

San Diego Unified Port District

**CEQA and COASTAL DETERMINATIONS
and
NOTICE OF APPROVAL**

Project: License Agreement for Temporary Advertising on Tower 1 and Tower 3 of the Wyndham San Diego Bayside
Location(s): 1355 North Harbor Drive, San Diego, CA 92101
Parcel No.(s): 017-015
Project No.: 2017-147
Applicant: David Kohuetek, Felcor Hotel Asset Company LLC, 1355 North Harbor Drive, San Diego, CA 92101
Date Approved: August 17, 2017

Project Description

The proposed project is a License Agreement and the installation of temporary advertising signage; proposed to be placed on the two north-facing outer wall surfaces of Tower 1 and Tower 3 of the Wyndham San Diego Bayside Hotel. As shown on Attachment A, the advertising signage shall face N Harbor Drive and no signage will be directed toward the Bay. The License Agreement will be in substantial form as the agreement attached hereto as Attachment B. The area proposed for use under this License Agreement will be used only and exclusively for the purpose of installing, operating and removing two (2) non-illuminated vinyl wall signs and displaying advertising thereon and for no other purpose whatsoever. The proposed advertising is for a temporary campaign promoting the Qualcomm Corporation, a prominent San Diego based corporation. A total of two advertising signs would be allowed with one measuring approximately 1,400 square feet (sf) (20 feet wide by 70 feet high) on the north-facing wall of Tower 1 and the other measuring approximately 1,400 sf (20 feet wide by 70 feet high) on the north-facing wall of Tower 3. The advertising would be displayed for a total of no more than thirty (30) days, including set-up and take down. Consistent with the terms of the License Agreement, the following items are strictly prohibited and shall result in immediate termination of the License Agreement without notice to Licensee: (a) light shows, (b) electrical improvements to the signage, walls, or premises, or (c) illumination, including but not limited to electronic, digital, or similarly illuminated components, of the signage, premises, or walls.

In August 2017, an aesthetics analysis was performed, entitled Aesthetic/Visual Quality Analysis for the Wyndham San Diego Bayside Building Wrap Project (Aesthetics Analysis), attached hereto as Attachment C. The Aesthetics Analysis found that the signage features, the temporary nature of the signs, and the urban nature of the surrounding area (i.e., the County of San Diego Administration Building, B Street Cruise Ship Terminal, 1220 N Harbor Drive Naval Facility North Embarcadero attractions, downtown San Diego) will ensure that the signage will not create visual or aesthetic impacts.

The License Agreement is anticipated to commence on September 1, 2017 and terminate on September 30, 2017 for a total period of thirty days. No extensions are allowed pursuant to the License Agreement. Both the installation and the removal will require the use scaffolding; however, the District's Standard License Agreement Terms for building wraps (see Exhibit B to Attachment A), which applies to all building wraps and are incorporated as project features, requires that:

- Installation and removal shall not block access to and from parking areas, public recreation areas, or surrounding properties;
- During installation and removal, if surrounding pedestrian walkways are temporarily blocked, they shall be redirected via a temporary detour for users of those pedestrian walkways. The detour area would be limited to only that which is necessary to circumvent the area under the boom lift and must be clearly delineated with signs. If a detour is not possible based on the position of the

boom lift, the operator shall ensure that the boom lift not be in operation and workers on boom lifts are not actively working during any period of time that the general public is traversing under the path of the lift. These measures shall only be implemented when needed to ensure safety of pedestrians; and

- Signage, including without limitation, building wraps, may not be installed or removed on days where an event is permitted in adjacent areas or during peak am and pm traffic periods. The operator must demonstrate this by submitting a Traffic Management Plan to the District's Development Services Department for periods of installation and removal, if equipment used for installation, removal, and/or maintenance encroaches into public right of way..

The following categorical determinations are based on the License Agreement, the tenant application and all project information known to the District as of the date of this determination.

CEQA DETERMINATION

Based upon the above description, the project is determined to be Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Sections 15301 (Existing Facilities), 15303 (New Construction of Conversion of Small Structures), and 15311 (Accessory Structures) and 3.a., 3.c. and 3.i. (5) of the District's *Guidelines for Compliance with CEQA* because the project proposes installation of temporary advertising signage that would have no permanent effects on the environment. Sections 3.a., 3.c., and 3.i. (5) of the District's CEQA Guidelines are as follows:

- 3.a. Existing Facilities (SG § 15301) (Class 1): Includes operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing.

AND/OR

- 3.c. New Construction of Conversion of Small Structures (SG § 15303) (Class 3): Includes construction of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and conversion of existing small structures from one use to another with minor modifications to the exterior of the structure.

AND/OR

- 3.i. Accessory Structures (SG § 15311) (Class 11): Includes construction, or placement of minor structures accessory to (appurtenant to) existing facilities, including, but not limited to:

(5) Placement of temporary use items.

The Categorical Exemptions listed above includes a non-exclusive list of structures. The proposed signage is similar to the structures included therein and is temporary in nature. It is appropriate for the proposed project because it involves the installation of temporary signage on existing hotel towers that would have no permanent effects on the environment. Additionally, the Aesthetics Analysis was completed for the project and found no impacts from the temporary signage.

Pursuant to CEQA Guidelines Section 15062, a 35-day statute of limitations for this CEQA exemption shall apply from the date a Notice of Exemption is posted with the San Diego County Clerk, or a 180-day statute of limitations for this CEQA exemption shall apply if no Notice of Exemption is filed.

The proposed project complies with Section 87 of the Port Act, which allows for all commercial and industrial uses and purposes, and the construction, reconstruction, repair, and maintenance of commercial and industrial buildings, plants, and facilities. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed project is

consistent with the Public Trust Doctrine.

CALIFORNIA COASTAL ACT

PORT MASTER PLAN

The project site is located in Planning District 3, Centre City Embarcadero, which is delineated on Precise Plan Map Figure 11 of the certified Port Master Plan. The Port Master Plan land use designation within the limits of the proposed project is Commercial Recreation. The project conforms to the certified Port Master Plan because the project proposes the installation of temporary advertising signage on two existing hotel towers that is consistent with the certified land use designation. Temporary advertising signage, which is ancillary or accessory to a hotel, is allowed uses in the Commercial Recreation designation because they promote commercial and visitor serving uses and do not change the underlying hotel use nor would it interrupt the existing conforming use of the site. Therefore, the use would be consistent with the certified land use designation and the certified Port Master Plan.

CATEGORICAL DETERMINATION

The above project proposes the installation of a temporary advertising signage on two existing hotel towers that would involve negligible expansion in use beyond the previously existing. This project is consistent with the existing certified land use designation and is Categorical Excluded under Sections 8.a. (7), 8.c. (3) of the District's *Coastal Development Permit Regulations*, as follows:

8.a. Existing Facilities: The operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing.

8.c. New Construction or Conversion of Small Structures:

Construction and location of limited numbers of new small facilities or structures and installation of small, new, equipment and facilities, involving negligible or no change of existing use of the property, including but not limited to:

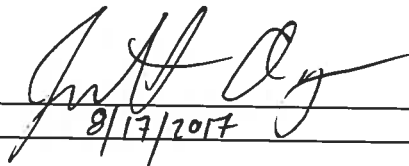
- (3) Accessory structures, including, but not limited to, on-premise signs, small parking lots, fences, walkways, swimming pools, miscellaneous work buildings, temporary trailers, small accessory piers, minor mooring facilities, buoys, floats, pilings, or similar structures; and seasonal or temporary use items such as lifeguard towers, mobile food units, portable restrooms, or similar structures.

The Categorical Exclusion listed above includes a non-exclusive list of structures. The proposed signage is similar to the structures included therein and is temporary in nature. Moreover, the project features, as well as the nature of the project site ensure that the visual resource policies of the Coastal Act and Port Master Plan are met.

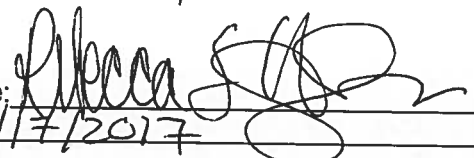
Pursuant to California Coastal Act Section 30717, there is a 10-working-day period to appeal this "Coastal Act Categorical Determination of Exclusion" to the California Coastal Commission.

