PARKS AND RECREATION COMMISSION CAgenda CITY COUNCIL-APPOINTED BOARDS & COMMISSIONS

Date: Thursday, July 18, 2024

Time: 6:30 p.m.

Location: Norman Park Senior Center Conference Room

270 F St., Chula Vista

Parks and Recreation Commission Regular Meeting

Public Comments: Public comments may be submitted to the Parks and Recreation Commission in the following ways:

- In-Person comments during the meeting. Join us for the Parks and Recreation Commission meeting at the time and location specified on this agenda to make your comments. Each person will be allotted three (3) minutes to address the Commission.
- Submit an eComment. Visit www.chulavistaca.gov/boardmeetings, locate this meeting, and click on the comment bubble icon. Click on the item you wish to comment on, and then click on "Leave Comment."
- Mail or email comments. Submit comments via email to <u>PRC@chulavistaca.gov</u> or by mail to Parks and Recreation Commission, 276 Fourth Ave, Chula Vista, CA 91910.

The commenting period will close at noon on the day of the meeting. All comments will be made available to the Board and the public.

Accessibility: Individuals with disabilities are invited to request modifications or accommodations in order to access and/or participate in a Parks and Recreation Commission meeting by contacting the Office of Recreation at PRC@chulavistaca.gov (California Relay Service is available for the hearing impaired by dialing 711) at least forty-eight hours in advance of the meeting.

Pages

1. CALL TO ORDER

2. ROLL CALL

Commissioners Calvo, Conser, Enriquez, Gregorio, Padilla, and Zarem.

3. PRESENTATIONS

- 3.1 Introduction of Frank Carson, Director of Parks and Recreation
- 3.2 County of San Diego, Otay Valley Regional Park Projects Commission hear the presentation.

4. PUBLIC COMMENTS

Persons may address the Commission on any subject matter within the Commission's jurisdiction that is not listed as an item on the agenda. State law generally prohibits the Commission from discussing or taking action on any issue not included on the agenda, but, if appropriate, the Commission may schedule the topic for future discussion or refer the matter to staff. If you wish to speak, please fill out a "Request to Speak" form and submit it to the Secretary prior to the meeting.

5. ACTION ITEMS

The Item(s) listed in this section of the agenda will be considered individually by the Commission and are expected to elicit discussion and deliberation. If you wish to speak on any item, please fill out a "Request to Speak" form and submit it to the Secretary prior to the meeting.

5.1 Approval of Meeting Minutes

RECOMMENDED ACTION:

Commission approve the minutes of the Commission Special Meeting held on May 20, 2024

5.2 Recommendation to Approve the Park Master Plan for the 5.5-acre Neighborhood Park (Lot D) in Otay Ranch Village 8 West and the Name "Bayani Park"

Introduction by Laura Handschumacher, Landscape Architect, Development Services Department

Presentation by Mike Spohr, Landscape Architect, Estrada Land Planning

RECOMMENDED ACTION:

Commission Approve the Park Master Plan for the 5.5-acre Neighborhood Park (Lot D) in Otay Ranch Village 8 West and the Name "Bayani Park"

5.3 Selection of Commission Chair and Vice-Chair for Fiscal Year 2024-2025 Commission selects a Chair and Vice-Chair for Fiscal Year 2024-2025.

RECOMMENDED ACTION:

Commission selects a Chair and Vice-Chair for Fiscal Year 2024-2025.

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6. STAFF COMMENTS

Updates from City Staff:

- Eucalyptus Park, Harborside Park, and Patty Davis Park Updates
- Vacant Positions Updates
- 7. CHAIR COMMENTS
- 8. COMMISSIONERS' COMMENTS
- 9. ADJOURNMENT

to the regular meeting on September 19 at 6:30 p.m.

Materials provided to the Parks and Recreation Commission related to any opensession item on this agenda are available for public review, please contact Commission staff at <u>PRC@chulavistaca.gov</u>.



REGULAR MEETING OF THE PARKS AND RECREATION COMMISSION Meeting Minutes

May 20, 2024, 6:00 p.m. Norman Park Senior Center Conference Room 270 F St., Chula Vista

Present: Martin Calvo, Commissioner Conser, Commissioner Enriquez,

Commissioner Gregorio, Chair Zarem

Also Present: Barbara Locci, Principal Recreation Manager Ellis, Deputy City

Manager Chase

1. CALL TO ORDER

A special meeting of the Parks and Recreation Commission of the City of Chula Vista was called to order at _6:02____ p.m. in Norman Park.

2. ROLL CALL

Commissioner Padilla absent

3. PUBLIC COMMENTS

The following community members provided oral comments:

Robert Johnson

4. PRESENTATION

Deputy City Manager Courtney Chase presented to the Commission

5. ACTION ITEMS

5.1 Approval of Meeting Minutes

Corrections made by the Commission:

Item 4.2 needs to be taken out

Item 6 the comment was made by Commissioner Zarem not Calvo

Moved by Commissioner Conser **Seconded by** Commissioner Gregorio

RESULT: Carried Unanimously

5.2 Approval and Recommendation to City Council for Fiscal Year 2024-2025Approved Budget for Parks and Recreation Department

Moved by Commissioner Enriquez **Seconded by** Commissioner Conser

Commission review and recommend to City Council for Fiscal Year 2024-2025 proposed budget for Parks and Recreation

RESULT: Carried Unanimously

5.3 Recommendation to Approve Soccer Mini-Pitch Agreement 40

Moved by Martin Calvo Seconded by Commissioner Zarem

Commission Recommend to City Council to Approve the Soccer Mini-Pitch Agreement

6. STAFF COMMENTS

Shaun Ellis informed the Commission about "Movies at the Park"

7. CHAIR COMMENTS

Commissioner Calvo inquired about Eucalyptus Park and a soft opening of Harborside Park when it is ready.

8. COMMISSIONERS' COMMENTS

Commissioner Zarem asked about a D Street Park

9. ADJOURNMENT

The meeting was adjourned at ___7:02___ p.m.

Minutes prepared by: Barbara Locci, Secretary

Barbara Locci, Secretary







Parks and Recreation Commission AGENDA STATEMENT

DATE: JULY 18, 2024

ITEM TITLE: RECOMMENDATION TO APPROVE THE PARK

MASTER PLAN FOR THE 5.5-ACRE NEIGHBORHOOD PARK (LOT D) IN OTAY RANCH VILLAGE 8 WEST AND THE NAME

"BAYANI PARK".

SUBMITTED BY: Laura Handschumacher, Landscape Architect

Development Services Department

REVIEWED BY:

Laura C. Black, AICP, Director of Development Services Lisa Rudloff, Interim Director of Parks and Recreation Patricia Ferman, Principal Landscape Architect

SUMMARY

This report presents the proposed Park Master Plan for the 5.5-acre neighborhood park within Otay Ranch Village 8 West (Cota Vera), the park's name, "Bayani Park", and seeks the Parks and Recreation Commission's recommendation to forward to the City Council.

ENVIRONMENTAL REVIEW

The Director of Development Services has reviewed the proposed project for compliance with the California Environmental Quality Act ("CEQA") and has determined that the Project was adequately covered in previously certified Final Environmental Impact Report (FEIR 10-03) – SCH #2010062093 for the Otay Ranch Village 8 West Sectional Planning Area ("SPA") Plan. Thus, no further environmental review or documentation is required.

RECOMMENDATION:

The Parks and Recreation Commission, by majority vote, provide a recommendation to forward to the City Council regarding the proposed Park Master Plan for the 5.5-acre public park located in Otay Ranch Village 8 West, at the southeastern corner of the intersection of La Media Parkway and Avenida Caprise (Attachment 1) and the park's name, "Bayani Park".

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DISCUSSION:

Background

The SPA plan for Otay Ranch Village 8 West was adopted by City Council on December 17, 2013, by Resolution No. 2013-270. On May 13, 2019, a duly verified application requesting approval of an amendment to the SPA Plan (MPA19-0011) and a new Tentative Subdivision Map (PCS19-0003) was filed with the City of Chula Vista Development Services Department by HomeFed Village 8, LLC (the "Developer"). The SPA Plan amendment and Tentative Subdivision Map were adopted by City Council on February 18, 2020 (Resolution Nos. 2020-033 and 2020-034, respectively). On November 3, 2020, Map No. 16428 was recorded by the County Recorder, File No. 2020-7000372. Map No. 16428 reflects Lot D for the neighborhood park.

Otay Ranch Village 8 West includes an active mixed-use Town Center and other complementary land uses, including Community Purpose Facilities, an elementary public school, two urban parks (Central Square Park, formerly Town Square Park and neighborhood park), residential neighborhoods, open space, and a community-wide trails system. The 5.5-acre neighborhood park located on the eastern side of Village 8 West will increase the recreational opportunities already provided in the newly constructed Central Square Park located within the Town Center.

Otay Ranch Village 8 West Parks Agreement

Park obligations for development projects are found in Chapter 17.10 of the Chula Vista Municipal Code ("CVMC"). This chapter is also known as the Parkland Dedication Ordinance ("PLDO"). The Agreement regarding construction of parks in Otay Ranch Village Eight West (the "Parks Agreement") approved on October 20, 2020, by City Council Resolution 2020-223 further details the Village's plan to meet the parkland obligations (Attachment 2).

The Otay Ranch Village 8 West project ("Project") satisfies the land dedication requirements of the PLDO by granting a Public Access Easement over the Central Square Park and the neighborhood park (Lot D) accepted by the City on Final Subdivision Map No. 16428 recorded at the County Recorder's Office on November 3, 2020. Additionally, the Project has offered to dedicate an irrevocable fee interest to the City ("IOD") for 12.3 usable acres within the Community Park (Lot A, Attachment 1). The Project will satisfy the park development requirements of the PLDO by constructing the neighborhood park in addition to the already constructed Central Square Park and by paying in-lieu fees for the Project's proportionate share of the Community Park development improvements.

The Parks Agreement acknowledges that the neighborhood park shall be owned and maintained by the Otay Ranch Village 8 West Homeowners' Association and, as such, park improvements may deviate from standard park improvements typically required in City parks. In accordance with the Parks Agreement, if such additional amenities are provided, the cost and associated park development fee credits shall be subject to approval by the Director of Development Services, or designee.

The Developer has agreed to provide a mechanism to fund the perpetual maintenance for both the 5.5-acre neighborhood park and the 2.8-acre Central Square Park included within the Project. Based on the current estimated annual cost of \$14,000 per acre to maintain parks, the Developer

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or their Assignees are responsible for an annual park maintenance cost of approximately \$116,200 per year.

Neighborhood Park (Lot D)

The neighborhood park in Cota Vera is a 5.5-acre HOA-owned and maintained park that is to be open for use by the public. The park's theme revolves around the proposed Filipino American Veterans monument to be located within the park as well as the Filipino American culture and influence within the Chula Vista community. The proposed park name "Bayani" means 'hero' in Tagalog or someone who sacrifices for the nation or community. The park is designed to provide the following features and flexible, non-programmed recreational amenities (Attachment 3):

- A two-acre multi-purpose field with lighting
- One full-size basketball court with lighting
- Two decomposed granite bocce ball courts
- Six pickleball courts with lighting
- A tot lot with separate play structures for both 2-5 and 5-12 age groups
- Concrete paths which connect to regional trail system
- Picnic tables for general and small group picnicking
- Benches for seating and sports viewing
- Bicycle racks and a drinking fountain with dog bowl
- A restroom comfort station with two unisex rooms
- Park Entry monument wall sign
- Filipino-American Veterans monument
- Off-street parking lot with sixteen standard stalls and two handicap accessible stalls designated for park use only
- On-site 3-bin trash enclosure
- Connection to CalWest development bordering south edge of park
- Joint use on-street parking for thirteen vehicles adjacent to the park

Neighborhood Park Cost and Budget Analysis

The total estimated budget for the neighborhood park will be based on the Parkland Acquisition and Development ("PAD") fees applicable at the time the construction contract is awarded. Park costs and budget will be consistent with the requirements outlined in the recorded Parks Agreement.

Next Steps

The proposed park master plan for the 5.5-acre public neighborhood park and the park's name, "Bayani Park" process includes the following next steps:

- 1. City Council approval of this plan and park's name to be scheduled for fall 2024 City Council meeting. Exact date shall be determined.
- 2. The Developer will construct the neighborhood park. Construction is anticipated to start summer 2025.
- 3. The Community Homeowner Association will perpetually maintain the park after construction is completed.

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DECISION MAKER CONFLICT

Staff has reviewed the property holdings of the Parks and Recreation Commission members and has found no property holdings within 500 feet of the boundaries of the property which is the subject of this action. Consequently, this item does not present a disqualifying real property-related financial conflict of interest under California Code of Regulations Title 2, section 18702.2(a)(11), for purposes of the Political Reform Act (Cal. Gov't Code §87100, et seq.).

The staff is not independently aware and has not been informed by the Parks and Recreation Commission members, of any other fact that may constitute a basis for a decision maker conflict of interest in this matter.

CURRENT YEAR FISCAL IMPACT

There is no fiscal year impact to the City.

ONGOING FISCAL IMPACT

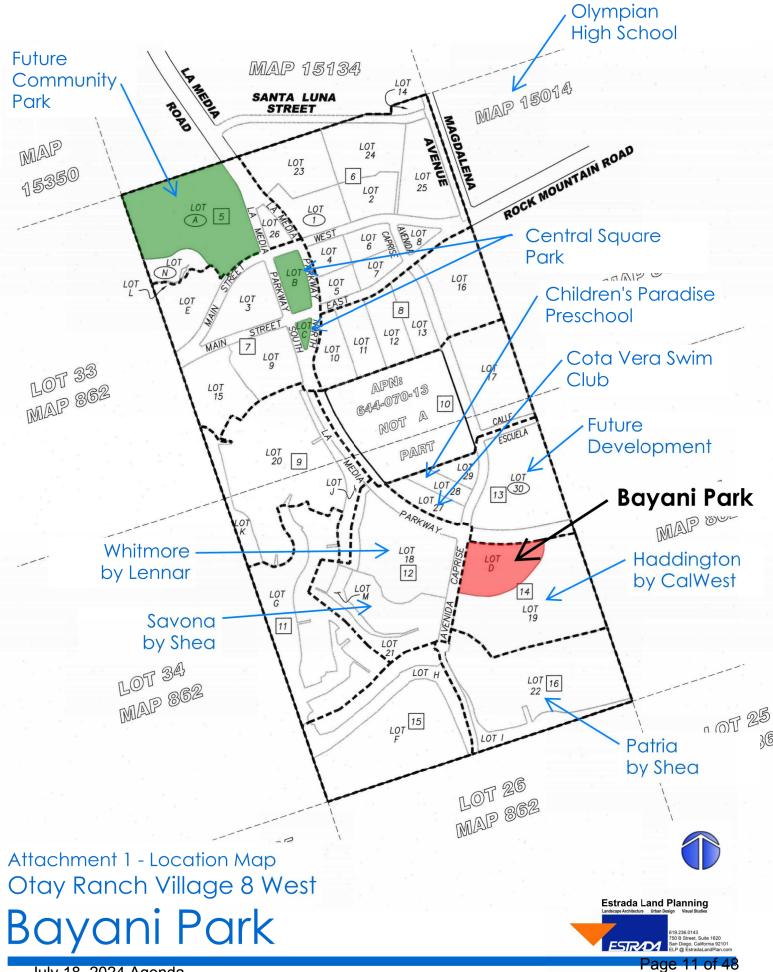
The Developer will construct the neighborhood park on behalf of the City to meet their park obligations. There will be no capital cost to the City for the creation of this park.

