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San Diego Unified Port District

Document No. 74212

Filed 06/13/2022

Office of the District Clerk

**SAN DIEGO UNIFIED PORT DISTRICT
DEVELOPMENT SERVICES DEPARTMENT**

P.O. BOX 120488
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COASTAL DEVELOPMENT PERMIT

Applicants: Fae Desmond, San Diego Comic Convention
225 Broadway, Suite 1800, San Diego, CA 92101

Clifford "Rip" Rippetoe, San Diego Convention Center Corporation
111 West Harbor Drive, San Diego, CA 92101

Project: Public Access During Comic-Con International: San Diego (Comic-Con)

Location: Various locations in the South Embarcadero bayfront within District jurisdiction in downtown San Diego, CA 92101, listed below and as shown on Exhibit 1, Project Site:

- Park Boulevard/Convention Way
- Embarcadero Marina Park South (EMPS), 200 Marina Park Way, San Diego, CA 92101
- Harbor Drive between First Avenue and Park Boulevard
- Front driveway and sidewalk in front of the San Diego Convention Center (SDCC), 111 West Harbor Drive, San Diego, CA 92101
- South Embarcadero Promenade between the entrances to EMPS and Embarcadero Marina Park North (EMPN) (between Marina Walk and Convention Way, and segment adjacent to the Hyatt Hotel and Seaport Village)

You are hereby granted a Coastal Development Permit. This Permit is issued in conformance with the California Coastal Act of 1976 and the Coastal Permit Regulations of the San Diego Unified Port District, as adopted by the Board of Port Commissioners on July 1, 1980, Resolution No. 80-193, and as amended on December 2, 1980, Resolution No. 80-343, and on February 14, 1984, Resolution No. 84-62, in accordance with the provisions for the issuance of an Emergency Non-Appealable Appealable Coastal Development Permit.

Date of Board Action: May 10, 2022

Board of Port Commissioners Resolution Number: 2022-064

Date of Permit: June 9, 2022

Application Number: 2022-028

**Permit Number:** CDP-2022-02

The Project, as defined below, is located within the jurisdiction of the San Diego Unified Port District (District) and in the California Coastal Zone. The Project constitutes development pursuant to Coastal Act Section 30106 as it would result in a temporary change in the intensity of use of land. Pursuant to the California Coastal Act, the proposed development is considered “appealable.” Chapter 8 of the Coastal Act regulates port development within the California Coastal Zone. Section 30715 of Chapter 8 specifies the sole categories of development that may be appealed to the Coastal Commission. Development relating to roads or highways which are not principally for internal circulation within the Port boundaries is listed as appealable in Section 30715. The Project is also located between the sea (as defined in the Coastal Act) and the first inland continuous road paralleling the sea, and the Project is fully consistent with Public Resources Code Sections 30604(c), 30210-30224, and the Coastal Act public access and recreation policies referenced therein.

The Project will protect public access and public recreation opportunities by ensuring public access routes from uplands to San Diego Bay are maintained and available during Comic-Con. The Project conforms to the land use designations of “Commercial Recreation,” “Park/Plaza,” “Promenade,” and “Street,” Precise Plan text in the Centre City Embarcadero Planning District, and Project list (Table 11) of the certified Port Master Plan (PMP). The Project is fully consistent with Chapter 8 of the Coastal Act and the District’s certified Port Master Plan (PMP).

This Permit is limited to the development described below and set forth in material on file with the District and subject to the terms, conditions, and provisions hereinafter stated:

DEVELOPMENT

San Diego Comic Convention, a California Nonprofit Public Benefit Corporation (SD Comic Convention), which manages the Comic-Con International: San Diego convention (Comic-Con) temporary event, and the San Diego Convention Center Corporation (SDCCC), which manages the San Diego Convention Center (SDCC), as the Project co-applicants (collectively, Applicant or Permittee), propose temporary activities associated with the Comic-Con event, herein referred to as the “Project.” Such temporary activities include operation of Comic-Con within the District’s jurisdiction, including, but not limited to, use of EMPS and the Embarcadero Promenade, public access components, safety and security restrictions, and Comic-Con line queueing, within the Project Site as shown on Exhibit 1, as more fully described below and shown on Exhibits 2 and 3.

This Permit shall have a term of five (5) years from its effective date, and shall permit the Project for the 2022 Comic-Con and subsequent four (4) Comic-Con events, subject to the Permittee obtaining all necessary agreements and permits from the District and other regulatory agencies. The “Development” section of this Permit represents a worst-case scenario, and activities and configuration of Project components may vary, but may not exceed the parameters described in this “Development” section, as determined by the



District (and in consultation with California Coastal Commission (CCC) staff), without a future amendment to this Permit.

Project Site

The Project site includes the areas surrounding the SDCC, including portions of EMPS and EMPS parking, the public promenade around the perimeter of EMPS, portions of the Embarcadero Promenade, a segment of Harbor Drive between First Avenue and Park Boulevard, Park Boulevard/Convention Way, and the front driveway and sidewalk in front of the SDCC (see Exhibit 1). The Project does not include the Comic-Con events and activities located inside the SDCC, as a Permit is not required for such activities. The Project also does not include areas within San Diego Unified Port District (District) leaseholds (i.e., Fifth Avenue Landing (FAL), Hilton San Diego Bayfront (Hilton), and San Diego Symphony Orchestra Association (SDSOA) (FAL, Hilton and SDSOA are collectively referred to as "District lessees"); District staff will work with the District lessees to ensure adequate public access is maintained in those areas.

