



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

Project: Tideland Use and Occupancy Permit by the Fish Market for Parking Spaces at the G-Street Mole Parking Lot
Location: One Tuna Lane, San Diego, CA 92101
Parcel No.: 018-104
Project No.: 2026-013
Applicant: Mike Morton Jr., The Fish Market, 750 N Harbor Dr, San Diego, CA 92101
Date Approved: 2/12/2026

PROJECT DESCRIPTION

The proposed project is the continuation of a Tidelands Use and Occupancy Permit (TUOP) to the Fish Market (Tenant) for their continued use of approximately twenty-five (25) parking spaces in the G-Street Mole parking lot, located at One Tuna Lane, in the city of San Diego, California. The Fish Market has historically occupied parking in the area through short-term TUOPs. The 31 parking spaces previously occupied by the Fish Market were located in an area designated as Commercial Fishing in the District's certified Port Master Plan (PMP). A group of commercial fishermen approached the District and requested that the Tenant's parking be removed and some or all of the parking spaces be given back to the commercial fishermen. In accordance with the TUOP and previously issued Coastal Development exclusion, the District issued a 30-day termination notice to the Tenant and planned on reestablishing the 31 parking spaces for commercial fishermen. Subsequently, the District, Tenant and San Diego Fishing Working Group, collectively, devised a solution for the parking needs at G Street Mole.

A pilot project was implemented based on the commercial fishermen's anticipated parking needs at Tuna Harbor for the following year, six (6) of the parking spaces in the Commercial Fishing designated area would be shared between the Tenant and commercial fishermen. These parking spaces have historically been occupied by the Tenant. The 6-shared-parking-space-TUOP was terminated in 2020 due to extenuating circumstances related to COVID-19. The remaining 25 parking spaces for the Tenant's operations were provided for on G Street Mole in an area designated as Commercial Recreation in the PMP as outlined in the Categorical Determination and Notice of Approval 2018-017. The 25 parking spaces subject to the TUOP are no longer available to the general public, and the District had anticipated establishing 25 new public parking spaces on N. Harbor Drive across from Ruocco Park as a replacement. However, this area was taken out of consideration for these parking spaces due to construction staging needs for an adjacent project outside of the District's jurisdiction and there are no available areas to create new public parking in the vicinity.

On April 13, 2021, a third Amendment to Non-Appealable Coastal Development Permit (CDP) No. CDP-2015-01 (Clerk Doc No. 72735) was approved to correct the total number of metered public parking spaces in the original CDP and previous amendments. The amendment also changed the use of 40 parking spaces from metered public parking to permitted commercial fishing or permitted commercial recreation in North Embarcadero, Tuna Harbor, and Ruocco Park (Embarcadero Parking CDP Area). Of the 40 spaces, 25 spaces were made available to serve the adjacent Fish Market leasehold for employee, delivery, patron, and valet parking.

The TUOPs would continue to include the following terms, among others: Tenant is required to occupy the 25 parking spaces (located in the Commercial Recreation designated area) first before parking any vehicles in the 6 shared parking spaces. If the remaining parking spaces in the Commercial Fishing designated area are full and a commercial fisherman needs a parking space, he/she may park in one of the 6 shared- parking spaces. If the 6 parking spaces are all occupied by the Tenant, the commercial fisherman may approach the Tenant's parking operator and request the vehicle(s) be moved. Upon such a request, the parking operator shall relocate the vehicle(s) and may, at its option, use a District issued short-term parking placard at any metered parking space within Tuna Harbor/G Street Mole.

The area proposed for use under this TUOP is currently and is proposed to be used only and exclusively for the purpose of reserved twenty-five (25) parking spaces for Tenant's employees, deliveries, patrons, and valet parking for its adjacent leasehold and for no other purpose whatsoever without the prior written consent of the Executive Director of District in each instance. A limited number of employees may use the spaces only if they are not needed by patrons to the restaurant and only during morning or evening hours. The Tenant would be responsible for compliance with all laws and regulations associated with the activities on or in connection with the above-described premises, and in all uses thereof, including those regulating stormwater and hazardous materials. No new development, construction, or increase in the size of the property is proposed or authorized as part of the TUOP.

It is anticipated that the TUOP would have a total term of approximately two (2) years. The TUOP may be terminated by the District or Tenant as a matter of right and without cause at any time upon providing thirty (30) days' notice in writing to the other party of such termination.

The following categorical determinations are based on the project submittal and all project information known to the District as of the date of this determination.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

CATEGORICAL DETERMINATION

Categorical Exemption: CEQA Guidelines Section 15301 (Class 1)/District Guidelines for Compliance with CEQA Section 3.a: Existing Facilities;

3.a. Existing Facilities: 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, including but not limited to:

- (4) New and renewed short-tenancy agreements which do not result in change in existing use. This exemption does not apply to any new development associated with the activities of the tenant. This exception is also inapplicable if the cumulative impact of continuing the existing use or conditions in the same place, over time, is significant.

The proposed project is determined to be Categorically Exempt pursuant to the CEQA Guidelines and the Section of the District's *Guidelines for Compliance with CEQA* as identified above because it consists of a short-tenancy agreement that would involve no expansion of use beyond that previously existing, and would not result in a significant cumulative impact due to the continuation of the existing use. The District has determined none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

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.

