

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

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**COASTAL DEVELOPMENT PERMIT**

**Applicant:** Wonderlust Events LLC  
839 West Harbor Drive, Suite C2-2  
San Diego, CA 92101

**Project:** Wonderfront Festival

**Location:** Subject to the special conditions herein, various locations in the North and South Embarcadero bayfront within District jurisdiction in downtown San Diego, CA 92101, including:

- Port Pavilion and Broadway Pier
- Lane Field Park
- North Embarcadero Promenade (Broadway Pier to Tuna Harbor)
- Ruocco Park (including adjacent parking)
- Seaport Village (including parking lots)
- The Headquarters
- Marriott Marquis San Diego Marina (Marriott) Marina Terrace
- Fifth Avenue Landing (FAL) Parking Lots
- San Diego Bayfront Park (adjacent to Hilton San Diego Bayfront and FAL)
- Embarcadero Marina Park North (EMPN) (including parking lot)
- Embarcadero Marina Park South (EMPS) (including parking lot)
- Joe's Crab Shack Parking Lot
- San Diego Symphony Orchestra Association (SDSOA) Leasehold
- South Embarcadero Promenade (EMPN to EMPS)

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

**Date of Board Action:** September 16, 2019

**Board of Port Commissioners Resolution Number:** 2019-XXX

**Date of Permit:** , 2019

**Application Number:** 2019-XX

**Permit Number:** CDP-2019-XX

The Project, as defined below, is located within the jurisdiction of the San Diego Unified Port District (“District”) and in California coastal zone. The project constitutes development pursuant to Coastal Act Section 30106 as it would result in the temporary erection and breakdown of structures and temporary change in the intensity of use of land. The Project is a non-appealable development pursuant to Section 30715 of the Coastal Act as it does not constitute any of the development listed therein and a temporary event is considered a “non-appealable” category of development. The Project is fully consistent with Chapter 8 of the Coastal Act and the District’s certified Port Master Plan.

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

## **DEVELOPMENT**

Wonderlust Events, LLC, as the Project Applicant and Project proponent (“Applicant” or “Permittee”), proposes a temporary three-day music and arts festival, referred to as the “Wonderfront Festival” (“Festival”). The Festival would be located on areas within and outside of District jurisdiction, roughly bounded by the San Diego trolley line from Santa Fe Depot along C Avenue to the Imperial station at the base of 12<sup>th</sup> Avenue and all along portions of the North and South Embarcadero bayfront in San Diego (Exhibit 1). However, this Permit only covers the components of the Festival within District jurisdiction (“Project Site”). The Project Site is shown on Exhibit 2. The Applicant also proposes the setup and load in, and breakdown and load out of associated Festival improvements within District jurisdiction. The Festival and associated improvements and activities, as well as setup and breakdown of the Festival, described herein are collectively referred to as the “Project”.

The Project would involve: the temporary use of District public parks and other public spaces, public parking lots, District tenant leasehold areas (subject to agreements with those leasehold tenants and the District’s consent to such agreements as specified herein); the temporary erection of structures (including up to 10 event stages), and equipment to support music and sports performances and other Festival activities; the operation of the Festival event; the operation of transportation facilities and services, including land and water shuttle systems, ride sharing and micro-mobility transportation hubs, and parking facilities; and the temporary modification of two District internal circulation street segments. Several District public parks and other public spaces, public parking areas, and portions of District tenant leaseholds would be temporarily closed during some or all of the duration of the Project to allow for setup, breakdown, and Festival activities, including: Port Pavilion and Broadway Pier, Lane Field Park, The Headquarters, Ruocco Park and adjacent parking, Seaport Village parking lots, Marriott

Marina Terrace, EMPN including the parking lot, San Diego Bayfront Park (adjacent to Hilton and FAL), FAL parking lots, EMPS including the parking lot, Joe's Crab Shack parking lot, and the SDSOA leasehold.

The Festival would feature culinary, arts, and musical entertainment in a variety of genres, as well as a variety of other activities and activations in the public spaces and leaseholds spanning the length of the Project Site. Mobility hubs would be organized throughout the Festival that would bring together shuttle stops, bike and micro-mobility vehicle parking, and ride-sharing businesses with transit and pedestrian connections. The Project would take place over a total duration of 11 days in November: three consecutive days on the weekend (Friday, Saturday, and Sunday) preceding Thanksgiving for the Festival, and up to eight (8) days for setup and breakdown. The Project would require approximately 500 employees.

This Permit shall have a term of five (5) years from its effective date, and shall only permit the inaugural 2019 Festival and subsequent four (4) years, if the Festival is approved in writing by the District for each subsequent year and the Applicant obtains all other necessary agreements and permits from the District and other regulatory agencies. The "Development" section of this Permit represents a worst-case scenario, and activities and configuration of Project components may vary, but may not exceed the parameters described in this "Development" section, as determined by the District, without a future amendment to this Permit.

## PROJECT SITE

The Project Site is located along the North and South Embarcadero bayfront of downtown San Diego and includes a number of District-operated public parks (EMPN, EMPS, Ruocco Park) and other District public areas (Broadway Pavilion and Broadway Pier, North Embarcadero Promenade, South Embarcadero Promenade), and District tenant leaseholds (FAL, Hilton, Lane Field, Marriott, Joe's Crab Shack, SDSOA, and The Headquarters), as further described below. While portions of the Festival would occur off tidelands outside District jurisdiction, such as some of the reserved parking areas and portions of the shuttle route, this Permit only permits the components of the Project within District jurisdiction (see Exhibit 2).

### Authorization to Use District Public Areas and Leaseholds

For portions of the Project Site that occur within District public areas subject to a separate District permit (such as a District-issued Park Permit) or requirements, each site may only be used for Festival staging and activities subject to availability and appropriate written authorizations from the District and said Festival activities shall comply with this Permit. For portions of the Project Site that occur within District leaseholds, Applicant shall obtain a valid written agreement from the leasehold lessee authorizing the Project activities on the leasehold and said Festival activities shall comply with this Permit. The Applicant shall have the valid signed agreements in place with all District lessees authorizing use of the leaseholds and shall provide the District with a copy of each valid signed Agreement no later than 30 days prior to

commencement of the Project (i.e., Festival setup) for the District's review and written consent, which may be granted or denied. For Applicant use of District public parks, the Broadway Pier and Port Pavilion, and other District public areas requiring a separate permit, the Applicant shall obtain the appropriate temporary park permit(s) and/or agreement(s) from the District within 30 days prior to Festival setup.

#### Ticketed Venues

The ticketed venues are where paid music and sports performances and large-scale activations would occur within fenced and gated areas, and may include all or a portion of the following locations (see also Exhibit 2):

- Port Pavilion and Broadway Pier, 1000 North Harbor Drive, San Diego, CA 92101;
- Ruocco Park, 585 Harbor Lane, San Diego, CA 92101;
- Seaport Village Main Parking Lot, 849 West Harbor Drive, San Diego, CA 92101;
- San Diego Bayfront Park (adjacent to FAL and Hilton), 1 Park Boulevard, San Diego, CA 92101;
- EMPN, 400 Kettner Boulevard, San Diego, CA 92101; and
- EMPS, 200 Marina Park Way, San Diego, CA 92101. EMPS shall only be used subject to availability and appropriate written authorization(s) from the District and/or District lessee SDSOA;

The above ticketed venues shall only be used by the Applicant subject to availability and appropriate authorizations from the District and/or District lessees as specified in this Permit.

#### Activation Sites

Activation sites are where unticketed, smaller-scale activations, such as open-air markets, outdoor movie screenings, sports performances, and busker and band and other entertainer performances and activations, would occur, and may include all or a portion of the following locations:

- Lane Field Park, 1009 North Harbor Drive, San Diego, CA 92101;
- The Headquarters courtyard, 789 West Harbor Drive, San Diego, CA 92101;
- Ruocco Park, 585 Harbor Lane, San Diego, CA 92101;
- Seaport Village, 849 West Harbor Drive, San Diego, CA 92101;
- Marriott Marina Terrace, 333 West Harbor Drive, San Diego, CA 92101; and
- North and South Embarcadero Promenades, San Diego, CA 92101

The above activation sites shall only be used by the Applicant subject to availability and appropriate authorizations from the District and/or District lessees as specified in this Permit.

#### Back of House Operations

Back of house operations, which would include comfort areas for Festival employees and entertainers, first aid stations, and storage, would be located at all of the above

ticketed venues and activation sites. Back of house operations involving long-term parking for trucks and large vehicles would occur at the following locations:

- FAL, 600 Convention Way, San Diego, CA 92101; and
- Seaport Village South Parking Lot, 849 West Harbor Drive, San Diego, CA 92101

The above back of house operations shall only be used by the Applicant subject to availability and appropriate authorizations from the District and/or District lessees as specified in this Permit.