Operations

Comic-Con is held annually in July at the SDCC. Comic-Con will have an approximate duration of 4.5 event days (Wednesday through Sunday), with 2.5 additional days for event setup and 2 days for breakdown, for a total duration of 9 days. During setup and breakdown, public access will be available. The Project includes Comic-Con operations within the District's jurisdiction within the Project site (see Exhibit 1).

Safety and Security Restrictions

For safety and security purposes, a partial segment of Harbor Drive, from First Avenue to Park Boulevard, and the front driveway in front of the SDCC (Exhibit 2), will be temporarily restricted to no general public vehicles and only available for Comic-Con shuttle loading and unloading, prepaid parking pass holders, emergency vehicles, and Americans with Disabilities Act access. If needed for COVID-19 related vaccine verification, the front driveway may be used for Comic-Con badge holder screening and line queuing. This restriction on Harbor Drive and the front driveway will be temporary and will occur as follows:

- Harbor Drive
 - Wednesday: 2:00 p.m. to 10:00 p.m. (maximum of 8 hours)
 - Thursday through Saturday: 7:00 a.m. to 10:00 p.m. (maximum of 15 hours each day)
 - Sunday: 7:00 a.m. to 8:00 p.m. (maximum of 13 hours)
- Front Driveway
 - Wednesday from 7:00 a.m. to 10:00 p.m. (maximum of 15 hours)
 - Thursday through Saturday: 7:00 a.m. to 10:00 p.m. (maximum of 15 hours each day)
 - Sunday: 7:00 a.m. to 8:00 p.m. (maximum of 13 hours)

However, Harbor Drive and the front driveway may be re-opened earlier than these stated times and durations when deemed safe by public safety officials. Market Street will be the



primary detour for general public vehicles. No later than 30 days prior to the start of the event, SDCCC will post the vehicular route detours on their website and include it in all applicable promotional materials (i.e., press releases, FAQs, and information brochures).

In addition, a portion of the sidewalk fronting the SDCC will be temporarily restricted to Comic-Con badge holders only (i.e., no general public) on Wednesday from 2:00 p.m. to 10:00 p.m. for a maximum of 8 hours; Thursday through Saturday from 7:00 a.m. to 10:00 p.m. for a maximum of 15 hours each day; and Sunday from 7:00 a.m. to 8:00 p.m. for a maximum of 13 hours. If needed for COVID-19 related vaccine verification, this sidewalk may be used for Comic-Con badge holder screening and line queuing. Similar to the Harbor Drive street segment and the front driveway, the sidewalk in front of the SDCC may be re-opened earlier than these stated times and durations when deemed safe by public safety officials. During the temporary sidewalk restriction times, general public pedestrians will be redirected to use the Martin Luther King (MLK) Promenade (See Exhibit 3). The SDCC, Plaza Park adjacent to the SDCC, and the sidewalk behind the SDCC between SDCC and Convention Way will be restricted to Comic-Con badge holders only (see Comic-Con Badge Holders Only in Exhibit 3).

Comic-Con Line Queuing

EMPS

SD Comic Convention will utilize a portion of EMPS for Comic-Con line queuing and reserve EMPS parking spaces for event vendors, equipment storage, portable restrooms, production area, and trash dumpsters (see Exhibit 3). The District will issue a Park Permit for SD Comic Convention's use of EMPS and reservation of Comic-Con parking spaces at EMPS. Portions of the public promenade around the perimeter of EMPS (along the entry roadway to EMPS and promenade surrounding SDSOA's The Rady Shell) may be partially used for line queuing, on a temporary basis, but a portion will always remain open to the general public, as well as necessary line breaks to allow for access to District tenant leaseholds, including, but not limited to District lessees. SD Comic Convention will continue to seek ways to reduce line queuing on the public promenades.

At minimum, 31 clearly marked parking spaces at EMPS will be available for public use on a first come first served basis, including dedicated spaces for public fishing pier users. At no times will the event prohibit pedestrian public access to the existing public fishing pier, water ferry, two eateries, and the public promenade around the perimeter of EMPS. During the event, vehicular public access to the waterfront, public fishing pier, adjacent businesses, and to the limited public parking (available on a first come first served basis) will be available via Convention Way (see Exhibit 3).

Embarcadero Promenade

As a result of COVID-19, State of California and County of San Diego requirements for indoor "mega-events" may result in the need for the project footprint to be expanded to include the Embarcadero Promenade to provide additional outdoor line queuing space for vaccine verification and/or attendee line queuing. SD Comic Convention shall first use all available surrounding outdoor areas for such queuing, such as: the SDCC front



driveway and the sidewalk fronting the SDCC, the eastern portion of EMPS (see “Line Queuing Area” in Exhibit 3), and portions of the public promenade around the perimeter of EMPS (along the entry roadway to EMPS and promenade surrounding SDSOA’s The Rady Shell).

If these areas are being used for line queuing and additional outdoor queuing space is needed, then SD Comic Convention may utilize a portion of the Embarcadero Promenade between the entrances to EMPS and EMPN (between Marina Walk and Convention Way, and segment adjacent to the Hyatt Hotel and Seaport Village¹) for additional Comic-Con queuing. Portions of the Embarcadero Promenade may be partially used for line queuing, on a temporary basis, but no less than 50% of the Promenade width) will always remain open to the general public, as well as necessary line breaks to allow for access to District tenant leaseholds, including, but not limited to District lessees. At no times will the event prohibit pedestrian public access to the Embarcadero Promenade. SD Comic Convention will continue to seek ways to reduce line queuing on the public promenades.

