

**RIGHT OF ENTRY PERMIT**

Agency: Department of Parks and Recreation

Project: San Diego Coast District, Carlsbad SB  
Cabrillo Power I LLC  
Opportunistic Sand Replenishment

This Right of Entry Permit (Permit) is made and entered into this December 15, 2020, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and Cabrillo Power I LLC, hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

**RECITALS**

- **Whereas**, the State owns, operates and maintains the State Park known as Carlsbad State Beach, in the County of San Diego, State of California; and
- **Whereas**, Permittee has applied to State for permission to access Carlsbad State Beach for purposes of carrying out Permittee's Opportunistic Sand Replenishment project (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Carlsbad State Beach for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's environmental document entitled Agua Hedionda Outer Lagoon Maintenance and dated September 21, 2017 the City of Carlsbad SUP 06-10X2(A), attached hereto as Exhibit "A" and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

**TERMS AND CONDITIONS**

**Now therefore**, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of placing dredged spoils from the Permittee water in-take area over State Beach lands, for distribution at the beach area, the limits of which are described in the Environmental Document.

Permittee agrees to dredge up to or approximately 298,000 cubic yards of sand spoils utilizing large pipeline to deposit said spoils on State's Property at no cost to State. Spoils will be dredged from the western basin of the adjacent Agua Hedionda Lagoon. Permittee will place and distribute the dredged spoils as described in the above referenced City of Carlsbad SUP 06-10x2(A).

Permittee will utilize heavy equipment and pipes to move and distribute dredged sand throughout the three beach areas. Permittee will ensure that public safety units can access the beach / water at all times for the duration of the project as outlined in Section 10, Access Limits.

Routes of ingress and egress by Permittee for the purposes herein shall be designated by the State and shall be limited to existing access points and parking areas. No designated parking will be provided for the Permittee at any location. Parking (3 parking stalls) will be provided for the Permittee 24 hours per day at Tamarack State Beach from January 1 to April 30, 2020. State is not responsible to save the parking spaces for vendor and parking stalls may need to be adjusted based on lot maintenance.

2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

3. **Term of Permit:** This Permit shall only be for the period beginning on December 15, 2020 and ending on April 15, 2021 or as may be reasonably extended by written mutual agreement of the Parties.
4. **Consideration:** Permittee paid the \$50 administration fee and \$1400 application fee. Permittee will pay LAZ Parking for use of 3 parking spaces at Carlsbad State Beach Tamarack Lot and two full days lot closure in the sum of \$2283. If more time is required for full day lot closure, the Permittee's will send a request in writing for review and approval by CDPR staff and LAZ Parking. Permittee agrees to provide and place approximately 298,000 cubic yards of beach quality sand on Carlsbad State Beach. The proposed materials placement within the littoral zone will increase recreational access due to larger beach area. The work adds benefit to the State, as such; no further consideration will be required.
5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

#### **General Provisions Applying to All Policies**

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, permittee must advise that coverage will renew with same carrier and coverages prior to expiration, and a new certificate must be received by the State no later than 45 days after expiration of the current insurance term. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

**COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

**AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State.
- Work crew will provide an anticipated work schedule and update by email to: Sean.Homer@parks.ca.gov
  - Pre-construction meeting by Zoom, Teams or in person must include State Park Representatives.
  - No equipment shall be moved or operated without a flag crew. Permittee shall have a monitor at the north and south ends of the project on the beach preventing foot traffic through the construction area.
  - Volleyball Courts area must be signed by vendor about upcoming closure 45 days prior to closure due to dredge project. Dates of closure must be noted on signs. Volleyball Concessionaire must be notified of closure timeline 45 days in advance and will either direct

pole removal by vendor or remove the courts himself. Dennis Shay, CVAC, email [Dshay638@gmail.com](mailto:Dshay638@gmail.com) or by phone 760-419-3637.

- Any heavy equipment operating on the beach must be equipped with spill safety kits.
- Permittee will provide access over or around dredge pipes or apparatus for public access to beach areas, as well as safe and efficient pathways for 4-wheel drive public safety vehicles in 400 feet intervals minimum, but at least two access points on each beach section.
  - a. 4 or 5 additional access points over the pipe along North Beach
    - Maintain Pine Street access, Tamarack Lot North, Tamarack Lot South
    - Two (2) access points on middle beach (north and south access)
    - Maintain access at Tower 30 north
    - Access at Tower 30 south