### SDSOA Leasehold Construction

Any use of a leasehold is subject to the above-described authorization requirement. It is anticipated that during the first and/or second Festival, the SDSOA leasehold and portions of the surrounding area of EMPS will be under construction as part of the SDSOA's Bayside Performance Park Enhancement Project (CDP-2019-05, Clerk's Doc. No. 70351). SDSOA construction may occur during Festival activities. The approximate footprint and estimated schedule of proposed SDSOA construction is shown in the attached SDSOA Proposed Construction Staging and Phasing Plan (SDSOA Construction Site) (Exhibit 3). The Festival Project shall not interfere or disrupt the SDSOA construction unless expressly allowed by SDSOA in a written agreement with the Applicant that is provided to the District 30 days prior to Festival setup. Applicant shall implement, at its costs, safety and security measures around the SDSOA Construction Site during the first year of the Festival and if the SDSOA premises and surrounding areas have not been fully constructed, during the second year of the Festival. The safety and security measures shall be of character and duration to ensure Festival patrons' and the public's safety. They shall also ensure that there is no interruption to or encroachment/trespassing onto the SDSOA Construction Site. If the SDSOA leasehold and portions of the surrounding area of EMPS have not been constructed by the third year of the Festival, then this paragraph shall apply until construction is completed.

### SETUP AND LOAD IN

#### Setup Activities

Setup would take place approximately five (5) days before the Festival and may occur at all hours, with no significant noise-generating heavy construction activities to occur between the hours of 7:00pm and 7:00am. Setup would consist of up to 10 music stages (of varying sizes up to 45 feet high, 90 feet wide, and 56 feet deep), backstage, infrastructure, concession booths, exhibitor booths, sponsor activations, portable restrooms, tents, art installations, back of house infrastructure, production trailers, equipment, and yacht activations. Equipment would consist of: temporary stages; sound and light and video systems; portable restrooms; temporary 8-foot-high fencing with scrim cover; temporary food and beverage booths; food trucks; activations and vendor booths; temporary structures; portable games such as corn hole and ping pong; generators for powering the stages, food and beverage, and a box office(s). Construction equipment for setup would include such equipment as forklifts, man lifts,

box trucks, and semi-trucks. Mobility hub improvements would include tents, bicycle storage, and VIP lounges.

During setup days, portions of the parks and parking lots to be used for ticketed venues may be open to the general public at certain times during the day, with access restricted to Festival staff the remainder of the time to allow for setup. The Applicant shall install signage clearly indicating when these parks and parking lots would be open to the general public, and if parking lots are temporarily closed to the general public, the signage shall provide information on alternative parking locations. Furthermore, during setup, the remainder of the Project Site used for the gated ticketed venues, activations, and back of house operations would only be accessible to Festival staff and would not be accessible to the general public. The Applicant shall install signage clearly indicating that these areas would be temporarily closed to the public. Exhibit 4 shows the areas that would be temporarily closed to the public due to Festival setup activities.

#### Temporary Pedestrian Bridge

A temporary pedestrian bridge (approximately 25-feet-long by 10-feet-wide by 13-feet-high) will span the southeast end of Kettner Boulevard and the entrance to EMPN, traversing over and across a portion of the South Embarcadero Promenade near Seaport Village. The bridge would enable ticketed Festival patrons to more easily travel between the gated ticketed venues at the Seaport Village Parking Lot and EMPN. Exhibit 8 shows the location of the temporary pedestrian bridge.

#### Temporary Street Segment Modifications at Convention Way and Kettner Boulevard

The Project proposes a temporary street segment modification at Convention Way, which would consist of a temporary striped cul-de-sac to facilitate turnarounds back towards Harbor Drive (see Exhibit 2 and Exhibit 5). This modification is intended to filter most vehicular traffic away from the gated festival grounds at EMPS, San Diego Bayfront Park (adjacent to FAL and Hilton), Joe's Crab Shack parking lot, and staging at the FAL leasehold. The temporary cul-de-sac would allow for vehicle access to certain areas beyond it, such as the San Diego Convention Center loading docks and SDSOA leasehold, and emergency service vehicles, via removable bollards that would be managed by Festival staff. The Convention Center shall at all times be allowed to access its loading docks. The Applicant shall install clear and legible signage informing motorists of this modification at least 14 days prior to Festival setup, and for parking areas that are temporarily closed to the general public, the signage shall provide information on alternative parking locations. A golf cart will be used to transport people to areas beyond the temporary cul-de-sac, such as the marinas. The road space in the area approaching the cul-de-sac would be temporarily reallocated from four lanes to two lanes with approximately 30 parking spaces that will be used for parking for the public fishing pier on a first-come, first-served basis (if EMPS and the SDSOA leasehold are used as ticketed venues for the Festival), and queuing for rideshare vehicles. If EMPS and the SDSOA leasehold are used as venues for the Festival whether ticketed or non-ticketed, and SDSOA construction activities are not occurring, the Applicant shall ensure that fisherman access to the public fishing pier at EMPS is available for the entire duration of the Project during all performances at EMPS. The Applicant shall

install signage that clearly indicates that the public fishing pier is open to fishermen throughout the entire duration of the Project, and shall provide fishing pier access pass instructions at the deli/bait shop adjacent to the pier at least 14 days prior to Festival setup.

The Project also will install modification to a segment of Kettner Boulevard in between the Seaport Village Parking Lots and EMPN (see Exhibit 2 and Exhibit 8 below) to allow for Festival staging and activities at the Seaport Village Parking Lots and EMPN. During setup, this segment of Kettner Boulevard would be accessible to certain vehicles requiring access to the adjacent businesses, emergency vehicles, and Festival staff, and would be temporarily closed to the general public during these times. Certain areas may be accessible to the general public during certain times when setup activities are not occurring. The Applicant shall install signage clearly informing motorists of this modification at least 14 days prior to Festival setup. Furthermore, the Applicant shall install signage clearly indicating the times when this street segment would be accessible to motorists and the general public, and if parking lots are temporarily closed to the general public, the signage shall provide information on alternative parking locations.

No other street modifications other than at Kettner Boulevard and Convention Way as described above shall be permitted without an amendment to this Permit.

#### Festival Signage and Information during Setup

Physical wayfinding signage for Festival patrons would be installed around the Seaport Village area and Embarcadero Promenade to denote Festival access points and directions to each venue.

In addition, the Applicant shall install signage clearly indicating when park, parking areas, and other public areas are open or closed to the general public during setup, and if parking lots are temporarily closed to the public, the signage shall provide information on alternative parking locations.

#### Electronic Information

Detailed maps shall be prominently displayed on the Festival website, mobile app, through emails to ticket buyers, and social media to provide clear information and directions and showing maps of all venues and other important information such as parking, directions, tenant access, transit, rideshare, and Festival hours.

#### EVENT ACTIVITIES

The Festival would contain a unique mix of musical entertainment in a variety of genres, artisans, culinary offerings, and a variety of activities and attractions for Festival patrons, as well as a variety of activations available to the general public. Exhibit 6 shows the areas that will contain ticketed venues and back of house operations. Exhibits 7 through 12 contain proposed site plans for the areas where Festival staging, activities, paid music performances at gated ticketed venues, and large-scale activations may occur consistent with this Permit: Port Pavilion and Broadway Pier,

Seaport Village North and South Parking Lots, Ruocco Park, EMPN, FAL Parking Lots, San Diego Bayfront Park (adjacent to FAL and Hilton), Joe's Crab Shack parking lot, EMPS, and the SDSOA leasehold. Festival activities held at District parks shall cease by 10:30pm, consistent with District park operating hours.

### Ticketed Venues

Paid musical performances with amplified music and large-scale activations would occur at the gated ticketed venue sites described above and shown on Exhibit 2, and are estimated to occur:

#### Outdoor Venues

- Friday: 3:00pm – 10:00pm
- Saturday and Sunday: 11:30am – 10:00pm

#### Port Pavilion at Broadway Pier Indoor Venue

- Friday: 3:00pm – 12:00am
- Saturday: 11:30am – 12:00am
- Sunday: 11:30am – 10:00pm

The ticketed venues would have amplified sound on the stages. All outside amplified music shall be scheduled to end by 10:00pm, with a 30-minute allowance to accommodate potential operations delays. Under no circumstances shall any outdoor performances occur past 10:30pm or indoor performances occur past 12:00am. Temporary movable barriers such as bike racks and stanchions, and ground decals, may be used to separate line queues from the general public's path of travel.

The ticketed venues, many of which would be located within existing public spaces and public parking areas, would be gated and would be accessible to ticketed Festival patrons only up to one hour prior to and during performances (see Exhibit 6). Certain areas of the ticketed venue sites may be accessible to the general public (i.e. non-Festival patrons) during certain times when ticketed venue performances are not occurring. As required by this Permit and further discussed below, a portion of the perimeter pedestrian promenade segments of EMPN and EMPS shall be open to the general public, except up to one hour prior to and during ticketed venue performances. The Applicant shall install signage that clearly indicates when such public access would be available to the general public.