Public Access Plan

The Permittee shall implement a Public Access Plan (PAP) to ensure that certain areas within the Project site are available to, and accessible by, the general public during Comic-Con (see Exhibit 3, Public Access During Comic-Con). To ensure public access to the waterfront is maintained and available during Comic-Con, the Project includes the following public access requirements:

- No later than 30 days prior to the start of the event, SDCCC will post on their website and include in all applicable promotional materials (i.e., press releases, FAQs, and information brochures) available vehicular and pedestrian public accessways to the waterfront, and shall promptly notify District staff when this has been completed, and provide evidence of such completion. SD Comic Convention will provide links to this information on their webpage and will provide this information to their on-site event staff, and shall promptly notify District staff when this has been completed, and provide evidence of such completion.
- During the event, public pedestrian access to the waterfront will be provided via Marina Walk between the Manchester Grand Hyatt San Diego (Hyatt) and Marriott Marquis San Diego Marina (Marriott) hotels, Canyon Path between the Marriott hotel and SDCC, the public Pedestrian Bridge along Park Boulevard, and the sidewalk along the south side of Convention Way next to the Hilton hotel. District staff will work with the Marriott to ensure public access to the public restroom located on Marina Walk is available during daylight hours during Comic-Con.

¹ Pursuant to the Exclusive Negotiating Agreement between the District and 1HWY1, LLC (Developer) (Clerk’s Document No. 67343 as amended from time to time, the “ENA”), the District has the right in its sole and absolute discretion to use, operate, manage or lease all or any portion of the property covered by the ENA itself or through a third party for any and all legal uses, such as for Comic-Con attendee line queuing, until such time as a lease is executed by the District and Developer. Further, the District provided the Developer with written notice that a portion of the property covered by the ENA may be used for additional outdoor Comic-Con line queuing and/or vaccine verification for possible State of California and County of San Diego COVID-19 requirements and Developer did not object to the use.



Although not part of the project area, public pedestrian access will also be available via the MLK Promenade on the east side of Harbor Drive (see Exhibit 3).

- At no times will the event prohibit pedestrian public access to the existing public fishing pier, water ferry, two eateries, the Embarcadero Promenade, and the public promenade around the perimeter of EMPS (see Exhibit 3).
- SD Comic Convention will post public access signage indicating “bay access” to direct pedestrians to the waterfront during the event. The sizes of the public access signage will be approximately 3 feet by 7 feet for the meterboard signs and approximately 3.5 by 5 feet for the windjammer/windmaster signs, and they will contain the District logo. The signage will be double-sided such that it will be clearly visible from two directions, and will contain font large enough to be read from a distance. The signage will also contain website information on areas and amenities and any events that will be free to members of the public including, but not limited to, public restrooms, drinking fountains, water bottle filling stations, bike racks, etc. within or immediately adjacent to the project site. The public access signage will be located at Marina Walk between the Marriott and Hyatt hotels (2 signs), at Canyon Path between the Marriott hotel and SDCC (3 signs), at the Pedestrian Bridge (2 signs), and at the entrance to EMPS (see Bay Access Signage locations in Exhibit 3).
- During the event, vehicular public access to the waterfront, public fishing pier, adjacent businesses, and to limited public parking at EMPS (available on a first come first served basis) will be available via Convention Way (see Vehicle Public Access in Exhibit 3). SD Comic Convention will provide their on-site event staff (SD Comic Convention staff and/or contracted staff and/or security) with this information.
- If used for line queuing, SD Comic Convention will place ground decals on the northern segment of the public promenade along the entry roadway to EMPS, the public promenade around the perimeter of EMPS (around The Rady Shell), and the Embarcadero Promenade, to distinguish the public access routes from the temporary line queuing, and to ensure public access is available.
- SD Comic Convention will continue to provide on-site line management to monitor the lines during the event to ensure public access is available on portions of the public promenade around the perimeter of EMPS and the Embarcadero Promenade, if used for line queuing. No less than 50% of the Embarcadero Promenade width will always remain open to the general public.
- A minimum of 31 clearly marked parking spaces at EMPS shall be available and clearly labeled for public use on a first come first served basis, including dedicated spaces for public fishing pier users. During the event, SD Comic Convention on-site contracted staff and/or security will be located at the entrance of Convention Way and the EMPS parking lot to communicate, with each other and to the public,



the availability of public parking spaces, and accessibility to the public fishing pier and adjacent businesses. SD Comic Convention will provide their on-site event staff with this information. Furthermore, SD Comic Convention will post signage (approximately 4 feet by 4 feet) indicating "limited public parking available on a first come first served basis." (see Parking Signage locations in Exhibit 3) The signage will be placed near SD Comic Convention on-site contracted staff and/or security who will be located both at the entrance of Convention Way and the EMPS parking lot.

