in a reasonable time frame (nine years now) because a specific deadline was not included in the Surf Cup lease. Without the written deed restrictions in place, the City's ability to control the types and intensity of uses by Surf Cup would also be significantly diminished if not lost entirely.

- Over \$300 million of public funds have been invested in restoring the San Dieguito Lagoon directly adjacent to the subject open space. The land use restrictions also protect 1.3 miles of the San Dieguito River and should be enforced as intended by the deed restrictions to minimize impacts to sensitive habitat, endangered species, and improve the habitat value of the corridor by reducing impacts from lights, noise, pollution, sedimentation, and other harmful effects.
- This property is an important wildlife corridor from the inland open space to the wetlands at the San Dieguito Lagoon and requires protection to minimize disturbance to the wildlife that move through this area. The "natural" open space is being whittled down to a narrow strip of land adjacent to the north riverbank with little to no buffer between the intense activities occurring on the Surf Cup lease (concerts, amplification, nighttime use, noise and lights) and the adjacent river. The deed's land use restrictions should be enforced. Removal would eliminate the ability to control uses harmful to the open space values of the City and surrounding open space lands.
- In the long term, the open space property should be dedicated as parkland as advocated by the JPA in 2012 when the City dedicated over 6,000 acres of open space for permanent protection as parkland but excluded this property based on public access. The opportunity to do that now instead of removing open space protections is the right thing to do.

The JPA strongly urges the City of San Diego to uphold the deed restrictions and work collaboratively with the JPA and surrounding communities to preserve this vital open space for future generations.

Sincerely,

Signed by:

*Jill MacDonald*

Jill MacDonald, City of Solana Beach  
Chair, San Dieguito River Park JPA

Signed by:

*Shawna Anderson*

Shawna Anderson, Executive Director  
San Dieguito River Park JPA

Cc: City Attorney

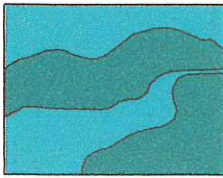
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Passed July 18, 2025 JPA Board Meeting:

AYES: 6 (MACDONALD, KHOURY, HAYES, GAASTERLAND, MARTINEZ, MAEDA)

NOES: 0

ABSENT: 3 (LACAVA, VON WILPERT, LAWSON-REMER)



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

June 23, 2025

Tim Pesce  
SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101

**Subject: Response to Updated SDLRR Project NOP**

Dear Mr. Pesce:

Thank you for notifying the San Dieguito River Park Joint Powers Authority (JPA) regarding the updated Notice of Preparation (NOP) for this project. The JPA staff has followed the progression of this proposed project over the last several years, including throughout the previous 2024 Notice of Preparation (NOP) scoping period.

Four build alternative alignments are proposed for analysis in the updated NOP. Of the four build alternative alignments, three include tunnelling and have common components including a north and south portal, a bored tunnel connecting the portals, and double tracking of the rail line. These have been deemed the “Tunnel Alternatives”. A fourth alternative alignment that does not include a tunnel or portals was deemed the “Non-Tunnel Alternative”. A fifth alternative includes the No Project alternative, which is not a build alternative. Three of the five total proposed updated alignment alternatives pass through the San Dieguito River Park’s Focused Planning Area (FPA), and all of the alternatives have the potential to impact resources within the JPA’s jurisdiction.

The NOP includes a note for a modified alternative “San Dieguito Bridge to I-5”: “\*A more northerly design concept of the San Dieguito to I-5 alternative alignment will be explored during the environmental process.” This is described as a “northerly variation” which is assumed to follow the northern bank of the lagoon and then connect to the I-5 knoll. The JPA feels that it is somewhat unusual for an NOP to include a project alternative that is not visually depicted and cannot comment on this “northerly variation” without more information.

San Dieguito River Park Concept Plan

As stated in the [San Dieguito River Park’s Concept Plan](#) (SDRP Concept Plan), the goals and objectives include: *the preservation of open space, conservation of sensitive resources, protection of water resources, preservation of the natural floodplain, retention of agricultural uses, creation of recreational and educational opportunities*. The alignment alternatives being considered for the rail relocation project overlap with Landscape Unit A – Del Mar Coastal Lagoon, one of fourteen landscape units, and would potentially impact the natural and recreational resources within the SDRP including the Coast to Crest Trail (CTC Trail).