### Public Access to Fishing Pier and EMPN and EMPS Perimeter Public Pedestrian Promenade Segments

If EMPS and the SDSOA leasehold are used as venues for the Festival whether ticketed or non-ticketed, and SDSOA construction activities are not occurring, the Applicant shall ensure that fisherman access to the public fishing pier at EMPS is available for the entire duration of the Project during all performances at EMPS. The Applicant shall install signage that clearly indicates that the public fishing pier is open to fishermen throughout the entire duration of the Project, and shall provide fishing pier

access pass instructions at the deli/bait shop adjacent to the pier at least 14 days prior to Festival setup.

If either the western half (SDSOA leasehold) or eastern half of EMPS is used as a gated ticketed venue for the Festival, and SDSOA construction activities are not occurring, the Applicant shall ensure that either the western or eastern perimeter pedestrian promenade segment of EMPS (see Exhibit 2) is accessible to the general public, except up to one hour prior to and during ticketed venue performances. As mentioned above, up to one hour prior to and during performances, the ticketed venues would be accessible to ticketed Festival patrons only. The Applicant shall install signage that clearly indicates when such public access to the perimeter pedestrian promenade segment would be available to the general public.

If EMPN is used as a ticketed venue for the Festival, the Applicant shall ensure that either the western or eastern perimeter pedestrian promenade segment of EMPN (see Exhibit 2) is accessible to the general public, except up to one hour prior to and during ticketed venue performances. As mentioned above, up to one hour prior to and during performances, the ticketed venues would be accessible to ticketed Festival patrons only. The Applicant shall install signage that clearly indicates when such public access to the perimeter pedestrian promenade segment would be available to the general public.

#### Free Programming and Activations

At a minimum, three (3) smaller-scale free activations open to the public shall be included as part of the Project during each day of the Festival. Such activations shall include: open air markets, outdoor movie screenings, sports performances, busker and band and other entertainer performances, or similar activations. These activation sites (see Exhibit 2) shall not be gated during the smaller-scale activations, shall not require a Festival ticket for admission, and shall be accessible to ticketed Festival patrons as well as the general public. The Applicant shall install signage that clearly indicates that these areas would be available to the general public.

The Applicant shall provide free programming open to the general public. Such programming may include: a free community stage that will host 14.5 hours of live music entertainment, professional skateboard performances, and other activities such as salsa dancing bands, wine and craft beer tastings, and entertainers (e.g., bands and buskers). The Applicant shall also host musicians, buskers, and other entertainers free and open to the general public, which may occur at the following locations: along the North Embarcadero Promenade (between Broadway Pier and Tuna Harbor), the South Embarcadero Promenade (between EMPN and EMPS), and the Marriott Marina Terrace plaza (see Exhibit 2). A portion of the North and South Embarcadero Promenades wide enough to allow for two-way access shall at all times remain open to the general public during Festival activities to facilitate public access to the bayfront, and the Applicant shall install signage clearly indicating such public access. In addition, the vertical pedestrian accessways from Harbor Drive to the bayfront (see Exhibit 2), such as at Marina Walk between the Hyatt and the Marriott hotels, and Canyon Path

between the Marriott and San Diego Convention Center, shall remain open to the public to continue to provide vertical public access to the bayfront for the general public during the Project.

In addition, the Applicant shall provide Festival access to underserved communities (members of low-income communities, communities of color, and areas with populations of limited English proficiency) by donating free tickets. For year one of the Festival, such tickets shall be the equivalent of 3,000 weekend passes or 9,000 one-day passes (or a combination of both). For each subsequent year, such donated tickets shall be the equivalent of 3,000 weekend passes or 9,000 one-day passes (or a combination of both) or 10% of anticipated ticket sales, whichever is greater. The Applicant shall provide the District with the number of free Festival passes distributed and to which organizations, and the number of free passes actually utilized.

#### Parking for Festival Patrons

Approximately 960 pre-paid parking spaces would be available for Festival patrons at the following District parking areas: Manchester Grand Hyatt Hotel, Marriott Marquis San Diego Marina Hotel, InterContinental San Diego Hotel, and Wyndham San Diego Bayside Hotel, and at other upland, non-District tideland parking areas. Other parking facilities for Festival patrons and employees containing approximately 5,900 parking spaces would be located throughout downtown both on District tidelands [Convention Center Public Parking Garage (underground at the Convention Center) and Convention Center (Adjacent to the Hilton) Public Parking Garage] and off tidelands would also be available on a first come, first served basis. The Applicant shall communicate parking availability to ticket-paying Festival patrons through e-mail communications and smart phone app containing real-time information.

#### Parking for the General Public

Approximately 220 free, limited duration (three hours) parking spaces would be available to the general public (at ABM Lot #1023 located off District tidelands) to help offset the temporary loss of parking spaces resulting from Festival activities. The Applicant shall install signage clearly indicating that this parking lot is available to the general public during Festival activities.

#### Mobility

The Project would provide several mobility options which would serve to facilitate access between the Festival grounds along the bayfront and the greater downtown San Diego area, and would also facilitate access trips between venues.

The transportation options shall include, at a minimum:

- Festival patron shuttle that would provide access between the three main festival entrances (Broadway Pier, Seaport Village, and FAL);
- Free fixed-route shuttle for the general public operated by an ADA-compliant neighborhood electric vehicle, similar to a FRED vehicle;

- Mobility hubs that would contain bicycle parking and dockless micro-mobility vehicles, and some hubs would contain premium waiting areas for Festival shuttle and ride-hailing; and
- Flagship water ferry route for Festival patrons between venue areas.

The free fixed-route shuttle for the general public would be a one-way counter-clockwise loop that would take approximately 30 minutes to complete the circuit. The route would include various streets and sidewalks on District tidelands (see Exhibit 1). The route would also include various areas that are off District tidelands and are not covered by this Permit. The shuttle would originate at ABM Lot #1023 (off District tidelands) and would contain shuttle stops in close proximity to the ticketed venue sites, key transit stations and several parking sites, and the Gaslamp District. The Applicant shall install signage that clearly indicates that this fixed-route shuttle would be free and available to the general public.

The Festival would install mobility hubs, which would interface between the Festival grounds and downtown San Diego. The mobility hubs shall include major mobility hubs and minor mobility hubs. Each mobility hub shall have a large fleet of micro-mobility vehicles staged for convenient use or drop-off. Every mobility hub shall contain secure bicycle parking. The major mobility hubs shall also contain premium waiting facilities for the free shuttle and/or ride-hailing services. Some of the mobility hubs may have parking set aside for the staging of ride-hailing vehicles. Pedicabs shall also be allowed to use their routine staging areas during the Festival and may also use areas set aside for ride-hailing pick-up on a first come, first served basis. A water taxi route, facilitating access between the venue areas, shall operate with two pickup/drop-off locations.

In addition, the Applicant shall promote the use of transit to get to the Festival. The Applicant would promote this, along with all of the parking and mobility options through the Festival's marketing channels including the website, Festival app, email blasts, and media outlets (radio stations, newspapers, and online media).

#### Noise Monitoring

Noise monitoring during ticketed venue music performances shall occur during the Festival. If a substantial number of noise complaints are received, the District reserves the right to modify the noise monitoring requirements and to require that noise levels be lowered or systems be turned off for the ticketed venue music performances. A reporting system, including a hotline, shall be available during the Festival to record, log, and respond to complaints.

#### Public Access Information and Signage during Festival

No later than 30 days prior to Festival setup, the Applicant shall post on the Festival website and include in all applicable promotional materials (i.e. press releases and information brochures) all amenities available to the general public during the Festival.

During the Festival, the Applicant shall install signage clearly indicating when public areas within the ticketed venues would be open or closed to the general public, as well

as the locations of smaller-scale activations and free programming that shall be available to the general public. For parking lots temporarily closed to the general public, the signage shall provide information on alternative parking locations. The Applicant shall also install signage clearly informing the general public about the availability of the free parking and shuttle service, and clearly informing Festival patrons and the general public about the temporary street segment modifications. The Applicant shall also be required to provide signage clearly indicating that general public access to portions of the North Embarcadero Promenade (Broadway Pier to Tuna Harbor) and South Embarcadero Promenade (EMPN to EMPS) wide enough to allow for both way access shall at all times remain open to the general public the entire duration of the Project, and fisherman access to the public fishing pier at EMPS shall be available the entire duration of the Project (if SDSOA construction activities are not occurring). Furthermore, as discussed above, a portion of the perimeter pedestrian promenade segments of EMPN and EMPS shall be open to the general public, except up to one hour prior to and during ticketed venue performances, and the Applicant shall install signage that clearly indicates when such public access would be available to the general public.

### BREAKDOWN AND LOAD OUT

Breakdown would take place approximately three (3) days following the Festival and would consist of: load out of booths and stages, production trailers, portable restrooms, infrastructure, and equipment (including forklifts, man lifts, box trucks, and semi-trucks).

During breakdown, portions of the parks and parking lots may be open to the general public certain times during breakdown days, with access restricted to Festival staff the remainder of the time to allow for breakdown. The Applicant shall install signage clearly indicating when the parks and parking lots would be open to the general public during breakdown, and if parking lots are temporarily closed to the general public, the signage shall provide information on alternative parking locations. Exhibit 13 shows the areas that would be temporarily closed to the public due to Festival breakdown activities. The Applicant shall restore the Project Site and the street segment modifications to their original condition at the time of setup or better condition.