This park will be perpetually maintained by the Community's Homeowners Association.

ATTACHMENTS

- 1. Location Map
- 2. Parks Agreement
- 3. Neighborhood Park Master Plan (Proposed name: Bayani Park)

Prepared by: Laura Handschumacher, Landscape Architect, Development Services Department



DOC# 2020-0691764

Nov 05, 2020 02:50 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$92.00 (SB2 Atkins: \$0.00)

PAGES: 27

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Chula Vista 276 Fourth Avenue Chula Vista CA 91910 Attn: City Clerk

No fee for recording pursuant to Government Code Section 27383

THIS SPACE ABOVE FOR RECORDER'S USE

AGREEMENT REGARDING CONSTRUCTION OF PARKS [OTAY RANCH VILLAGE EIGHT WEST]

This Agreement Regarding Construction of Parks ("Agreement") is made as of 2044, 2020, by and between HomeFed Village 8, LLC, a Delaware limited liability company and Otay Land Company, LLC, a Delaware limited liability company (collectively, "Developer"), and the City of Chula Vista, a California municipal corporation and charter city ("City"), with reference to the following facts:

- A. Developer owns certain real property generally known as Otay Ranch Village Eight West ("Village 8 West" or "Project"), as shown on **Exhibit A**, and located in the City of Chula Vista (the "**Property**"). The Developer intends to develop the Property as generally depicted on **Exhibit B** attached hereto.
- B. Village 8 West will be developed in accordance with its Sectional Planning Area (SPA) Plan, adopted by Chula Vista City Council Resolution 2013-270 and amended by City Council Resolution 2020-033 (Project); and
- C. The Developer shall comply with the City's Parklands and Public Facilities Ordinance [Chula Vista Municipal Code ("CVMC") Chapter 17.10 ("PLDO")], as amended.
- D. The PLDO's requirements have been and will be imposed on the Project through conditions of approval of the Tentative Subdivision Map for Village 8 West (CVT 19-03) approved by Chula Vista City Council Resolution 2020-034 for the Project ("Tentative Map") and supplemental subdivision improvement agreements.
- E. The PLDO is utilized to determine the parkland required for the Project, whereby 460 square feet is required per single-family dwelling unit (DU) and 341 square feet is required per multi-family DU. For the purposes of the Agreement, 561 single family DU times 460 square feet plus 1,773 multiple-family residences times 341 square feet divided by 43,560 square feet equals 19.8 acres.

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- F. The Village 8 West Sectional Planning Area (SPA) Plan anticipates that the Project will provide sufficient area and facilities to meet its recreational needs on site through the provision of a Town Square Park, a Neighborhood Park and a Community Park consistent with the Project's parks master plan and the Parkland Acquisition requirements of the PLDO.
- G. The Developer has agreed to provide a mechanism to fund the perpetual maintenance of 8.3 acres of neighborhood parks planned within the Project, as required by the Fiscal Impact Analysis prepared by DPFG dated January 16, 2020 and included in the Project's Supplemental PFFP. Based on an estimated annual cost of \$14,000 per acre to maintain parks, the Developer or their Assignees are responsible for an annual park maintenance cost of approximately \$116,200/year. The parks maintenance budget shall be adjusted to reflect adjustments in escalation of cost on an annual basis and in accordance with the approved Association annual budget. The cost saving to the City General Fund is reflected in the fiscal model summary and is a requirement of the Project.
- H. The Project is a common interest development and, by its approval of this Agreement, the legislative body of the City has determined that both publicly-owned and privately-owned parks developed within the Project are eligible to satisfy park dedication and improvement and/or in lieu fee requirements under the PLDO.
- I. The parties intend by this Agreement to implement the requirements of the SPA Plan, the PLDO, and the conditions of approval of the Tentative Map by establishing a Town Square Park, a Neighborhood Park, and a Community Park that satisfy park requirements for the Project. The City typically owns and pays all or part of the cost to maintain parks using General fund dollars. In analyzing the anticipated fiscal impacts of Village 8 West with the 2020 SPA Amendment, an ongoing fiscal deficit was identified. In order to address that deficit, the Developer agreed to provide a mechanism to fund the maintenance of the Town Square Park and Neighborhood Park, in perpetuity. The Developer proposes to fund such ongoing maintenance activities through a Homeowner's Association (the "Association"). In order to fund the ongoing maintenance of the Town Square Park and Neighborhood Park, the Association must retain fee title ownership of the subject properties. The Community Park within the Project will be owned and maintained by the City.
- J. In order to secure full public access and enjoyment of the Town Square Park and the Neighborhood Park, the Developer will grant a Public Access Easement over both parks, in conjunction with the Project's Final Map. The Town Square Park and Neighborhood Park will be open for park use consistent with CVMC Section 2.66.270. At no time, will the Association modify Town Square Park or Neighborhood Park hours of operation without the approval of the Director of Development Services, or his/her designee. Pursuant to the Cota Vera Conditions, Covenants and Restrictions ("CCRs"), each Owner, and the Association acknowledge and agree that such Town Square Park and Neighborhood Park shall be required to remain open to the general public, and that the Association shall be obligated to maintain, operate and program such Town Square Park and Neighborhood Park in accordance with this Agreement. In no event shall the Association or any Owner seek to have the City-accepted Public Access Easement vacated.

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- K. The Developer will also be required to grant on the first Final Map an irrevocable offer of dedication ("IOD") to the City for a total of 15.11 acres (14.8 usable acres) of the Community Park as provided in the conditions of approval for the Tentative Map. Such IOD is subject to the review and approval of the Development Services Director, or his/her designee. The allocation of parkland credits associated with the 14.8 usable acres will be divided as described in Sections 2 and 2.1. The City will be responsible for construction and maintenance of the Community Park.
- L. This Agreement does not increase or decrease any park obligations but instead clarifies responsibility for the PLDO requirements attributable to the Project by addressing the amount of land required, as well as requirements for park design, park construction, bonding, the level of amenities to be provided, event programming and identifies a maintenance funding mechanism, as required by the Project's conditions of approval Tentative Map condition number 43.d (Resolution 2020-234).

NOW THEREFORE, in consideration of the mutual promises described herein, and other good and valuable consideration, the parties agree as follows:

- 1. **<u>Definitions</u>**. Unless otherwise indicated, for purposes of this Agreement, the following terms shall mean:
- 1.1 "Association" means the property homeowners association that will own, operate and maintain the Town Square Park and the Neighborhood Park.
- 1.2 "Bid Documents" means the documents prepared by Developer to let a Parks construction contract as described in Section 2.4B.
- 1.3 **"Budget"** means the total of Development Fees (defined below) assessed for residential building permits in Village 8 West, as assigned to each Park.
- 1.4 "Commence Construction" means a construction permit or other such approval necessary to commence construction has been issued by the City and construction staging has begun.
- 1.5 "Community Park" means the Community Park containing approximately 15.11 gross acres (14.8 usable acres) shown conceptually on **Exhibit "E**," to be dedicated to the City on the Village 8 West Final "A" Map No. ____ (Lot A). The Community Park will be constructed, operated and maintained by the City.
- 1.6 "Community-Oriented Retail Vendors" means retail and/or commercial vendors approved by Association which may operate within temporary spaces in the Town Square Park or Neighborhood Park. Temporary spaces shall be approved by Association and may include temporary containers, carts, pop-up canopies, etc. Association shall coordinate with vendors to ensure vendors comply with all City requirements, including business license requirements.
- 1.7 "Complete Construction" or "Completion of Construction" means that construction of the Town Square Park and/or the Neighborhood Park,

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individually, has been completed to the reasonable satisfaction of City's Director of Development Services, or his/her designee, exclusive of any warranty period.

- 1.8 **"Concessions"** means the sale of food and beverages or other items to the public by Association or by an Association-approved Community-Oriented Retail Vendor from a designated area or building within the Town Square Park and Neighborhood Park.
- 1.9 "Construction Costs" means all of the costs of providing the Park Improvements for the Town Square Park and Neighborhood Park, including: master planning; design development costs; labor and materials; project management, administration and supervision, City plan check and inspection, and maintenance costs during any required establishment and warranty period.
 - 1.10 "CVMC" means the City of Chula Vista Municipal Code.
- 1.11 "Development Fees" means the 'development' portion of the Parks Acquisition and Development (PAD) fees paid at building permit issuance, pursuant to CVMC 17.10.
 - 1.12 "**IOD**" means an Irrevocable Offer of Dedication.
- 1.13 "Maintenance Establishment Period" means the period of time between Completion of Construction and turnover of the park to Developer, Association or City, in which the contractor is responsible for maintaining the park improvements which includes ensuring that plant materials are fully established before the park is open for public use. The duration of this period and maintenance operations will be specified in contract documents for the specific park project, subject to adjustments as determined by the City.
- 1.14 "Neighborhood Park" means the Neighborhood Park containing approximately 5.5 usable acres shown conceptually on Exhibit "D;" however, the final usable acres to be determined during final design of the Neighborhood Park. Neighborhood Park shall be owned, operated and maintained by the Association and a Public Access Easement shall be recorded over the entirety of the Neighborhood Park designated Lot D on the Village 8 West Final "A" Map No. _____.
- 1.15 "Park Credit" means the Parkland Acquisition and Development ("PAD") credits granted to the Developer by the City in satisfaction of the Project meeting its PLDO obligations. Such credits are transferrable to other owners within Village 8 West for application toward PAD fees at building permit issuance.
- 1.16 "Park Hours of Operation" means The Town Square Park and Neighborhood Park shall be open for park use consistent with CVMC Section 2.66.270. At no time, shall Association modify Town Square Park or Neighborhood Park hours of operation without prior Director of Development Services, or his/her designee, approval.
- 1.17 "Park Improvements" mean the improvements per the City approved park construction documents.

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- 1.18 "Parks" mean the Town Square Park, the Neighborhood Park and the Community Park.
- 1.19 "Public Access Easement" means an irrevocable easement granted by Developer at no charge to the City for public use and access over, through and across the Town Square Park and the Neighborhood Park. Said easement shall not be subject to vacation provided it is still needed for the purposes for which it was granted.
- 1.20 "Resource Management Plan" means the Otay Ranch Resource Management Plan.
- 1.21 "Town Square Park" means the Town Square Park containing approximately 2.8 acres as shown conceptually on Exhibit "C"; however, the final usable acres shall be determined during final design of the Town Square Park and shall be a minimum of 2.0 usable acres. Town Square Park shall be owned, operated and maintained by the Association and a Public Access Easement shall be recorded over the entirety of the Town Square Park designated Lots B and C on the Village 8 West Final "A" Map No.
- 1.22 "Turnkey" means a park is designed, all improvements are constructed, and Maintenance Establishment Period is complete consistent with the provisions of the Chula Vista Landscape Manual, the Landscape Water Conservation Ordinance, the City's Parks and Recreation Master Plan, the Village 8 West SPA Plan, and related Development Services Department specifications and policies in effect on the date of this Agreement. Reasonable modifications (to reflect that the Town Square Park and the Neighborhood Park will be privately-owned and maintained and accessible to the public through recordation of Public Access Easements) may be approved by the Director of Development Services, or his/her designee.
- 1.23 "Usable Acres" means park acreage eligible to meet parkland obligations as described in the PLDO and City of Chula Vista Parks & Recreation Master Plan.
- 2. <u>Satisfying PLDO</u>. Developer shall fully satisfy the *land dedication* requirements of the PLDO for the Project by granting a Public Access Easement over the Town Square Park and the Neighborhood Park and granting the IOD (as defined below) for 12.3 usable acres within the Community Park. However, the final usable acres allocated to Village 8 West shall be determined during final design.

Developer shall fully satisfy the *park development* requirements of the PLDO for the Project by providing the Turnkey Town Square Park and Neighborhood Park and by paying in-lieu fees for the Project's proportionate share of the Community Park development improvements as provided in the PLDO ("**Park Development Fees**").

2.1 Village 9 Future Obligation. The remaining 2.5 usable acres within the Community Park IOD will be used to partially satisfy the future PLDO requirement for Otay Ranch Village 9, currently owned by Otay Land Company, LLC, as provided in the conditions of approval for the Village 8 West Tentative Map and the Village 9 Tentative Map. However, the final usable acres allocated to Village 9 shall be determined during final design.

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- 2.2 **Town Square Park.** Developer shall construct the Town Square Park with the Park Improvements consistent with the SPA Plan and **Exhibit "F"** "Town Square Park Planning Process" attached hereto through the following steps on the following terms:
 - A. <u>Park Design and Approval of Construction Documents.</u> Developer shall obtain City approval of the design of the Town Square Park consistent with the SPA Plan and Exhibit "F."
 - B. Level of Improvements. City and Developer acknowledge that the Town Square Park shall be owned and maintained by Association and, as such, Park Improvements may deviate from standard Park Improvements typically required in City Parks. The Park Improvements for the Town Square Park provided pursuant to this Agreement shall be in Turnkey condition and consistent with the SPA Plan. Developer may elect to provide amenities beyond those associated with a typical City park. If Developer provides any such additional amenities, the cost and associated park development fee credits shall be subject to approval by Director of Development Services, or his/her designee. As adjacent land uses are defined, Developer may propose that facilities planned within the Town Square Park be modified or rearranged to complement adjacent land uses. Such changes are subject to review and approval by the Director of Development Services, or his/her designee.
 - C. <u>Construction/Timing.</u> Developer shall start the design for the Town Square Park not later than issuance of building permit for the 153rd residential unit (or equal to 50% of the Development Fees attributed to the Town Square Park budget).

Developer shall start construction of the Town Square Park once the City has approved the Bid Documents and Budget for the Town Square Park, and not later than the issuance of the building permit for the 550th residential unit (or equal to 100% of the Development Fees attributed to the Town Square Park budget), or as approved by the Development Services Director or his/her designee.

Developer shall pursue that construction diligently to completion and in accordance with the timeframes set forth in the Bid Documents, which have been reviewed and approved by the Director of Development Services, or his/her designee.

D. <u>Boundary Adjustments</u>. The parties agree that minor adjustments to the Town Square Park boundaries may be appropriate during preparation of the Park Master Plan for the Town Square Park to optimize the interface with adjacent development. All such adjustments shall be subject to City review and approval. Nothing in this Section shall be construed as allowing any reduction in the overall acreage of the Town Square Park,

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but additional acreage provided may result in a credit at City's discretion.