RANDA CONIGLIO
President/CEO

Determination by:
Juliette Orozco
Associate Planner
Development Services – Real Estate Development

Signature: 
Date: 8/17/2017

Deputy General Counsel

Signature: 
Date: 8/17/2017

ATTACHMENT A



ATTACHMENT B

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), granted this 1st day of September, 2017, by the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "District," to FELCOR HOTEL ASSET COMPANY, LLC, a Delaware limited liability company, dba WYNDHAM SAN DIEGO BAYSIDE, hereinafter called "Licensee,"

RECITALS

WHEREAS, District and Licensee are parties to that certain Amended and Restated Lease dated March 15, 2016 filed with the Office of the District Clerk on March 16, 2016 as Document No. 64602 ("Lease"); and

WHEREAS, the Lease does not permit advertising devices or temporary signs to be flown, installed, placed or erected on the Leased Premises (as defined in the Lease); and

WHEREAS, the Board of Port Commissioners adopted Ordinance 2891 on May 16, 2017, which adds Section 8.32 to San Diego Unified Port District Code ("SDUPD Code"); and

WHEREAS, Section 8.32 establishes a one-year pilot program regulating building wraps on Qualifying Buildings located within a defined Commercial District; and

WHEREAS, the Commercial District is defined in Section 8.32 as those areas currently designated as "Commercial Recreation" in Planning District 3 – Centre City Embarcadero, or as such areas may be depicted in any subsequent Port Master Plan; and

WHEREAS, the Licensee's leasehold is located within the Commercial District; and

WHEREAS, a Qualifying Building is defined as a structure within the Commercial District not owned by the District having a roof supported by permanent columns or walls intended for use by humans for commercial use; and

WHEREAS, the Wyndham San Diego Bayside hotel ("Hotel") is a structure within the Commercial District owned by the Licensee during the term of the Lease having a roof

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supported by permanent columns or walls intended for use by humans for commercial use; and

WHEREAS, Licensee is a "tenant in good standing" under the Lease, as such phrase is defined in Section II.B.4 of the Board of Port Commissioners Policy No. 355 ("BPC 355"); and

WHEREAS, the District and Licensee are now desirous of entering into this License to set forth the terms and conditions upon which the Licensee may install, erect, affix, place, display, operate, and remove building wrap(s) on the Premises (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, District hereby grants to Licensee, upon the terms and conditions and for the purposes and uses hereinafter set forth, the right to:

Install, place, erect, affix, display, operate, and remove one (1) single non-illuminated building wrap on each of the two north-facing wall surface locations of the Hotel designated as Tower 1 and Tower 3 as depicted on Exhibit A attached hereto and incorporated herein by reference ("Premises") located on the Leased Premises (as defined in the Lease).

This License is granted upon the following terms and conditions:

1. **RECITALS:** The Recitals set forth above are hereby incorporated by reference and deemed a part of this License.
2. **TERM:** The term of this License shall commence on September 1, 2017 ("Commencement Date") and end on September 30, 2017, unless terminated earlier as provided herein (the "Term").
3. **USE OF PREMISES:** The Premises shall be used only for installing, placing, erecting, affixing, displaying, operating or removing two (2) non-illuminated building wraps on the Premises and for no other purpose. Each building wrap shall not be in excess of 20 feet by 70 feet and shall be fabricated using materials that are transparent such as reinforced vinyl, perforated mesh, or other building wrap material temporarily affixed to the side of a Qualifying Building (as defined in Section 8.32). No building wrap shall be affixed to the Premises without the prior inspection and approval by the Inspector (as defined in Section 8.32) of the District. Further, each building wrap under this License shall be limited to a maximum display period of thirty (30) days, including

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any day in which any portion of the building wrap is displayed, with a one-day set up and a one-day take down period.. The following items are strictly prohibited and shall result in immediate termination of this License without notice to Licensee: (a) light shows, (b) electrical improvements to the building wraps, walls, or any part of the Premises, or (c) illumination, including but not limited to, electronic, digital, or similarly illuminated components, of the building wraps, walls, or any part of the Premises. Licensee agrees that it shall make no changes or alterations on, in, through or under the Premises, nor make, erect, or install any signs on the Premises (except for the building wraps expressly permitted under this License), or other improvements thereon without the consent in writing of the Executive Director of the District. Licensee shall comply with the "Standard License Agreement Terms" attached hereto as Exhibit B and incorporated herein by reference.

4. **RENT:** As and for the rental, Licensee agrees to pay to the District percentage rent in accordance with the following:

(a) Percentage rent shall be calculated for the term of this License and shall be based on the following percentages of the gross income of the operations and businesses conducted on or from the Premises by Licensee or a party operating through Licensee:

- (1) Twenty Percent (20%) of the gross income from any and all sales of advertising space on the Premises; and
- (2) Fifty percent (50%) of the gross income from any and all services from or use of the Premises that are not permitted under this License and not otherwise addressed within the foregoing provisions ("Unauthorized Uses").

The existence of the fifty percent (50%) charge in this Subparagraph 4(a)(2) and the payment of this charge or any part thereof, does not constitute an authorization for a particular service or use, and does not waive any District rights to terminate a service or use or to default Licensee for participating in or allowing any unauthorized use of the Premises.

(b) Within (5) days after the expiration, or earlier termination, of this License, Licensee shall render to District, in a form prescribed by the District, a detailed report of gross income for the Term of this License. The report shall

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be signed by Licensee or its authorized representative under penalty of perjury and shall include the following:

- (1) The total gross income for the sales of advertising space on the Premises and Unauthorized Uses during the term of this License. The total gross income shall include all income from the sale of advertising on the Premises, from whatever source derived, and whether for cash or credit. Bad debt losses shall not be deducted from the gross income.
 - (2) Copies of all invoices for the sale of advertising space and Unauthorized Uses on the Premises.
 - (3) The related itemized amounts of percentage rent computed, as herein provided, and the total thereof.
- (c) Concurrently with the delivery of the report of gross income for the sale of advertising space, Licensee shall pay the total percentage rent computed for the Term of the License.
- (d) All payments shall be delivered to and statements required in Paragraph 4(b) above shall be filed with the Treasurer of the District. Checks shall be made payable to the San Diego Unified Port District and mailed to the Treasurer's Office, San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, or delivered to the Treasurer's Office, San Diego Unified Port District, 3165 Pacific Highway, San Diego, California. District may change the designated place of payment and filing at any time upon ten (10) days' written notice to Licensee. Licensee assumes all risk of loss and responsibility for Late Charges, as hereinafter described, if payments are made by mail.
- (e) Licensee hereby acknowledges that late payment by Licensee to District of rent and other sums due hereunder will cause District to incur costs not contemplated by this License. Accordingly, in the event Licensee is delinquent in rendering to District an accounting of rent due or in remitting the rent due in accordance with the rent provisions of this License, Licensee shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If rent is still unpaid at the end of fifteen (15) days, Licensee shall pay an additional five percent (5%) [being a total of ten percent (10%)] (collectively, "Late Charges"). The parties hereby agree that said Late Charges are additional rent and are not interest, and that

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said Late Charges are appropriate to compensate District for loss resulting from rent delinquency including, without limitation, lost interest, lost opportunities, legal costs, and the cost of servicing the delinquent account.

Notwithstanding the foregoing, in no event shall the charge for late submittal of an accounting of rent due and/or late payment of rent be less than Twenty-Five Dollars (\$25). Acceptance of such Late Charges and any portion of the late payment by District shall in no event constitute a waiver of Licensee's default with respect to such overdue amount, nor prevent District from exercising any of its other rights and remedies. The Executive Director of District shall have the right to waive for good cause any Late Charges upon written application of Licensee for any such delinquency period.

- (f) All payments by Licensee to District shall be by a good and sufficient check. No payment made by Licensee or receipt or acceptance by District of a lesser amount than the correct amount due under this License shall be deemed to be other than a payment on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and District may accept such check or payment without prejudice to District's right to recover the balance or pursue any other available remedy.
- (g) Licensee shall, at all times during the term of this License, keep or cause to be kept, accurate and complete records and double entry books of account of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents of original entry such as sales invoices, bank depository documentation, purchase invoices, or other pertinent supporting documents. Financial statements (a balance sheet and income/expense statement), based upon the double entry books of account, shall be prepared not less than annually.

All Licensee's books of account, records, financial statements, and documentation related to this License or to business operations conducted within or from the Premises, shall be kept at such locations as are acceptable to District. District shall have the right at any and all reasonable times to examine and audit said books, records, financial

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statements, and documentation, without restriction, for the purpose of determining the accuracy thereof, the accuracy of the report of gross income submitted, and the accuracy of the rent paid to the District. In the event that the Licensee's business operations conducted within or from the Premises are part of a larger business operation of the Licensee, and any part of the books, records, financial statements and documentation required herein is prepared only for the larger operation, and not solely for the business operations of the Premises, then the District shall also have the right to examine and audit that part of said books, records, financial statements, and documentation of the larger business operation.

Licensee's failure to keep such books of account, records, financial statements, and documentation and make them available for inspection by District is a breach of this License and cause for termination. The Executive Director shall have the discretion to require the installation of any additional accounting methods or controls she may deem necessary, subject to prior written notice. In the event the Licensee does not make available the original records and books of account within the limits of San Diego County, Licensee agrees to pay all necessary travel expenses incurred by District in conducting an audit at the location where said records and books of account are maintained.

Additionally, if the audit reveals a discrepancy of more than five percent (5%) between the rent due as reported by Licensee and the rent due as determined by the audit, and/or Licensee has failed to maintain complete and accurate books of account, records, financial statements, and documentation in accordance with this License, then Licensee shall pay the cost of the audit, as determined by the Executive Director, plus the rent determined to have been underpaid. In addition, should Licensee fail to pay said amounts within thirty (30) days after written notice from District, then Licensee shall pay an additional fee of ten percent (10%) of said unpaid amounts as compensation to District for administrative costs, as previously described herein, along with the rent determined to have been underpaid.

Furthermore, if the audit reveals that rent due to District is less than five percent (5%) between the rent due as reported by Licensee and the rent due as determined by the audit, and should Licensee fail to pay said unpaid rent within thirty (30) days after written notice from District, then Licensee shall pay an additional fee of ten percent (10%) of said unpaid

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rent as compensation to District for administrative costs, as previously described herein, along with the rent determined to have been underpaid.

Licensee agrees to pay such amounts set forth above. Acceptance of Late Charges and any portion of the late payment by District shall in no event constitute a waiver of Licensee default with respect to late payment, nor prevent District from exercising any of the other rights and remedies granted in this License. The Executive Director shall have the right to waive for good cause any Late Charges upon written application of Licensee for any such delinquency period.

