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AGREEMENT REGARDING CONSTRUCTION OF PARKS IN A PORTION OF OTAY RANCH EASTERN URBAN CENTER

THIS AGREEMENT REGARDING CONSTRUCTION OF PARKS IN A PORTION OF OTAY RANCH EASTERN URBAN CENTER ("**Agreement**") is made as of this 15th day of September, 2009, by and between the CITY OF CHULA VISTA, a California municipal corporation and charter city ("**City**") and McMILLIN OTAY RANCH LLC, a Delaware limited liability company ("**McMillin**") with reference to the following facts:

WHEREAS, Otay Ranch is a master planned community within City that consists of various "Villages." A portion of Otay Ranch, called the Eastern Urban Center ("**EUC**"), will consist of a high-intensity mixture of retail, employment, civic, cultural and medium-high-to-urban-core levels of residential uses;

WHEREAS, McMillin owns approximately ninety percent of the EUC area. The legal description of the approximately 206.6 acres of EUC owned by McMillin ("**McMillin Property**"), which is the subject of this Agreement, is shown on Exhibit A hereto along with a map of EUC showing the remainder, owned by other owners ("**Other Owner Property**"), which is not governed by this Agreement;

WHEREAS, California Government Code §§66477, *et seq.* (the "Quimby Act") and the City's Parklands and Public Facilities Ordinance, [Chula Vista Municipal Code ("**CVMC**") Chapter 17.10 ("**PLDO**")], as amended, require that development projects provide land and improvements for neighborhood and community parks and recreational facilities, allow for a credit against the payment of fees or dedication of land if the subdivider provides park and recreational improvements, and permit the City to require a combination of dedication and payment of in-lieu fees if the City determines that the combination would better serve the public;

WHEREAS, the PLDO's requirements have been and will be imposed on the McMillin Property through conditions of approval of tentative maps and supplemental subdivision improvement agreements;

WHEREAS, the Quimby Act, the PLDO and the Otay Ranch General Development Plan ("GDP") parks and open space policies require that EUC provide 3 acres of neighborhood and community parks per 1,000 residents;

WHEREAS, approximately 23.36 acres of Parkland would be required of the McMillin Property. This figure is based on the PLDO's assumption that there will be an average of 2.61 residents in each of the 2,983 multi-family units in the McMillin Property and its (and the GDP's) requirement to provide 3.0 acres per thousand residents – i.e., 2,983 units times 2.61 residents per unit times 3 acres per [divided by] 1,000 residents equals 23.36 acres;

WHEREAS, the GDP policies: (i) state that the EUC will provide local parks, town squares, plazas or other park facilities to meet its needs, pursuant to the EUC Parks Master Plan, which may include variations from conventional parkland standards; and (ii) allow pedestrian spaces, plazas, promenades and town squares to be credited toward satisfying the EUC park requirement;

WHEREAS, the SPA Plan for EUC anticipates that EUC will provide sufficient area and facilities to meet its recreational needs on-site and a portion of its recreational needs will be provided through the payment of in-lieu fees. The SPA-level parks master plan considers the needs and standards identified in the framework strategy prepared for the University study area and the EUC-specific policies of the General Plan and GDP, which allow variations from conventional parkland standards. Thus, EUC will provide a network of public and private pedestrian spaces, plazas, paseos, promenades, and squares to create a pedestrian and recreation-oriented environment, with additional fees paid "in lieu" of land consistent with the EUC parks master plan and PLDO. In addition to traditional parks, EUC will receive a credit for the 2.75 acres of additional recreational facilities provided in districts 1, 4 and 8 in the form of dedicated jogging paths and office plazas;

WHEREAS, the parties intend by this Agreement to implement the requirements of the EUC SPA Plan, the PLDO, the Quimby Act and the conditions of approval of tentative maps for the McMillin Property by establishing park land dedication, improvement and additional in-lieu fee requirements which satisfy park requirements for the McMillin Property;

WHEREAS, the City's General Plan contemplates development of EUC as the focal point for the east area plan, with EUC comprised of a vibrant and intense mixture of land uses in an urban setting. Similarly, the San Diego Association of Governments has identified EUC as a smart growth urban center. These urban centers attract a different demographic profile than the surrounding suburban development in Otay Ranch, so successful implementation requires that an emphasis be placed on placemaking in the public realm, including as to parks and other public spaces. The General Plan also contemplates the development of standards for both public and private uses, *unique to the Eastern Urban Center*, to help create this urban character. This Agreement reflects these unique approaches in applying City standards needed to accomplish the vision of EUC contemplated by the General Plan and the Otay Ranch GDP;