- 2.3 **Neighborhood Park.**_Developer shall construct the Neighborhood Park with the Park Improvements on the following terms:
 - A. <u>Park Design and Approval of Construction Documents.</u> Developer shall obtain City approval of the design of the Neighborhood Park consistent with the SPA Plan and the Chula Vista Landscape Manual.
 - B. Level of Improvements. City and Developer acknowledge that the Neighborhood Park shall be owned and maintained by Association and, as such, Park Improvements may deviate from standard Park Improvements typically required in City Parks, subject to review and approval of Director of Development Services, or his/her designee. The Park Improvements for the Neighborhood Park provided pursuant to this Agreement shall be in Turnkey condition and consistent with the SPA Plan. Developer may elect to provide amenities that are different and/or beyond those associated with a typical City park. If Developer provides any such additional amenities, the cost and associated park development fee credits shall be subject to approval by Director of Development Services, or his/her designee. As adjacent land uses are defined, Developer may propose that facilities planned within the Neighborhood Park be modified or rearranged to complement adjacent land uses. Such changes are subject to review and approval by the Director of Development Services, or his/her designee.
 - C. <u>Construction/Timing.</u> Developer shall start the design for the Neighborhood Park not later than the 550th unit building permit or the commencement of construction of the Town Square Park, whichever is earlier.

Developer shall start construction of the Neighborhood Park once the City has approved the Bid Documents and Budget, and not later than the issuance of the 905th residential unit (or equal to 100% of the Development Fees attributed to the Neighborhood Park budget), or as approved by the Development Services Director or his/her designee.

Developer shall pursue that construction diligently to completion and in accordance with the timeframes set forth in the Bid Documents, which have been reviewed and approved by the City's Director of Development Services, or his/her designee.

D. <u>Boundary Adjustments.</u> The parties agree that minor adjustments to Neighborhood Park boundaries may be appropriate during preparation of the Park Master Plan for the Neighborhood Park to optimize the interface with adjacent development. All such adjustments shall be subject to City review and approval. Nothing in this Section shall be

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construed as allowing any reduction in the overall acreage of the Neighborhood Park, but additional acreage provided may result in a credit at City's discretion.

- 2.4 **Estimated Construction Costs**. The total estimated Construction Costs for the Town Square Park and the Neighborhood Park is approximately \$6,323,405 based on October 2019 PAD Fees, or fees applicable at the time the construction contract is awarded. During the design of the Town Square Park and the Neighborhood Park, Developer shall work with City to determine the allocation of the total of estimated improvement costs between the Town Square Park and the Neighborhood Park to determine the feasibility of potentially allocating more improvement costs to the Town Square Park and less to the Neighborhood Park (up to 10% of the Neighborhood Park budget), while still meeting the design intent of the SPA and the City Park and Recreation Master Plan.
 - A. <u>Documentation of Construction Costs.</u> Developer shall within sixty (60) days of Completion of Construction provide City for its review and approval all documentation City reasonably requires evidencing the completion of and Construction Costs for each Turnkey Park.
 - B. <u>Competitive Bid or Solicitation</u>. Developer may award a contract for construction of the Town Square Park and the Neighborhood Park by competitive bid or solicitation. Developer or its affiliate may act as a design-build entity or prime contractor for the Town Square Park and the Neighborhood Park where Developer provides written notice to City of its intent to act as a design-build entity or prime contractor and provides information demonstrating its competence and qualifications to perform the developer-performed public work, City determines, in City's sole discretion, that Developer is competent and qualified to complete the developer-performed public work and authorizes Developer to proceed with the developer-performed public work; and Developer competitively bids all subcontracts for the developer-performed public work.
- (i) Bid and Award. Developer shall prepare, or cause to be prepared, bid documents and contract documents ("Bid Documents") for construction of the Town Square Park and the Neighborhood Park in accordance with all applicable local codes, City design guidelines, and project-specific design guidelines, subject to City approval. The Bid Documents shall include, without limitation, detailed plans and technical specifications, bonding requirements, insurance requirements, mandates for timely completion, and remedies for untimely completion. Developer shall solicit, or cause to be solicited, sealed competitive bids for prime contracts (except for prime contracts awarded to Developer or its affiliate pursuant to Section 2.4B) and subcontracts for construction of the Town Square Park and the Neighborhood Park on a guaranteed maximum price, lump sum price, or per unit, line item basis and in accordance with industry standard procurement practices as determined by City. Developer may combine into one bid solicitation the construction of a Park and other development work, but the bid and contract documents must clearly separate the Park work from other development work to be performed, in a manner and form as approved

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by City. Developer shall award contracts (except for prime contracts awarded to Developer or its affiliate pursuant to Section 2.4B), and shall award, or shall cause the applicable entity or contractor to award, subcontracts for construction of each Park to the lowest responsive and responsible bidder, or the bidder that is determined by Developer to be the "best qualified contractor," subject to City approval. When determining the "best qualified contractor," Developer shall consider, without limitation, a bidder's demonstrated competence, qualifications, ability to achieve timely completion, capacity, skill, compliance with bid documents, costs, and other relevant criteria. If Developer awards a prime contract or subcontract to a bidder other than the lowest responsive and responsible bidder for an item or unit of work, then all Park Development Credits shall not exceed the amount of the lowest responsive bid for that item or unit of work. This not-to-exceed limitation may be waived where: (a) the amount of the bid does not exceed the engineer's estimate or other approved estimate for the applicable Park by more than 10 percent; and (b) the City approves the waiver. All approvals of City required hereunder shall be by the Director of Development Services, or his/her designee.

- 2.5 **Park Credits.** City shall grant credits to Developer in satisfaction of Project meeting its PLDO obligations:
 - A. <u>Acquisition Credits.</u> Developer is entitled to credits against the Park Acquisition Fees for the Town Square Park, the Neighborhood Park, and the Community Park, in accordance with Section 2. These credits are valued in accordance with the established costs for acquisition of parkland at the time of the Agreement and may be transferred to other owners within Village 8 West for application toward PAD fees at building permit issuance.
 - B. <u>Development Credits</u>. Subject to adjustment pursuant to Section 2.4, Developer is entitled to credits against the Park Development Fees for the Town Square Park and Neighborhood Park in the amount of such Estimated Construction Costs. Credits shall be based on the Park Development Fees in effect under CVMC 17.10.110, at the time the contract is executed for such Turnkey Park. Credits may be transferred to other owners within Village 8 West and applied toward PAD fees as building permits are issued for residences within the Project. Developer will receive credit against Park Development Fees for each Park as follows:
 - (i) 50% credit with City's acceptance of

Estimated Construction Cost.

- (ii) 25% credit with contract for construction
- (iii) 25% at Completion of Construction
- C. <u>Adjustments</u>. After completion of the Town Square Park and Neighborhood Park and determination of the actual Construction Costs pursuant to Section 2.4, if the amount of the credits against the Park

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Development Fees that have been applied to building permits issued for residences within the Project exceed the actual Construction Costs, Developer will pay the balance of the Park Development Fees to the City within 60 days of a written notice to Developer. Developer will be entitled to apply to Park Development Fees any unused credits based on the actual Construction Costs. If Developer determines that actual Construction Costs may exceed the estimated Construction Costs, then Developer may propose to pay the additional actual Construction Costs or modify the Park Master Plan to reduce costs consistent with the estimated Construction Costs, subject to the approval of the Director of Development Services, or his/her designee.

- 2.6 Community Park IOD. Developer shall grant an IOD on the first Village 8 West Final "A" Map for a total of 15.11 gross acres (14.8 usable acres) of Community Park land as provided in the condition of approval for the Tentative Map. Such IOD shall be free and clear of all encumbrances and easements that would prevent use of the Community Park for public park purposes, subject to the review and approval of the Development Services Director, or his/her designee. The City shall be responsible for construction and maintenance of the Community Park.
- 2.7 Additional Parkland. If the Project includes more than 561 single family residences and more than 1,773 multi-family residences and that development results in additional parkland park acquisition or in lieu fee obligations in accordance with the PLDO, Developer shall satisfy the additional obligations to the satisfaction of the Director of Development Services, or his/her designee.
- 2.8 **Resource Management Plan**. The Otay Ranch Phase 2 Resource Management Plan Update (RMP), Section 6.1.2, requires the conveyance of fee title to land within the Otay Ranch Preserve to the Otay Ranch Preserve Owner Manager or its designee at a ratio of 1.188 acres for each acre of "development area," as defined in RMP. Because the Town Square Park and the Neighborhood Park will have a Public Access Easement granting the public access for public park purposes, the City agrees that the Town Square Park and the Neighborhood Park will be considered "Common Area" for purposes of the RMP, and therefore, in accordance with the RMP, Section 6.1.2, Developer will not be required to convey land within the Otay Ranch Preserve with respect to the acreage within the Town Square Park and the Neighborhood Park.
- 2.9 **Vacation**. Should the Public Access Easement be vacated in the future, and the public is no longer able to use the Town Square Park and/or the Neighborhood Park for public park purposes, then the Applicant for the vacation shall be required to satisfy the RMP conveyance and PAD Fee requirements with respect to affected acreage within the Town Square Park and/or the Neighborhood Park prior to or concurrently with any Public Access Easement vacation.
- 3. Rentals, Concessions and Events. Rentals, concessions, and special events are contemplated in the Town Square Park and Neighborhood Park. Unless specifically permitted in the Village 8 West SPA Plan, activities within all parks within Village 8 West shall be subject to CVMC Chapter 2.66 Park and Facilities Rules.

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- Rentals and Concessions in the Town Square Park and Neighborhood Park. The Association shall have full decision-making power over rentals and concessions in the Town Square Park and Neighborhood Park, as well as control over and right to receive any revenues derived therefrom. Both Association members and the public shall have access to rental opportunities within the Town Square Park and Neighborhood Park. Members of the public shall coordinate directly with the Association for such rentals and the payment of any rental fees. Association members or the public may secure rentals on a first come-first served basis. Association shall establish rental fees, consistent with City fees for similar amenities. Rental fees for Association members may be discounted at the discretion of the Association.
- Neighborhood Park. The Association shall have full decision-making power over events and programing within the Town Square Park and Neighborhood Park. The City shall have the opportunity to request and receive approval from Association for up to a combined total of twelve (12) City-sponsored events per year at the Town Square Park and the Neighborhood Park, subject only to availability, reasonable insurance and public health and safety requirements. City shall coordinate directly with the Association to schedule any City-sponsored event. City shall be responsible for repairing any damages to Neighborhood Park or Town Square Park resulting from any City-sponsored event. In addition, City shall be responsible for all custodial and trash removal following any City-sponsored event. All events shall be consistent with the Village 8 West SPA Plan and the requirements of the CVMC Section 2.66.
- 4. Maintenance. Developer shall be responsible for maintenance of the Town Square Park and the Neighborhood Park to the satisfaction of the Director of Development Services, or his/her designee, until the Association or other entity assumes responsibility in writing for maintenance of the Town Square Park and/or Neighborhood Park pursuant to CC&Rs. CC&Rs shall stipulate that maintenance by Association shall be to the satisfaction of the Director of Development Services, or his/her designee. Association shall submit annual park maintenance and reserve budgets, including life cycle replacement guidelines to City for review by Director of Development Services, or his/her designee, for review. Upon such assumption of Town Square Park and Neighborhood Park maintenance responsibilities by Association, Developer shall be released from any further obligation to maintain the Town Square Park and the Neighborhood Park. City shall maintain the Community Park from and after the City's acceptance of the IOD for the Community Park.
- 5. <u>Delays</u>. The City may approve extensions for the date for Commencement and/or Completion of Construction of the Town Square Park and the Neighborhood Park due to City delays in approving park plans or due to force majeure.
- 6. <u>California Labor Code</u>. As set forth in *Lincoln Landing Project City of Hayward*, Public Works Case No. 2017-025 (Apr. 18, 2019), the construction of the Town Square Park and the Neighborhood Park is not a "public work" as defined in the California Labor Code for purposes of prevailing wage requirements and is therefore not subject to prevailing wage requirements.

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- 7. Changes. The City reserves its right to amend the PLDO, SPA Plan and City Parks and Recreation Master Plan, subject to state and federal law, and to the statutory development agreements affecting Village 8 West, including the Restated and Amended Pre-Annexation Development Agreement originally between Otay Project, L.P., and the City of Chula Vista, dated May 12, 1997, and recorded as document number 1997-0219970 in the Official Records of San Diego County Recorder, as amended. The parties agree that, should any changes in state or federal law result in one or more provisions of this Agreement no longer being enforceable, the parties shall meet and confer regarding amending the Agreement accordingly. The required PLDO fee obligations and values are subject to periodic updates.
- 8. <u>City Action</u>. If the City finds that the proposed design of a the Town Square Park and/or the Neighborhood Park is inconsistent with the SPA Plan, Developer shall have the opportunity to re-design the Town Square Park and/or the Neighborhood Park and submit the revised design for the Director of Development Services, or his/her designee, consideration.

9. General Provisions.

9.1 **Notices.** All notices and demands given pursuant to this Agreement shall be written. They shall be deemed served (i) immediately, upon personal delivery; (ii) the next business day, if sent prepaid by recognized overnight service such as FedEx for delivery the next business day; or (iii) three (3) business days after deposit in the United States mail, certified or registered mail, return receipt requested, first-class postage prepaid. Until notice of a change of address is properly given, notice shall be given:

If to City:

City of Chula Vista

Attn: City Manager 276 Fourth Avenue

Chula Vista, California 91910

With a copy to:

Office of the City Attorney

Attn: City Attorney 276 Fourth Avenue

Chula Vista, California 91910

If to Developer:

HomeFed Village 8, LLC Otay Land Company, LLC 1903 Wright Place, Suite 220 Carlsbad, California 92008

Attn: Chris Foulger and Kent Aden

With a copy to:

Sheppard Mullin Richter & Hampton 501 West Broadway, Suite 1900 San Diego, California 92101

Attention: David M. Hymer

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- 9.2 **Captions.** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement.
- 9.3 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties regarding the subject matter hereof. No prior or contemporaneous oral or written representations, agreements, understandings and/or statements regarding its subject matter shall have any force or effect. This Agreement is not intended to supersede or amend any other agreement between the parties unless expressly noted. However, all previous written agreements, such as supplemental subdivision improvement agreements, by and between the parties relating to park obligations, as well as City's Parks and Recreation Master Plan and Landscape Manual, remain in full force and effect except to the extent they conflict with this Agreement.
- 9.4 **Scope.** This Agreement applies only to the Property; it shall not relieve developers other than Developer (and its subsidiary entities, merchant builders and other buyers of portions of the Property) from any responsibility to meet park development obligations per the PLDO.
- 9.5 **Contents of Agreement.** All recitals set forth above and all exhibits attached hereto are part of this Agreement.
- 9.6 **Severability.** If any provision of this Agreement or its particular application is held invalid or unenforceable, the remaining provisions of this Agreement, and their application, shall remain in full force and effect, unless a party's consideration materially fails as a result.
- 9.7 **Recordation.** The City may record this Agreement in the Office of the County Recorder of San Diego County, California.
- 9.8 **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a party or its attorney drafted this Agreement. It shall be conclusively presumed that all parties participated equally in drafting this Agreement.
- 9.9 **Authority.** Each party warrants and represents that it has legal authority and capacity to enter into this Agreement, and that it has taken all necessary action to authorize its entry into this Agreement. Each party warrants and represents that each individual signing this Agreement on behalf of such entity has been duly authorized to sign this Agreement on its behalf so as to bind his/her principal.
- 9.10 **Modification.** This Agreement may not be modified, terminated or rescinded, in whole or in part, except by written instrument duly executed and acknowledged by the parties hereto, their successors or assigns.

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9.11 Successors.