- During the event there will be no rideshare zones designated within EMPS.
- District staff will work with SD Comic Convention and SDCC to place on their webpages a map that clearly identifies areas and amenities and any events that will be free to members of the public including, but not limited to, public restrooms, drinking fountains, water bottle filling stations, bike racks, etc, within or immediately adjacent to the project site. The website information containing this map will also be included on the public access signage referenced above.
- During the event, SD Comic Convention, SDCCC, District staff, and, if requested by CCC staff, CCC staff, shall meet on site. After walking the site, SD Comic Convention, SDCCC, District staff, and CCC staff (if applicable) may agree to additional or revised public access components that will be memorialized in a final PAP Report for implementation in subsequent year(s), or, if determined by District staff to constitute a substantial revision to the Development, in consultation with CCC staff, shall require an amendment to this Permit.

PAP Report

Within 60 days after the event is complete, SDCCC, on behalf of SD Comic Convention, will submit to the District, in a form acceptable by the District, a PAP Report that demonstrates conformance with the PAP requirements of this Permit. The PAP Report shall, at a minimum, contain the following:

- Evidence that no later than 30 days prior to the start of the event, SDCCC posted on their website and included in all applicable promotional materials (i.e., press releases, FAQs, and information brochures) available vehicular and pedestrian public accessways to the waterfront, and that SD Comic Convention provided links to this information on their webpage and provided this information to their event staff.
- Evidence (such as video clips or photographs) that clearly indicates the following:
 - Portions of the Embarcadero Promenade, the promenade around the perimeter of EMPS, Convention Way, public parking at EMPS, the public fishing pier, water ferry, and two eateries were accessible to the public (pedestrians and vehicles, as appropriate) during the event.



- Placement of ground decals to distinguish the public access routes from the temporary line queuing on the promenade (at the EMPS promenade and the Embarcadero Promenade).
- Availability of a minimum of 31 clearly marked parking spaces at EMPS for public use on a first come, first served basis including dedicated spaces for public fishing pier users.
- SD Comic Convention contracted staff and/or security were located at the entrance of Convention Way and the EMPS parking lot to communicate, with each other and to the public, the availability of public parking spaces, and accessibility to the public fishing pier and adjacent businesses.
- No rideshare zones were designated within EMPS.
- Photographic evidence of adequate placement of “bay access” public access signage (approximately 3 feet by 7 feet for the meterboard signs or approximately 3.5 feet by 5 feet for the windjammer/windmaster signs) at the following locations (see also Bay Access Signage locations in Exhibit 3):
 - Marina Walk between the Marriott and Hyatt hotels (2 signs)
 - Canyon Path between the Marriott hotel and SDCC (3 signs)
 - The Pedestrian Bridge (2 signs)
 - The entrance to EMPS
- Photographic evidence of adequate placement of signage (approximately 4 feet by 4 feet) indicating “limited public parking available on a first come first served basis” and placed near SD Comic Convention on-site contracted staff and/or security located both at the entrance of Convention Way and the EMPS parking lot (see also Parking Signage locations in Exhibit 3).
- Results of SD Comic Convention, SDCCC, District staff, and CCC staff (if applicable) onsite meeting during the event, and description of any additional or revised public access components for the Project required for subsequent year events covered by this Permit.
- A summary of Permittee lessons learned and any proposed revisions to the public access requirements for the Project that shall be incorporated into the event for implementation in subsequent years.
- If the District imposes additional or revised public access components for the Project as part of the PAP (in consultation with CCC staff), the Permittee shall incorporate these into a Final PAP Report and submit it to the District. However, if District staff determines that these additional or revised public access components constitute a substantial revision to the Development, in consultation with CCC staff, the District shall require an amendment to this Permit.



COVID Emergency

While the District is the issuing agency of a Permit for the Project, the District is not responsible for deciding whether the Project moves forward considering COVID-19. However, the District recognizes the seriousness of COVID-19, COVID-19 orders, issued by the State, County of San Diego and the City of San Diego (collectively, Orders) and the importance of social distancing and public health and safety. Accordingly, the Project shall comply with all COVID-19 orders, and the Permittee shall obtain any necessary approvals from health officials to conduct the Project. Prior to commencement of the Project, Permittee shall provide, in a form acceptable to the District, proof of the necessary approvals from health officials to conduct the Project. Permittee acknowledges and agrees that the District has no liability, whether in law or equity, related to COVID-19 and the Project.

STANDARD PROVISIONS

1. Permittee shall adhere to the current plans for the Project as approved by the District and the project features, described above in the "DEVELOPMENT" section of this Permit, for the Project.
2. Permittee shall notify the District of any changes in the Project and herein described in the "DEVELOPMENT" section of this Permit. Notification shall be in writing and be delivered promptly to the District. District approval of the Project change may be required prior to implementation of any changes.
3. Permittee and the Project shall meet all applicable codes, statutes, ordinances and regulations, and Permittee shall obtain all necessary permits from local, regional, state, and federal agencies.
4. Permittee shall conform to, and this Permit is subject to, the Permit rules and regulations of the District, including, but not limited to, the District's Coastal Development Permit Regulations.
5. Permittee shall be responsible for compliance with ADA and Title 24 specifications.
6. Permittee shall commence development within two (2) years following the date of Permit issuance by the District. Construction shall be pursued in a diligent manner and completed within a reasonable period of time.
7. The Permit is in no way intended to affect the rights and obligations heretofore existing under private agreements nor to affect the existing regulations of other public bodies.
8. This Permit shall not be valid unless two copies have been returned to the Development Services Department of the District, upon which copies the Permittee has signed a statement agreeing that the Permittee will abide by the terms, conditions, limitations, and provisions of the permit.