### PUBLIC ACCESS PLAN

The Applicant shall implement a Public Access Plan (PAP) to ensure that certain areas within the Project Site are available to the general public during the Project, either to access the bayfront or to participate in certain Festival activities, and to ensure that the general public is aware of the public amenities that will be available during the Project, as follows:

- No later than 30 days prior to Festival setup, the Applicant shall post on the Festival website and include in all applicable promotional materials (i.e. press releases and information brochures) all amenities available to the general public during the Festival.

- During setup, Festival activities, and breakdown, portions of the Project Site (which includes District public parks and other public spaces, public parking areas, and District tenant leaseholds) would be open to the general public at certain times, with access restricted to Festival staff and paying Festival patrons the remainder of the time. Within 30 days prior to Festival setup, the Applicant shall submit to the District, for its review and approval, the areas and time durations to be open to the general public during setup, Festival activities, and breakdown. In addition, the Applicant shall install signage throughout the Project clearly indicating:
  - The portions of District public parks and other public spaces, public parking areas, District tenant leaseholds, and street segments that would be temporarily closed to the public, and the portions of these areas that would be open to the general public. This includes the times when ticketed venue areas would be open to the general public when ticketed venue performances are not occurring.
  - If District parking lots are temporarily closed to the general public, the signage shall clearly provide information on alternative parking locations.
  - The Applicant shall install signage clearly informing motorists of the temporary modifications to the Kettner Boulevard and Convention Way street segments at least 14 days prior to Festival setup. Furthermore, the Applicant shall install signage clearly indicating the times when these street segments would be temporarily closed to motorists, as well as when they would be open to motorists and/or accessible to the general public.
- During setup, Festival activities, and breakdown, the following areas shall remain accessible to the general public, and Applicant shall install signage clearly indicating such, as follows:
  - If SDSOA construction activities are not occurring, the Applicant shall ensure that fisherman access to the public fishing pier at EMPS is available for the entire duration of the Project during all performances at EMPS. The Applicant shall install signage that clearly indicates that the public fishing pier is open to fishermen throughout the entire duration of the Project, and shall provide fishing pier access pass instructions at the deli/bait shop adjacent to the pier at least 14 days prior to Festival setup.
  - Although smaller-scale activations would take place on a portion of the North and South Embarcadero Promenades during the Festival, a portion of both the North Embarcadero Promenade (Broadway Pier to Tuna Harbor) and South Embarcadero Promenade (EMPN to EMPS) shall at all times remain open to the general public in a manner and width that allows for two-way access to facilitate general public access to the bayfront, and the Applicant shall install signage clearly indicating such public access.

- During setup and breakdown, and at ticketed venue sites during Festival days (except up to one hour prior to and during ticketed venue performances), the following Embarcadero Marina Park perimeter public pedestrian promenade segments shall be open to the general public, and Applicant shall install signage clearly indicating such, as follows:
  - If EMPN is used as a ticketed venue for the Festival, the Applicant shall ensure that either the western or eastern perimeter pedestrian promenade segment of EMPN is accessible to the general public, except up to one hour prior to and during ticketed venue performances. The Applicant shall install signage that clearly indicates when such public access to the perimeter pedestrian promenade segment would be available to the general public.
  - If either the western half (SDSOA leasehold) or eastern half of EMPS is used as a gated ticketed venue for the Festival, and SDSOA construction activities are not occurring, the Applicant shall ensure that either the western or eastern perimeter pedestrian promenade segment of EMPS is accessible to the general public, except up to one hour prior to and during ticketed venue performances. The Applicant shall install signage that clearly indicates when such public access to the perimeter pedestrian promenade segment would be available to the general public.
- During the Festival, a minimum of three (3) smaller-scale activations shall be made available free to the general public each day of the Festival. Such activations shall include: open air markets, outdoor movie screenings, sports performances, busker and band and other entertainer performances, or similar activations. These activation sites shall not be gated during the smaller-scale activations, shall not require a Festival ticket for admission, and shall be accessible to ticketed Festival patrons as well as the general public. The Applicant shall install signage that clearly indicates that these areas would be available to the general public.
- The Applicant shall provide Festival access to underserved communities (members of low-income communities, communities of color, and areas with populations of limited English proficiency) by donating free tickets. For year one of the Festival, such tickets shall be the equivalent of 3,000 weekend passes or 9,000 one-day passes (or a combination of both) or 10% of anticipated ticket sales, whichever is greater. The Applicant shall provide the District with the number of free Festival passes distributed and to which organizations, and the number of free passes actually utilized.
- Approximately 220 free limited duration (three hours) parking spaces shall be available to the general public (at ABM Lot #1023 located off District tidelands) to help offset the temporary loss of parking spaces resulting from Festival activities.

The Applicant shall install signage clearly indicating that this parking lot is available to the general public during Festival activities.

- A free fixed-route shuttle for the general public shall be provided during the Festival. The Applicant shall install signage that clearly indicates that this fixed-route shuttle would be free and available to the general public.
- The Applicant and District staff shall meet onsite during the Festival. After walking the site, the District may impose additional or revised public access components for the Project that may be memorialized in a Final PAP Report for future implementation, or, if determined by District staff to constitute a substantial revision to the permitted development, shall require an amendment to this Permit.

#### PAP Report

Within 60 days of completion of the Project, the Applicant shall submit a Public Access Plan (PAP) Report, in a form acceptable by the District, demonstrating conformance with the PAP requirements of this Permit. The PAP Report shall, at a minimum, contain the following:

- Evidence that no later than 30 days prior to Festival setup, the Applicant posted on the Festival website and included in all applicable promotional materials (i.e. press releases and information brochures) all amenities available to the general public during the Festival.
- A copy of the District-approved map detailing the portions of the Project Site (which includes District public parks and other public spaces, public parking areas, and District tenant leaseholds) that were open to the general public during setup, Festival activities, and breakdown, including time durations each was open to the general public, and public access signage locations.
- Photographic evidence of signage installed that clearly indicates the following:
  - areas that were temporarily closed to the public
  - areas that were open to the general public during some or all of the Project duration
  - information on alternative parking locations
  - information on the temporary modifications to the Kettner Boulevard and Convention Way street segments
  - fisherman access to the EMPS fishing pier and fishing pier access pass instructions
  - information on the free programming and smaller-scale activations available to the general public
  - information on the free limited duration parking and free fixed-route shuttle
- Demonstration to the satisfaction of the District that adequate public access and associated signage will be provided for the following year's Festival.

- A traffic/pedestrian report that shall summarize: traffic/pedestrian measures implemented, the traffic/pedestrian movement experiences, and any associated problems observed; daily concert attendance figures broken down by ticketed venue and number of free Festival passes distributed and to which organizations, and the number of free passes actually utilized; estimated number of Festival attendees (paying and non-paying); number of free parking spaces provided and utilized; number and location of reserved and non-reserved parking for Festival patrons; number of users of the free fixed-route shuttle, Festival patron shuttle, and water ferry; the promotion of transit use; associated traffic/parking/mobility hub/pedestrian problems encountered during the Festival; and recommendations regarding any additional measures deemed necessary for the following year's Festival.
- Results of the Applicant and District staff onsite meeting during the Festival, and description of any additional or revised public access components for the Project required for the following year's Festival.
- A summary of Applicant lessons learned and any proposed revisions to the public access requirements for the Project that shall be incorporated into the following year's Festival.
- If the District imposes additional or revised public access components for the Project as part of the PAP, the Applicant shall incorporate these into a Final PAP Report and submit it to the District. However, if District staff determines that these additional or revised public access components constitute a substantial revision to the permitted development, the District shall require an amendment to this Permit.

### STANDARD PROVISIONS

1. Permittee shall adhere strictly to the current plans for the Project as approved by the District and the Project features, described above, for the Project.
2. Permittee shall notify the District of any changes in the Project and herein described. Notification shall be in writing and be delivered promptly to the District. District approval of the Project change may be required prior to implementation of any changes and may require an amendment to this Permit.
3. Permittee and the Project shall meet all applicable codes, statutes, ordinances and regulations, and Permittee shall obtain all necessary permits from local, regional, state, and federal agencies.
4. Permittee shall conform to, and this Permit is subject to, the Permit rules and regulations of the District, including, but not limited to, the District's Coastal Development Permit Regulations.

5. Permittee shall be responsible for compliance with ADA and Title 24 specifications.
6. Permittee shall commence development within two (2) years following the date of the Permit issuance by the District. Construction shall be pursued in a diligent manner and completed within a reasonable period of time.
7. The Permit is in no way intended to affect the rights and obligations heretofore existing under private agreements nor to affect the existing regulations of other public bodies.
8. This Permit shall not be valid unless two copies have been returned to the Development Services Department of the District, upon which copies the Permittee has signed a statement agreeing that the Permittee will abide by the terms, conditions, limitations, and provisions of the Permit.
9. The Permittee and contractor shall perform all best management practices (BMPs) during construction and maintenance operations. This includes no pollutants in the discharges to storm drains or to Pacific Ocean, to the maximum extent practicable.
10. All District tidelands are regulated under Regional Water Quality Control Board Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109226, Waste Discharge Requirements for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds Within the San Diego Region (Municipal Permit). The Municipal Permit prohibits any activities that could degrade stormwater quality.