- A. <u>Transfers.</u> In the event that Developer transfers or assigns its interest in the Property in whole or in part, to any person or entity during the Term of this Agreement, any such transferee or assignee shall be bound by the terms and conditions of this Agreement, as applicable to the portion of the Property acquired by the transfer or assignment. Notwithstanding the foregoing, except as provided in Section 3 with respect to maintenance of the Town Square Park and the Neighborhood Park, no assignment or transfer shall relieve the Developer from any of its obligations under this Agreement without prior written consent by the City, which consent shall not be unreasonably withheld.
- B. <u>Compliance</u>. Developer's compliance with this Agreement shall be deemed to satisfy Developer's PLDO and SPA Plan obligations relating to Parks. Once the Town Square Park and the Neighborhood Park and their associated improvements have been constructed and once the Community Park has been dedicated, as required by this Agreement and the required PAD fees have been paid to City, all Park dedication and improvement requirements for the Property shall be deemed complete.
- C. <u>No Further Obligation.</u> Notwithstanding any other provision of this Agreement:
 - (i) When any individual lot has been finally subdivided and sold, leased, or made available for lease to a member of the public or any other ultimate user, and a certificate of occupancy has been obtained for the building(s) on the lot, that lot and its owner shall have no further obligations under and shall be released from this Agreement.
 - (ii) Upon the conveyance of any lot, parcel, or other property, whether residential, commercial, or open space, to a homeowners' association, property owners' association, or public or quasi-public entity, that lot, parcel, or property and its owner shall have no further obligations under and shall be released from this Agreement.
- 9.12 **Term.** This Agreement shall remain in effect in perpetuity, provided however that the provisions of Sections 2.2 through 2.4 will terminate upon Completion of Construction of the Town Square Park and the Neighborhood Park.
- 9.13 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.
- 9.14 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against the City unless a claim

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has first been presented in writing and filed with the City and acted upon by the City a in accordance with the procedures set forth in Chapter 1.34 of the CVMC, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by the City, Developer shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

- 9.15 **Remedies.** The rights of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies that the Parties might otherwise have unless this Agreement provides to the contrary, including the rights of the City to enforce the CC&Rs as provided in Section 16.9 thereof. Should the Developer and/or its Assignee fail to maintain the Town Square Park and the Neighborhood Park in accordance with this Agreement or should they take any action that unreasonably restricts public access to the Town Square Park and the Neighborhood Park in violation of the Public Access Easement, the City may provide written notice of such failure to the Developer or the Association setting forth in detail the alleged failure. The Developer or the Association shall have ten (10) business days from receipt of such notice to cure, or if it is not possible to cure within such ten (10) business day period, to commence curing such failure. If the Developer or the Association fails to cure, or fails to commence to cure as provided herein, the City may perform the maintenance and charge the cost thereof to the Developer or the Association.
- **Indemnification.** Developer shall indemnify, protect and hold the City, its officers, employees, agents and independent contractors, free and harmless from any liability, costs, injury, including death, or damage of any kind or nature, relating to, arising out of, or alleged to be the result of the acts, omissions, negligence or willful misconduct of Developer or Developer's employees, subcontractors or other persons, agencies or firms for whom Developer is legally responsible, relating to or arising from Developer's activities contemplated under this Agreement, excepting only those claims for damages arising from the active negligence or willful misconduct of the City. Developer shall defend, at its own expense, including attorneys' fees, the City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of Developer. The City may, in its discretion, participate in the defense of any such legal claim, action or proceeding at its own expense with the understanding that Developer's attorneys shall be lead counsel and City's attorneys shall, to the maximum extent feasible, cooperate with Developer's attorneys. Developer's obligations under this Section shall terminate with respect to any liability, costs, injury, including death, or damage of any kind arising with respect to the Town Square Park and the Neighborhood Park after the Association acquires title to such Town Square Park and Neighborhood Park and with respect to any Community Park after the City accepts the IOD for such Community Park.
- 9.17 **Non-liability of City Officials and Employees.** No member, official, employee or consultant of the City shall be personally liable to Developer or its successor-in-interest in the event of any default or breach by City, or for any amount which may become due to Developer or to its successor-in-interest, or on any obligations under the terms of this Agreement.

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9.18 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

[Remainder of page intentionally left blank]

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SIGNATURE PAGE TO AGREEMENT REGARDING CONSTRUCTION OF PARKS [OTAY RANCH VILLAGE 8 WEST]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date set forth above.

CITY OF CHULA VISTA

HomeFed Village 8, LLC, a Delaware limited liability company

Mary Casillas Salas,
Mayor

Name:

Its: 1/

Otay Land Company, LLC, a Delaware limited liability company

By:

Ite.

Attest:

By: Varry Pigalay City Clark

Approved as to form by

Glen Googins, City Attorney

V8W Parks Agreement - 9.24.20 - Final

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

on September 29, 2020 hef

before me. Tristan Manoff, Notary Public

(insert name and title of the officer)

personally appeared Erin N. Ruhe

who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(e) on the instrument the person(e), or the entity upon behalf of which the person(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NNNA!

TRISTAN MANOFF Notary Public - California San Diego County Commission # 2217078 My Comm. Expires Nov 2, 2021

Signature <u>Mustau N</u>

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

BEING ALL OF CHULA VISTA TRACT 19-03, OTAY RANCH VILLAGE 8 WEST 'A' MAP, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 16428, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, Nov. 3, 2020.

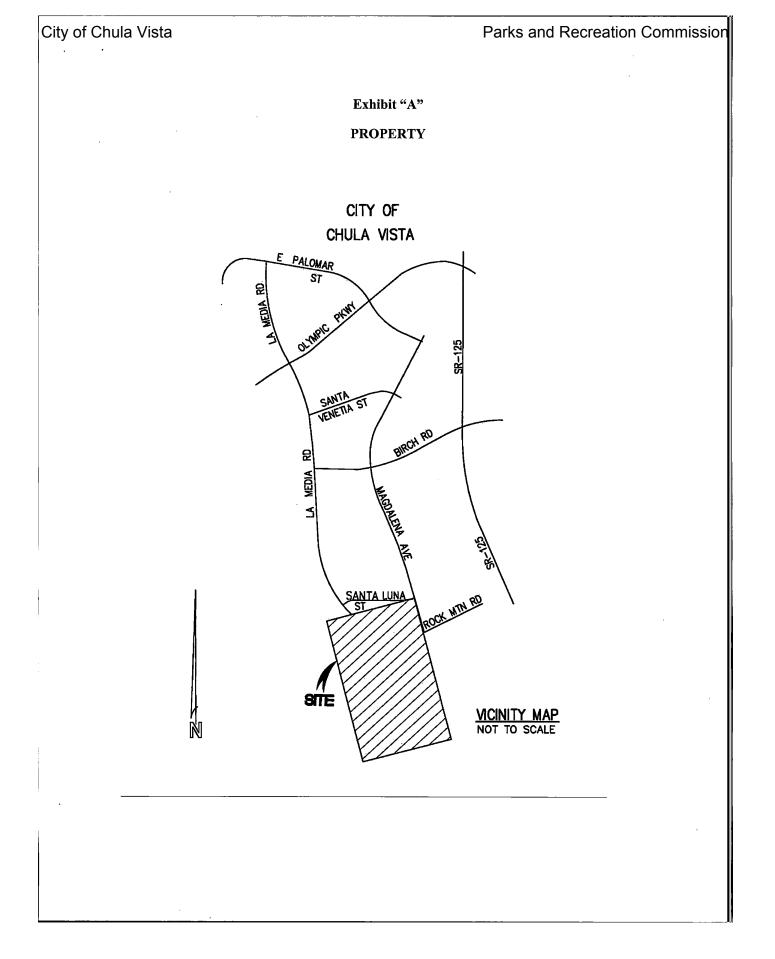
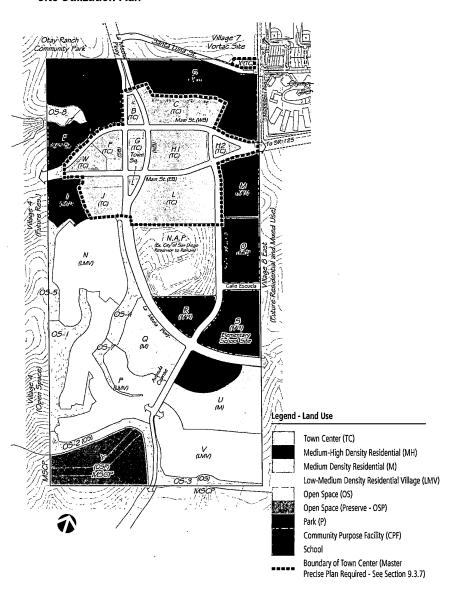


EXHIBIT "B"

VILLAGE 8 WEST SITE UTILIZATION PLAN

Site Utilization Plan



CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached documents:

Otay Ranch Community Park La Media PKWY
Sonto Luno St. Village 7 Vortac Site X(TC)
05-8 B(TC) C(TC) Main St. (WB) Magdalena Ave
To SR-125 Village 4 (Future Res) I (MH) J (TC)
L(TC) Moin St. (EB) M(MH) OS-5 N(LMV)
N.A.P. (Ex. City of San Diego Reservoir to Remain)
Avenido Caprise O(MH) Village & East (Future Residential and Mixed Use,
05-1 05-4 05-7 La Media Pkwy Q(M) Avenida Caprise
T(P) Village 4(Open Space) P(LMU) U(M) OS-2(OS) U(M)
MSCP Y(OSP) MSCP V(LMV) OS-3 (OS)
MSCP
Place of Execution San Diego
DATE: 11/05/20
SIGNATURE:
Calvin Williamson

EXHIBIT "C"
TOWN SQUARE PARK CONCEPTUAL PLAN

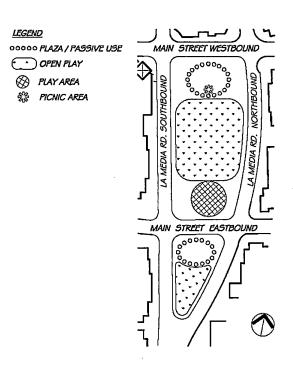
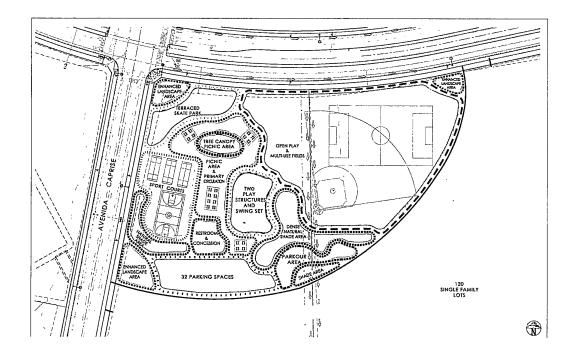


EXHIBIT "D" NEIGHBORHOOD PARK CONCEPTUAL PARK



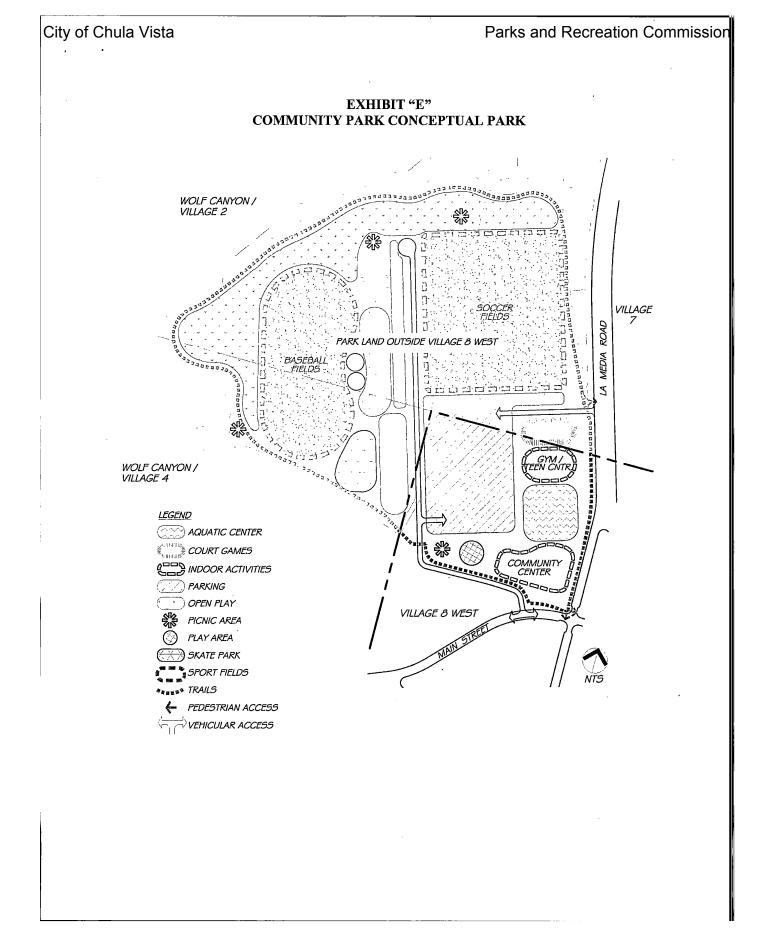


Exhibit "F"

PARKS MASTER PLANNING PROCESS: TOWN SQUARE PARK

Developed by:

HomeFed Village 8, LLC

Consultant:

Tributary

Built for:

Chula Vista Residents, with full public access

Owned & Maintained by: Côta Vera Homeowner's Association

Planning Areas:

Tentative Map Parcels G-1 and G-2; Final Map Lots B and C

Size:

2.8 acres

Tasks:

Anticipated Schedule:

1. Park Master Plan

A. Submittal package, includes:

1st Submittal to City: Mid-September 2020

- 1. Narrative description of the park's program & design concept
- 2. Illustrative site plan, including the proposed locations for the following:
 - Surrounding streets & relation to off-site improvements
 - · All circulation routes
 - · Event staging areas
 - Comfort station
 - Shade structures
 - Picnic areas
 - Play structures
 - Amenities such as benches, tables, drinking fountains & all other features described within the park's program
 - · Lighting concept
 - Dog park
 - Project signage
 - Accentuated paving areas & proposed applicable patterns
- 3. Plant material legend, providing plant material options for each use area & hydrozone
- 4. Preliminary construction materials schedule, conveying the proposed hardscape, fencing, wall & amenity materials & colors
- 5. Sketches, elevations, sections and/or 3-D modeling, as required to convey the proposed landforms & uses of key areas
- 6. Hydro-zone map
- 7. Preliminary cost estimate
- B. City of Chula Vista Review

- Comments Due: 3 weeks
- C. Consultant Review, Resubmit & Initiate Design Development
- 2nd Submittal to City: 2 weeks

- 1. Address all comments from the City, as approved by Developer
- 2. Coordinate directly with City staff on those items (includes meetings as necessary)
- Consultant to initiate Design Development upon written notification from City staff that Park Master Plan is docketed for the Parks & Recreation Commission meeting
- D. Parks and Recreation Commission Meeting

November 19, 2020

E. City Council Meeting

December 15, 2020

2. Construction Documents (95% and 100%)

Submit to City: 8 weeks

- A. Prepare a 95% Construction Document set including:
 - 1. Precise grading plan (by the Civil engineer)
 - 2. Architecture (under a separate building permit)
 - 3. Landscape hardscape materials plan & support documentation
 - 4. Landscape amenities plan & support documentation
 - 5. Recycled water irrigation plan & support documentation
 - 6. Planting plans & support documentation
 - 7. Lighting plans & support documentation
 - 8. Specifications
 - 9. Cost estimate
- B. Facilitate plan submittals & approvals through the Otay Water District (OWD), County of San Diego Department of Environmental Health (DEH) & City of Chula Vista
- C. City of Chula Vista Review

Comments due: 3 weeks

D. Prepare a 100% Construction Document set

Submit to City: 2 weeks

- 1. Address final comments and prepare a set of plans and specifications ready for signature by City staff
- E. Submit Mylars to City of Chula Vista

Submit to City: 1 week

- 1. Upon written direction from City staff, prepare mylars and submit for signature
- 2. Consultant shall obtain approvals and signatures from OWD and DEH prior to submitting mylars to City for signature

3. Construction Administration

Issue Bid Documents: 3 weeks

- A. Developer to prepare and issue bid documents
- B. Consultant to review & respond to contractor bid clarifications
- C. Review & respond to the contractor's product submittals
- D. Coordinate field inspections with OWD & City of Chula Vista
- E. Attend site meetings (as required), during all phases of construction
- F. Facilitate as-built drawing preparation, submittals & approvals as required
- G. Attend pre-maintenance & post maintenance site reviews
- H. Provide final substantial conformance documentation

BAYANI PARK

IN HONOR OF FILIPINO - AMERICAN VETERANS COTA VERA NEIGHBORHOOD PARK

OTAY RANCH VILLAGE 8 WEST, LOT D

DESIGN REVIEW PLAN SET

PROJECT DESCRIPTION:

BAYANI NEIGHBORHOOD PARK IS A 5.5-ACRE HOA-OWNED AND MAINTAINED PARK THAT IS OPEN FOR USE BY THE GENERAL PUBLIC. BAYANI MEANS HERO IN TAGALOG, OR SOMEONE WHO SACRIFICES FOR THE NATION OR COMMUNITY.