9. The Permittee and contractor shall perform all best management practices (BMPs) during construction and maintenance operations. This includes no pollutants in the discharges to storm drains or to Pacific Ocean, to the maximum extent practicable.
10. All District tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, as amended by Order Nos. R9-2015-001 and R9-2015-0100, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109226, Waste Discharge Requirements for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds Within the San Diego Region (Municipal Permit). The Municipal Permit prohibits any activities that could degrade stormwater quality.

The Permittee shall ensure that post-construction / operational use of the Project Site complies with the Municipal Permit and District direction related to permitted activities including the requirements found in the District's Jurisdictional Runoff Management Program (JRMP). The JRMP is available on the District website: <https://pantheonstorage.blob.core.windows.net/environment/JRMP-document-and-appendices-January-2019.pdf> or by contacting the Stormwater Program, (619) 686-6254.

11. The Project may be subject to the District post-construction BMP requirements. If so, approval of the Project by the District is necessarily conditioned upon submission by the Permittee of a specific Stormwater Quality Management Plan (SWQMP) for the Project that meets District requirements and is compliant with the District BMP Design Manual (JRMP Appendix D). If required, the Permittee shall implement all post-construction structural and non-structural BMPs throughout the life of the Project.

The implementation and maintenance of the post-construction BMPs constitute regulatory obligations for the Permittee, and failure to comply with the Municipal Permit, the JRMP, or the District approved SWQMP, including the specific BMPs contained therein, may be considered a violation of the permit and a violation of District Code.

12. In the discretion of the District, prior to commencement of construction, Permittee may be required to require that their contractor(s) furnish security, naming the District as a dual obligee, in the form of a performance bond and a payment bond, each in an amount deemed appropriate by the District to guarantee payment of the subcontractors, completion of the approved work under this Permit, and compliance with the conditions and limitations upon which such Permit is granted. Prior to commencement of construction, Permittee may also be required by the District to furnish security in the form of a payment bond in an amount deemed appropriate by the District to guarantee payment to the contractor(s) for work performed under this Permit.



13. By accepting this Permit, Permittee acknowledges and agrees (a) that the Project site may be subject to environmental and other conditions and hazards; (b) to assume the risks to the Permittee of injury and damage to Permittee, contractors, subcontracts, sponsors, vendors, patrons, the District, its Board of Port Commissioners, officers, agents and employees ("District" for purposes of this condition), attendees, and the public attending the event or on the Project Site during the event (including setup and breakdown) (collectively, "Potential Claimant"), from such conditions and/or conditions created by Permittee in connection with the implementation or operations of the Project; (c) to unconditionally waive any claim of damage or liability against the District for injury or damage to Potential Claimants from such conditions and/or from the conditions created by the Permittee in performing the or operating the Development and/or Project for which this Permit is issued; (d) to defend, indemnify and hold harmless, and require that Permittee's contractor(s) engaged to perform the development on the Project defend, indemnify and hold harmless, the District from any claim, demand, liability, loss, action, administrative agency appeal, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, "Claims") arising out of, resulting from, or in any way related to the performance of the development by Permittee or Permittee's contractor(s) for which this Permit is issued, with the exception of any claim, action, damages, liability or costs arising or resulting from the Project caused by the gross negligence or willful misconduct of the District; (e) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to the Project and/or Permittee's operation of the Project Site with the exception of any claim, action, damages, liability or costs arising or resulting from the Project caused by the gross negligence or willful misconduct of the District; (f) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to the District's approval of the Project, the granting of this Permit, and the District's adoption and approval of any environmental analysis under the California Environmental Quality Act; and (g) that Permittee shall have sufficient insurance for development and operation of the Project and name the District as an additional insured on all policies of insurance, now in existence or to be obtained by Permittee for the Project and that Permittee will require Permittee's contractors to name the District as an additional insured on all policies of insurance, now in existence or to be obtained by them, for the work conducted pursuant to this Permit.
14. Permittee acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Permittee, and not the District, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with the Project, shall comply with the requirements of California's prevailing wage laws (the "PWL"), to the extent such laws are applicable; and (b) it is the sole and exclusive responsibility of Permittee, and not the District, to determine whether the Project is subject to the PWL by obtaining a determination by means that do not involve the District. If the Project is determined to be subject to the PWL, Permittee shall comply with all applicable provisions of the PWL, and shall take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in



connection with the Project shall likewise comply with all applicable provisions of the PWL.

Permittee further acknowledges and agrees that Permittee's failure to comply with all applicable provisions of the PWL, and/or their failure to take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the Project comply with all applicable provisions of the PWL, shall render Permittee, and not the District, liable for all remedies (inclusive of all applicable fines and penalties), afforded by law as a consequence of such non-compliance. Permittee expressly agrees to defend, indemnify and hold harmless the District, from any claim, demand, liability, loss, action, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment arising out of, resulting from, or in any way related to the PWL (collectively "PWL Claim") made against or incurred by the District in any capacity (including, without limitation, as a real party in interest), except for any PWL Claim arising out of the sole negligence or willful misconduct of the District.

15. The conditions of this Permit are independent of, and in addition to, the obligations of the Permittee under any existing lease(s), Tidelands Use and Occupancy Permit(s), or other contractual agreement(s) with the District, and are binding upon Permittee and its agents, representatives, successors and permitted assigns.