The Permittee shall ensure that post-construction / operational use of this Project site complies with the Municipal Permit and District direction related to permitted activities including the requirements found in the District's Jurisdictional Runoff Management Program (JRMP). The JRMP is available on the District website: <https://www.portofsandiego.org/environment/clean-water> or by contacting the Stormwater Department, (619) 686-6254.

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

The implementation and maintenance of the post-construction BMPs constitute regulatory obligations for the Permittee, and failure to comply with the Municipal Permit, the JRMP, or the District approved SWQMP, including the specific BMPs

contained therein, may be considered a violation of the permit and a violation of District Code.

12. In the discretion of the District, prior to commencement of construction, Permittee may be required to require that their contractor(s) furnish security, naming the District as a dual obligee, in the form of a performance bond and a payment bond, each in an amount deemed appropriate by the District to guarantee payment of the subcontractors, completion of the approved work under this Permit, and compliance with the conditions and limitations upon which such permit is granted. Prior to commencement of construction, Permittee may also be required by the District to furnish security in the form of a payment bond in an amount deemed appropriate by the District to guarantee payment to the contractor(s) for work performed under this permit.
13. By accepting this Permit, Permittee acknowledges and agrees (a) that the Project site may be subject to environmental and other conditions and hazards; (b) to assume the risks to the Permittee of injury and damage to Permittee, contractors, subcontracts, sponsors, vendors, patrons, the District, its Board of Port Commissioners, officers, agents and employees ("District" for purposes of this condition), attendees, and the public attending the Festival or on the Project Site during the Festival (including setup and breakdown) (collectively, "Potential Claimant"), from such conditions and/or conditions created by Permittee in connection with the implementation or operations of the Project; (c) to unconditionally waive any claim of damage or liability against the District for injury or damage to Potential Claimants from such conditions and/or from the conditions created by the Permittee in performing the or operating the Development and/or Project for which this Permit is issued; (d) to defend, indemnify and hold harmless, and require that Permittee's contractor(s) engaged to perform the development on the Project defend, indemnify and hold harmless, the District from any claim, demand, liability, loss, action, administrative agency appeal, damage, cost, expense (including all attorneys' fees and consultant/expert fees), award, fine, penalty or judgment (collectively, "Claims") arising out of, resulting from, or in any way related to the performance of the development by Permittee or Permittee's contractor(s) for which this Permit is issued, with the exception of any claim, action, damages, liability or costs arising or resulting from the Project caused by the gross negligence or willful misconduct of the District; (e) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to the Project and/or Permittee's operation of the Project Site with the exception of any claim, action, damages, liability or costs arising or resulting from the Project caused by the gross negligence or willful misconduct of the District; (f) to defend, indemnify and hold harmless the District from any Claims arising out of, resulting from, or in any way related to the District's approval of the Project, the granting of this Permit, and the District's adoption and approval of any environmental analysis under the California Environmental Quality Act; and (g) that Permittee shall have sufficient insurance for development and operation of the Project and name the District as an additional insured on all policies of insurance,

now in existence or to be obtained by Permittee for the Project and that Permittee will require Permittee's contractors to name the District as an additional insured on all policies of insurance, now in existence or to be obtained by them, for the work conducted pursuant to this Permit.

14. Permittee acknowledges and agrees that: (a) it is the sole and exclusive responsibility of Permittee, and not the District, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with the project, shall comply with the requirements of California's prevailing wage laws (the "PWL"), to the extent such laws are applicable; and (b) it is the sole and exclusive responsibility of Permittee, and not the District, to determine whether the Project is subject to the PWL by obtaining a determination by means that do not involve the District. If the Project is determined to be subject to the PWL, Permittee shall comply with all applicable provisions of the PWL, and shall take reasonable steps to ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with the Project shall likewise comply with all applicable provisions of the PWL.

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

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

#### INSTALLATION AND PREPARATION MEASURES

1. To minimize noise during installation and preparation, the Permittee will require the installation and preparation contractor to (a) restrict heavy construction activities from 7:00 am to 7:00 pm; (b) keep installation and preparation equipment as far as possible from sensitive receptors; and (c) provide acoustical shielding around equipment operating at night, from 10:00 pm to 7:00 am.

2. To minimize nuisance effects from lights or glare during installation and preparation, the Permittee will require the construction contractor to shield and direct night lighting away from adjacent areas.
3. All installation and preparation equipment shall be maintained in peak condition to reduce operational emissions.
4. Diesel equipment shall use low-sulfur diesel fuel.
5. Electric equipment shall be used to the maximum extent feasible during installation and preparation.
6. The Permittee shall require the contractor to provide installation and preparation employees with transit and ride share information.
7. The Permittee shall ensure that any site contamination is identified and a site restoration plan, acceptable to the appropriate regulatory agencies, is prepared and implemented to reduce any existing contamination to a level that has no potential to threaten employee or human health as defined under existing regulations. If any potential exists for impacts to employee health from exposure to hazardous materials, workers shall be provided with adequate protective gear.
8. The Permittee shall require all employees that are exposed to noise levels in excess of Occupational Safety and Health Administration hearing protection thresholds, during construction or operation, to wear noise protection devices (ear plugs and covers) that are protective of individual hearing.

### SPECIAL PROVISIONS

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

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

3. For each subsequent year the Festival is proposed to be held for the remainder of the five-year Permit term, and within 150 days prior to the start of development, Permittee shall submit a Project application to the District's Development Services Department for District staff review for consistency with this Permit. Additionally, within 30 days prior to the start of the Project for any given year, Permittee must obtain District approval to proceed with the Project, which may be granted by the Executive Director and/or his representative or the Board of Port Commissioners, if deemed necessary by the District. The District's approval may include additional conditions of approval. Project components may not exceed the parameters described in the "Development" section of this Permit, as determined by the District, without a future amendment to this Permit.
4. Within 30 days prior to the start of development described under the "DEVELOPMENT" section of this Permit, Permittee must apply for and obtain all other Approvals from the District, including without limitation, from the Real Estate Department, Waterfront Arts and Activation Department, and other relevant local, regional, State or federal agencies, each year the event is proposed to be held.
5. For portions of the Project Site that occur within District leaseholds, or District public areas subject to a separate District permit (such as a Park Permit), each site may only be used for Festival staging and activities subject to availability and appropriate written authorizations from the District and/or District lessees. For portions of the Project Site that occur within District leaseholds, Applicant shall obtain a valid written agreement from the leasehold lessee authorizing the Project activities on the leasehold and any activities allowed through the agreement shall comply with this Permit. Festival activities shall also comply with the terms and conditions of the agreement. The Applicant shall have the valid signed agreements in place with all District lessees authorizing use of the leaseholds and shall provide the District with a copy of each valid signed Agreement no later than 30 days prior to Festival setup for the District's review and written consent, which may be granted or denied. For Applicant use of District public parks, the Broadway Pier and Port Pavilion, and other District public areas requiring a separate permit, the Applicant shall obtain the appropriate temporary park permit(s) and/or agreement(s) from the District within 30 days prior to Festival setup.
6. Per the California Coastal Commission Temporary Event Guidelines (adopted by the California Coastal Commission on May 12, 1993), the event must be held in the same location, at a similar season, and for the same duration, with operating and environmental conditions substantially the same as those associated with this approved event in order to rely on this Permit and be excluded from further Coastal Act permitting requirements. The Permittee must demonstrate conformance with these Guidelines each year the development is proposed through the submission of a written report to the District as part of its application, or an amendment to this Permit or a new Permit would be required to be obtained prior to setup of the Festival.