CALIFORNIA COASTAL ACT

PORT MASTER PLAN CONSISTENCY

Planning District: 3 - Centre City Embarcadero (Precise Plan Figure 11)

Land Use Designation: Commercial Recreation

The proposed project conforms to the certified Port Master Plan because it would involve renewal of a short-term tenancy agreement for existing parking spaces consistent with the existing certified Land Use designation. The proposed project would not change the use of the site nor would it interrupt or expand the existing conforming uses of the site.

CATEGORICAL DETERMINATION

On May 12, 2015, the Board of Port Commissioners (Board) authorized issuance of the non-appealable CDP for the "Parking Meters in North Embarcadero, Tuna Harbor, and Ruocco Park - New Rate Range, Modification to Hours and Days of Operations, Purchase and Installation of Smart Meters and Sensors" Project (Embarcadero Parking CDP) to the District for parking operations in Embarcadero Parking CDP

Area. The CDP was issued on July 6, 2015 (CDP-2015-01; Clerk’s Document No. 63900) for the installation of 520 parking meters in the Embarcadero Parking CDP Area as well as adjusted parking rates and set parking hours and days of operations. Subsequently, Amendment No. 1 was issued on February 28, 2017 (Clerk Doc. No. 66227) to increase the number of metered parking spaces by 12. Amendment No. 2 was issued on July 24, 2019 (Clerk Doc. No. 70901) to increase the number of metered parking spaces by 10. An additional 10 metered parking spaces were installed in the Embarcadero Parking CDP Area, but were not accounted for in the CDP. Subsequently, on April 13, 2021, the Board authorized Amendment No. 3 (Clerk Doc No. 72735) to the CDP to correct the numbers stated in the original CDP, as well as in Amendments No. 1 and 2, to reflect an accurate count of metered public parking spaces from 542 parking spaces in the CDP to 552 on-the-ground parking spaces. Amendment No. 3 also changed the use of 40 parking spaces from metered public spaces to either permitted commercial fishing or permitted commercial recreation spaces; and the 40 parking spaces include 15 metered public parking spaces within the Commercial Fishing land use designation area of Tuna Harbor and 25 metered public parking spaces to allow for the adjacent leasehold to utilize these parking spaces via agreement with the District for parking for employees, deliveries, patrons, and valet parking, as the lease for the adjacent Fish Market leasehold does not provide for parking. No additional action under the California Coastal Act is required at this time.

CALIFORNIA PUBLIC TRUST DOCTRINE

The proposed project complies with Section 87.(a)(2) of the Port Act, which allows for all visitor-serving commercial and industrial uses and purposes, and for 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.

SCOTT CHADWICK
President/CEO

Determination by:
Betsy Viramontes
Planner I
Development Services

Signature: Betsy Viramontes
Date: 2/12/2026

Assistant/Deputy General Counsel

Signature: Shiraz Tangri
Date: 2/12/2026



Certificate Of Completion

Envelope Id: 248BBB26-BABB-4B55-B478-0F95EC416793	Status: Completed
Subject: 2026-013 TUOP for Parking Spaces at the G-Street Mole Parking Lot - CatDet Signature Request	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Betsy Viramontes
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3165 Pacific Hwy.
	San Diego, CA 92101
	bviramontes@portofsandiego.org
	IP Address: 2600:8801:9902:

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Status: Original	Holder: Betsy Viramontes	Location: DocuSign
2/12/2026 11:44:55 AM	bviramontes@portofsandiego.org	
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Storage Appliance Status: Connected	Pool: Carahsoft OBO Port of San Diego	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Shiraz Tangri		Sent: 2/12/2026 11:52:50 AM
stangri@portofsandiego.org		Viewed: 2/12/2026 12:22:59 PM
Deputy General Counsel		Signed: 2/12/2026 12:25:43 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.68.240.112	

Electronic Record and Signature Disclosure:

Accepted: 10/2/2024 3:35:48 PM
ID: ffff1666-bf1c-4e0f-85e8-243f8e00021f

Betsy Viramontes		Sent: 2/12/2026 12:25:45 PM
bviramontes@portofsandiego.org		Viewed: 2/12/2026 1:50:04 PM
Security Level: Email, Account Authentication (None)		Signed: 2/12/2026 1:50:12 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address:	
	2600:1700:fa10:31b0:f00a:5112:cfb4:571a	

Electronic Record and Signature Disclosure:

Accepted: 3/27/2025 8:22:51 AM
ID: 1e9e25d1-6034-4801-88ff-73783b48c12c

Salina Quintana	Completed	Sent: 2/12/2026 1:50:14 PM
squintana@portofsandiego.org		Viewed: 2/12/2026 2:21:45 PM
Signing Group: ODC		Signed: 2/12/2026 2:23:06 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 207.215.153.162	

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/12/2026 11:52:50 AM
Certified Delivered	Security Checked	2/12/2026 2:21:45 PM
Signing Complete	Security Checked	2/12/2026 2:23:06 PM
Completed	Security Checked	2/12/2026 2:23:06 PM

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