INSTALLATION AND PREPARATION MEASURES

1. To minimize noise during construction, the Permittee will require the construction contractor to (a) restrict normal construction activities from 7:00 am to 7:00 pm; (b) keep construction equipment as far as possible from sensitive receptors; and (c) provide acoustical shielding around equipment operating at night, from 10:00 pm to 7:00 am.
2. To minimize nuisance effects from lights or glare during installation and preparation, the Permittee will require the construction contractor to shield and direct night lighting away from adjacent areas.
3. All construction equipment shall be maintained in peak condition to reduce operational emissions.
4. Diesel equipment shall use low-sulfur diesel fuel.
5. Electric equipment shall be used to the maximum extent feasible during construction.
6. The Permittee shall require the construction contractor to provide construction employees with transit and ride share information.
7. The Permittee shall ensure that any site contamination is identified and a site restoration plan, acceptable to the appropriate regulatory agencies, is prepared and



implemented to reduce any existing contamination to a level that has no potential to threaten employee or human health as defined under existing regulations. If any potential exists for impacts to employee health from exposure to hazardous materials, workers shall be provided with adequate protective gear.

8. The Permittee shall require all employees that are exposed to noise levels in excess of Occupational Safety and Health Administration hearing protection thresholds, during construction or operation, to wear noise protection devices (ear plugs and covers) that are protective of individual hearing.

SPECIAL PROVISIONS

1. Permittee shall comply with the Project Description under the above "DEVELOPMENT" section of this Permit.
2. This Permit shall have a term of five (5) years from its effective date and shall only permit the annual temporary activities described in the "DEVELOPMENT" section of this Permit. This condition shall not be interpreted or construed as an admission or guarantee of District sponsorship or funding of the Project or event.

While this Permit has a term of five (5) years, annual operation of the Project and development of the Project as specified in the "DEVELOPMENT" section of this Permit is expressly conditioned on Permittee obtaining all applicable agreements and permits from the District and other relevant local, regional, State or federal agencies (collectively, "Approvals"), and said Approvals, if discretionary, from the District may be withheld by the District in its sole and absolute discretion. Permittee assumes the risk that Approvals may not be granted and if any Approvals are not granted, the Applicant shall waive all Claims it may have against the District in law and in equity.

3. For the subsequent year(s) the Project is proposed to occur for the remainder of the five year Permit term, and within 100 days prior to the start of the Project, Permittee shall submit a project application to the District's Development Services Department for District staff to review for consistency with this Permit. Project components may not exceed the parameters described in the "Development" section of this Permit, as determined by the District, without a future amendment to this Permit.
4. Within 30 days prior to the start of the Project described under the "DEVELOPMENT" section of this Permit, Permittee must apply for and obtain all other Approvals from the District as applicable, from the Real Estate Department, Parks and Recreation Department, and other relevant local, regional, State or federal agencies, each year the event is proposed to be held covered by this Permit.
5. Per the California Coastal Commission Temporary Event Guidelines (adopted by the California Coastal Commission on May 12, 1993), the Project must be held in the same location, at a similar season, and for the same duration, with operating and environmental conditions substantially the same as those associated with this



approved event in order to rely on this Permit and be excluded from further Coastal Act permitting requirements. The Permittee must demonstrate conformance with these Guidelines each year covered by this Permit the development is proposed through the submission of a written report to the District as part of its application, or an amendment to this Permit or a new Permit would be required to be obtained prior to event start.

6. Permittee shall comply with the Public Access Plan (PAP) described in the above "DEVELOPMENT" section of this Permit (see also Exhibit 3, Public Access During Comic-Con). Within 60 days of completion of the event for each year covered by this Permit, Permittee shall submit a PAP Report, in a form acceptable by the District, demonstrating conformance with the PAP requirements of this Permit. The PAP Report shall contain, at a minimum, the components described in the above "PAP Report" subsection of the "DEVELOPMENT" section of this Permit.
7. At no times will the event prohibit pedestrian public access to the existing public fishing pier, water ferry, two eateries at EMPS, the Embarcadero Promenade, and the public promenade around the perimeter of EMPS.
8. A portion of the Embarcadero Promenade (no less than 50% of the Promenade width) shall remain open at all times during the event to the general public to facilitate public access to the bayfront.
9. During the event, vehicular public access to the waterfront, public fishing pier, adjacent businesses, and to limited public parking (available on a first come first served basis) at EMPS will be available via Convention Way.
10. During the event, SD Comic Convention, SDCCC, District staff, and, if requested by CCC staff, CCC staff, shall meet on site. After walking the site, SD Comic Convention, SDCCC, District staff, and CCC staff (if applicable) may agree to additional or revised public access components that will be memorialized in a final PAP Report for implementation in subsequent years, or, if determined by District staff to constitute a substantial revision to the Development, in consultation with CCC staff, shall require an amendment to this Permit.
11. No street segment temporary restrictions other than at Harbor Drive, from First Avenue to Park Boulevard, described under the "DEVELOPMENT" section above, shall be permitted without an amendment to this Permit.
12. Due to the unique nature of the Project, Standard Provision 12 above does not apply to the Project.
13. Permittee shall have insurance as required by, and consistent with, a District-issued Park Permit, which shall satisfy Standard Provision 13(g) above.