This Section 4 shall survive the expiration or earlier termination of this License.

5. **CONFORMANCE WITH LAWS:** Licensee agrees that in all activities on or in connection with the Premises, and in all uses thereof, Licensee shall abide by and conform to all applicable laws, codes, ordinances and regulations. Said laws, codes, ordinances and regulations shall include, but are not limited to, those prescribed by the San Diego Unified Port District Act and the SDUPD Code; any applicable ordinances of the cities in which the Premises are located; any ordinances, policies and general rules of District, including, but not limited to, tariffs; and any applicable traffic regulations and applicable laws whether municipal, state, or federal, as any of the same now exist or may hereafter be adopted or amended. In particular and without limitation, Licensee shall have the sole and exclusive obligation and responsibility to comply with the requirements of: (i) Article 10 of the SDUPD Code entitled "Stormwater Management and Discharge Control," and (ii) the Americans With Disabilities Act of 1990, including but not limited to regulations promulgated thereunder, and District shall have no such obligations or responsibilities as to the Premises.

In addition, Licensee acknowledges and agrees that:

(a) Any construction, alteration, demolition, installation or repair work required or performed under this License constitutes "public work" under California Prevailing Wage Law, including Labor Code §§ 1720 through 1815, et seq. ("PWL"), and obligates Licensee to cause such work to be performed as "public work," including, but not limited to, the payment of applicable prevailing wages to all persons or entities subject to the PWL.

(b) Licensee shall cause all persons and/or entities performing "public work" under the License to comply with all applicable provisions of the PWL and other applicable wage laws.

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(c) District hereby notifies Licensee and Licensee hereby acknowledges that the PWL includes, without limitation, Labor Code § 1771.1(b) that provides that the requirements described in Labor Code § 1771.1(a), copied below, shall be included in all bid invitations and “public work” contracts: (a) A contractor or subcontractor shall not be qualified to bid on or be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, or engage in the performance of any contract for “public work”, as defined in this chapter, unless currently registered and qualified to perform “public work” pursuant to § 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by § 7029.1 of the Business and Professions Code or by § 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform “public work” pursuant to § 1725.5 at the time the contract is awarded.

(d) Licensee acknowledges that its obligations under the PWL include, without limitation, ensuring:

(i) Pursuant to Labor Code § 1771.1(b), a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor’s current registration to perform “public work” pursuant to § 1725.5.

(ii) Pursuant to Labor Code § 1771.4(a)(1) the call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”).

(iii) Pursuant to Labor Code § 1771.4(a)(2) that it post or require the prime contractor to post job site notices, as prescribed by regulation.

(iv) Pursuant to Labor Code § 1773.3(a)(1) that it provide notice to the DIR of any “public works” contract subject to the requirements of this chapter, within five days of the award. Pursuant to Labor Code § 1773.3(a)(2) the notice shall be transmitted electronically in a format specified by the department and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the department specifies that aids in the administration and enforcement of this chapter. PWC-100 is the name of the form currently used by the DIR for providing the notice, but Licensee shall determine and use whatever form the DIR requires.

(e) District is not responsible for Licensee’s failure to comply with any applicable provisions of the PWL; and

(f) Licensee’s violations of the PWL shall constitute a default under this License.

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Licensee shall also comply with the "Conditions" set forth in Exhibit C attached hereto and incorporated herein by reference.

6. **MAINTENANCE:** Licensee shall keep the Premises and building wraps affixed thereon and all equipment installed by Licensee in connection with this License in a clean, safe, sound and presentable condition at all times.

7. **IMPROVEMENTS:** On the Commencement Date of the Term of this License, all existing structures, hardware elements, buildings, and improvements of any kind located on or part of the Premises are owned by and title thereto is vested in Licensee.

8. **DEFAULT:** If any default be made in the payment of the rental herein provided or in the fulfillment of any terms, covenants, or conditions hereof, and said default is not cured within two (2) days after written notice thereof, this License shall immediately terminate and Licensee shall have no further rights hereunder. District shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Licensee in the amount necessary to compensate District for all the detriment proximately caused by Licensee's failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom.

9. **TERMINATION:** This License may be terminated by the Executive Director or his or her duly authorized representative upon two (2) days' prior written notice to Licensee, as a matter of right and without liability of any nature to the District, in the event of (i) any threatened or actual legal challenge from any party related to this License; (ii) any challenge from a governmental agency related to this License; or (iii) any Licensee default under this License or the Lease.

10. **ASSIGNMENT:** This License shall not be transferred or assigned.

11. **HOLD HARMLESS:** Licensee shall, except for Claims (as that term is defined below) arising from the sole negligence or willful misconduct of District, defend, indemnify and hold harmless the District and its officials, officers, representatives, agents, and employees from any litigation, claim, action, challenge, proceeding, loss, damage, cost, expense (including, without limitation, all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, "Claims") arising directly or indirectly out of, from, or in connection with: (i) the obligations undertaken in connection with this License; (ii) the possession, use, occupancy, operation or development of the Premises by Licensee or Licensee's representatives, agents, employees, consultants, contractors, invitees, sublicensees, successors, assigns or

ATTACHMENT B

similar users/affiliates (collectively, "Licensee Affiliate"); (iii) the building wraps; (iv) the approval of this License, including, but not limited to, approvals for the installation, placing, erecting, affixing, displaying, operating, or removal of any building wraps, signs, installations, and improvements on the Premises, or use of the Premises (collectively, "Related Approvals"); (v) PWL (as defined above); and (vi) environmental documents, mitigation and/or monitoring plans, or determinations conducted and adopted pursuant to the California Environmental Quality Act, California Coastal Act or the National Environmental Policy Act for this License or Related Approvals.

The District may, in its sole and absolute discretion and in good faith, participate in the defense of any Claims and the Licensee shall reimburse District for said defense, including, but not limited to, reimbursement for outside attorneys' and experts' fees, and other costs. The District's participation shall not relieve the Licensee of any of its obligations under this Section. The District shall provide reasonable notice to the Licensee of its receipt of any Claims.

This Section and the other obligations of Licensee under this License are independent of, and in addition to, the obligations of Licensee under any existing lease(s), including without limitation, the Lease, other contractual agreement(s) or licenses with or granted by the District, and are binding upon Licensee, and its agents, representatives, successors and assigns. This Section 11 shall survive the expiration or earlier termination of this License.

12. **SIGNAGE STANDARDS:** Licensee acknowledges and agrees that District is in the process of developing new signage standards ("Signage Standards") which may be codified in one or more ordinances ("New Ordinances"). Licensee further acknowledges and agrees that such Signage Standards and New Ordinances may apply to the Premises and some or all of Licensee's building wraps located on the Premises. Within two (2) days of Licensee's receipt of the Signage Standards or New Ordinances, Licensee shall either (i) update, at its sole cost and expense, any and all building wraps located on the Premises to comply with the Signage Standards and/or New Ordinances, or (ii) terminate this License by delivering written notice to the District. If written notice of termination is not delivered to the District within two (2) days of Licensee's receipt of the Signage Standards or New Ordinances, or if Licensee fails to comply with the requirements of the Signage Standards and New Ordinances within two (2) days of Licensee's receipt of the Signage Standards or New Ordinances, as the case may be, Licensee shall be in default under this License without further notice to Licensee, and District shall be entitled to all legal remedies, including without limitation, immediate termination of this License.

ATTACHMENT B

Initial: _____
(Licensee)

13. **ADVERTISING CONTENT:** Content unprotected by the First Amendment shall not be permitted. Current examples of content unprotected by the First Amendment are (i) child pornography; (ii) false statements of fact; (iii) commercial speech that is false, misleading, or promotes illegal activity; and (iv) certain types of (a) incitement of illegal activity; (b) fighting words; (c) obscenity; and (d) defamation; provided, however, Licensee acknowledges and agrees that the types of content unprotected by the First Amendment may change from time to time during the Term of this License and it shall be the Licensee's sole responsibility to abide by and conform to all applicable laws and regulations related thereto, without liability to the District, and at Licensee's sole cost and expense. District reserves the right to require Licensee to remove any advertising with content unprotected by the First Amendment, as determined by the Executive Director, in his or her sole and absolute discretion. District will notify Licensee in writing of any advertising it determines to contain content unprotected by the First Amendment and upon receipt of District's notice, Licensee shall have forty-eight (48) hours to remove the unpermitted advertising. In the event Licensee does not remove the unpermitted advertising within forty-eight (48) hours, District reserves the right to remove the advertising at Licensee's sole cost and expense and without any liability to District or terminate this License immediately without further notice to Licensee and without liability to the District.

Initial: _____
(Licensee)

14. **SURRENDER:** Upon the expiration or earlier termination of this License, Licensee shall remove, or cause the removal of, any and all building wraps, and any installations, improvements, and hardware elements on the Premises as directed by the Executive Director in writing.

15. **INSURANCE:** Licensee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering Premises and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage suffered or alleged to be suffered by any person or persons in connection with this License or with the use or occupancy of the Premises. Either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

Workers' Compensation, statutory limits, is required of the Licensee (or be a qualified self-insured) under the applicable laws and in accordance with Workers'

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Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation, where permitted by law. All required insurance shall be in force the first day of the term of this License. All insurance companies must be satisfactory to District, and the cost of all required insurance shall be borne by Licensee. Certificates in a form acceptable to District evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this clause, shall be kept on file with District during the entire term of this License. Certificates for each insurance policy are to be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All liability insurance policies will name, or be endorsed to name, District, its officers, officials and employees as additional insureds and protect District, its officers, officials and employees against any legal costs in defending Claims. Except in the event of cancellation for non-payment of premium, in which case notice shall be two (2) days, Licensee must endeavor to notify the District in writing at least ten (10) days in advance of policy cancellation. All insurance policies will be endorsed to state that Licensee's insurance is primary and not excess or contributing to any insurance issued in the name of District.

District shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of District, the insurance provisions in this License do not provide adequate protection for District and/or for members of the public, District may require Licensee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. District's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

District shall notify Licensee in writing of changes in the insurance requirements and, if Licensee does not deposit certificates evidencing acceptable insurance policies with District incorporating such changes within thirty (30) days of receipt of such notice, this License shall be in default without further notice to Licensee, and District shall be entitled to all legal remedies, including, without limitation, immediate termination of this License.

The procuring of such required policies of insurance shall not be construed to limit Licensee's liability hereunder, nor to fulfill the indemnification provisions and

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requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with the use or occupancy of the Premises.

16. **ATTORNEYS' FEES:** In the event any suit is commenced to enforce, protect or establish any right or remedy of any of the terms and conditions hereof, including without limitation a summary action commenced by District under the laws of the State of California relating to the unlawful detention of property, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

17. **INSPECTION OF PREMISES:** Licensee represents and warrants that it is the current tenant of the Premises and the Leased Premises (as defined in the Lease). By signing this License, Licensee represents and warrants that it has independently inspected the Premises, including without limitation, any hardware elements located thereon, and made all tests, investigations and observations necessary to satisfy itself of the condition of the Premises and the usability of the Premises for Licensee's purposes herein and that no representation as to value or condition has been made by or on behalf of the District. Licensee agrees it is relying solely on such independent inspection, tests, investigations and observations in making this License. Licensee furthermore accepts and shall be responsible for any risk of harm to any person and property, including without limitation, a Licensee Affiliate, from any latent defects in the Premises arising directly or indirectly out of, from, or in connection with (i) Licensee installing, placing, erecting, affixing, displaying, operating or removing the building wraps, advertising signs, installations, improvements, hardware elements, and any other equipment; and (ii) any defects in the Premises, building wraps, installations, improvements, hardware elements, and equipment.

Initial: _____
Licensee

18. **NOTICES:** Any notice or notices provided for by this License or by law to be given or served upon Licensee may be given or served by certified or registered letter, return receipt requested, addressed to Licensee at c/o [_____], 1355 N. Harbor Drive, CA 92101 and deposited in the United States mail, or may be served personally upon said Licensee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this License or by law to be served upon District may be given or served by certified or registered letter, return receipt requested, addressed to Executive Director at

ATTACHMENT B

the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served and will be deemed to have been delivered upon (i) personal delivery to Licensee or District, or (ii) as of the second business day after mailing by U.S. certified or registered mail, return receipt requested, postage prepaid.

19. **EXHIBITS:** This License, including the exhibits attached hereto, contains the entire agreement between the parties hereto and may only be amended or modified by a written agreement executed by each of the parties hereto.

20. **EXECUTIVE DIRECTOR:** All references to "Executive Director" in this License shall refer to the Executive Director of the District and/or any duly authorized representative of the Executive Director with the authority to perform the acts to be performed by the Executive Director under this License.

21. **BUILDING WRAPS:** All references to "building wrap" in this License shall refer to the definition of Building Wrap in Section 8.32 of the SDUPD Code.

22. **AUTHORITY:** Licensee warrants and represents to the District that it has the legal authority, capacity and direction from its principal(s) to enter into this License and that all actions have been taken so as to enter into this License.

23. **HEADINGS NOT CONTROLLING:** Headings used in this License are for reference purposes only and shall not be considered in construing this License.

24. **TENANT IN GOOD STANDING:** During the Term, Licensee shall be a "tenant in good standing" under the Lease, as such phrase is defined in Section II.B.4 of BPC 355.

[SIGNATURES ON THE IMMEDIATE NEXT PAGE.]

ATTACHMENT B

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this License as of the date first written above.

APPROVED AS TO FORM AND LEGALITY: **SAN DIEGO UNIFIED PORT DISTRICT,**
GENERAL COUNSEL a public corporation

By: _____
Assistant/Deputy

By: _____
Kenneth J. Wallis
Director, Port As A Service

FELCOR HOTEL ASSET COMPANY,
LLC, dba WYNDHAM SAN DIEGO
BAYSIDE, a Delaware limited liability
company

By: _____
Signature

PRINT NAME: _____

PRINT TITLE: _____

ATTACHMENT B

EXHIBIT A

PREMISES



ATTACHMENT B

EXHIBIT B

STANDARD LICENSE AGREEMENT TERMS

1. Licensee shall adhere strictly to the current plans for the building wrap as approved by the District and the building wrap features, described herein, for the building wrap.
2. Licensee shall notify the District of any changes in the building wrap. Notification shall be in writing and be delivered promptly to the District. District approval of the building wrap change may be required prior to implementation of any changes.
3. Licensee and each building wrap shall meet all applicable codes, statutes, ordinances and regulations, and Licensee shall obtain all necessary permits from local, regional, state, and federal agencies.
4. Licensee shall conform to, and this License Agreement is subject to, the rules and regulations of the District.
5. Licensee shall be responsible for compliance with ADA and Title 24 specifications.
6. The building wrap shall only occur on the dates described and allowed for under the License Agreement.
7. The License Agreement is in no way intended to affect the rights and obligations heretofore existing under other private agreements nor to affect the existing regulations of other public bodies.
8. The Licensee 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.
9. All District tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, 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 Licensee shall ensure that post-construction / operational use of the Premises 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:

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<https://www.portofsandiego.org/environment/clean-water> or by contacting the District's Planning & Green Port Department, (619) 686-6254.

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

The implementation and maintenance of the post-construction BMPs constitute regulatory obligations for the Licensee, 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.

11. Licensee will require the construction contractor to (a) restrict construction activities from 7:00 am to 7:00 pm; and (b) keep construction equipment as far as possible from sensitive receptors.

12. All construction equipment shall be maintained in peak working condition in accordance with manufactures specifications.

13. If diesel equipment is used, it shall use low-sulfur diesel fuel.

14. Electric equipment shall be used to the maximum extent feasible during construction.

15. Licensee shall require the construction contractor to provide construction employees with transit and ride share information.

16. Although not anticipated, the Licensee 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.

17. Licensee 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.

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18. Licensee shall comply with the building wrap description included in the associated District Conditional Project Approval and Categorical Determination.
19. Signage illumination or lighting of any kind shall be prohibited.
20. Installation and removal shall not block access to and from parking areas, public recreation areas, or surrounding properties.
21. During installation and removal, surrounding pedestrian walkways may be temporarily redirected via a temporary detour for users of those pedestrian walkways. The detour area would be limited to only that which is necessary to circumvent the area under the boom lift and must be clearly delineated with signs. If a detour is not possible based on the position of the boom lift, the operator shall ensure that the boom lift not be in operation and workers on boom lifts are not actively working during any period of time that the general public is traversing under the path of the lift. These measures shall only be implemented when needed to ensure safety of pedestrians.
22. Signage, including without limitation, building wraps, may not be installed or removed on days where an event is permitted in adjacent areas or during peak am and pm traffic periods. The operator must demonstrate this by submitting a Traffic Management Plan to the District's Development Services Department for periods of installation and removal, if equipment used for installation, removal, and/or maintenance encroaches into public right of way.

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EXHIBIT C

CONDITIONS

1. Provide traffic control at all times during installation, maintenance and removal work.
2. Provide public access to the hotel at all times.
3. Provide pedestrian traffic control while transporting materials across any walkway.
4. Ensure public safety at all times around the active work and equipment area.
5. Clean-up any materials or debris displaced.

ATTACHMENT C

AESTHETIC/VISUAL QUALITY ANALYSIS

for the

**WYNDHAM SAN DIEGO BAYSIDE
BUILDING WRAP PROJECT
(Project #017-015-3466)**

**Prepared by
Dudek Environmental**

for the

**San Diego Unified Port District
P.O. Box 120488
San Diego, California 92112-0488**

August 2017

AESTHETICS/VISUAL QUALITY

1. Introduction

This analysis describes the aesthetic/visual resources present in the vicinity of the Wyndham San Diego Bayside Building Wrap Project (Proposed Project) site and discusses applicable federal, state, and local regulations pertaining to protection of visual resources. This analysis evaluates the potential effects on visual resources associated with the Proposed Project, which includes a License Agreement for the installation of temporary advertising signage. The signage would be placed on the two north-facing outer wall surfaces of Tower 1 and Tower 3 of the Wyndham San Diego Bayside Hotel (see Figure 1, Proposed Project). No signage would be directed toward the Bay. The area proposed for use under the License Agreement would be used only and exclusively for the purpose of installing, operating and removing two illuminated vinyl wall signs and displaying advertising thereon and for no other purpose whatsoever without the precise written consent of the Executive Director of the District in each instance. It is anticipated that the signs will display advertising for Qualcomm Corporation. The advertising signage would cover a maximum area of approximately 1,400 square feet (sf) (20-feet-wide by 70-feet-high) on the north-facing wall of Tower 1. The advertising signage would also cover a maximum area of approximately 1,400 sf (20-feet-wide by 70-feet-high) on the north-facing wall of Tower 3. The advertising would be displayed for a total of no more than thirty (30) days. The Proposed signage would not include the following: (a) light shows, (b) electrical improvements to the signage, walls, or premises, or (c) illumination, including but not limited to electronic, digital, or similarly illuminated components, of the signage, premises, or walls.