7. The Permittee shall highlight the free activations and programming available to the general public and Festival patrons, and shall strongly encourage Festival attendees to walk, bike, or take public transit to the Festival.
8. A minimum of 10 working days prior to Festival setup, operation, or breakdown occurring in the vicinity of a District leasehold, the Permittee shall coordinate with each District lessee whose access and parking will be affected by the Project.
9. The Permittee shall provide adequate parking off-site and/or shuttle access to the special event and shall not rely exclusively on public shoreline parking to accommodate guest demand. Information on special event parking locations must be conveyed to attendees through various methods such as promotional material and the special event website. Written evidence of said secured parking and/or shuttle access must be submitted to the District for its review and approval (in the District's sole and absolute discretion) prior to the setup of the Festival.
10. Each year, the Permittee shall submit a Festival Traffic Management and Parking Plan as part of its application to the District. As part of this submittal, Permittee shall provide written agreements with off-site parking lot operators and shuttle operators that they will provide adequate parking and shuttle service.
11. Permittee shall comply with the Public Access Plan (PAP) described in the above "DEVELOPMENT" section of this Permit. Within 60 days of completion of the Project, Permittee shall submit a PAP Report, in a form acceptable by the District, demonstrating conformance with the PAP requirements of this Permit. The PAP Report shall contain, at a minimum, the components described in the above "Public Access Plan" subsection of the "DEVELOPMENT" section of this Permit.
12. At no time shall access to the fishing pier or deli at EMPS be restricted.
13. A portion of the North Embarcadero Promenade (Broadway Pier to Tuna Harbor) and South Embarcadero Promenade (EMPN to EMPS) wide enough to allow for two-way access shall at all times remain open to the general public the entire duration of the Project to facilitate public access to the bayfront.
14. The EMPN and EMPS perimeter pedestrian promenade segments shall be open to the general public as specified under the "DEVELOPMENT SECTION" of this Permit except up to one hour prior to and during ticketed venue music performances on Festival days.
15. The Permittee and District staff shall meet onsite during the Festival. After walking the site, the District may impose additional or revised public access components for the Project that may be memorialized in a Final PAP Report for future implementation, or, if determined by District staff to constitute a substantial revision to the permitted development, shall require an amendment to this Permit.

16. No other street segment modifications other than at Kettner Boulevard and Convention Way described under the "DEVELOPMENT" section above shall be permitted without an amendment to this Permit.
17. The use of fireworks shall be prohibited. Any use of pyrotechnics shall be minimized and only associated with music performances at the ticketed venues. Adequate safety measures shall be implemented if pyrotechnics are used.
18. All speakers, including amplified speakers, shall be positioned to minimize sound impacts on surrounding communities.
19. Permittee shall conduct on-site and off-site noise monitoring during ticketed venue music performances, and shall provide a copy of its noise monitoring logs to the District. Sound levels should not pose a nuisance to the surrounding community. Harbor Police Officers, other Law Enforcement officers, and representatives of the District have the authority to require that noise levels be lowered or systems be turned off.
20. A reporting system, including a hotline, shall be available during the Festival to record, log, and respond to complaints.
21. There shall be no off-site advertising unrelated to sponsorships or vendors. Sponsorship and vendor signage shall be allowed on stages, activation sites, concession areas, booths, directional and wayfinding signs, entrance archways and fences.
22. There shall be no freestanding structures erected for the primary purpose of accommodating advertising and no wall signs or billboard.
23. All security and back of house lighting used throughout the Project Site from 10:30pm to dawn shall be directed downward and/or shielded and of low intensity and shall be compliant with the City of San Diego outdoor lighting ordinance (City of San Diego Ordinance Number 20186).
24. All Festival lighting used throughout the Project Site shall be directed downward and/or shielded and shall be compliant with the City of San Diego outdoor lighting ordinance (City of San Diego Ordinance Number 20186). All exterior Festival lighting not associated with security or back of house operations must be shut off by 11:00pm.
25. Nighttime lighting outside of the performance stage areas shall be minimized to levels necessary to provide security. In addition, all nighttime lighting shall be shielded and focused downward and inward toward the event. With the exception of artistic up-lighting of trees, up-lighting and "event" searchlights are prohibited. Spotlights may only be used as necessary for the Project operations and shall be

minimized if feasible. Structures, including concession, merchandise tents, etc. shall be designed to minimize light spillage and maximize light shielding to the maximum extent feasible. For subsequent year Festivals (if approved by the District), Permittee shall submit a lighting design plan as part of its application to the District.

26. Permittee is responsible for compliance with all laws and regulations associated with the activities on or in connection with the Project, and in all uses thereof, including those regulating stormwater and hazardous materials, including the Environmental Best Practices specified in the District's large/corporate event permit application.
27. There shall be no disposal of fuel or cooking supplies or wastewater on District tidelands.
28. Any fuel storage areas shall be surrounded by a double layer of sand or gravel bags to contain any incidental spills.
29. Permittee shall provide adequate staffing, security, trash, recycling, and composting receptacles, and public restrooms for all attendees. All collected materials from the trash, recycling, and composting bins shall be transported from the event area at the end of each day of the Festival.
30. After each Festival day, the Permittee shall pick up all trash and/or debris on the Project Site and adjacent areas.
31. The Permittee shall clean and restore the Project Site and any other sites or areas affected by the Project to the condition it was in (or better) prior to the setup of the Festival.

Exhibits:

1. Wonderfront Festival Components (On and Off District Tidelands)
2. Project Site
3. SDSOA Proposed Construction Staging and Phasing Plan
4. Proposed Setup Plan
5. Proposed Temporary Street Segment Modification to Convention Way
6. Ticketed Venues and Back of House Areas
7. Proposed Site Plan at Port Pavilion and Broadway Pier
8. Proposed Site Plan at Seaport Village Parking Lots
9. Proposed Site Plan at Ruocco Park
10. Proposed Site Plan at EMPN
11. Proposed Site Plan at FAL and San Diego Bayfront Park
12. Proposed Site Plan at EMPS and SDSOA
13. Proposed Breakdown Plan

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

RANDA CONIGLIO  
President/Chief Executive Officer

By: \_\_\_\_\_

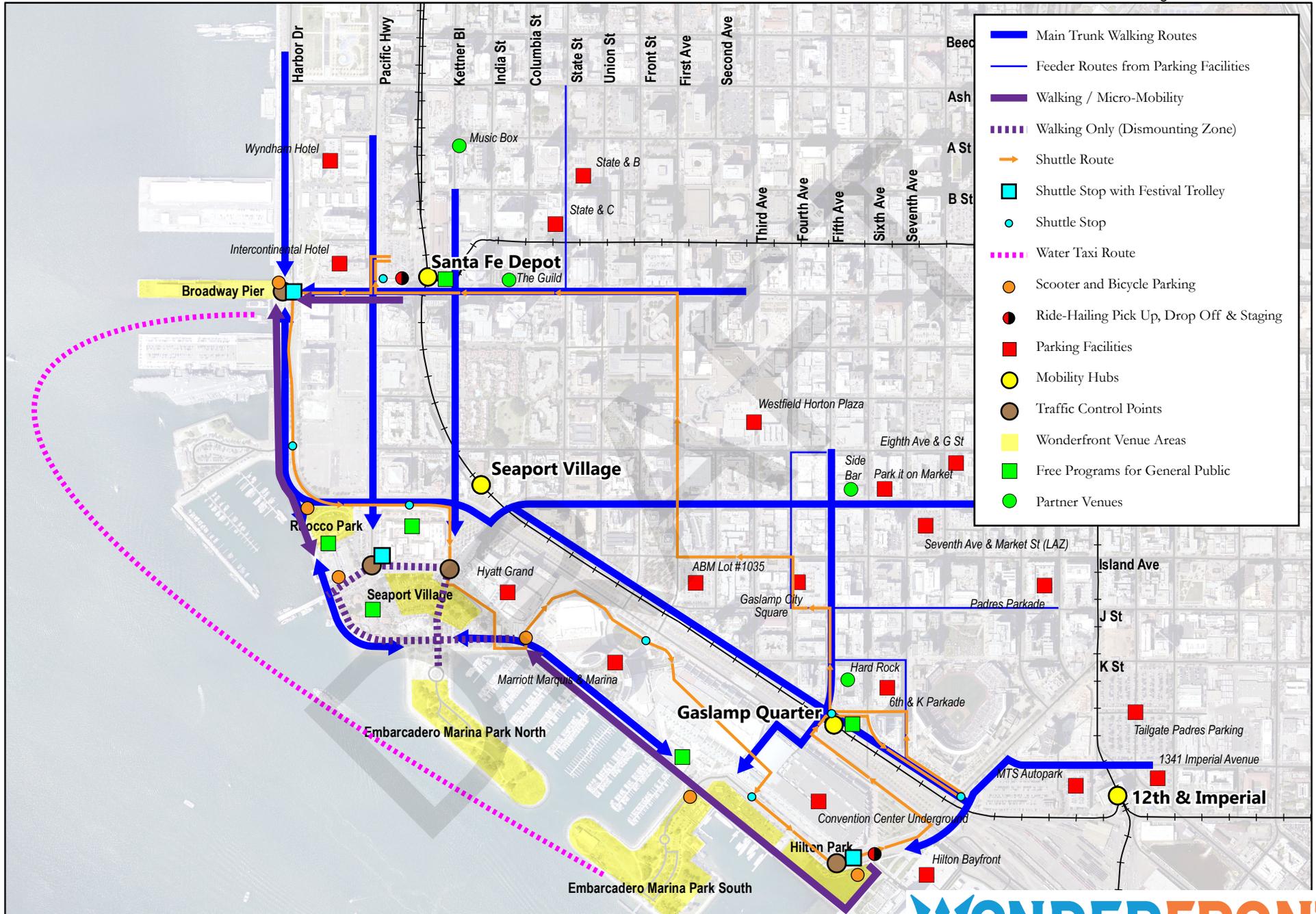
WILEEN C. MANAOIS  
Director, Development Services

I have read and understand the terms, conditions, limitations, and provisions of this permit and agree to abide by them.