14. The Project shall comply with the COVID-19 Orders, and Permittee shall obtain any necessary approvals from health officials to conduct the Project. Prior to commencement of the Project, Permittee shall provide, in a form acceptable to the District, proof of the necessary approvals from health officials to conduct the Project.

Exhibits:

1. Project Site
2. Temporary Partial Street, Driveway, and Sidewalk Segment Restrictions
3. Public Access During Comic-Con

If you have any questions on this permit, please contact the Development Services Department of the San Diego Unified Port District at (619) 686-6419.

JOSEPH STUYVESANT
President/Chief Executive Officer

By: *Wileen C. Manaois*
Wileen C. Manaois
Director, Development Services

I have read and understand the *reasonable* terms, conditions, limitations, and provisions of this permit and agree to abide by them. *I further understand that the reasonable terms, conditions, limitations, and provisions of the permit are material to its issuance by the District, and that such terms, conditions, limitations, and provisions are included to ensure consistency with applicable laws and regulations, including the Coastal Act. Any failure to abide by the reasonable terms, conditions, limitations, and provisions may result in enforcement by the District and/or the California Coastal Commission, including revocation, as may be warranted.*

Fae Desmond
Signature of Permittee
*Fae Desmond, Executive Director
San Diego Comic Convention*

Jun 10, 2022
Date

Clifford "Rip" Rippetoe
Signature of Permittee
*Clifford "Rip" Rippetoe
San Diego Convention Center Corporation*

Jun 10, 2022
Date

Exhibit 1 – PROJECT SITE

ed Map
escription for your map



Exhibit 2 - TEMPORARY PARTIAL STREET, DRIVEWAY, AND SIDEWALK SEGMENT RESTRICTIONS

(for Comic-Con shuttles, emergency vehicles, pre-paid parking pass holders, ADA access, and attendee screening and associated queuing)



SAN DIEGO CONVENTION CENTER



LEGEND

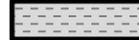
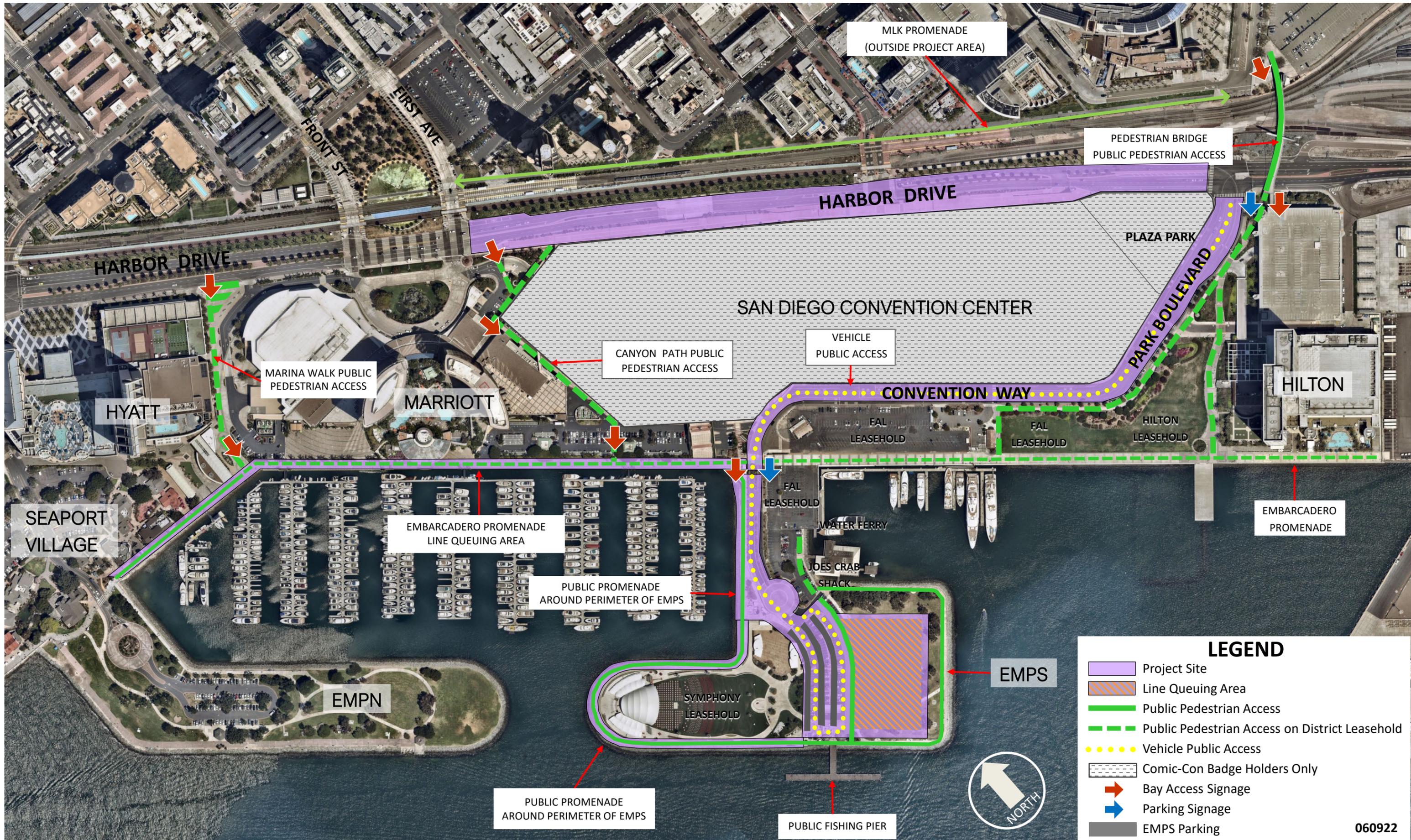
-  Comic-Con Badge Holders Only
-  Harbor Drive
-  Convention Center Driveway
-  Convention Center Sidewalk