THE PARK IS DESIGNED TO PROVIDE THE FOLLOWING FEATURES AND GENERAL, NON-PROGRAMMED RECREATIONAL AMENITIES INCLUDING:

- A LIGHTED FULL BASKETBALL COURT
- SIX LIGHTED PICKLEBALL COURTS
- A TOT LOT WITH SEPARATE PLAY STRUCTURES AND SWING SETS FOR 2 5 YEAR OLD TODDLERS AND 5 - 12 YEAR OLD CHILDREN
- TWO DECOMPOSED GRANITE BOCCE BALL COURTS
- A LIGHTED 2-ACRE MULTI-PURPOSE FIELD
- CONCRETE PATHS WHICH CONNECT TO A PLANNED REGIONAL TRAIL SYSTEM
- PICNIC TABLES FOR GENERAL AND SMALL GROUP PICNICKING
- BENCHES FOR GENERAL SEATING AND VIEWING SPORT ACTIVITIES BICYCLE RACKS, A DRINKING FOUNTAIN WITH A BOTTLE FILLER AND A
- DRINKING FOUNTAIN WITH A DOG BOWL
- A FILIPINO-AMERICAN VETERANS MONUMENT
- PARK MONUMENT WALL SIGN
- A TWO-UNISEX RESTROOM COMFORT STATION
- AN ON-SITE, 3-BIN, COVERED TRASH ENCLOSURE
- DIRECT PARK ACCESS FROM THE CALWEST DEVELOPMENT TO THE SOUTH OFF-STREET PARKING LOT OF 16 STANDARD STALLS AND TWO HANDICAP
- ACCESSIBLE PARKING STALLS DESIGNATED FOR PARK USE ONLY.
- JOINT USE ON-STREET PARKING FOR 13 VEHICLES ADJACENT TO THE PARK.

LANDSCAPE DESIGN INTENT:

July 18, 2024 Agenda

BAYANI NEIGHBORHOOD PARK IS LOCATED AT THE INTERSECTION OF TWO PRIMARY VILLAGE STREETS - LA MEDIA PARKWAY AND AVENIDA CAPRISE. THE REGIONAL TRAIL AND BIKE LANES ON LA MEDIA PARKWAY CONNECT THE PARK TO THE TOWN CENTER AND NEIGHBORING VILLAGES. THE REGIONAL TRAIL AND BIKE LANES ON AVENIDA CAPRISE CONNECT THE PARK TO THE CHULA VISTA OPEN SPACE TRAIL SYSTEM AND FUTURE COMMUNITY PARK TO THE SOUTH AND THE SWIM CLUB, ELEMENTARY SCHOOL AND TOWN CENTER TO THE NORTH. THE PARK IS WITHIN EASY WALKING DISTANCE FROM MOST OF THE VILLAGE'S NEIGHBORHOODS.

IN ADDITION TO ACTIVE SPORTS AMENITIES, THE PARK OFFERS LARGE PASSIVE LAWN AREAS, CLUSTERS OF SHADE AND FLOWERING TREES, PICNIC TABLES AND BENCHES FOR SMALL GATHERINGS OR JOYFUL REST FOR AN INDIVIDUAL. BIKE RACKS, A COMFORT STATION AND DOG FRIENDLY DRINKING FOUNTAIN ARE ADDITIONAL AMENITIES AVAILABLE TO THE PUBLIC. ENHANCED LANDSCAPE AREAS ARE LOCATED AT THE MONUMENT SIGN CORNER OF LA MEDIA PARKWAY AND AVENIDA CAPRISE, AT THE FILIPINO-AMERICAN VETERANS MONUMENT, SURROUNDING THE COMFORT STATION AND TRASH ENCLOSURE, AND ALONG STREET FRONTAGES.

THE PARK PLANT PALETTE COMPLIMENTS THE PLANTING WITHIN THE ADJACENT LOT U CALWEST COMMUNITY AND THE SWIM CLUB ACROSS LA MEDIA PARKWAY. COMMON PLANTS BETWEEN THE PROJECTS INCLUDE:

TREES: BRISBANE BOX, MARINA STRAWBERRY TREE, CREPE MYRTLE, OAKS SHRUBS: ROCKROSE, BUTTERFLY BUSH, LANTANA, COAST ROSEMARY, DWARF BOTTLEBRUSH, DEER GRASS, BAJA FAIRY DUSTER GROUNDCOVERS: COYOTE BRUSH, MYOPORUM, LANTANA

ACCENTS: CREPE MYRTLE TREES, RED YUCCA, ALOES, LANTANA, DWARF BUTTERFLY BUSH

THE LANDSCAPE DESIGN AND INSTALLATION WILL COMPLY WITH THE CHULA VISTA MUNICIPAL CODE, THE CHULA VISTA LANDSCAPE MANUAL, THE CHULA VISTA WATER CONSERVATION ORDINANCE, APPLICABLE DEVELOPMENT SERVICES DEPARTMENT GUIDES AND POLICIES, AND OTAY RANCH VILLAGE 8 WEST SPECIFIC PLANNING DOCUMENTS AND LANDSCAPE MASTER PLAN. PLANTING WILL CONSIST OF DROUGHT TOLERANT NATIVE AND LOCAL CLIMATE ADAPTIVE PLANTS.

LARGE ACCENT TREES WILL OCCUR AT KEY LOCATIONS TO PROVIDE A SENSE OF SCALE AND ASSIST IN ORIENTATION. MEDIUM SHADE AND SCREENING TREES WILL BE LOCATED PREDOMINANTLY ALONG THE SOUTH TO EAST BOUNDARY AND WEST OF THE BASKETBALL COURT TO BUFFER ADJACENT RESIDENTIAL DEVELOPMENTS. SMALL ACCENT TREES WILL PROVIDE SHADE AND COLOR ALONG THE CENTRAL CORE SIDEWALKS.

SHRUBS WILL BE 4 FEET IN HEIGHT OR LESS TO PROVIDE OPEN VIEWS FOR SECURITY AND WILL BE LOW WATER USE PLANTS. HOWEVER, SHRUB MASSING WILL PROVIDE PARTIAL SCREENING OF THE COURTS AND TRASH ENCLOSURE, AND PROVIDE A VISUAL SCREENING FROM THE PARK OF THE CALWEST RESIDENCES TO THE SOUTH AND EAST WHICH ARE APPROXIMATELY 6 FEET BELOW THE PARK GRADE. DROUGHT TOLERANT GROUND COVERS AND ACCENTS WILL PROVIDE VISUAL INTEREST WHILE MINIMIZING WEEDS AND MAINTENANCE. LOW TO VERY LOW WATER USE SLOPE PLANTINGS WILL PROVIDE A GREEN BACKGROUND AND MINIMIZE SOIL EROSION.

IRRIGATION DESIGN INTENT

THE IRRIGATION SYSTEM WILL UTILIZE RECYCLED WATER PROVIDED BY OTAY WATER DISTRICT. THE DESIGN AND INSTALLATION OF THE IRRIGATION SYSTEM WILL COMPLY WITH THE CITY OF CHULA VISTA LANDSCAPE WATER CONSERVATION ORDINANCE. LARGE RADIUS TURF ROTORS WILL IRRIGATE THE MULTI-PURPOSE FIELD AND HIGH EFFICIENCY ROTATOR SPRINKLERS WILL IRRIGATE SMALLER TURF AREAS. LOW WATER USE SHRUB BED PLANTINGS AND LOW TO VERY LOW WATER USE SLOPE PLANTINGS WILL BE IRRIGATED WITH HIGH EFFICIENCY ROTATOR SPRINKLERS. BUBBLERS WILL PROVIDE SUPPLEMENTAL IRRIGATION TO TREES DURING PERIODS OF DROUGHT. THE SYSTEM WILL BE CONTROLLED BY A WEATHER-BASED CENTRAL CONTROLLER THAT CAN BE MONITORED AND OPERATED REMOTELY BY THE HOA AND THEIR MAINTENANCE CONTRACTOR.

SITE LIGHTING DESIGN INTENT

SITE LIGHTING WILL CONSIST OF ALL LED FIXTURES. WALKWAY AND PARKING LOT LIGHTING WILL BE DECORATIVE POST-TOP FIXTURES ON 14-FOOT HIGH POLES. THE SHAPE OF THE FIXTURES WILL FOCUS THE LIGHT DOWNWARD AND ELIMINATE SIDE GLARE. BUILDING FIXTURES WILL BE WALL OR CEILING MOUNTED AND WILL BE IMPACT RESISTANT TO MINIMIZE VANDALISM. COURT LIGHTING WILL BE DOWNWARD ORIENTED LIGHTS MOUNTED ON 25-FOOT POLES TO PROVIDE EVEN ILLUMINATION AND MINIMAL SIDE GLARE. FIELD LIGHTING WILL CONSIST OF LED FIXTURES MOUNTED ON 70-FOOT POLES AND ARE INDIVIDUALLY AIMED TO MINIMIZE SPILLOVER LIGHT. THE SPORTS FIELD LIGHTING WILL BE FOR GENERAL SPORT ILLUMINATION ONLY AND IS NOT INTENDED TO PROVIDE COMPETITION LIGHTING LEVELS. FIELD LIGHT POLE QUANTITIES AND LOCATIONS ARE APPROXIMATE AND WILL BE DETERMINED BY PHOTOMETRIC ANALYSIS

MAINTENANCE RESPONSIBILITIES:

THE PARK AND ITS IMPROVEMENTS WILL BE MAINTAINED BY THE CÔTA VERA HOMEOWNER'S ASSOCIATION. ADJACENT STREETSCAPE LANDSCAPE AND IRRIGATION WILL BE MAINTAINED BY THE CÔTA VERA HOMEOWNER'S ASSOCIATION.

DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF THE PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CHULA VISTA, THE OTAY WATER DISTRICT AND THE COUNTY OF SAN DIEGO DEPARTMENT OF ENVIRONMENTAL HEALTH IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

ESTRADA LAND PLANNING

750 B STREET, SUITE 1620, SAN DIEGO, CA 92101 TEL: 619.236.0143

Nichi Strato

6/24/2024

DATE

VICKI ESTRADA, PRESIDENT

LANDSCAPE ARCHITECT CA RLA NO. 1685, EXPIRES 4/30/2026

Exp. 4/30/2026

Wich Istrado

6/24/2024

Project Name: Otay Ranch Village 8 West HOA Neighborhood Park

WATER EFFICIENT LANDSCAPE WORKSHEET

Project Reference Evapotranspiration (ETo)= 50.4 Irrigation Water: Recycled Efficiency **ETAF** Factor Landscape Area **Annual Water Use** (PF/IE) Hydrozone # / Planting Description Method (b) (IE)(c) ETAF X Area (ETWU) Gallons (d Regular Landscape Areas Rotators Shrub Areas 0.70 0.43 0.43 29,639 12,702 lope Areas Rotators 0.70 396,92

42,995 (B 18,426 Totals (A) 575,78 Special Landscape Areas 4,611,7 Park Passive and Active Turf 147.586 (D) 4.611.7 Estimated Total Water Use (ETWU) Total (Gal.) 5,187,55 Maximum Water Allowance (MAWA) (Gal.) (6 5,216,346 Irrigation Efficiency (IE) Average

ETAF Calculations

ETAF for Regular Landcape Areas must be 0.55 or below for residential areas and 0.45 or below for non-residential areas.

Totals
18,426
42,995
0.43

All Landscape Areas	Totals
Total ETAF x Area (B + D)	166,012
Total Area (A + C)	190,581
Site-wide ETAF ((B + D) ÷ (A + C))	0.87

(a) Plant Factor: Per Water Use Classification Of Landscape Species (WUCOLS), UC Cooperative Extension. Very Low Water Use: 0.0 - 0.1, Low Water Use: 0.2 - 0.3; Moderate Water Use: 0.4 - 0.6; High Water Use: 0.7 - 1.0.

(b) Irrigation Method: Drip/Subsurface, Bubblers, Rotors, Rotators or Overhead Spray

(c) Irrigation Efficiency: Drip/Subsurface (0.90), Bubblers (0.85), Rotors (0.75), Rotators (0.70) or Overhead Spray (0.60)

(d) ETWU (Annual Gallons Required) = ETo x 0.62 x ETAF x Area, where 0.62 is a conversion factor. Source: City of Santee Water Efficient Landscape Worksheet.

(e) MAWA (Annual Gallons Allowed) = (ETo) x (0.62) x [(ETAF x LA) + ((1-ETAF) x SLA)] (f) Average Irrigation Efficiency for overall irrigation system shall meet or exceed 0.75 (total of all efficiency ratings divided by the number of hydrozones).