2. Visual Study Methodology

The methodology involved for this study included the evaluation of the visual environment by describing the resources and character of the area and potential viewer response to visual changes. The visual resources and character of the area were identified through review of relevant planning documents (see Section 3 below), recent imagery of the area from Google Earth Street View, and general familiarity with the site and surrounding area. A site visit was also conducted by Dudek on August 10, 2017 and the site and surrounding area were photo documented. Scenic vistas were identified through review of the Port Master Plan (specifically, Figures 11 and 12) (Port 2012)). The California Scenic Highway Mapping System was reviewed to identify officially designated and eligible state scenic highways near the Proposed Project that may offer motorists views of the north facades of the Wyndham San Diego Bayside. Lastly, existing sources of lighting and glare in the area were observed during the August site visit.

3. Existing Conditions

The following section discusses the regulations affecting the Proposed Project site area and describes the existing environmental setting as it relates to the Proposed Project site and the surrounding area.

3.1 Regulatory Setting

Federal

No federal regulations related to aesthetics are applicable to the Proposed Project.

State

California Scenic Highway Program

The California Department of Transportation (Caltrans) administers the state Scenic Highway Program to preserve and protect scenic highway corridors from change that would diminish the aesthetic value of lands adjacent to highways (California Streets and Highways Code, Section 260 et seq.). The state Scenic Highway Program includes a list of highways that are either eligible for designation as scenic highways or have been so designated. These highways are identified in the California Streets and Highways Code, Section 263. The program entails the regulation of land use and density of development; attention to the design of sites and structures; attention to and control of signage, landscaping, and grading; and other restrictions. The local jurisdiction is responsible for adopting and implementing such regulations. If a highway is listed as eligible for official designation, it is also part of the Scenic Highway Program, and care must be taken to preserve its eligibility status (Caltrans 2012).

California Coastal Act

The California Coastal Commission (CCC) has jurisdiction throughout California, but utilizes the Local Coastal Programs (LCPs) of other jurisdictions to meet and enforce its mission. In addition to development guidelines and requirements included in the local agency's LCP, the CCC can require additional provisions from applicants through their Coastal Development Permit (CDP) approval process. For the Proposed Project area, the Port Master Plan acts as the LCP for the CCC.

The California Coastal Act of 1976 is administered by the CCC and implemented locally by LCPs and Port Master Plans. Section 30251 of the California Coastal Act specifically discusses the protection of the visual quality of coastal areas (California Public Resources Code, Section 30251):

The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas.

Local

Port Master Plan

The Port has the local land use and urban design authority governing the site of the Proposed Project. The Port Master Plan (Port 2017) establishes goals for both its entire jurisdiction and its sub-area planning districts. The Precise Plans, which govern the sub-area planning districts, provide land use designations and guidelines for development within the sub-area. The Proposed Project falls within the Centre City Embarcadero Planning District 3 of the Port Master Plan.

The Port Master Plan makes provisions for differing degrees of physical and visual access to the shoreline in a manner that is consistent with the activities being conducted on the land and water areas involved, and the proprietary interests of the private landowners, lessees, and public rights and needs. Maximum access to the shoreline is encouraged except where limited due to security or public safety factors.

The following planning goals are applicable to the aesthetic analysis of the Proposed Project (Port 2017):

- Goal VIII. The Port District will enhance and maintain the bay and tidelands as an attractive physical and biological entity.
 - Each activity, development, and construction should be designed to facilitate its particular function, which function should be integrated with and related to the site and surroundings of that activity.
 - Views should be enhanced through view corridors, the preservation of panoramas, accentuation of vistas, and shielding of the incongruous and inconsistent.

- Establish guidelines and standards facilitating the retention and development of an aesthetically pleasing tideland environment, free of noxious odors, excessive noise and hazards to the health and welfare of the people of California.
- Establish and foster an artwork program to promote, enhance, and enliven the waterfront experience through the public and private placement of works of art.
- Goal IX. The Port will ensure physical access to the Bay except as necessary to provide for the safety and security, or to avoid interference with waterfront activities.
 - Provide ‘windows to the water’ at frequent and convenient locations around the entire periphery of the Bay with public right-of-way, automobile parking, and other appropriate facilities.
 - Provide access along the waterfront wherever possible with promenades and paths where appropriate, and elimination of unnecessary barricades which extend into the water.

The public recreation section of the Port Master Plan identifies “Vista Areas” as those areas that include points of natural visual beauty, photo vantage points, and other panoramas. The Port Master Plan intends to guide the arrangement of development on those sites to preserve and enhance vista areas. Major vista areas are indicated by symbols on the Precise Plan maps and are discussed below.

Centre City Embarcadero: Planning District 3 Precise Plan

Planning District 3 covers the Port waterfront from the U.S. Coast Guard Air Station to the Tenth Avenue Marine Terminal. This area primarily consists of pier-side maritime activities of commercial fishing boats, merchant ships, Navy vessels, and pleasure craft. The basic concept for redevelopment of the North Embarcadero in the Precise Plan is to create a unified waterfront, both visually and physically, which creates an overall sense of place. The North Embarcadero is envisioned as a pedestrian spine along which commercial and recreational activities are located.

Vista areas identified in the Proposed Project area by the current Centre City Embarcadero Precise Plan Map include (1) views southeast, south, and southwest from along Harbor Drive and the Embarcadero in the Crescent Zone; (2) views northwest from the Maritime Museum of San Diego; and (3) views directly west from Broadway Pier.

San Diego Unified Port District Ordinance 2891 and Standard License Agreement Terms

The San Diego Unified Port District Ordinance 2891 establishes a one-year pilot program that is limited to the regulation of building wraps on qualifying buildings (as defined therein) located within those areas currently designated as “Commercial Recreation” in Planning District 3 – Centre City Embarcadero, or as such areas may be depicted in any subsequent Port Master Plan

(Commercial District). The approval process for compliance with Ordinance 2891 requires a License Agreement between the applicant and the District. Additionally, the District has also established Standard License Agreement Terms that shall as of now be applied to all temporary building wrap as project features and License Agreements. The Standard License Agreement Terms include terms regulating duration of display, prohibition of lighting or illumination of any kind, and prohibition of installation and removal activities when events are permitted in adjacent areas or during peak AM and PM traffic periods. Pertinent terms include the following:

1. Licensee shall comply with the Project description included in the associated District Conditional Project Approval and Categorical Determination.
2. Signage illumination or lighting of any kind shall be prohibited.
3. Installation and removal shall not block access to and from parking areas, public recreation areas, or surrounding properties.
4. During installation and removal, surrounding pedestrian walkways may be temporarily redirected via a temporary detour for users of those pedestrian walkways. The detour area would be limited to only that which is necessary to circumvent the area under the boom lift and must be clearly delineated with signs. If a detour is not possible based on the position of the boom lift, the operator shall ensure that the boom lift not be in operation and workers on boom lifts are not actively working during any period of time that the general public is traversing under the path of the lift. These measures shall only be implemented when needed to ensure safety of pedestrians.
5. Signage may not be installed or removed on days where an event is permitted in adjacent areas or during peak am and pm traffic periods. The operator must demonstrate this by submitting a Traffic Management Plan to the Districts Development Services Department for periods of installation and removal, if equipment used for installation, removal, and/or maintenance encroaches into public right of way.

City of San Diego Downtown Community Plan (2006)

The Proposed Project site is located within the jurisdiction of the District. The adjacent upland area to the east of the Proposed Project site and outside the jurisdiction of the Port lies within the jurisdiction of the City of San Diego and is subject to the Downtown Community Plan. The following goals established as part of the City's Downtown Community Plan are identified here for informational purposes as the City does not have jurisdiction within this area and the signage would not be visible from the City (City of San Diego 2006):

- Goal 5.1-G-2. Protect public views of the San Diego Bay by establishing view corridors with appropriate development standards, and capture new public views where possible as waterfront sites are redeveloped.
 - Policy 5.1-P-3. Protect public views of the water, and re-establish water views in the corridors [established by downtown streets].
 - Policy 5.1-P-5. Prohibit the construction of...any visible structure in view corridors...If they occur, make them minimal in size and encourage open-air construction or transparency.
 - Policy 5.1-P-7. Work with the Port to maintain open view corridors to the water – that is, free of structures and landscaping that would restrict the views. Encourage the Port to create view corridors extending southward along Pacific Highway and Kettner Boulevard at such time that redevelopment of the Seaport Village site is undertaken.
- Goal 6.2-G-2. Establish new and improved functional and visual connections to the waterfront; enhance existing ones, especially along the entire lengths of A, B, C, E, and F Streets.

3.2 Environmental Setting

The discussion below focuses on the existing visual quality and character of the Proposed Project site and surrounding area. However, in addition to visual quality and character, locations from which the Proposed Project site may be viewed as a prominent feature are identified and existing views from these locations are described. Designated scenic vistas, scenic highways, and existing lighting and glare conditions are also identified and described below.