\_\_\_\_\_  
Signature of Permittee  
PAUL THORNTON  
President, Wonderlust Events, LLC

\_\_\_\_\_  
Date

DRAFT



MUSIC & ARTS FESTIVAL • SAN DIEGO



### Exhibit 2



#### LEGEND

- Ticketed Venues
- Activations and Free Programming
- Back of House Operations
- Temporary Street Segment Modifications
- EMPN and EMPS Perimeter Public Pedestrian Promenades

- A. Lane Field Park
- B. Broadway Pier and Port Pavilion
- C. North Embarcadero Promenade
- D. Ruocco Park
- E. The Headquarters
- F. Seaport Village Main Parking Lot
- G. Kettner Boulevard
- H. Seaport Village South Parking Lot
- I. EMPN
- J. Marriott Marina Terrace
- K. South Embarcadero Promenade
- L. San Diego Symphony Orchestra Association leasehold
- M. Fifth Avenue Landing leasehold
- N. Joe's Crab Shack leasehold
- O. EMPS
- P. Convention Way
- Q. Bayfront Park (Fifth Avenue Landing leasehold)
- R. Bayfront Park (Hilton San Diego Bayfront leasehold)



# Exhibit 3A



**SAN DIEGO SYMPHONY BP LOGISTICS: CONSTRUCTION OPERATIONS - PHASE 1**

	SITE CHAIN-LINK FENCING WITH GREEN SCREEN
	PUBLIC AND EMERGENCY VEHICLE ACCESS
	PEDESTRIAN ACCESS
	ACCESS ONLY/VEHICLES FOR FOOD STAND
	PARK TRAILER BY E OF

	FIRE SERVICE WATER
	ELECTRICAL
	TELECOM
	SEWER
	GAS
	WATER (D) P.O.C.
	STORM DRAIN

**CONSTRUCTION ACTIVITIES DURING PHASE 1**

- Site Fencing
- SWPPP
- Demolition/Tree Removal
- Grading
- Site Utilities
- Structural Steel
- Base Shell
- Masonry
- Building Electrical and Plumbing
- Curbs/Gutters & Asphalt Patch @ Parking Area
- Re-install Exercise Equipment
- Site Concrete
- Start of Finish Trades



