



LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		Attachment 1 1a. WORK ORDER NO: 1803478 ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: OL-12115 1c. LICENSE (CONTRACT) NO: N6247324RP00061	
2. PROPERTY LOCATION <i>(Installation Name and Address)</i> NAVAL BASE CORONADO SILVER STRAND TRAINING COMPLEX – SOUTH HOOPER BLVD, IMPERIAL BEACH, CA 91932		3. DATES COVERED FROM: 1 APRIL 2024 THROUGH: 31 MARCH 2025 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES <i>(Room and building numbers where appropriate)</i> Approximately 16.5 acres of unimproved land located on Silver Strand Blvd., east of Silver Strand Training Complex-South, Coronado, California, as shown in Exhibit “A,” attached hereto and made a part hereof.			
5. PURPOSE AND USE AUTHORIZED <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> Develop and maintain an educational ecological preserve which is open to the public and operated by the City of Coronado. Licensee shall comply with all specified Land Use Controls identified in Exhibit “B”, General Provision 17, and Exhibit “C”, attached hereto and made a part hereof.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE <i>(Name, Title, Address, Telephone, Email)</i> Ernesto Espinosa, Community Planner Naval Base Coronado (619) 545-4140; ernesto.espinosa1.civ@us.navy.mil	
7. LICENSEE <i>(Name, Address, Telephone Email)</i> City of Coronado 1825 Strand Way Coronado, CA 92118		7a. LOCAL REPRESENTATIVE OF LICENSEE <i>(Name, Title, Address, Telephone, Email)</i> Tony Winney, Assistant City Manager City of Coronado (619) 522-7305; twinney@coronado.ca.us (ADDRESS SAME AS BLOCK 7)	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT <i>(Each payment)</i> N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. SEND PAYMENT TO: <i>(Name and Mailing Address)</i> N/A
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP/DRAWING/OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY – RECEIPT HEREBY ACKNOWLEDGED			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: KIMBERLY SPENCER Real Estate Contracting Officer	SIGNATURE:	DATE:
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: Ralna Martinez, Realty Specialist, (619) 705-4478 / ralna.c.martinez.civ@us.navy.mil			
LICENSEE I represent that I am authorized to bind Licensee	NAME: TINA FRIEND City Manager	SIGNATURE:	DATE:

Silver Strand Ecological Preserve

-  Silver Strand Ecological Preserve. License Contract ID: N6247324RP00061 (16.5 Acres)
-  Naval Base Coronado (SSTC-S) Installation Boundary

Silver Strand Training Complex-South
Ecological Preserve

Silver Strand
Training Complex-South

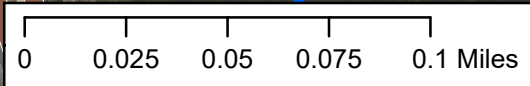
Silver Strand Blvd

Silver Strand Blvd

Anaconda Street

Perimeter Road

UDT Lane



February 1, 2023



FILE NO: OL-12115
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EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licenser grants to the Licensee the right to use the premises or facilities described in block 4 and **Exhibit "A"** ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licenser or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licenser.
5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licenser for the cost as determined by the Licenser in accordance with applicable statutes and regulations.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
N/A	N/A	N/A	N/A
Utilities / Services Furnished Are:		<input checked="" type="checkbox"/> None	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Garbage/Refuse/Recycling
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Other:	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licenser. Upon revocation or surrender of this License, to the extent directed by the Licenser, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licenser and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licenser and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licenser.
 - c. The Licensee shall indemnify and save harmless the Licenser, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

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EXHIBIT "B"**GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$3,000,000	Worker's Compensation	State mandated minimum amount
Bodily Injury (Single Limit)	\$3,000,000		
Property Damage	\$3,000,000		
Fire/Legal Liability	\$3,000,000		
Deductible	n/a		

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any

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insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the

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Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ENVIRONMENTAL CONDITION OF PREMISES. **Exhibit "C"**, Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the Land Use Controls contained in **Exhibit "C"** and shall comply with all restrictions set forth therein.