3.2.1 Visual Character

Proposed Project Site

The Proposed Project site encompasses the existing Wyndham San Diego Bayside Hotel. Located along North Harbor Drive in urban downtown San Diego, the Proposed Project site is located south of Ash Street, east of North Harbor Drive, north of the four-block property of the U.S. Navy's Commander, Naval Base San Diego (located at 1220 Pacific Highway), and west of Pacific Highway. The Wyndham San Diego Bayside Hotel consists of three hotel towers (5-, 12-, and 14-stories, respectively), and an outdoor pool on a scattered landscaped property that also features surface parking lots, a 3-story parking structure, and various commercial uses including two restaurants and a row of retail buildings. The taller hotel towers are referred to as Towers 1 (12-stories) and 3 (14-stories) and the 5-story is referred to Tower 2.

The Wyndham San Diego Bayside Hotel towers are oriented such that visitor rooms face either the San Diego Bay to the west or Downtown San Diego to the east. The west- and east-facing façades of the hotel tower buildings display a repeated sequence of rectangular, floor-to-ceiling windows, blue exterior metal railing, and outdoor balconies on higher floors. North- and south-facing tower facades are clad in a dark blue building material and generally feature a single vertical column of rectangular windows. Tall and thin palm trees are grouped around the western perimeter of the property while urban street trees tend to be planted along the northern and eastern site perimeter. Surface parking lots are provided along the North Harbor Drive frontage of Tower 2 and east of Tower 1. The parking structure is located immediately east of Tower 3.

In addition to hotel towers and lightly landscaped grounds, commercial uses have been incorporated into the Wyndham San Diego Bayside Hotel property. For example, a restaurant (i.e., Ruth Chris's Steak House) housed in two-story, spherical building displaying a white stucco exterior and sloping, brown tile roof, and a row of small, single-story retail buildings featuring a repeated white/grey exterior and short, rectangular blue awning overhang design are located immediately adjacent to Hotel Tower 3. An additional restaurant featuring a covered outdoor seating area is incorporated in Hotel Tower 2 near the North Harbor Drive/Ash Street intersection. Finally, a non-descript two-story structure clad in off-white tiles and a rectangular, brown-siding roof is affixed to the east-facing façade of Hotel Tower 1.

Surrounding Uses

The Proposed Project site is bordered to the north by the four-story County of San Diego's Administration Center (a large tower projects above the original red-tile roof building) and expansive Waterfront Park, to the east and south by four-block property of the U.S. Navy Commander, and to the west by the North Embarcadero promenade and adjacent San Diego Bay. The neighborhood of Little Italy is located further to the north and northeast and includes a mix of densities and a mix of building types, ranging from historic Victorian homes to neighborhood commercial buildings to modern multistory apartments. The U.S. Navy's Commander property consists of an aged, two-story office building fronting Pacific Highway, several small, single-story structures to the south and southwest, and surface parking spaces between buildings. The future site of the Brigantine Restaurant development (i.e., the former Anthony's Fish Grotto site) is located directly across North Harbor Drive from the Proposed Project site (i.e., Wyndham San Diego Bayside Hotel Tower 2) and the Star of India and San Diego Maritime Museum are located to the north of the proposed restaurant development. The B Street Pier and Cruise Terminal that extends offshore between Ash Street and West Broadway is located directly to the southwest of Hotel Tower 3. Three high-rise residential towers are located across Pacific Highway, directly east of the Proposed Project site and additional high-rise residential, office, and government uses are located further to the east along the Ash Street corridor.

North Harbor Drive is not only the primary roadway for the North Embarcadero area, but also a major north-south thoroughfare through downtown San Diego. The roadway exhibits typical elements of a major thoroughfare: multiple lanes in each direction, street lighting, traffic signals, and landscaping. Street parking is provided along the northbound travel lanes of North Harbor Drive and a linear parking lot is provided along the southbound travel lanes. The distinctive elements of North Harbor Drive include the palm tree-lined medians and adjacency to the San Diego Bay. An approximately 23-foot-wide paved shoreline promenade is located adjacent to North Harbor Drive in the Proposed Project area and provides opportunities for relatively unencumbered but occasionally interrupted views of the San Diego Bay which provides shipping lanes to the Port of San Diego, ingress/egress to naval bases, and recreational boating opportunities to local residents. The wide promenade also features informational/vendor kiosks, art installations, and landscaping (in some areas), and is occasionally flanked by offshore piers and terminals, boats, and ships.

As previously mentioned, Downtown San Diego lies to the east of the Proposed Project site. Buildings lining the major thoroughfare of Pacific Highway and Ash Street, and secondary and tertiary streets in the area, are typically between 10- and 40-stories tall and feature glass and concrete element exteriors. While the upper floors of these buildings provide endless vantage points to residents and workers, they significantly limit the availability of public views to the San Diego Bay from the street level. Therefore, the most abundant and publically available views within downtown San Diego to the San Diego Bay are down the view corridors created by the grid pattern of streets, arranged in a north/south, east/west orientation. For example, the presence of tall, multistory office and residential development lining create a relatively narrow view corridor along Ash Street (east of Pacific Avenue) that encompasses portions of the east- and north-facing façade of the Proposed Project site (i.e., Hotel Tower 1), the San Diego Bay, and the Point Loma peninsula.

3.2.1.1 Existing Views

Regionally significant views near the Proposed Project site include views from the waterfront promenade and other vantage points to San Diego Bay and the coastlines of Coronado/Point Loma, and views from Coronado and Point Loma to the downtown San Diego skyline. Consistent with CEQA principles and judicial decisions, this analysis focuses on public rather than private views since CEQA is concerned with whether a project would affect the environment of persons in general, not whether a project would affect particular persons. Under California law, there is no private right to an unobstructed view.

Public views are views from locations that are freely accessible and open to all pedestrian, vehicle, and bicycle traffic. The most accessible public viewing location for views of San Diego Bay is the waterfront promenade, which provides nearly continuous views to the water, with only

limited obstructions created by boats, kiosks, restaurants, piers, and pier structures. Similar views of the San Diego Bay are provided to motorists along North Harbor Drive although the occasional presence of landscaping along the promenade obstructs views along segments of the roadway. The San Diego Bay is also clearly visible from Waterfront Park and the publically accessible Broadway Pier. While the Proposed Project site is visible from the waterfront promenade, North Harbor Drive, the B Street Cruise Terminal, and the Broadway Pier, the valued view from these locations tends to be to the west towards the San Diego Bay as opposed to the east and the urban uses of Downtown San Diego. Existing views from public vantage points on Coronado to the Proposed Project site are severely limited because of the presence of intervening (and visually prominent) buildings that comprise the Downtown San Diego skyline.

Private views are views that are not accessible to all residents and visitors in the downtown area. They are only accessible to residents and their guests, employees of a business, to members of the public who have paid for admission into an attraction (such as a museum), or paid a fee to park at a lot or structure. Private views of the bay include views from nearby high-rise condominium and office buildings, the Maritime Museum, and the USS Midway.

3.2.2 Scenic Vistas

The Port Master Plan (Port 2017) identifies several vista locations along the waterfront promenade near the Proposed Project site. The identified vista areas near the Proposed Project site include four separate locations along an approximate 0.45-mile long segment of the waterfront promenade between the Coast Guard facility (located approximate 0.65-mile northwest of the Proposed Project site) and Hawthorne Street. Additional vista locations near the Proposed Project site include the waterfront promenade near the Maritime Museum, the Broadway Pier, and USS Midway. As mentioned previously, views from the USS Midway are considered private views for purposes of this analysis and therefore, the discussion below focuses on the designated vistas along the waterfront promenade and the Broadway Pier.

Vista Area A: North Harbor Drive Promenade near the Coast Guard Facility

As identified in the Port Master Plan, the valued view from Vista Area A is to the southeast towards the San Diego Bay and the Downtown San Diego skyline (see Figure 2, Scenic Vista A). From this identified vista, the scale and mass of buildings over twice as tall as the Wyndham San Diego Bayside (i.e., Proposed Project site) dominate the view and attract the attention of casual observers. The foreground of the Scenic Vista A landscape is marked by the riprap-armored shoreline, small boat dock, and numerous boats anchored in the bay. The foreground is framed by regionally prominent structures and features including the County Administration Building and USS Midway, and by tall and primarily glass exterior residential and office buildings in the downtown area. The Proposed Project site is visible but because of its moderate scale and mass

and the presence of more visual prominent development, it does not attract attention and is not an element that prompts focus.

Vista Area B: North Harbor Drive Promenade near West Laurel Street

The valued view from Vista Area B is to the southeast the San Diego Bay and the Downtown San Diego skyline (see Figure 3 – Scenic Vista B). The visual resources and elements present in the Vista Area B view are similar to those described above for Vista Area A. Foreground views consist of the armored shoreline and anchored pleasure boats in the bay and views are dominated by the scale and mass exhibited by multi-story residential and office tower development in the downtown area. Views to the USS Midway and Coronado Island are improved at this vantage point however; urban uses in the downtown area are visually prominent and tend to attract the attention of viewers.

Vista Area C: North Harbor Drive Promenade near Solar Turbines

The valued view from Vista Area C is to the south towards the San Diego Bay and Naval Air Station North Island (NAS North Island) (see Figure 4 – Scenic Vista C). The visual resources and elements present in the Vista Area C view are similar to those described above for Vista Area A and Vista Area B however, because of the southerly orientation and focus of the view, office and residential development in downtown San Diego tends to be located in the periphery of the valued view. Foreground views consist of the armored shoreline and anchored pleasure boats. Because of a closer proximity, piers and terminals extending offshore from the promenade are more visually prominent at Vista Area C than Areas B and A. The red-tile roof and white exterior buildings on NAS North Island are evident in the view as are docked aircraft carriers. The gradually descending and slightly undulating line created by the apex of the Point Loma peninsula attracts attention.