Seawall access

- The beach access area shall be left in a safe condition at the end of each workday.
- Work shall take place during daylight hours, unless otherwise agreed to in writing by the State’s representative.
- No work shall take place on Sundays or holidays unless storm delays require work during daylight hours on Sundays. Contractor staff must be available to respond to any safety concerns 24/7 and a list of phone numbers and names must be provided to State Parks prior to project start.
- Vehicles parked in the State parking lot are at their own risk and no liability to the state.
- Permittee is responsible for repairing the parking lot and re-sealing it if there is damage from the heavy equipment.
- The State will need to clean the parking lot of sand during this project. Permittee’s equipment must be moved during cleaning. The State will take all reasonable measures to avoid cleaning the parking lot of sand during the mobilization and demobilization of dredge piping.
- State Beach lands will be left, at conclusion of the project, in appearance equal to or better than before the project commenced. Weekly updates and discussion of the project site should be scheduled with State Parks representatives. State Parks staff will need to be in constant communication and relaying information to the public.
- Phone number and contact information should be posted throughout the project site for visitor inquiries.
- Photographs documenting the “before” condition of the project and staging areas shall be taken by Permittee and submitted by email to Cindy Krimmel: [cindy.krimmel@parks.ca.gov](mailto:cindy.krimmel@parks.ca.gov)

**11. Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Carlsbad State Beach named below. At least forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee’s intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee’s contact person listed below:

**STATE:**

Contact: Sean Homer, Aquatics Chief  
District: San Diego Coast  
Address: 2689 Carlsbad Blvd.  
Carlsbad, CA 92008  
Telephone: (760) 720-7001  
Email: [Sean.homer@parks.ca.gov](mailto:Sean.homer@parks.ca.gov)

**PERMITTEE’S CONTACT:**

Contact: Josie McKinley  
Poseidon Water  
Address: 5780 Fleet St., Suite 140  
Carlsbad, CA 92008  
Telephone: (310) 991-3032  
Email: [jmckinley@poseidonwater.com](mailto:jmckinley@poseidonwater.com)

**12. Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.

**13. Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage in those areas where heavy equipment will be operating prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two

(2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit. Fencing, stakes and other materials should not be in the surf /high tide zone unattended.

- 14. Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by Permittee's environmental document and permits shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall obtain a permit from the California State Parks Archaeology, History & Museums Division prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until after a State-qualified archaeologist has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

Permittee shall provide a written work schedule to State so that the State archaeological monitor can arrange to be on site on the necessary days. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

- 15. Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
- 16. Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.
- 17. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daylight hours on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 18. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents,

employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

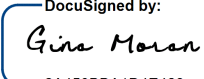
- 19. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:
- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
  - (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
  - (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
  - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
  - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
- 20. Default:** In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
  - (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
    - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
    - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
- 21. State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the

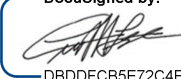
maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.

- 22. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
- 23. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
- 24. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
- 25. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
- 26. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
- 27. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
- 28. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
- 29. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

**STATE OF CALIFORNIA**  
Department of Parks and Recreation

**CABRILLO POWER I LLC**

DocuSigned by:  
  
 By: \_\_\_\_\_ 12/15/2020  
2A450BBA1D4E423...  
 Name: Gina Moran  
 Title: District Superintendent  
 San Diego Coast District  
 Telephone: (619) 688-3260

DocuSigned by:  
  
 By: \_\_\_\_\_  
DBDDFCB5E72C4F0...  
 Name: Eric Leuze  
 Title: Vice President  
 Address: 4600 Carlsbad Blvd.  
 Telephone: (916) 200-6187





## Certificate Of Completion

Envelope Id: 85EB8753406541B3BDD3004111272E16	Status: Completed
Subject: ROE Cabrillo Power Opportunistic Sand Replenishment_12.9.2020 SENT	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cindy Krimmel
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1416 9th Street, Room 950
	Sacramento, CA 95814
	Cindy.Krimmel@parks.ca.gov
	IP Address: 64.207.219.9

## Record Tracking

Status: Original	Holder: Cindy Krimmel	Location: DocuSign
12/15/2020 1:13:25 PM	Cindy.Krimmel@parks.ca.gov	

## Signer Events

Eric Leuze  
 Eric.Leuze@nrg.com  
 Vice President  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 DBDDFCB5E72C4F0...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 158.81.192.231

## Timestamp

Sent: 12/15/2020 1:57:24 PM  
 Viewed: 12/15/2020 2:25:57 PM  
 Signed: 12/15/2020 2:27:28 PM  
 Freeform Signing