Exhibit 3 - PUBLIC ACCESS DURING COMIC-CON



LEGEND

- Project Site
- Line Queuing Area
- Public Pedestrian Access
- Public Pedestrian Access on District Leasehold
- Vehicle Public Access
- Comic-Con Badge Holders Only
- Bay Access Signage
- Parking Signage
- EMPS Parking

Certificate Of Completion

Envelope Id: 0EB4825984834A85BCF1517043D72E2C
Subject: Please DocuSign: CDP for Public Access During Comic-Con FINAL 2022
Source Envelope:
Document Pages: 18
Certificate Pages: 6
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Lillian Mattes
3165 Pacific Highway
San Diego, CA 92101
lmattes@portofsandiego.org
IP Address: 76.172.75.205

Record Tracking

Status: Original
6/9/2022 5:37:54 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Lillian Mattes
lmattes@portofsandiego.org
Pool: StateLocal
Pool: San Diego Unified Port District

Location: DocuSign

Location: DocuSign

Signer Events

Fae Desmond
fae@comic-con.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

Fae Desmond

Signature Adoption: Pre-selected Style
Signed by link sent to fae@comic-con.org
Using IP Address: 68.7.86.94

Timestamp

Sent: 6/9/2022 5:55:11 PM
Viewed: 6/10/2022 9:28:24 AM
Signed: 6/10/2022 3:21:26 PM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2022 9:28:24 AM
ID: f0a40c7c-6a32-4829-a233-2ac13dc7956f
Company Name: San Diego Unified Port District

Clifford "Rip" Rippetoe
Rip.Rippetoe@visitsandiego.com
Security Level: Email, Account Authentication (None)

Clifford "Rip" Rippetoe

Signature Adoption: Pre-selected Style
Signed by link sent to
Rip.Rippetoe@visitsandiego.com
Using IP Address: 163.47.53.11

Sent: 6/10/2022 3:21:28 PM
Viewed: 6/10/2022 5:46:36 PM
Signed: 6/10/2022 5:47:15 PM

Electronic Record and Signature Disclosure:

Accepted: 6/10/2022 5:46:36 PM
ID: 5e8bee62-4b45-4ed5-9324-6e8391ed6078
Company Name: San Diego Unified Port District

Wileen C. Manaois
wmanaois@portofsandiego.org

Security Level: Email, Account Authentication (None)

Wileen C Manaois

Signature Adoption: Drawn on Device
Signed by link sent to
wmanaois@portofsandiego.org
Using IP Address: 75.32.232.165
Signed using mobile

Sent: 6/10/2022 5:47:18 PM
Viewed: 6/10/2022 8:27:18 PM
Signed: 6/10/2022 8:27:43 PM

Electronic Record and Signature Disclosure:

Accepted: 4/29/2021 1:44:00 PM
ID: c933424f-8e89-4f4b-a1e4-1bf135a6efa1
Company Name: San Diego Unified Port District

Signer Events	Signature	Timestamp
<p>Gabby Livingston glivingston@portofsandiego.org Document Management Associate-ODC Port of San Diego Signing Group: ODCDocuSign Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Signed by link sent to glivingston@portofsandiego.org Using IP Address: 207.215.153.162</p>	<p>Sent: 6/10/2022 8:27:45 PM Viewed: 6/13/2022 8:48:22 AM Signed: 6/13/2022 9:01:20 AM</p>

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Fae Desmond fae@comic-con.org Executive Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/10/2022 9:28:24 AM ID: f0a40c7c-6a32-4829-a233-2ac13dc7956f Company Name: San Diego Unified Port District</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 6/13/2022 9:01:23 AM</p>
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<p>Clifford "Rip" Rippetoe Rip.Rippetoe@visitsandiego.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 6/10/2022 5:46:36 PM ID: 5e8bee62-4b45-4ed5-9324-6e8391ed6078 Company Name: San Diego Unified Port District</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 6/13/2022 9:01:24 AM</p>
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<p>Wileen C. Manaois wmanaois@portofsandiego.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/29/2021 1:44:00 PM ID: c933424f-8e89-4f4b-a1e4-1bf135a6efa1 Company Name: San Diego Unified Port District</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 6/13/2022 9:01:24 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/9/2022 5:55:11 PM
Certified Delivered	Security Checked	6/13/2022 8:48:22 AM
Signing Complete	Security Checked	6/13/2022 9:01:20 AM
Completed	Security Checked	6/13/2022 9:01:24 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, San Diego Unified Port District (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 the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, you will no longer be able to use the DocuSign system 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 the DocuSign system 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 San Diego Unified Port District:

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: rsanagus@portofsandiego.org

To advise San Diego Unified Port District of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from San Diego Unified Port District

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 email to rsanagus@portofsandiego.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with San Diego Unified Port District

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to rsanagus@portofsandiego.org and in the body of such request you must state your email, full name, mailing address, and telephone 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify San Diego Unified Port District as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by San Diego Unified Port District during the course of your relationship with San Diego Unified Port District.