- a. Any proposed site alterations (e.g. new construction, maintenance activities, or ground disturbances) will require an environmental review from Naval Base Coronado, NEPA Coordinator and Subject Matter Experts. Proposed action will require Site Approval from Public Works Officer.
- b. Ensure all trash is collected along the edges of the parking lot to avoid contributing to pollution of adjacent natural habitats, wetlands and Waters of the United States within the San Diego Bay. All trash generated through use of property must be contained within covered, secured trash bins that are inaccessible to wildlife, emptied on a regular basis, and prevented from overflowing. All exposed food waste or trash generated from food products (e.g., wrappers, food containers) will be removed from the site on a daily basis to prevent attraction of predators (e.g., American crows [*Corvus brachyrhynchos*] or common ravens [*Corvus corax*] and mammalian scavengers such as rats [*Rattus sp.*], raccoons [*Procyon lotor*], and skunks [*Mephitis mephitis*]).
- c. Migratory Bird Treaty Act (MBTA). Active nests are protected year round by the MBTA. Licensee will avoid the nesting season and coordinate with the Naval Base Coronado Biologist at (619) 545-3703 to ensure that work will not impact birds protected under MBTA. MBTA Breeding season occurs between 15 February and 15 September.
- d. Botanical: Avoid and/or minimize potential direct and indirect effects to sensitive species and habitats and to avoid and/or minimize the potential introduction and spread of invasive non-native plants.

~~18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as **Exhibit "D"**. The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.~~

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

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a. This license is not subject to the requirements of this section; or,

~~b. This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

- a. General provision 1 was modified.
- b. General provision 17 was modified.
- c. General provision 18 is inapplicable and deleted.
- d. General provision 21b is inapplicable and deleted.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

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Installation City of Coronado, Silver Strand Ecological Preserve, Naval Base Coronado**Parcel/Site Location and Description:**

The proposed action involves the renewal of a License for Non-Federal use of DON Real Property for the City of Coronado. The area has been part of a larger scale marine biology study since 1990s a. Located in the unimproved San Diego Bay tideland marsh area located on Silver Strand Boulevard, east of Silver Strand Complex, Coronado, California. Approximately 16.3 acres of preserve land, approximately 1700 linear feet of bike path (two lanes), and 0.63 acres of parking and observation deck area including ingress and egress. The site has been part of a long term biological study in the San Diego Bay and has served as a public parking area providing wildlife viewing and access to walking and biking trails.

SITE SUMMARY INFORMATION

This action involves a renewal of a 1-Year succeeding lease between the Department of Navy and the City of Coronado for the operation and maintenance of an educational ecological preserve. This action does not include new and/or existing construction. The user shall agree to comply with all applicable local, state, and federal regulations associated with said parcel. Any proposed changes will require a NEPA review and Site Approval from the Naval Base Coronado Public Works and NEPA Coordinator.

A. Parcel/Site Uses:

Prior Use: The site has been part of a long term biological study in San Diego Bay since the 1990s.

Current Use: same as current

Future Use: same

B. Contaminants: ☐ Yes ☐ No ☒ Unknown

If yes, identify contaminant and media: petroleum

Potential for minor oil leakage associated with parked vehicles to be washed into the wetland area by storm water flows. Installation Restoration Site within 1/2 mile of IR Site at the Coastal Campus. Due to the topography and nature of concrete, metal scrape and organic refuse, it does not pose a risk.

Source of information:

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below. (Health and Safety Plan required to address potential soil contamination and contaminated soil disposal)

C. Hazardous Materials Use: ☐ Yes ☐ No ☒ Unknown**Hazardous Materials Storage:** ☐ Yes ☐ No ☒ Unknown

Source of information: Site visit 8 Dec 22 - NEPA Coordinator

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

D. Treatment, Storage, Disposal of Hazardous Waste: ☐ Yes ☒ No ☐ Unknown

Source of information: Site visit 8 Dec 22 - NEPA Coordinator

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below. (Health and Safety Plan required to address potential soil contamination and contaminated soil disposal)

E. Underground Storage Tanks: ☐ Yes ☐ No ☒ Unknown

UST No. _____ Gals. _____

Source of information: Site visit 8 Dec 22 - NEPA Coordinator No visible evidence of USTs.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks: ☐ Yes ☒ No

AST No. _____ Gals. _____

Source of information: Site visit 8 Dec 22 - NEPA Coordinator - no visible evidence of ASTs.