## SDSOA Bayside Performance Park Enhancement Project Construction and Phasing Plan

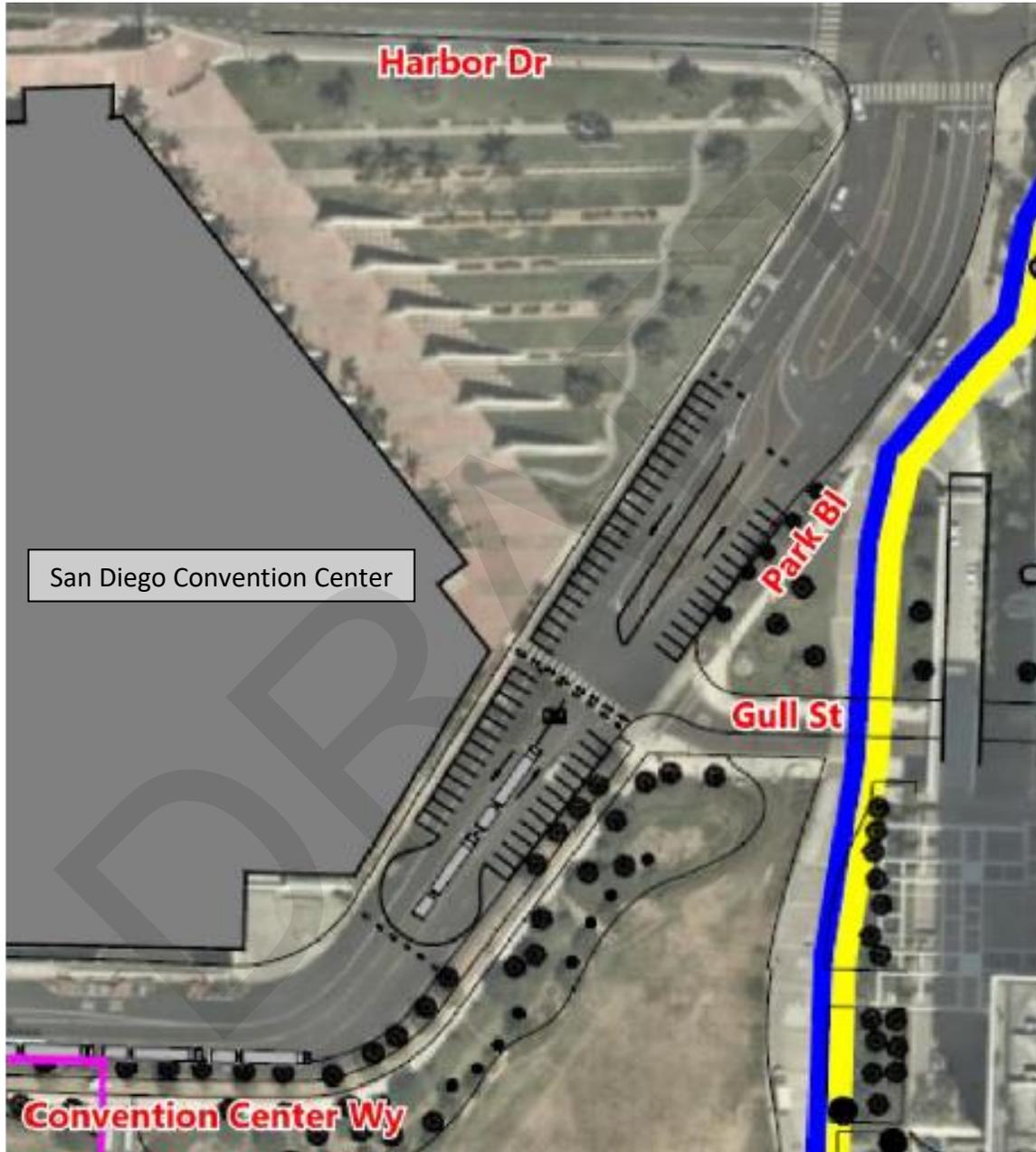


**PHASE 1**  
**SEPTEMBER 09, 2019 - NOVEMBER 11, 2019**







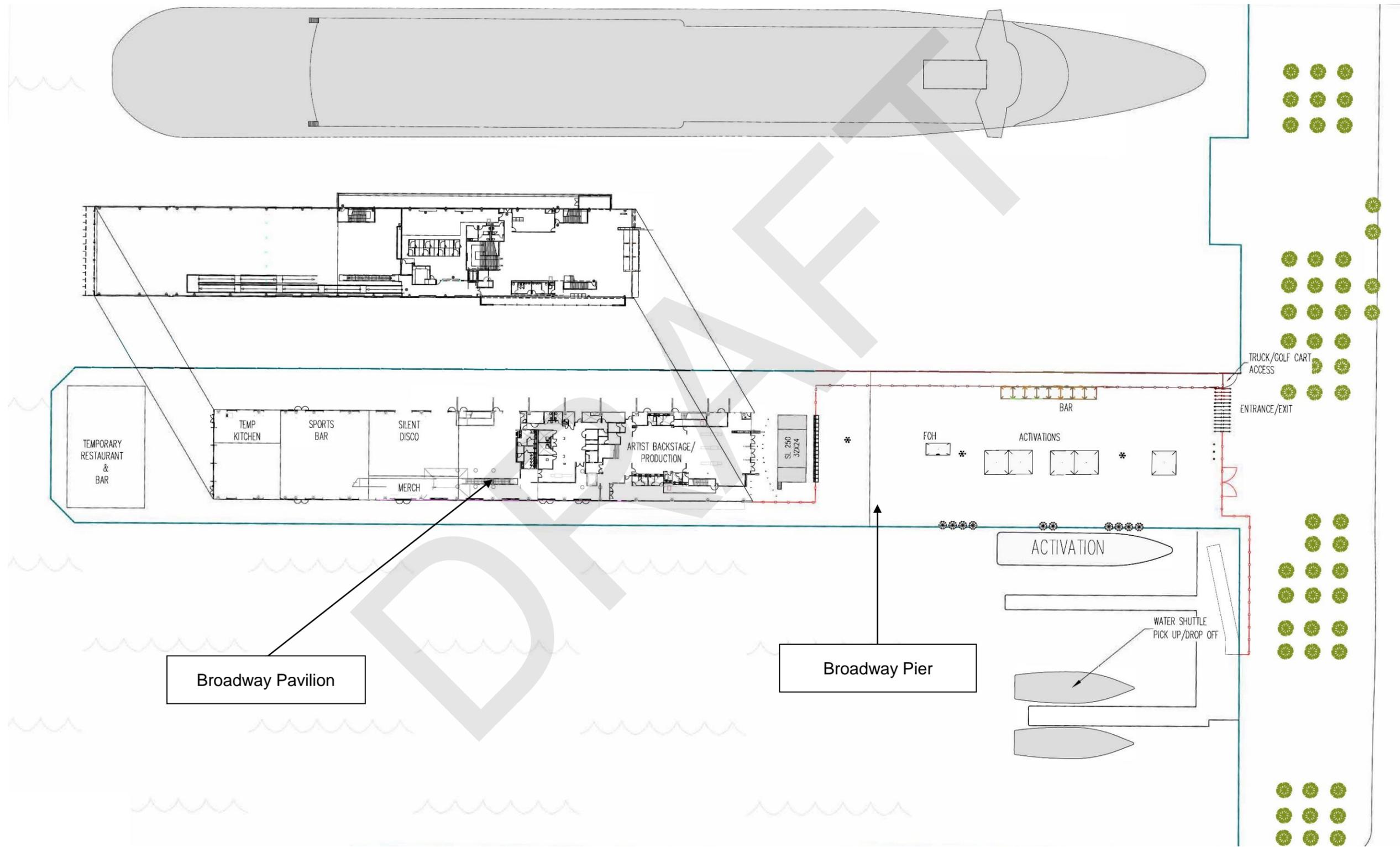


San Diego Convention Center





### Exhibit 7



Broadway Pavilion

Broadway Pier



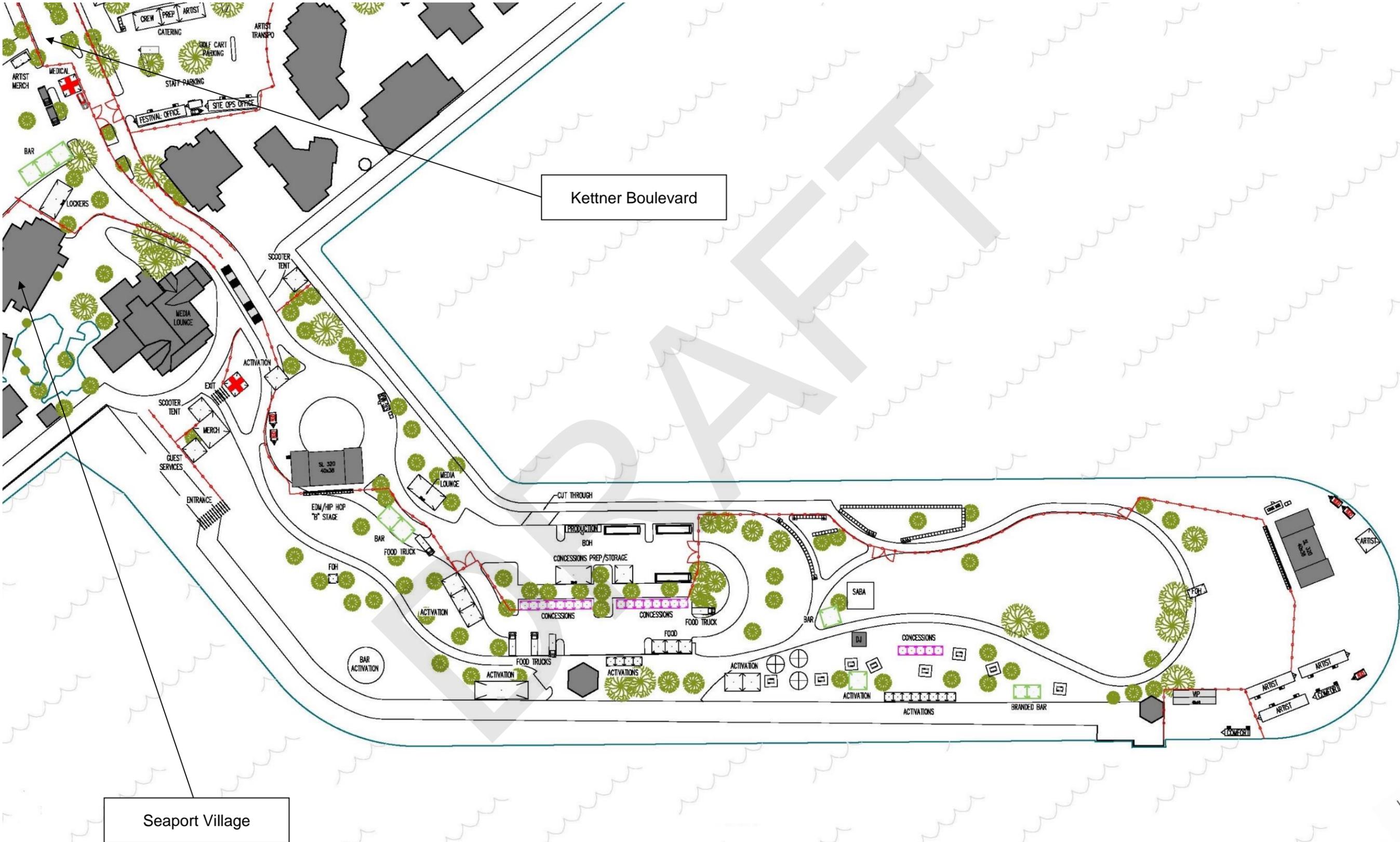
### Exhibit 8



Exhibit 9



Exhibit 10



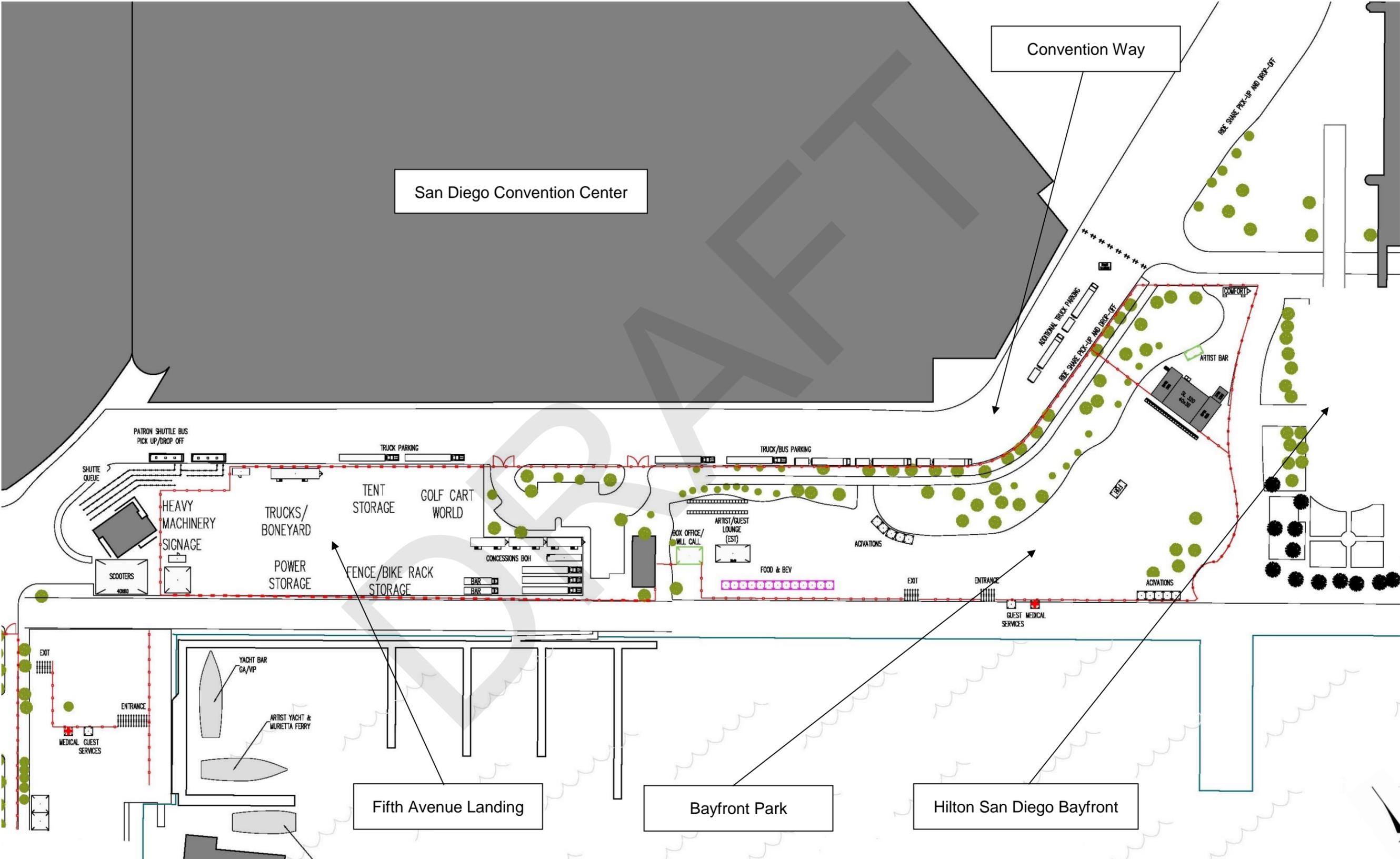


Exhibit 12