### Electronic Record and Signature Disclosure:

Accepted: 12/15/2020 2:25:57 PM  
 ID: 14a3985a-3ff0-496f-9ba4-f501f8cf37c4

Gina Moran  
 Gina.Moran@parks.ca.gov  
 District Superintendent II  
 California State Department of Parks and Recreation  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 206.121.175.22

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 Signed: 12/15/2020 5:26:34 PM  
 Freeform Signing

### Electronic Record and Signature Disclosure:

Accepted: 8/27/2020 10:58:43 AM  
 ID: 43ffb348-9c50-490c-a6bb-037fe67e1379

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Tim Sisk  
 Tim.Sisk@nrg.com  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/15/2020 5:26:35 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Josie McKinley jmckinley@poseidonwater.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/15/2020 5:26:35 PM Viewed: 12/15/2020 5:51:52 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/15/2020 1:57:24 PM
Certified Delivered	Security Checked	12/15/2020 5:26:07 PM
Signing Complete	Security Checked	12/15/2020 5:26:34 PM
Completed	Security Checked	12/15/2020 5:26:35 PM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, California State Department of Parks and Recreation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact California State Department of Parks and Recreation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marlene.sheufelt@parks.ca.gov

**To advise California State Department of Parks and Recreation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at marlene.sheufelt@parks.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from California State Department of Parks and Recreation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with California State Department of Parks and Recreation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to marlene.sheufelt@parks.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify California State Department of Parks and Recreation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by California State Department of Parks and Recreation during the course of my relationship with you.

# NOTICE OF EXEMPTION

**FILED**  
Ernest J. Dronenburg, Jr. Recorder County Clerk

To: Assessor/Recorder/County Clerk  
Attn: Fish and Wildlife Notices  
1600 Pacific Highway, Suite 260  
San Diego CA 92101  
MS: A-33

From: **CITY OF CARLSBAD**  
Planning Division  
1635 Faraday Avenue  
Carlsbad, CA 92008  
(760) 602-4600

SEP 26 2017  
BY **R. Carrillo**  
DEPUTY

**Subject:** Filing of this Notice of Exemption is in compliance with Section 21152b of the Public Resources Code (California Environmental Quality Act).

**Project Number and Title:** SUP 06-10X2(A) (DEV06068) – AGUA HEDIONDA OUTER LAGOON MAINTENANCE

**Project Location - Specific:** Outer basin of Agua Hedionda Lagoon between Carlsbad Boulevard and the railroad tracks, including the beaches to the north and south of the inlet jetty where dredged sand will be deposited.

**Project Location - City:** Carlsbad                      **Project Location - County:** San Diego

**Description of Project:** A retroactive five year extension and amendment of a Floodplain Special Use Permit to allow for periodic maintenance dredging of the Agua Hedionda Outer Lagoon (that portion of the lagoon adjacent to the ocean between Carlsbad Boulevard and the railroad track trestles), and the placement and quantities of the dredged sand, as suitable, to the north and south of the inlet jetty. The periodic dredging is necessary to ensure an adequate supply of cooling ocean water needed for operation of the Encina Power Plant.

**Name of Public Agency Approving Project:** City of Carlsbad

**Name of Person or Agency Carrying Out Project:** Cabrillo Power I, LLC – Encina Power Station

**Name of Applicant:** Jay Bellingham, Vice President

**Applicant's Address:** 4600 Carlsbad Boulevard, Carlsbad, CA 92008

**Applicant's Telephone Number:** 760-268-4018

**Exempt Status:** (Check One)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269 (b)(c));
- Categorical Exemption - State type and section number:** Section 15304(g)
- Statutory Exemptions - State code number:** \_\_\_\_\_
- General rule (Section 15061(b)(3))

**Reasons why project is exempt:** Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.

**Lead Agency Contact Person:** Pam Drew                      **Telephone:** 760-602-4644

  
DON NEU, City Planner                      **Date** 9-21-17

**Date received for filing at OPR:** \_\_\_\_\_

FILED  
SEP 26 2017  
R. Carrillo  
COUNTY CLERK

**FILED IN THE OFFICE OF THE COUNTY CLERK**

San Diego County on SEP 26 2017  
Posted SEP 26 2017 Removed OCT 26 2017  
Returned to agency on OCT 26 2017  
Deputy R. Carrillo





State of California - Department of Fish and Wildlife

2017 ENVIRONMENTAL FILING FEE CASH RECEIPT

DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

City of Carlsbad

OCT 30 2017

RECEIPT NUMBER: 37-2017- 0833	Planning Division
STATE CLEARINGHOUSE NUMBER (If applicable) --	