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

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G. Presence of Polychlorinated Biphenyl's (PCB's): ☐ Yes ☐ No ☒ UnknownSource of information: Site visit 8 Dec 22 - NEPA Coordinator - No visible evidence of PCBs.Restrictions or Land Use Controls: ☐ Yes ☐ No

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos: ☐ Yes ☒ No ☐ UnknownIf yes: ☐ Friable ☐ Non-friable ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA Coordinator - No visible evidence of asbestos.Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint: ☐ Yes ☐ No ☒ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

J. Radon: ☐ Yes ☒ No ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

K. Radiological Materials: ☐ Yes ☒ No ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

L. Solid/Bio-Hazardous Waste: ☐ Yes ☒ No ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

M. Munitions and Explosives of Concern: ☐ Yes ☐ No ☒ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

N. Threatened or Endangered Species: ☒ Yes ☐ No ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA Coordinator - The developed area is adjacent to habitat utilized by Threatened and endangered species and wildlife as described in the 2020 Integrated Natural Resource management Plan.Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

O. Natural or Cultural Resources: ☒ Yes ☐ No ☐ UnknownSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

Integrated Cultural Resources Management Plan 2020 and Integrated Resources Management Plan 2020 - There are no cultural resources in the immediate vicinity and the structure is not eligible for listing under historic property (2018 ECP)

P. Use of Adjacent Property:Current Use: The adjacent property is currently used as Silver Strand Highway (State Route 75) and Silver Strand Training Complex SouthPast Use: Same as current useSource of information: Site visit 8 Dec 22 - NEPA CoordinatorRestrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

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Q. Has the site had any Notices of Violation? ☐ Yes ☒ No.

If yes, please explain:

Unknown

Source of information:

Site visit 8 Dec 22 - NEPA Coordinator

Restrictions or Land Use Controls: ☐ Yes ☒ No

If yes, please identify and explain in detail in Section 2 below.

R. Additional information or comments regarding questions shown above (attach sheet(s) if additional room is needed): ____

Nesting season restriction for maintenance activities, ground disturbances, new construction within the subject area will require site approval and/or environmental review.

Source of information:

Restrictions or Land Use Controls: ☒ Yes ☐ No

If yes, please identify and explain in detail in Section 2 below.

2. List of Land Use Controls required for Real Estate Action:

1. Any proposed site alterations (e.g. new construction, maintenance activities, or ground disturbances) will require environmental review from Naval Base Coronado, NEPA Coordinator and Subject Matter Experts. Proposed action will require Site Approval from Public Works Officer.
2. Ensure all trash is collected along the edges of the parking lot to avoid contributing to pollution of adjacent natural habitats, wetlands and Waters of the United States within the San Diego Bay.
3. Migratory Bird Treaty Act (MBTA) Active nests are protected year round by the MBTA. The executing agent/contractor will avoid the nesting season and coordinate with the Naval Base Coronado Biologist (619) 545-3703 to ensure that work will not impact birds protected under MBTA. MBTA Breeding season occurs between 15 February and 15 September.

ENVIRONMENTAL CONDITION OF PROPERTY (ECP) CHECKLIST

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3. Signature:

Based on records reviews, site inspections, and interviews, the environmental professional(s) certify that the environmental conditions of the property are as stated in this document and this property is suitable for outgrant.

Environmental Professional:

DAHIR.RUKIA.SAEED.15
50309153

Digitally signed by
DAHIR.RUKIA.SAEED.1550309153
Date: 2024.01.08 11:48:52 -08'00'

Signature

Rukia Dahir

Print Name

NEPA Coordinator, NBC

Title

January 8, 2024

Date

The real estate professional(s) acknowledge these restrictions and/or LUCs identified above and will ensure they are made a part of the outgrant document.

Real Estate Professional:

MARTINEZ.RALNA.C.117
3334598

Digitally signed by
MARTINEZ.RALNA.C.1173334598
Date: 2024.01.08 13:42:03 -08'00'

Signature

Ralna Martinez

Print Name

Realty Specialist

Title

January 8, 2024

Date

Property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the land use controls (if any) that will be required for this real estate outgrant:

MILLER.JULIE.MICHELLE
.1291206537

Digitally signed by
MILLER.JULIE.MICHELLE.1291206537
Date: 2024.02.07 14:24:20 -08'00'

Signature

CDR Julie Miller

Print Name

Public Works Officer

Title

7 Feb 2024

Date