Vista Area D: North Harbor Drive Promenade near Hawthorne Street

The valued view from Vista Area D is to the southwest toward the San Diego Bay, NAS North Island, and the Point Loma peninsula (see Figure 5 – Scenic Vista D). The visual resources and elements present in the Vista Area D view are similar to those described above for Vista Area C. Anchored boats and open water of the San Diego Bay comprise the foreground of the view and more distant development at NAS North Island is visible. Cruise ship terminals, piers, and development in the downtown area tend to be located in the periphery of the view.

Vista Area E: North Harbor Island Drive Promenade near Maritime Museum

The valued view from Vista Area E is to the west-northwest towards the San Diego Bay, prominent multi-story development on Harbor Island, and the gradually rising ridgeline

displayed by the Point Loma Peninsula (see Figure 6 – Scenic Vista E). Westerly views from Vista Area E consist of the white and black exterior (and black cylindrical steam stack) of the Steam Ferry Berkeley ship that houses the Maritime Museum, open water, and pleasure craft anchor in San Diego Bay in the foreground. Multistory hotel development dotting Harbor Island along the San Diego Bay is visible and slightly rises above the background terrain of the Point Loma peninsula. More distant development on Harbor Island and in Point Loma is visible but generally indistinguishable. While the Proposed Project site is not visible in westerly oriented views from Vista Area E, it is located approximately 580 feet to the southeast.

Vista Area F: Broadway Pier

The valued view from Vista Area F is to the west toward San Diego Bay, NAS North Island, Harbor Island, and the Point Loma peninsula (see Figure 7 – Scenic Vista F). The visual resources and elements present in the Vista Area E view are similar to those described above for Vista Area F. Since the adoption of the Port Master Plan, the Port Pavilion on the Broadway Pier has been constructed and the approximately 4-story and primarily glass exterior pavilion building dominates westerly views from the waterfront promenade at Vista Area F. Therefore, for purposes of this analysis, views from the westerly terminus of the Broadway Pier are considered the valued view at Vista Area F. While the Proposed Project site is not visible in westerly oriented views from Vista Area F, it is located approximately 850 feet to the northeast.

There are additional scenic vistas identified in the Port Master Plan on Coronado. While the tall buildings comprising the downtown San Diego skyline and other prominent buildings including the Convention Center and the Hilton Bayfront are visible, the Wyndham San Diego Bayside is obscured from scenic vistas on Coronado (see Figure 8, Views of Proposed Project Site from Coronado). Therefore, for purposes of this analysis, these scenic vistas are not included in this analysis.

3.2.3 Scenic Highways

Interstate 5

The segment of I-5 from State Route (SR) 75 north to State Route (SR) 74 in San Juan Capistrano is eligible for designation as a state scenic highway (Caltrans 2017). At its closest point, I-5 is located approximately 0.35-mile west of the San Diego Bay and 0.5-mile northeast of the Proposed Project site. Intermittent views of the bay are generally available to southbound motorists between Washington Street and 1st Street/Broadway exits. Intermittent views of the Proposed Project site are also generally available to southbound motorists between Laurel Street and Hawthorne Street. However, views of the bay and the Proposed Project site are both frequently interrupted by intervening development and landscaping on the southbound approach to downtown San Diego.

California State Route 75

California State Route (SR) 75 is a short, 13-mile expressway that provides a loop route for I-5. The approximately 2-mile stretch of the highway that comprises the San Diego–Coronado Bridge is officially designated as a state scenic highway. The approximately 7-mile stretch of SR-75 from Imperial Beach to Avenida Del Sol in Coronado is also an officially designated state scenic highway (Caltrans 2017). Expansive views of the bay are provided from San Diego–Coronado Bridge, including views northward towards East Village and downtown San Diego.

3.2.4 *Light and Glare*

The Proposed Project site is located in a developed urban area that features numerous sources of nighttime lighting and potential sources of daytime glare. Nighttime lighting sources include interior and exterior building lighting, ornamental lighting for landscaping and outdoor public spaces, street and parking lot lights and traffic signals, and advertisement lighting/signage on streets and on building exteriors. Primary sources of potential daytime glare consist of glass building exteriors and metallic accent materials that may be used in building construction.

4. Significance Criteria

For the purposes of this EIR, the following significance criteria, included in Appendix G of the CEQA Guidelines (14 CCR 15000 et seq.) will determine the significance of potential aesthetic impacts. Impacts on visual resources are considered significant if the Proposed Project would:

- AES-1:** Have a substantial adverse effect on a public scenic vista;
- AES-2:** Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway;
- AES-3:** Substantially degrade the existing visual character or quality of the site and its surroundings; or
- AES-4:** Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area.

5. Impact Analysis

5.1 *Impact AES-1: Would the project have a substantial adverse effect on a public scenic vista?*

As detailed in Section 3.2.2, several designated scenic vistas (i.e., vista areas) identified in the Port Master Plan are located near the Proposed Project. Despite the presence of designated vista areas near the Proposed Project site and the proximity of these areas to the Wyndham San Diego Bayside Hotel, the focus of and valued visual resource experienced in the view is the San Diego Bay. For example, Vista Areas A through D are located along the waterfront property and the identified scenic vista encompasses southeasterly (Vista Areas A and B), southerly (Vista Areas C), southwesterly (Vista Area D), and westerly (Vista Area E) views in which the foreground comprises the San Diego Bay. The Wyndham San Diego Bayside Hotel is located to the east of North Harbor Drive and would not be located between any of the identified scenic vistas and San Diego Bay. The north-façade of Hotel Towers 1 and 3 are visible from the valued views available and experienced at Vista Areas A and B however; taller buildings displaying substantially greater mass and complexity dwarf the hotel towers. New wraps on the north façade of Hotel Towers 1 and 3 would be visible from these vista areas but because of the temporary nature of wrap installations, the comparatively low profile displayed by the Wyndham San Diego Bayside Hotel against the backdrop of dense urban development, and the existing presence of urban signage in the surrounding area, the temporary installation of new wraps would not have a substantial adverse effect on views from Vista Areas A and B. New wraps on the north façade of Hotel Towers 1 and 3 would be visible in peripheral and easterly views from Vista Points C, D, E, and F. However, because the Proposed Project would not obstruct or substantially interrupt

existing southerly, southwesterly, and westerly views (i.e., the valued views as determined by the Port Master Plan) of the San Diego Bay from these viewing locations, the Proposed Project would not have a substantial adverse effect on the scenic vistas/vista areas. No impact to Port Master Plan identified scenic vistas/vista areas oriented towards the San Diego Bay would occur due to the temporary 30-day display of building wraps on the north façade of Wyndham San Diego Bayside Hotel towers 1 and 3.

5.2 *Impact AES-2: Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

As stated in Section 3.2.3 above, intermittent views of the San Diego Bay and the Proposed Project site are available from the southbound travel lanes on the approach to the downtown San Diego and more specifically, from Washington Street south to the 1st Avenue/Broadway exit. Along this segment of the highway, interstate adjacent landscaping, overpasses, and intervening development located west of the freeway corridor frequently obstructs the San Diego Bay from view and blocks the Proposed Project site from view. Where visible, new building wraps (approximately 70' x 20') on the north-facades of Wyndham San Diego Bayside Hotel Towers 1 and 3 would not be clearly distinguishable from a moving vehicle. Rather, the rectangular wrap would likely be viewed as a contrast in color between the existing dark blue exterior of the towers' north-facades and the advertisement graphic depicted in the wrap. Views to the Proposed Project site are intermittently available over an approximate 1.25 mile long segment of interstate (i.e., from Washington Street to 1st Avenue/Broadway exit) and because of the presence of buildings displaying greater scale, mass, and visual interest, the Proposed Project site (and proposed north-façade building wraps) would not be visually prominent and would not command attention. Further, intermittent views to the proposed wraps on the north-façade of Hotel Towers 1 and 3 from the southbound travel lanes of I-5 would be available over a temporary timeframe (i.e., 30 days) and pursuant to the proposed License Agreement between the applicant and District, signage illumination or lighting of any kind is prohibited. As such, temporary building wraps would experience severely diminished visibility from the interstate during nighttime hour.

Because the new advertisement wraps would be installed on the north-façade of existing hotel towers and would be displayed flat against the building exteriors, the Proposed Project would not obstruct views to or interrupt views of the San Diego Bay from southbound I-5 on the approach to downtown San Diego. Lastly, the segment of the I-5 near the Proposed Project site has not been officially designated as a state scenic highway. Thus, the temporary and intermittent visibility of two 70' x 20' building wraps on the north façade of the Wyndham San Diego Bayside Hotel Towers 1 and 3 would not affect scenic resources within an officially designated state scenic highway. No impact to a designated state scenic highway would occur.

In addition to I-5, SR-75 between San Diego and Coronado and between Imperial Beach and Avenida del Sol in Coronado is an officially designated state scenic highway. As it lowers in elevation and enters Coronado, SR-75 is at its closest point the Proposed Project site that is approximately 2.1 miles away. While the tall buildings comprising the downtown San Diego skyline and other prominent buildings including the Convention Center and the Hilton Bayfront are visible, the Wyndham San Diego Bayside is obscured from views of east and westbound motorists. The presence of intervening buildings constructed at a greater scale and mass than the three Wyndham San Diego Bayside Hotel towers and the orientation of the bridge in relation to the Proposed Project site severely limits the availability of views from SR-75 to the Wyndham San Diego Bayside Hotel. Further, the Wyndham hotel towers are located along a north-south corridor and the north-façade of hotel towers are not visible to motorists on the San Diego–Coronado Bridge (located as close as 2.1 miles to the southeast) or the designated scenic Imperial Beach to Coronado segment of SR-75 (located greater than 2.5 miles from the Proposed Project site). Because the proposed wraps on the north-façade of Wyndham San Diego Bayside Hotel towers 1 and 3 would not be visible from designated scenic segments of SR-75, no impacts would occur.