WHEREAS, City, by entering into this Agreement, finds that, due to the unique, urban, high-density nature of the EUC, suitable land does not exist to satisfy the entire 23.36 acre parkland dedication requirement solely through the dedication of parkland and improvements; the City further finds that, as a result, public interest and the park and recreation needs of the future EUC residents would be better served through a combination of parkland dedication, parkland development improvements and in-lieu fees; (an approximate estimate of park costs appears in Exhibit F hereto); and

WHEREAS, this Agreement does not increase or decrease any park obligations but instead clarifies responsibility for the PLDO requirements attributable to the McMillin Property by addressing the amount of land required, in-lieu fee payment required, park design, park construction, bonding, the level of amenities to be provided, event programming, and the funding of maintenance.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Definitions.** In addition to terms defined in the Recitals, the following terms shall have the indicated definitions throughout this Agreement:

1.1 **"Association"** means the property owners' (home or business) association whose territory includes the obligation to operate and maintain a private Urban Park or Urban Recreational Facility.

1.2 **"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.

1.3 **"Complete Construction"** means that construction of a park has been completed to the reasonable satisfaction of City's Director of Development Services, exclusive of the warranty period.

1.4 **"CVMC"** means City's Municipal Code.

1.5 **"District"** means a planning district within the McMillin Property as shown on Exhibit B.

1.6 **"Escalator"** means the percentage change in construction costs calculated pursuant to CVMC §17.10.110, which outlines park development fee updates, from the month of approval of this Agreement to the month of issuance of the construction permit for any one park.

1.7 **"In-Lieu Fees"** means park acquisition and parkland development fee obligations pursuant to California Government Code §66477 and City's PLDO.

1.8 **"IOD"** means irrevocable offer of dedication.

1.9 **"Park Improvements"** means the improvements per the City-approved park construction documents.

1.10 **“Park Master Plan”** means the Master Plan as defined in the Chula Vista Landscape Manual Section One – Submittals.

1.11 **“Turnkey”** means designed and constructed consistent with the provisions of the Chula Vista Landscape Manual, the SPA Plan, and related Development Services Department specifications and policies in effect on the date of this Agreement, and ready for use without any further Improvements required, including provision for a City Council-approved three-party agreement among McMillin, City and a landscape architect for the design and preparation of a specific Park Master Plan and preparation of construction documents.

1.12 **“Urban Parks”** means the six publicly or privately owned parks shown conceptually on Exhibit B.

1.13 **“Urban Recreational Facilities”** means the office plazas and jogging paths within Districts 1, 4, and 8 shown conceptually on Exhibit B and described in the EUC SPA Plan.

1.14 **“Value Engineering Guidelines”** means the guidelines in Exhibit C.

2. **Satisfying PLDO.** McMillin shall satisfy the PLDO for the McMillin Property by providing the following: 12.88 acres of Urban Parks, 2.75 acres of Urban Recreational Facilities, and In-Lieu Fees in an amount equivalent to the parkland and parkland improvement value of 7.73 acres.

2.1 **Urban Parks.** McMillin shall provide approximately 12.88 acres of land with Park Improvements, pursuant to CVMC §§17.10.040 and 17.10.050, as Urban Parks on the following terms:

(a) **Park Master Plan and Approval of Construction Documents.** McMillin shall use City’s customary procedures to design, and obtain City approval of the designs of, Urban Parks. All Park Master Plan designs and design approvals shall be consistent with the EUC SPA Plan, the PLDO and the City’s Landscape Manual. Each Park Master Plan shall be processed through the following steps:

(i) City and McMillin shall enter into a three party agreement with a landscape architect to design a Park Master Plan and prepare construction documents, to the satisfaction of the Director of Development Services.

(ii) In order to facilitate the Park Master Plan and Construction Document process and milestones identified in the City’s Landscape Manual, City and McMillin shall hold a scoping meeting at the beginning of the design process for each Urban Park to confirm the design intent of the particular Urban Park(s) and to identify applicable City requirements prior to initiating design work.

City and McMillin acknowledge the need for close coordination during the design phase to ensure the final, approved documents reflect the intent of the Eastern Urban Center Urban Parks, Recreation, Open Space and Trails Plan and other applicable City requirements. City and McMillin also acknowledge that

refinement to the process may be appropriate over the term of this Agreement to improve the design, review, delivery and ongoing operation of the EUC Urban Parks. To accomplish this end result, a "post design-construction" meeting shall be held among City, McMillin and the design team to identify areas where actions can be taken (design, materials, construction coordination, phasing, delivery, maintenance, etc.) that could improve the design and delivery of each subsequent Urban Park.