PROJECT TEAM:

CÔTA VERA HOA C/O HOMEFED VILLAGE 8, LLC 1903 WRIGHT PLACE, SUITE 220 CARLSBAD, CA 92008 CONTACT: DON ROSS P: 760.918.8200 E: dross@hfc-ca.com

DEVELOPER: HOMEFED VILLAGE 8, LLC 1903 WRIGHT PLACE, SUITE 220 CARLSBAD, CA 92008 CONTACT: DON ROSS P: 760.918.8200

E: dross@hfc-ca.com

DESIGN TEAM: PRIME CONSULTANT -LANDSCAPE ARCHITECT: ESTRADA LAND PLANNING 750 B STREET, SUITE 1620 SAN DIEGO, CA 92101 CONTACT: MIKE SPOHR P: 619.272.4159

CIVIL ENGINEER: DOKKEN ENGINEERING 1450 FRAZEE ROAD, SUITE 100 SAN DIEGO, CA 92108 CONTACT: KIMBERLY WENDER P: 858.514.8377

E: kwender@dokkenengineering.com

E: mspohr@estradalandplan.com

ELECTRICAL ENGINEER: KRUSE & ASSOCIATES 12255 PARKWAY CENTRE DRIVE SAN DIEGO, CA 92064 CONTACT: KEITH KRUSE P: 858.676.9776 E: keith@kruseassoc.net

4/30/2024

SITE DATA:

APPLICANT:

HOMEFED VILLAGE 8, LLC 1903 WRIGHT PLACE, SUITE 220 CARLSBAD, CA 92008 CONTACT: DON ROSS P: 760.918.8200 E: dross@hfc-ca.com

SITE ADDRESS:

BAYANI NEIGHBORHOOD PARK SE CORNER AVENIDA CAPRISE AT LA MEDIA PARKWAY CHULA VISTA, CA 91913

644-072-11-00 644-072-24-00

LEGAL DESCRIPTION: CITY OF CHULA VISTA TRACT NO. 19-03 OTAY RANCH VILLAGE 8 WEST 'A' MAP #16428 RECORDED NOVEMBER 3, 2020 IN THE CITY OF CHULA VISTA, COUNTY OF SAN

DIEGO AND STATE OF CALIFORNIA

ZONING: PARKS (P) ZONE

SITE AREA: 5.519 AC. (240,418 S.F.)

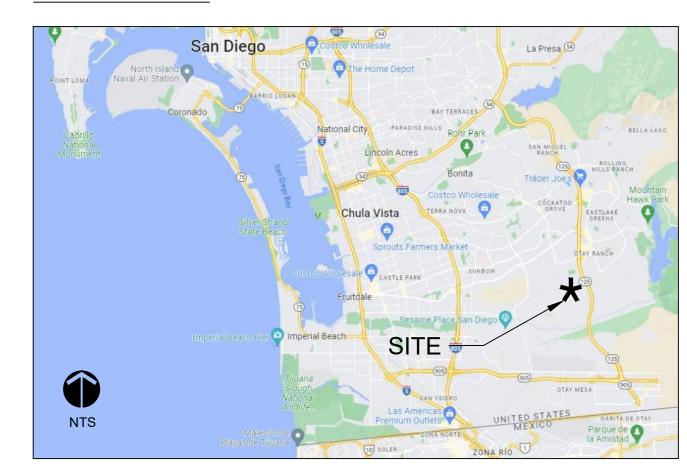
WATER PURVEYOR: OTAY WATER DISTRICT

- IRRIGATION RECYCLED WATER
- COMFORT STATION AND **DRINKING FOUNTAINS -**POTABLE WATER

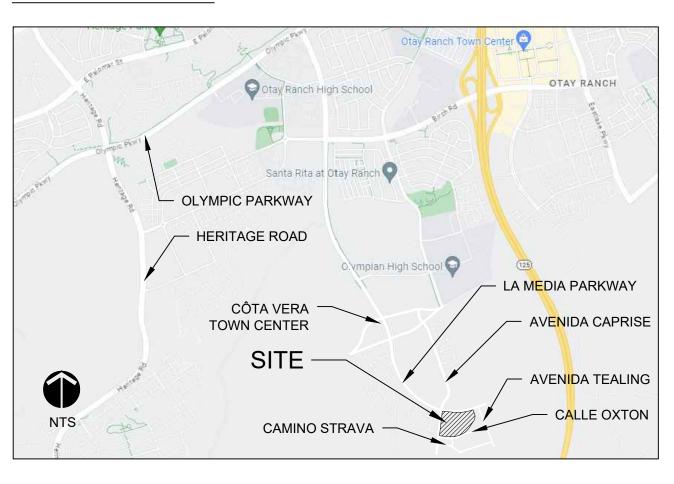
REFERENCE DOCUMENTS:

- Village 8 West Sectional Planning Area Plan
- Village 8 West Master Precise Plan
- Otay Ranch Village 8 West Landscape Master Plan
- Chula Vista Landscape Water Conservation Ordinance
- Chula Vista Subdivision Manual Chula Vista Landscape manual
- Chula Vista Shade Tree Policy 576-19
- Chula Vista Recycling and Solid Waste Planning Manual
- Otay Water District Standards and Policies
- County of San Diego Department of Environmental Health Recycled Water Standards and Policies
- CV Dwg. # 18016, Mass Grading Plans for Chula Vista Tract No. 19-03 Phase 2 CV Dwg. #14012, Improvement
- Plans for Chula Vista Tract No. 19-03 Phase 1

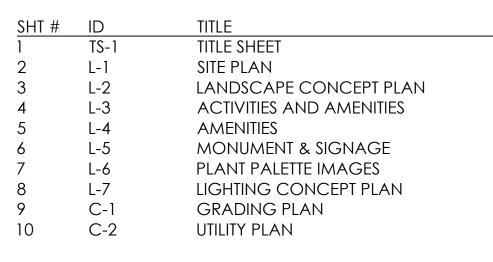
VICINITY MAP



LOCATION MAP



SHEET INDEX:



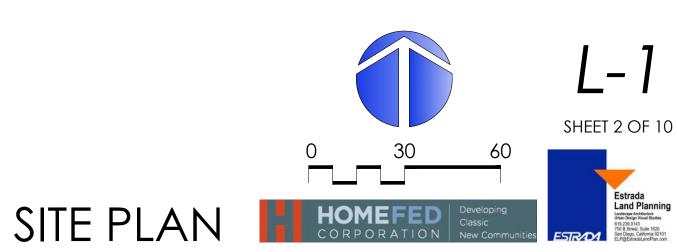
TITLE SHEET



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BAYANI PARK - CÔTA VERA

LANDSCAPE CONCEPT PLAN

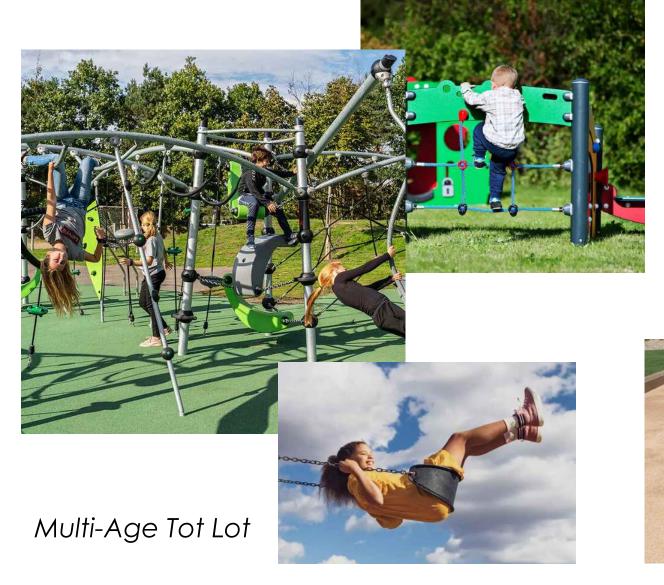


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Passive and Light Recreation