The San Dieguito Lagoon sits within the Del Mar Coastal Lagoon landscape unit that represents the western gateway to the San Dieguito River Valley. This landscape unit is characterized by its broad floodplain, scenic coastal views, and rare wetland ecosystem. Over \$200 million of public funds have been invested in the protection and restoration of the San Dieguito Lagoon as a regional environmental resource that also serves as a protective measure against catastrophic flooding and sea level rise. Recent efforts to restore the ecological function and vitality of the San Dieguito Lagoon include restoring over 150 acres of tidal wetland habitat in 2012 and restoring another 80 acres of salt marsh and other habitats as part of the Phase II wetland restoration project completed in June 2024.

We believe it is appropriate that the updated SDLRR Draft EIR address the following issue areas regarding the San Dieguito River Park:

- Land use
- Recreation and public facilities
- Aesthetics and viewsheds
- Wildlife corridor continuity
- Impacts to the San Dieguito Lagoon and associated wetlands including *protection against future sea level rise; impacts to sensitive species, wildlife and habitat areas; and protection of surface water quality, groundwater, and hydrologic resources*
- Noise
- Portal and right-of-way landscaping
- Trail compatibility and continuity

Please see below for further explanation of issues and suggested analysis regarding the proposed project:

#### Issues and Analysis

##### *Project description:*

The project description within the updated DEIR should include detailed project information and illustrations for each alignment alternative design, including specific locations and design details of all project components (e.g., tunnel portals, aerial structures, and floodwalls) at a scale that enables a clear understanding of their location and design, construction details and methods, project timeline, costs, project operation, and maintenance requirements, etc. The description should also include a comparison of the preferred project with the other alternative alignments. The preferred project should include a detailed description of project features incorporated into the proposed project to reduce environmental impacts including impacts to existing public amenities and resources.

##### *Land use:*

The project area includes the San Dieguito Lagoon and other resources within Landscape Unit A (Del Mar Coastal Lagoon) of the San Dieguito River Park as addressed in the SDRP Concept Plan. We ask that SANDAG evaluate the proposed project's consistency with the SDRP Concept Plan and other relevant public agency programs and plans.

##### *Recreation and public facilities:*

Multiple recreational areas and public facilities overlap with the scope of the alignment alternatives described in the updated NOP. These include the CTC Trail, boardwalk trail, Grand Avenue Overlook, Crest Canyon, and the publicly owned open space associated with the San Dieguito Lagoon and river valley, as well as SANDAG's planned Interstate-5 bikeway and connection to the CTC Trail. Additionally, the San Dieguito Bridge to I-5 Alternative along with the potential northerly design option may affect the JPA's proposed Reach the Beach trail extension and the City of Del Mar's proposed Living Levee project.

The DEIR should include details about each of the alignment alternatives regarding effects on recreational uses and areas. The DEIR should address how existing and proposed public facilities would be affected by each of the alignment alternatives, including whether certain facilities would no longer be usable or feasible or would require modification or removal. Additionally, the DEIR should include detailed mitigation measures for project impacts to recreational areas and public facilities.

*Aesthetics and viewsheds:*

The alignment alternatives and associated project components like aerial structures, floodwalls and U-section tunnels have the potential to affect the viewshed of the San Dieguito lagoon area and public views along the trail system. Additionally, it is noted that San Dieguito Bridge to I-5 Alternative along with the potential northerly design option may include an aerial structure (e.g., bridge).

The DEIR should analyze these issues and explain the consistency of the proposed project with Part II of Appendix D of the SDRP Concept Plan and land use plans for the area, including height limits and aesthetics. Scaled diagrams and visualizations should be included to clearly illustrate the visibility of project components and how they would affect public views to Stevens Creek, the San Dieguito Lagoon and inlet, and Crest Canyon and how these aesthetic resources would be altered by the project. Additionally, the DEIR should include mitigation measures for design features and details of any project components that may partially or fully mitigate any significant impacts, as appropriate.

*Wildlife corridor continuity:*

The San Dieguito Lagoon and surrounding canyons and tributaries are part of a critical wildlife corridor, and the alignment alternatives may affect the continuity and function of the wildlife corridor.

The DEIR should analyze the potential impacts of each alignment alternative on the wildlife corridor including wildlife movement and direct and indirect impacts such as noise and vibration that would reduce the quality and function of the corridor. Impacts should be identified and explained for each phase of the project including construction, operation and maintenance. Proposed mitigation measures to address significant impacts must include sufficient detail to assess their effectiveness on the long-term function of the existing wildlife corridor.