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF CARLSBAD	LEAD AGENCY EMAIL --	DATE 09/26/2017
COUNTY/STATE AGENCY OF FILING San Diego County		DOCUMENT NUMBER *20170833*

PROJECT TITLE  
SUP 06-10X2(A) (DEV06068) - AGUA HEDIONDA OUTER LAGOON

PROJECT APPLICANT NAME JAY BELLINGHAM	PROJECT APPLICANT EMAIL --	PHONE NUMBER 760-268-4018
--	-------------------------------	------------------------------

PROJECT APPLICANT ADDRESS 4600 CARLSBAD BOULEVARD	CITY CARLSBAD	STATE CA	ZIP CODE 92008
--	------------------	-------------	-------------------

PROJECT APPLICANT (Check appropriate box)

Local Public Agency   
 School District   
 Other Special District   
 State Agency   
 Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,078.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,216.25	\$ _____
<input type="checkbox"/> Certified Regulatory Program document (CRP)	\$1,046.50	\$ _____

Exempt from fee  
 Notice of Exemption (attach)  
 CDFW No Effect Determination (attach)  
 Fee previously paid (attach previously issued cash receipt copy)

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary handling fee		\$ _____ \$50.00
<input type="checkbox"/> Other		\$ _____

PAYMENT METHOD:

Cash   
 Credit   
 Check   
 Other 01006381   
**TOTAL RECEIVED**    \$ \_\_\_\_\_ \$50.00

SIGNATURE 	AGENCY OF FILING PRINTED NAME AND TITLE San Diego County    ROQUE CARRILLO    , Deputy
---------------	---







San Diego County



Transaction #: 2716372  
Receipt #: 2017297551

Ernest J. Dronenburg, Jr.  
Assessor/Recorder/County Clerk  
1600 Pacific Highway Suite 260  
P. O. Box 121750, San Diego, CA 92112-1750  
Tel. (619) 237-0502 Fax (619) 557-4155  
[www.sdarcc.com](http://www.sdarcc.com)

Cashier Date: 09/26/2017  
Cashier Location: SD

Print Date: 09/26/2017 2:25 pm


Payment Summary

Total Fees:	\$50.00
Total Payments:	\$50.00
Balance:	\$0.00

Payment	
CHECK PAYMENT	\$50.00
Total Payments	\$50.00
Miscellaneous Item	
FISH & WILDLIFE FEES	
Fees: Fish & Wildlife County Administrative Fee	\$50.00
Total Fees Due:	\$50.00
Grand Total - All Documents:	\$50.00





 Limit of Work

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**Exhibit B. Limit of Work**  
**Carlsbad State Beach**

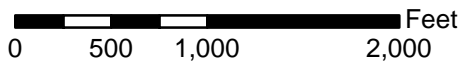


EXHIBIT C

State of California-Natural Resources Agency

**Memorandum**

**Date** : September 3, 2020

**To** : *Gina Moran*  
*District Superintendent II*

**From** : *Cindy Krimmel*  
*Environmental Coordinator*

**Subject** : **Addendum to Right-of-Entry for Opportunistic Sand Replenishment (17/18-SD-04) – Carlsbad State Beach**

An addendum to the above project to be added to the existing scope of work:

Cabrillo Power I LLC will conduct the periodic maintenance dredging of the western basin of Agua Hedionda Lagoon from October 2020 to April 2021, as part of the City of Carlsbad's Special Use Permit 06-10X2(A). Approximately 300,000 cubic yards of sand spoils may be deposited as beach nourishment on Carlsbad State beaches to the north and south of the inlet jetty, at no cost to the State. Sand placement quantities for each receiver beach are based on a May 2020 beach profile survey and are described in the attached plan. The placement of sand on the beach will enhance public recreation by increasing the size of useable beach.

A new Right of Entry permit will be issued. Routes of ingress and egress by Cabrillo for the purposes herein shall be limited to existing access points and parking areas. No designated parking will be provided for Cabrillo at any location.

If you have questions or comments regarding the project, please contact me at the phone number or e-mail address listed below.

Thank you,



Environmental Coordinator  
San Diego Coast District  
Cindy.Krimmel@parks.ca.gov



## ENVIRONMENTAL REVIEW

*To Be Completed by Qualified Specialist(s) ONLY.  
Attach additional reviews or continuation pages, as necessary.*

**ARCHEOLOGIST COMMENTS**     No Significant Impact     Conditions, Mitigation     Potential Impact

I do not have any cultural concerns for addendum.