5.3 *Impact AES-3: Would the project substantially degrade the existing visual character or quality of the site and its surroundings?*

As proposed, two temporary wraps approximately 70' x 20' in size would be installed on the primarily dark blue north façade of Hotel Towers 1 and 3 at the existing Wyndham San Diego Bayside Hotel on North Harbor Drive. The wraps would be affixed to the building facades and would be displayed for a period of 30 days. Installation, display, and removal activities would occur in accordance with San Diego Unified Port District Ordinance 2891 and the proposed License Agreement between the applicant and District, which includes mandatory implementation of Standard License Agreement Terms for duration of any advertising displays, including the proposed project display, prohibition of lighting or illumination of any kind, and prohibition of install and removal activities when events are permitted in adjacent areas or during peak AM and PM traffic periods.

The Wyndham San Diego Bayside Hotel and more specifically, the north facades of Hotel Towers 1 and 3 are visible to surrounding land uses and several viewer groups in the area including motorists, park users, pedestrians, and residents and employees of nearby buildings. Because this analysis focuses on potential changes to public views and private views are not protected under the law, residents and employees afforded private views from nearby buildings in the area are not specifically considered in this analysis. However, because of the proximity of roadways, Waterfront Park, and the waterfront promenade to high-rise office and residential development (and other residential buildings and places of employment), residents and

employees are anticipated to experience similar visual change as noted below for motorists, park users, and pedestrians.

In addition to southbound motorists on North Harbor Drive and Pacific Highway, westbound motorists on Ash Street in the project area would be afforded views to new temporary wraps on the north façade of Hotel Towers 1 and 3. Visitors to Waterfront Park and pedestrians on the waterfront promenade would also be afforded views to the proposed wraps. The new wraps would be visible on the approach and views towards the hotel and the 70' x 20' wraps would attract attention. The installation of advertisement wraps would create visual interest on the otherwise flat and monotone north façade of the two hotel towers. During the 30-day display period, installed wraps would introduce new color tones and lines to the tower façades and graphics may feature sentences of text. While the wraps are likely to attract attention from passing motorists, park users, and promenade pedestrians, they would not substantially degrade the existing visual character or quality of the site and its surroundings. Pursuant to project as proposed by the applicant and the proposed License Agreement, no new lighting or illumination of any kind would be installed and pursuant to the License Agreement, the display of wraps would be limited to a 30-day period. Further, new wraps would be limited to the smallest (in surface area) facades of the hotel towers and would not be installed on the more expansive, west façade of structures that face the San Diego Bay or the downtown oriented east facades. Under existing conditions, the north facades of hotel towers 1 and 2 are affixed with highly visible signage bearing the "WYNDHAM" name and logo. Temporary wraps may also display corporate logos and while viewer groups may experience temporary color contrast on the north facades, signage (albeit at a significantly smaller scale) is installed along the North Harbor Drive corridor median. Further, the application and temporary display of façade graphics would not substantially degrade the existing urban character of uses flanking the eastern frontage of North Harbor Drive and taller and more massive buildings comprising the downtown San Diego skyline would remain visually prominent. Views to the San Diego Bay would not be substantially degraded as new wraps would be displayed flat against the hotel tower facades and would not block or otherwise obstruct views to open water and other valued visual resources lining the bay. Because building wraps would be display over a temporary, 30-day period, the existing visual character and quality of the Wyndham San Diego Bayside would not be fundamentally altered and hotel towers would display the same form, scale, and mass as under existing conditions. No permanent impacts to the existing visual character and quality of the site and surrounding area would occur because of implementation of the temporary proposed project.

5.4 *Impact AES-4: Would the project create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?*

Pursuant to the proposed as proposed and the Standard License Agreement Terms, signage illumination or lighting of any kind is prohibited and therefore, would not be installed as a component of the Proposed Project. Proposed wraps or graphic films consist of a vinyl materiality and are not anticipated to be particularly reflective such that noticeable glare may be received in the surrounding area during daytime hours. Because the proposed project would not entail the introduction of lighting elements or a substantial source of glare in the area, no impacts would occur.

6. *References Cited*

14 CCR 15000–15387 and Appendix A–L. Guidelines for Implementation of the California Environmental Quality Act, as amended.

California Public Resources Code, Section 30000–30900. California Coastal Act.

Caltrans (California Department of Transportation). 2017. “List of Eligible and Officially Designated Scenic Highways.” California Scenic Highway Program. Accessed August 16, 2017. http://www.dot.ca.gov/hq/LandArch/scenic_highways/scenic_hwy.htm.

CCDC (Centre City Development Corporation). 2006. *San Diego Downtown Community Plan*. Prepared by Dyett & Bhatia. March 2006.

Port (San Diego Unified Port District). 2017. *Port Master Plan*. August 2017.



**Figure 1 – Wyndham
San Diego Bayside
Building Wrap Project**



Figure 2 - Scenic Vista A



Figure 3 - Scenic Vista B



Figure 4 - Scenic Vista C



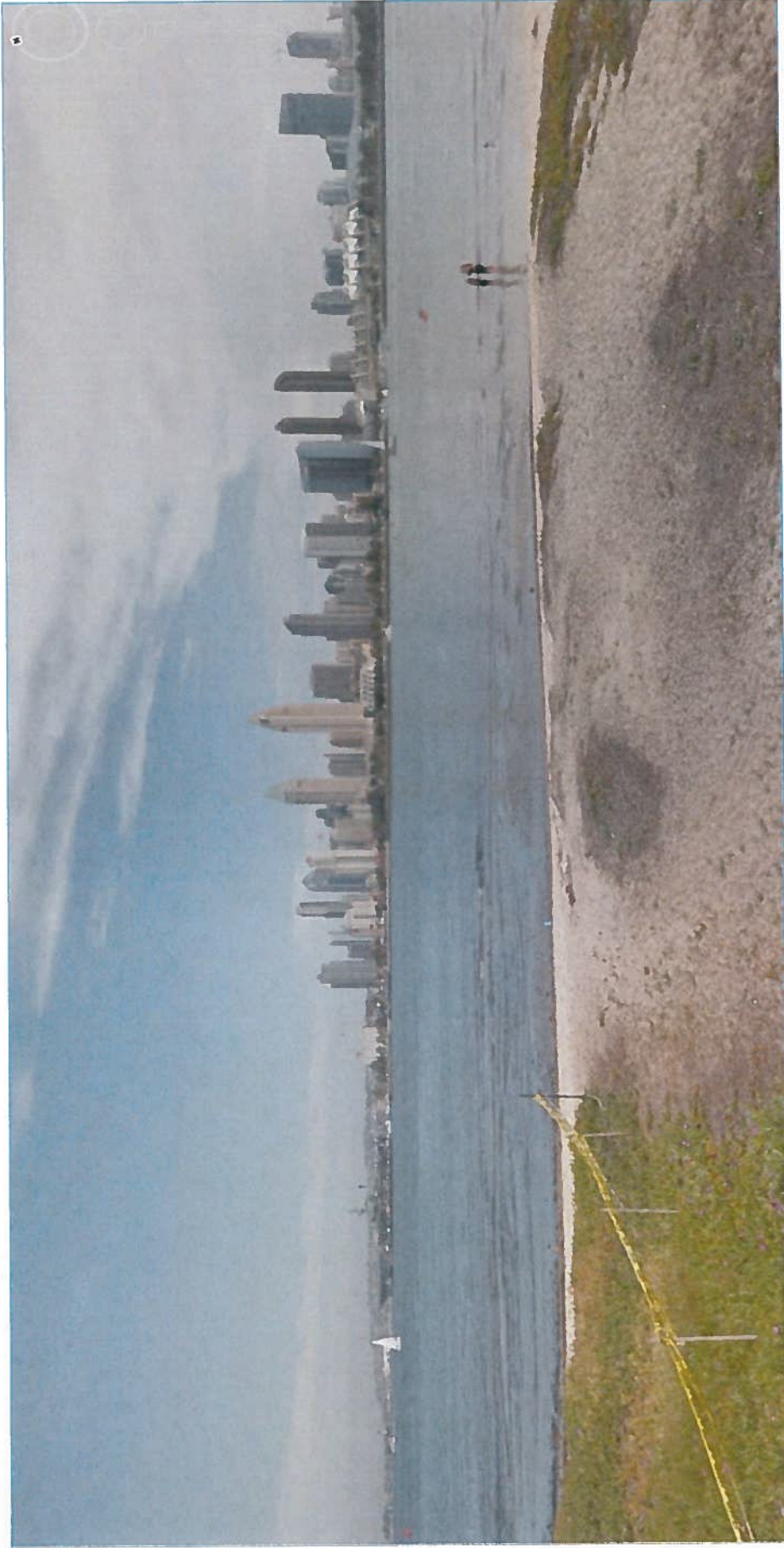
Figure 5 - Scenic Vista D



Figure 6 - Scenic Vista E



Figure 7 - Scenic Vista F



**Figure 8 – View of Project Site
from Coronado**