*Impacts to the San Dieguito Lagoon and associated wetlands:*

The San Dieguito Lagoon, a regional resource that contains sensitive species, fish nurseries, and vital habitat areas, overlaps with all alignment alternatives, and may be affected by the project. The San Dieguito Lagoon, San Dieguito River, Stevens Creek, and the San Dieguito

Creek Groundwater Basin and associated surface water quality and groundwater/hydrologic resources may be affected by the project's design components.

The DEIR should analyze how the project would affect and be affected by sea level rise within the Lagoon and wetland areas, evaluate the project's impacts to sensitive species, fish nurseries, and wildlife habitat, and how the project would protect surface water quality and groundwater/hydrologic resources. Additionally, the DEIR should address how the project tunnel excavations may affect the hydrogeomorphology of groundwater basins and tidal zones. The DEIR should also include details for mitigation measures to address significant impacts.

*Noise and Vibration:*

The Under Crest Canyon and Under Camino Del Mar alternatives may include a proposed northern tunnel portal near the San Dieguito Lagoon inlet. In addition, the San Dieguito to I-5 Alternative may include a portal under Racetrack View Drive and cut and cover tunnelling along the southern edge of the lagoon and the entrance to the Crest Canyon Trail. Noise, vibration, and visual blight from rail construction and operations related to rail cars along surface alignments and entering and exiting the tunnels may affect sensitive wildlife and CTC trail user experience.

The DEIR should analyze how the project may affect ambient noise levels, vibration magnitude, and other sensory experiences within the northern tunnel entrance areas. Additionally, the DEIR should include mitigation measures for noise and vibration and details of any project features that may partially or fully mitigate any significant impacts, as appropriate.

*Portal and right-of-way landscaping:*

The proposed project will likely require changes to existing landscaping and vegetation communities within the right-of-way and tunnel portals for each alignment alternative. Proposed landscaping should conform to the SDRP Concept Plan including the usage of native species to match existing vegetation communities.

The DEIR should analyze how the project's landscaping and design would affect existing and surrounding vegetation communities and habitat value. Additionally, the DEIR should include mitigation measures for vegetation impacts and details of any project features that may partially or fully mitigate any significant impacts, as appropriate.

*Trail compatibility and continuity:*

The CTC Trail and River Path Del Mar overlap with all alignment alternatives. Additionally, SANDAG's North Coast Corridor Public Works Plan/Transportation and Resource Enhancement Plan (PWP) includes a package of highway, rail, transit, bike/ pedestrian, environmental and coastal access improvements located along the North San Diego County coastline and describes an array of public access improvements throughout the corridor, including a CTC Trail crossing at the San Dieguito railroad track on the north side of the river. The crossing is required to be phased with replacement and double tracking of the San Dieguito LOSSAN project. The crossing location shown in the PWP on the north side of the river (i.e., adjacent to the Fairgrounds) and identified as Community Enhancement DM#1 in the PWP is consistent with the JPA's CTC Trail "Reach the Beach" Feasibility Study.

The DEIR should analyze how the project would impact existing public trail resources within the project area including trail usage and experience and connectivity. The analysis should describe temporary impacts during construction activities and permanent impacts to trail routes or useability. For example, the DEIR should analyze how each alignment alternative may affect trail user experience as well as how each would affect existing infrastructure/trail alignments, and the improvements proposed in SANDAG's PWP. The DEIR should include details of any proposed mitigation measures that would address any significant impacts, as appropriate.

Regarding the aforementioned issues, this project has the potential for significant impacts to the San Dieguito River Park including the lagoon and river valley. The Draft EIR must be of sufficient detail to fully understand the project's potential impacts and whether they can be mitigated or would cause irreversible harm and enable SANDAG to make an informed decision on the least environmentally damaging project alignment.

Furthermore, as mentioned above, SANDAG conducted outreach within stakeholder communities, where a northerly design concept to the San Dieguito Bridge to I-5 alternative alignment was described. We ask that any and all future variations and design options be explained and shared with the public so that stakeholders can provide pertinent and informed feedback throughout the scoping process.

Thank you for considering our comments and keeping the JPA informed on this project, and we look forward to receiving the Draft EIR.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawna Anderson', with a long horizontal flourish extending to the right.

Shawna Anderson, AICP  
Executive Director

Reference:

San Dieguito Concept Plan (adopted 1994, revised 2002). Available at:  
<https://www.sdrp.org/docs/>