Sports and Active Recreation



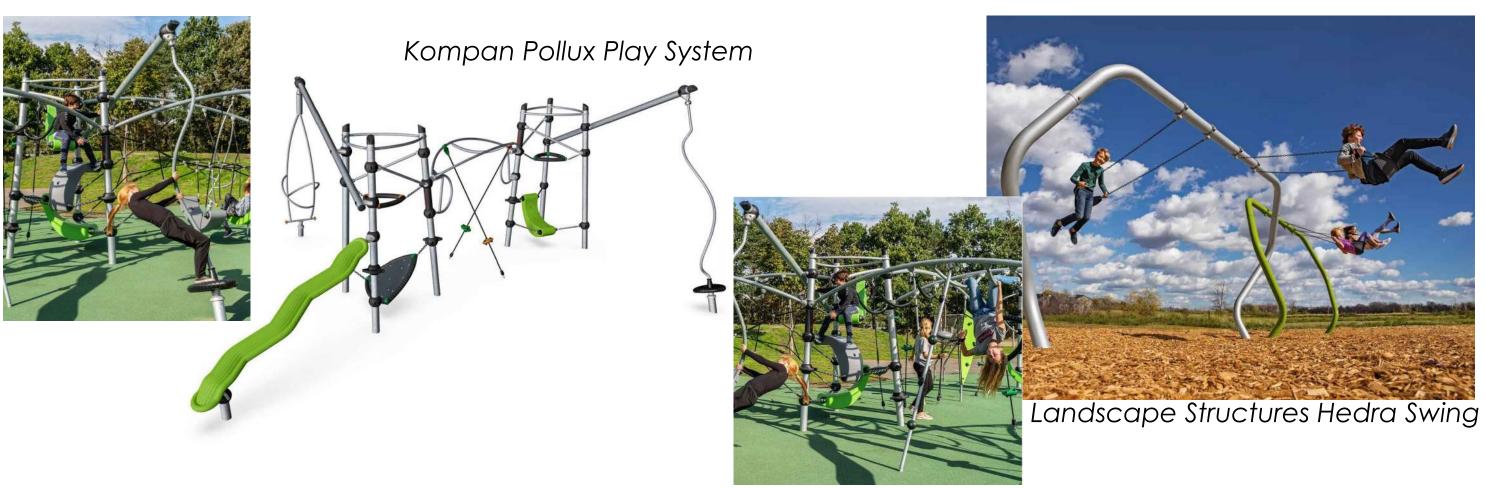
ACTIVITIES AND **AMENITIES**



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L-3

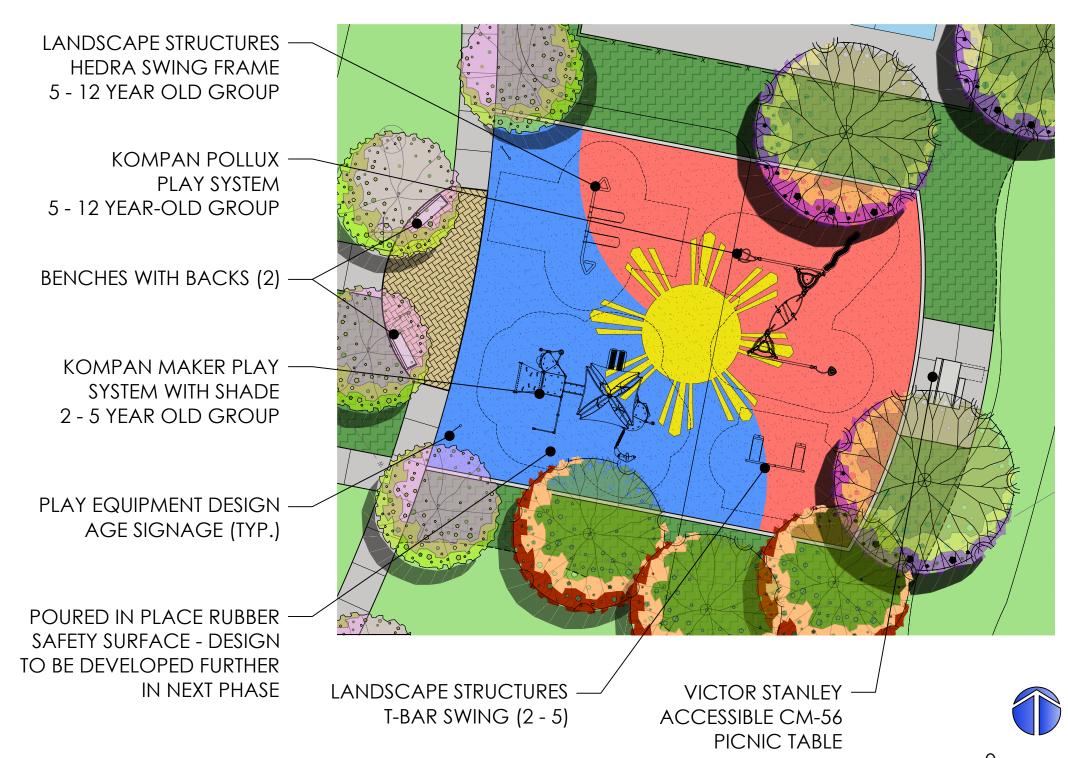
July 18, 2024 Agenda



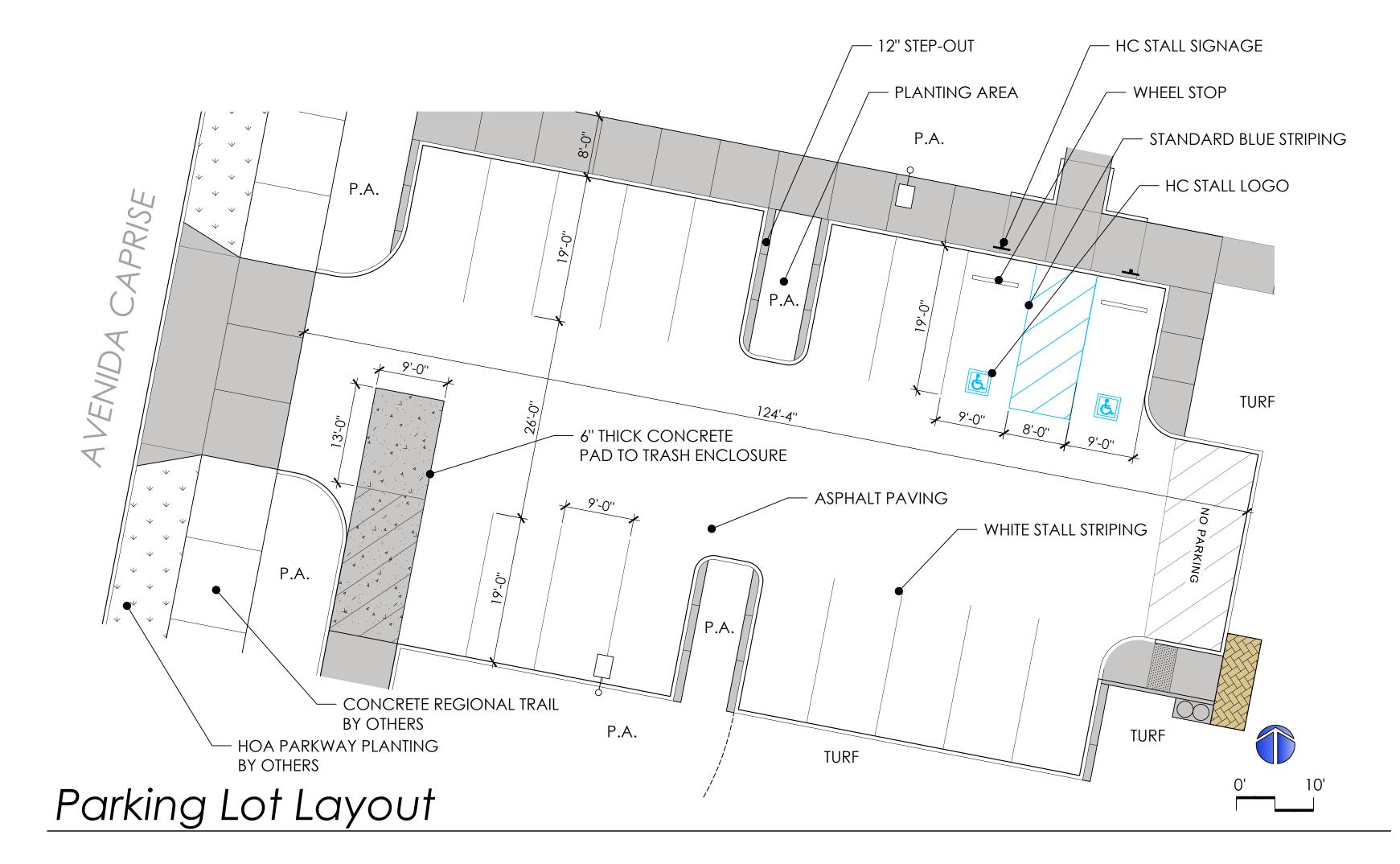
Play Equipment: 5- to 12-Year-Old Group

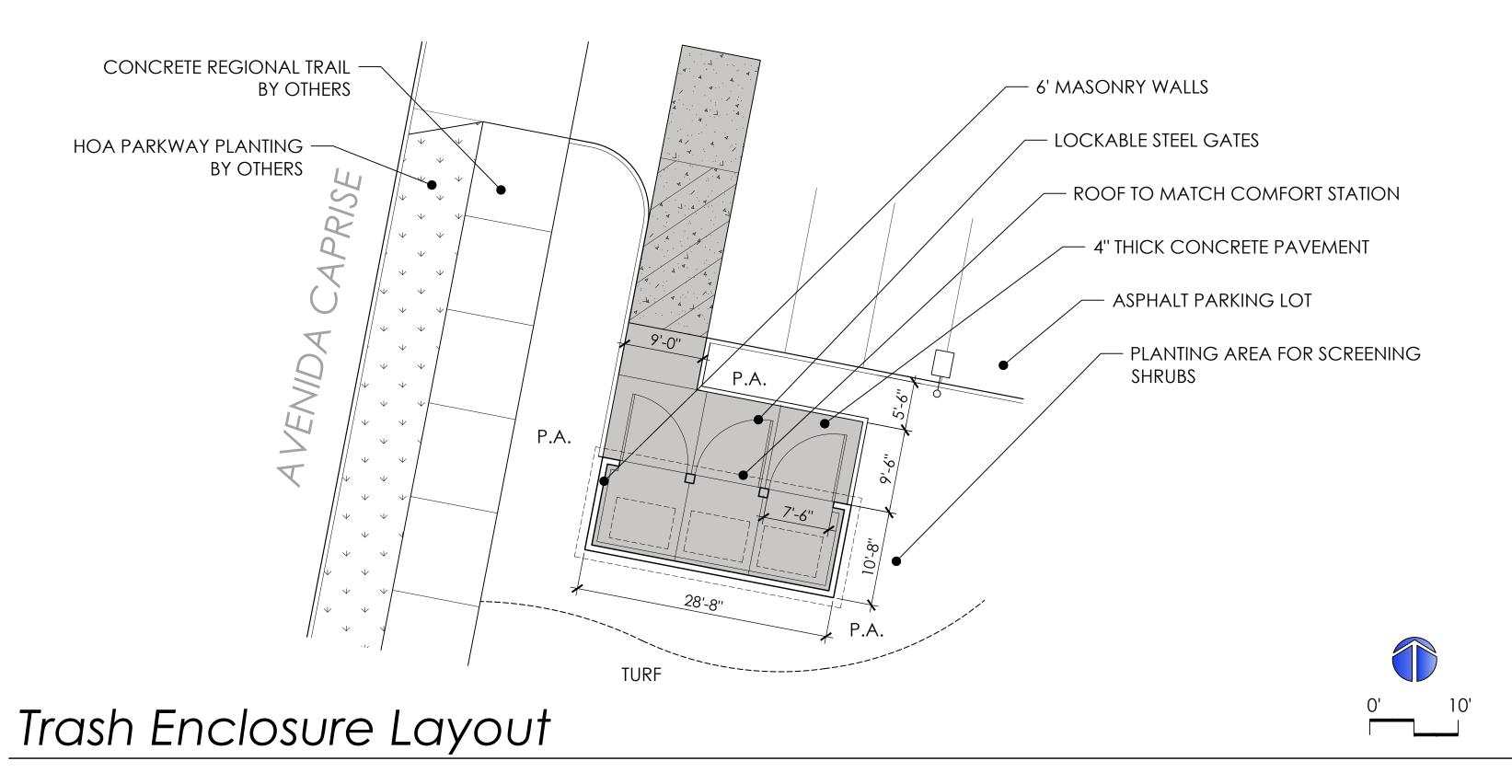


Play Equipment: 2- to 5-Year-Old Group



Tot Lot Layout and Equipment

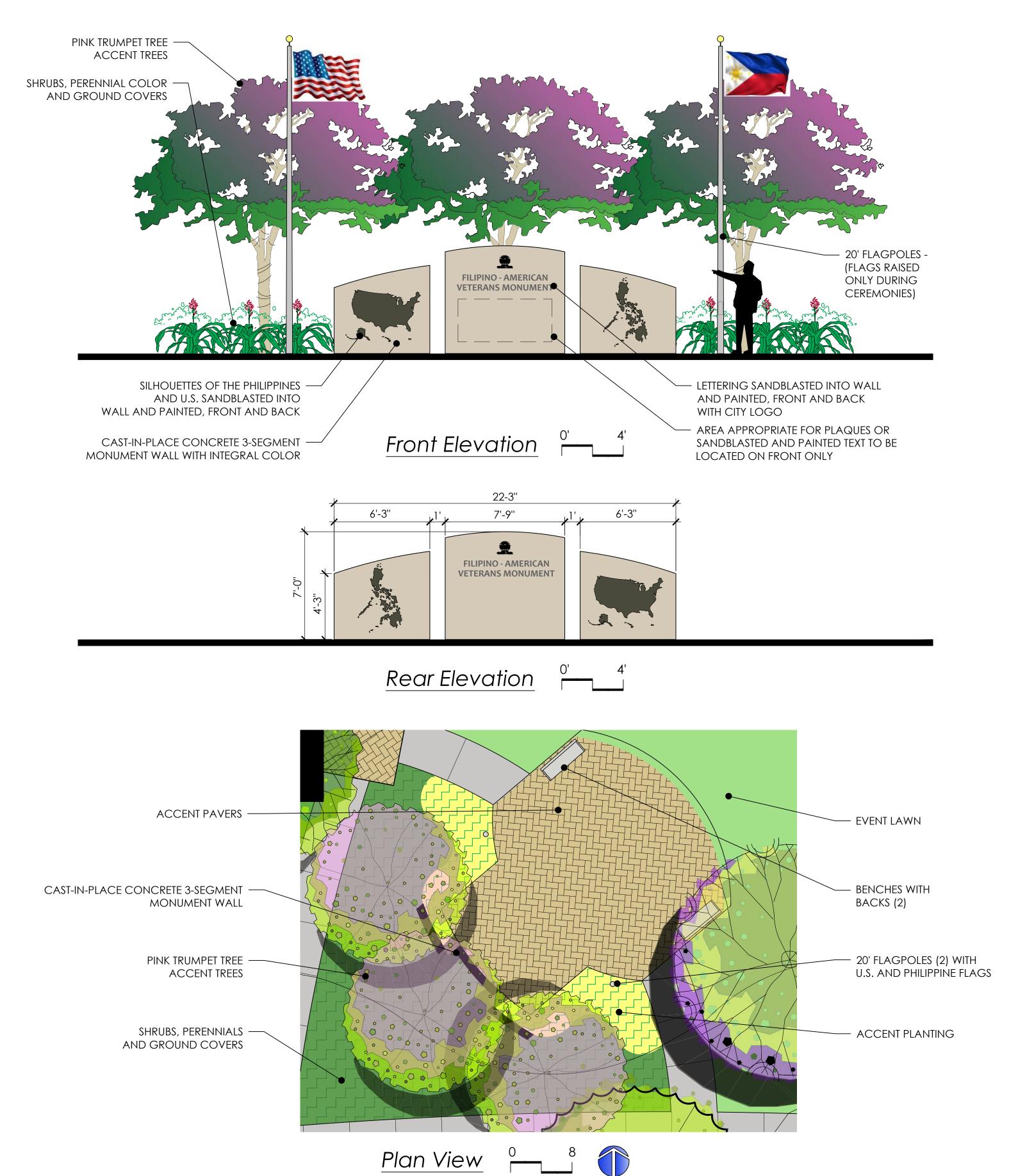




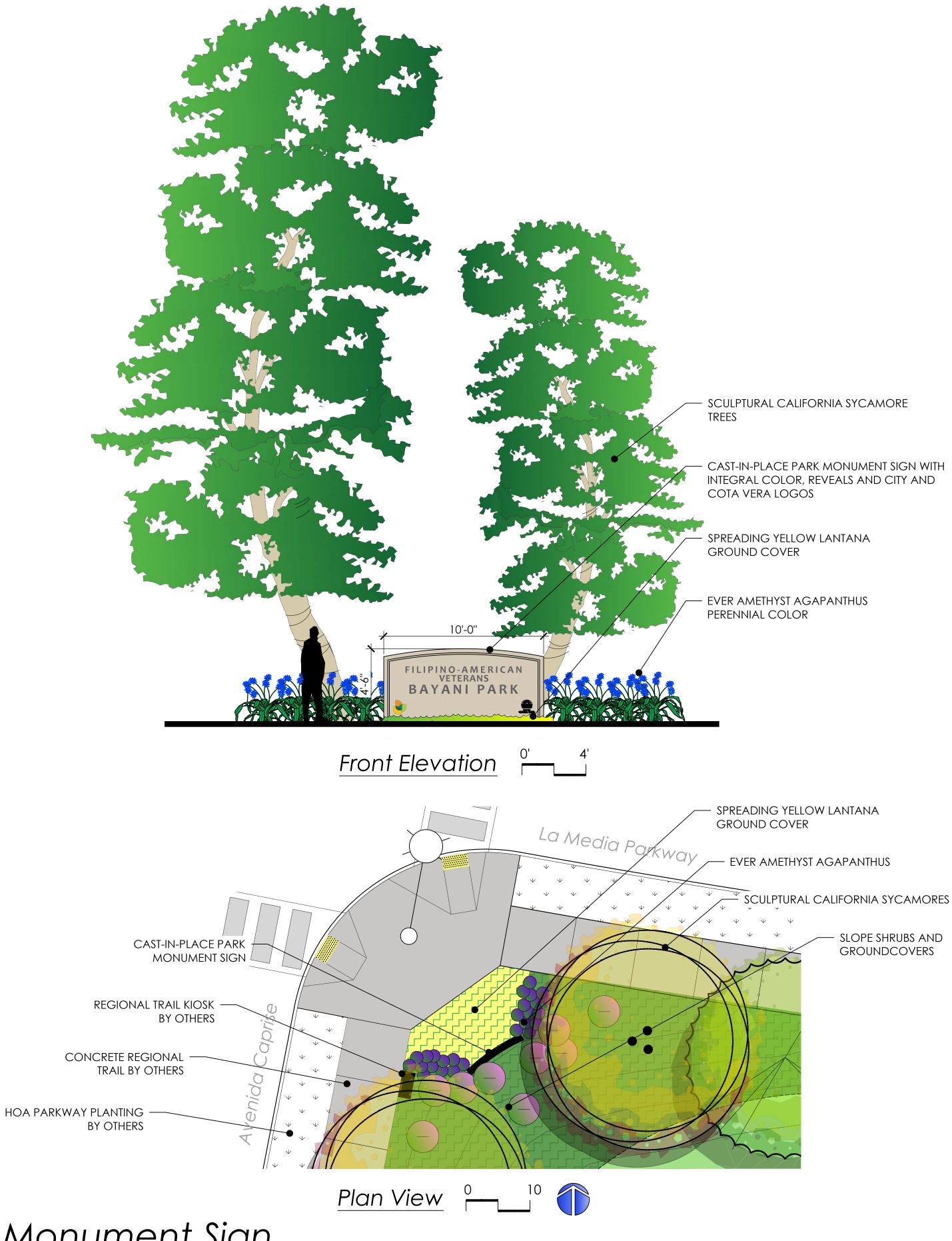
Preliminary Master Plan for: BAYANI PARK - CÔTA VERA



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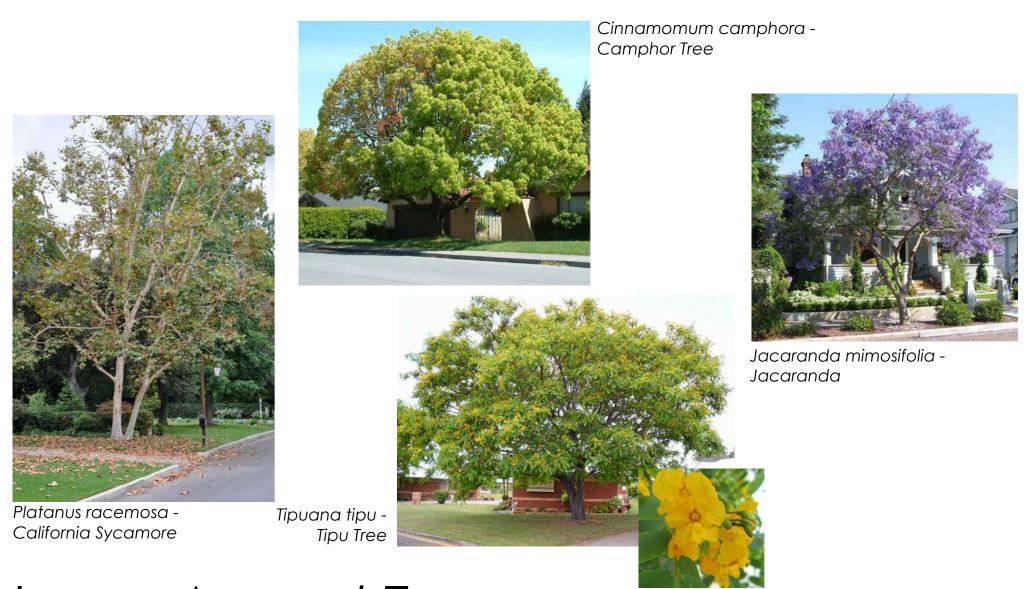
Filipino - American Veterans Monument