SIGNATURE



PRINTED NAME

Nicole Turner

TITLE

Associate State Archaeologist

DATE

10/14/2020

**RESOURCE ECOLOGIST COMMENTS**     No Significant Impact     Conditions, Mitigation     Potential Impact

Follow conditions set forth in Floodplain Special Use permit.

SIGNATURE



PRINTED NAME

Cara Stafford

TITLE

Environmental Scientist

DATE

10/5/2020

**DISTRICT SERVICES MANAGER COMMENTS**     No Significant Impact     Conditions, Mitigation     Potential Impact

Coastal Permit Limits Sand Placement volume to less than 150,000 Cubic Yards at North Beach (between Tamarack to Oak Ave). As the sand migrates southward it is anticipated that this placement will reduce the flooding frequency of the Tamarack Day Use Lot. Maintaining a broad beach in this area may reduce negative effects of the extant seawall.

SIGNATURE

Darren Smith

PRINTED NAME

Darren Smith

TITLE

Planning and Compliance Lead

DATE

11/16/2020

**MAINTENANCE CHIEF/SUPERVISOR COMMENTS**     No Significant Impact     Conditions, Mitigation     Potential Impact

No comments

SIGNATURE



PRINTED NAME

Susan Kosek-Kelly

TITLE

Maintenance Chief

DATE

10/26/2020

ACCESSIBILITY DIVISION

**R E V I E W & C O M M E N T S H E E T**

Project: Addendum ROE for Opportunistic Sand Replenishment

Design Entity: San Diego Coast District

Location: Carlsbad State Beach

Project Manager: Cindy Kimmel

Review Date: 11/13/2020

Reviewer: Srikanth (Sri) Rao - CASp-927

Project Phase: PEF

Phone: 916-698-5984

This review and comment does not authorize any omissions or deviations from applicable regulations. The intent of this review is for general conformance with applicable parts of Americans with Disabilities Act Standards for Accessible Design (ADASAD), California Code of Regulations Title 24 - access compliance, and the Department of Parks and Recreation's (DPR) California State Parks Accessibility Guidelines (CSPAG). Plans were reviewed solely on the items submitted to the Accessibility Division as it relates to standards in design and construction of accessibility features for individuals with disabilities. All construction must comply with the Latest Editions of the California Building Code (CBC), California Mechanical Code (CMC), California Plumbing Code (CPC), California Electrical code (CEC), California Fire Code (CFC), current editions of the Occupational Safety and Health Act (OSHA) and all other prevailing state and federal regulations.

**GENERAL COMMENTS**

The project, as described in the PEF, involves periodic maintenance dredging of the western basin of Aqua Hedionda Lagoon at Carlsbad State Beach. The Accessibility Division has completed review of this PEF, determined that there are no accessibility requirements, and the project is exempt for accessibility compliance. Unless the scope of work changes, no further review is required.

Approval of this PEF does not authorize or approve any omission or deviation from applicable regulations. If you have any questions or concerns, you can contact me at [Srikanth.rao@parks.ca.gov](mailto:Srikanth.rao@parks.ca.gov) or via phone at 916-698-5984.

Sincerely,



Srikanth (Sri) Rao  
CASp-927

**END OF COMMENTS**

**ENVIRONMENTAL REVIEW**

*To Be Completed by Qualified Specialist(s) ONLY.  
Attach additional reviews or continuation pages, as necessary.*

HISTORIAN COMMENTS     No Significant Impact     Conditions, Mitigation     Potential Impact

The proposed project is a natural resource management effort and does not pose the treat of adverse effects to any known or potentially significant above-ground historic resources in the vicinity.

SIGNATURE

*Michael C. Yengling*

PRINTED NAME

Mike Yengling

TITLE

Associate Park & Rec Specialist and Reviewing Historian, Southern Service Center

DATE

11/9/2020

**SOUTHERN SERVICE CENTER ENVIRONMENTAL COORDINATOR**

1. Please provide any reports to the Southern Service Center Environmental Coordinator that assess the success and/or failure of the sand replenishment efforts in order to make any needed changes to improve future efforts.
2. Please ensure this reporting includes photo-documentation throughout the duration of the project and upon completion of the project.

SIGNATURE

*Luke Serna*

PRINTED NAME

Luke Serna

TITLE

Associate Park and Recreation Specialist

DATE

November 10, 2020

**DISTRICT SUPERINTENDENT REVIEW**

COMMENTS:

*I acknowledge any constraints placed on the project as a result of the specialists' comments above and recommend the project proceed.*

DISTRICT SUPERINTENDENT APPROVAL SIGNATURE

*Gina Moran*

TITLE

District  
Superintendent

DATE

*11-16-2020*