Park Monument Sign

MONUMENT & SIGNAGE

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Large Accent Trees

Med. Shade/Screening Trees

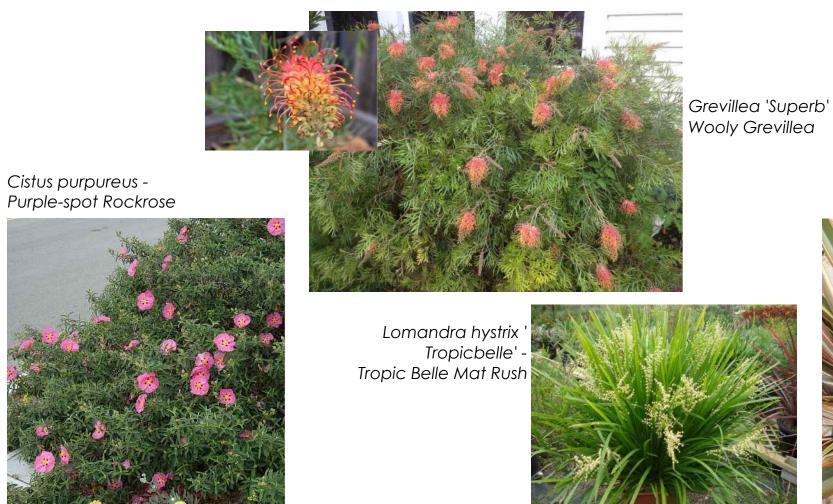
Small Accent Trees

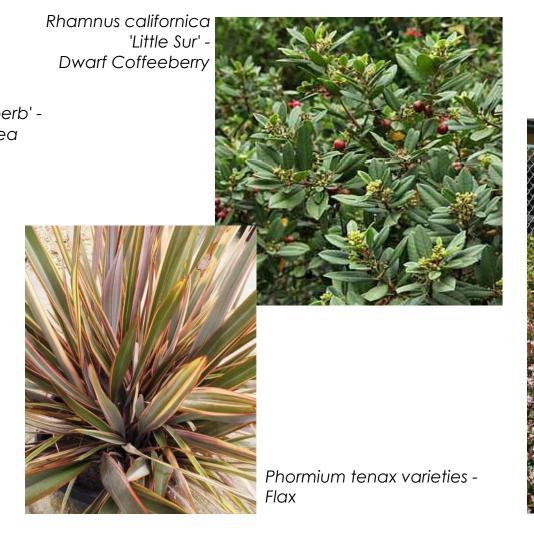
Street Trees (By Others)















Shrubs

Calliandra californica





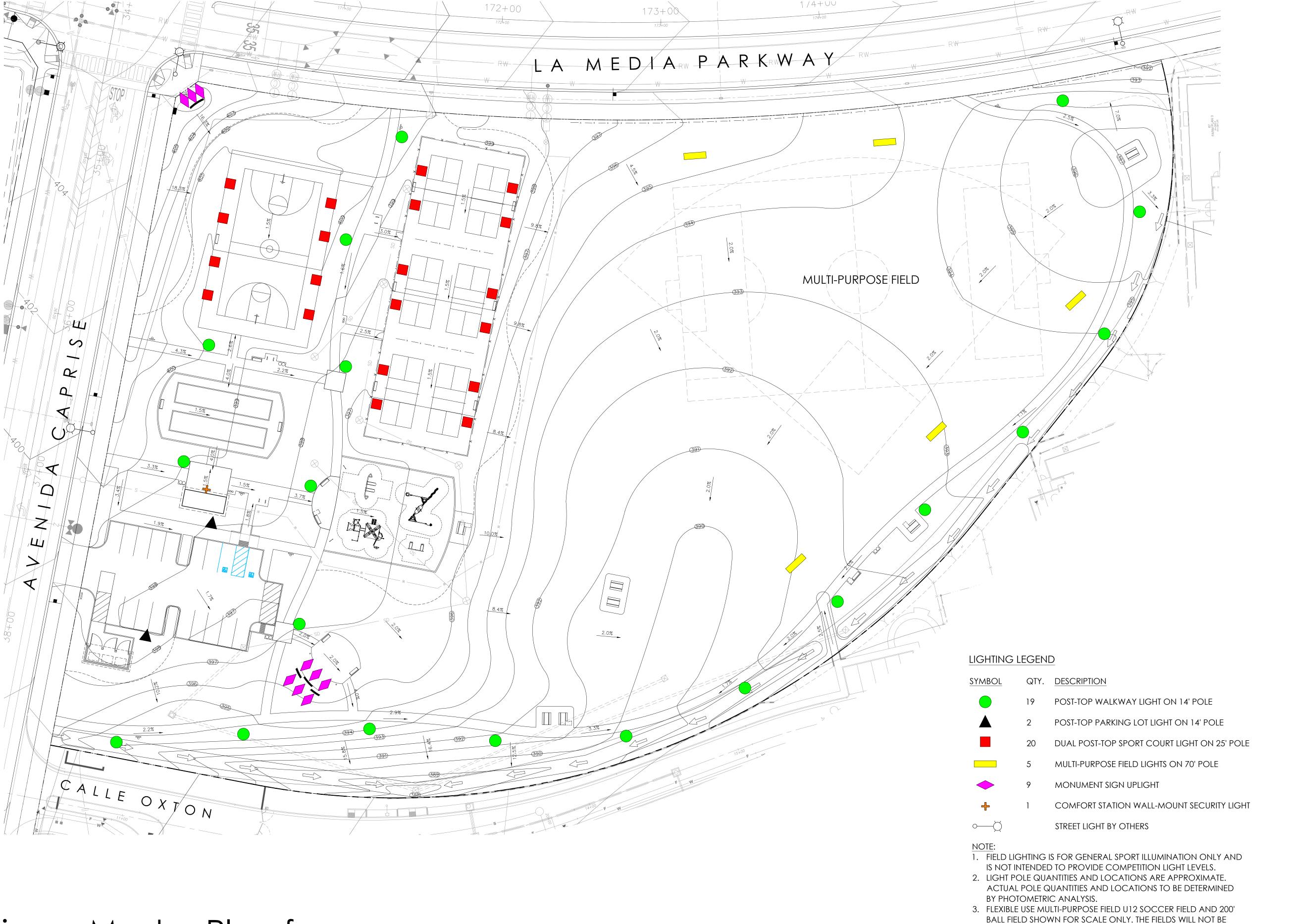
Perennials and Accents

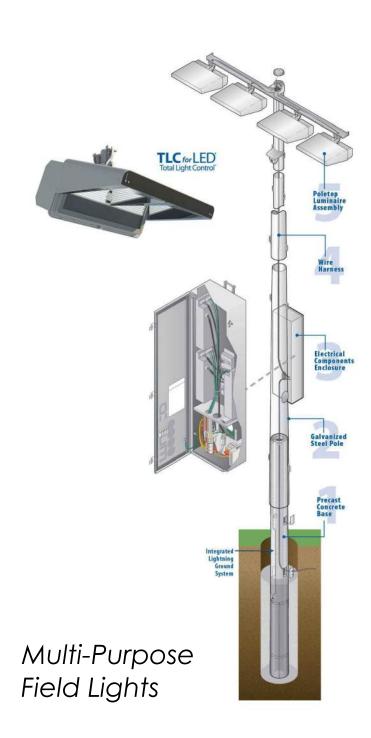
Preliminary Master Plan for:

BAYANI PARK - CÔTA VERA

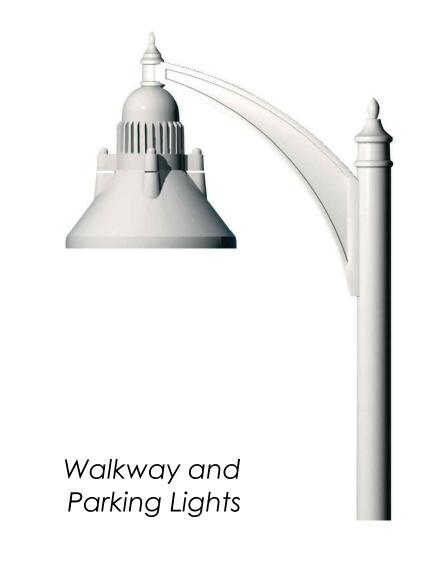
PLANT PALETTE **IMAGES**

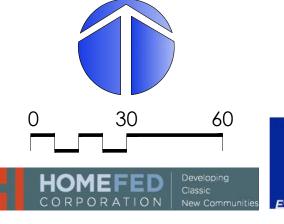
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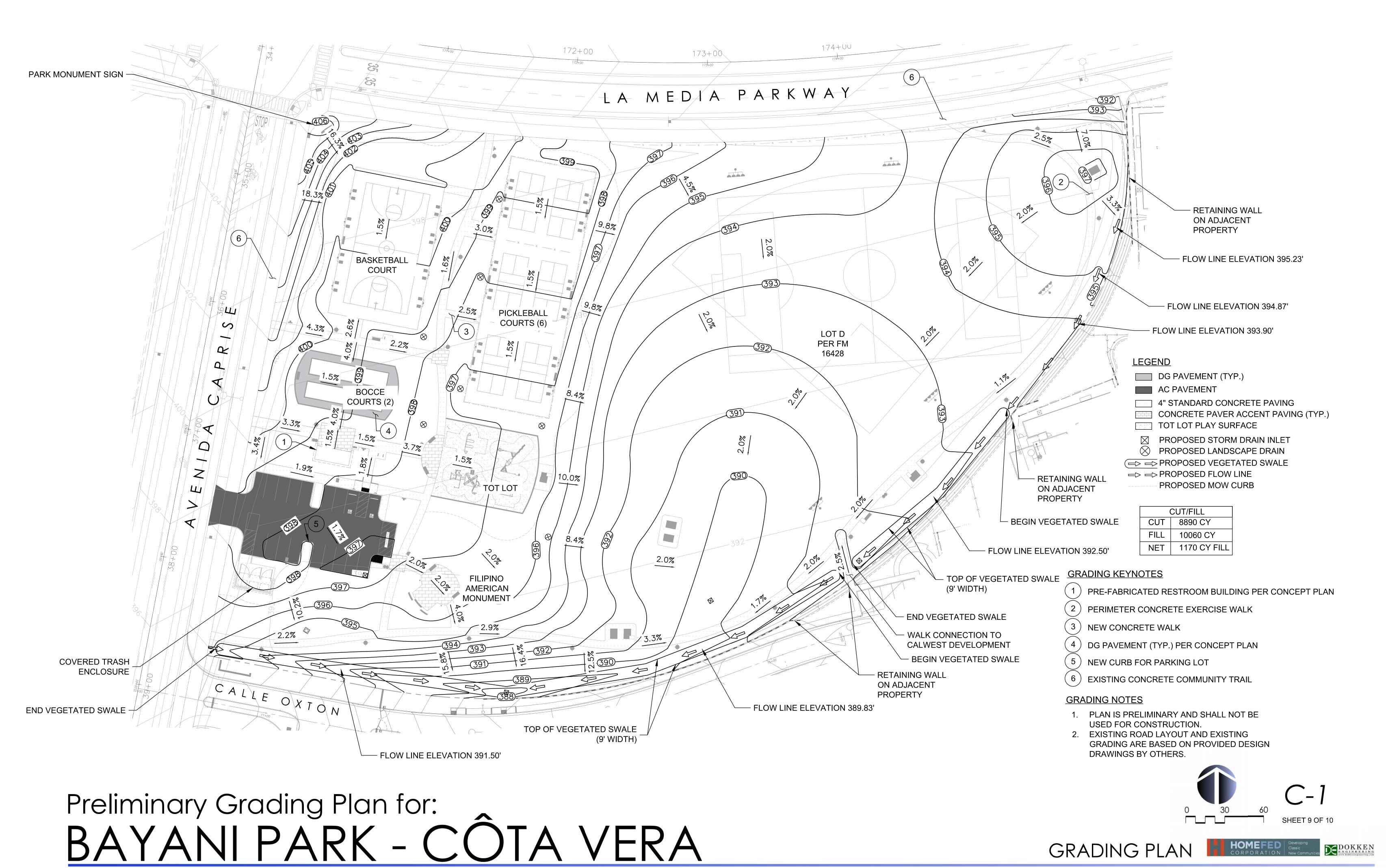






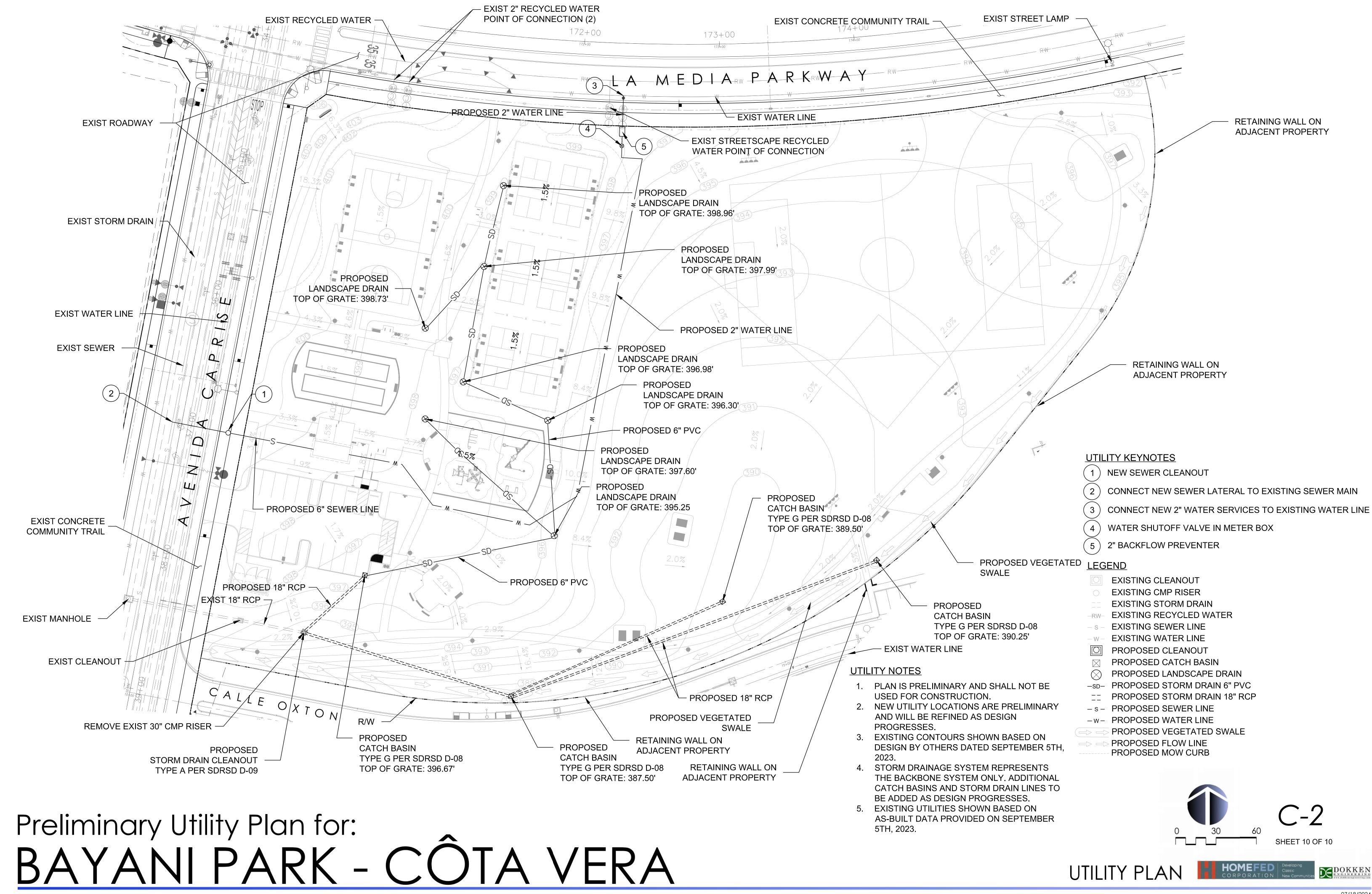
LIGHTING CONCEPT PLAN

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UTILITY PLAN

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