(b) **Level of Improvements.** The Improvements for each Urban Park provided pursuant to this Agreement shall be in Turnkey condition and consistent with the SPA Plan and Exhibit F. As adjacent land uses are defined, McMillin or City may propose that facilities to be provided within each Urban Park be modified or rearranged to complement adjacent land uses. Such changes are subject to City review and approval.

(c) **Construction/Timing.** McMillin shall provide City an IOD for the land needed for each Urban Park as a condition of approval of a final subdivision map for the area that includes that Urban Park. McMillin shall Commence Construction of each Urban Park consistent with Exhibit D hereto, "Thresholds for Parks and Facilities." McMillin shall then pursue that Construction diligently to Completion. The Completion of Construction for each EUC Urban Park shall be consistent with Exhibit D. In addition, McMillin shall submit for City review and obtain City approval of the construction budget for each Urban Park and Town Square park prior to park construction Commencement. Construction budgets, established at the time construction documents are submitted, should reflect both the base requirement established by the parkland development component of the PLDO and the proportionate amount of In-Lieu Fee of 5.88 acres being applied.

(d) **Boundary Adjustments.** The parties agree that minor adjustments to Urban Park boundaries may be appropriate 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 Urban Parks, but additional acreage provided may result in a credit at City's discretion.

(e) **Documentation of Costs.** McMillin shall, within sixty (60) days of Completion of Construction, provide City, for its review and approval, all documentation City reasonably requires to evidence the completion and costs of each Urban Park, reflecting as necessary the provisions of section 3 of this Agreement. City approval of that cost documentation shall constitute confirmation of the acreage and acreage equivalencies provided thereby.

(f) **Title.** For public Urban Parks, City shall accept title pursuant to its customary procedures. For private Urban Parks, McMillin shall irrevocably and without charge grant City a right of public use and access over, through, and across said facilities for park and recreation purposes. City shall accept and provide credit for Urban Parks on land subject to easements so long as the land is usable open space and a park use would not be inconsistent with the easements, such as underground sewer easements.

2.2 Urban Recreational Facilities. McMillin shall provide 2.75 acres of Urban Recreational Facilities in Districts 1, 4 and 8, conceptually shown on Exhibit B and as described in the EUC SPA Plan, on the following terms. City has determined that these Urban Recreational Facilities are usable for active recreational uses and, therefore, eligible as a credit toward McMillin's parkland dedication requirement, pursuant to the PLDO.

(a) Urban Recreational Facility Park Credit. McMillin shall receive 2.75 acres of parkland dedication and improvement credit for delivery of Urban Recreational Facilities within Districts 1, 4 and 8. City shall require the construction of the Urban Recreational Facilities as shown in Exhibit B. Prior to the approval of a final map containing an Urban Recreational Facility, the applicant shall provide and secure an engineer's cost estimate for the on-site Urban Recreational Facilities.

(b) Implementation. McMillin or the successor owner of the affected part of the McMillin Property shall, in accordance with the timing set forth in Exhibit D, "Thresholds for Parks and Facilities," provide City for review and obtain City approval for construction plans for Urban Recreational Facilities. McMillin shall also provide City, for its review and approval, master Association covenants, conditions and restrictions to document responsibility for long term maintenance. Improvement plans for Urban Recreational Facilities shall be reviewed by the Zoning Administrator pursuant to the SPA and City's customary improvement plan review procedures. All designs shall be consistent with the EUC SPA Plan and City's applicable regulations.

(c) Construction/Timing. McMillin shall construct each Urban Recreational Facility, or the contained segment, concurrently with development of the surrounding community and in accordance with the timing set forth in Exhibit D. Unless other timing or phasing is approved as part of a discretionary permit, all such facilities shall be completed prior to request for final inspection for the first residential unit or non-residential space in Districts 1, 4 and 8 containing said facility segment. In addition, the applicant shall submit for City review and obtain City approval of the construction budget for each Urban Recreational Facility, or segment thereof, prior to Commencement of Construction. Construction budgets should reflect both the base requirement established by the parkland development component of the PLDO and the proportionate amount of In-Lieu Fee of 5.88 acres being applied, as described in section 2.3, below.

(d) Documentation of Costs. McMillin shall, within sixty (60) days of Completion of Construction, provide City, for its review and approval, all documentation City reasonably requires to evidence the completion and costs of each Urban Recreational Facility. City approval of that cost documentation shall constitute confirmation of the acreage and acreage equivalencies provided thereby. Should more than a total of 2.75 acres of Urban Recreational Facilities be delivered in Districts 1, 4 and 8, then the applicant may transfer that balance within the EUC to offset other parks obligations or establish credits for future use subject to the review and approval of the Director of Development Services. Should the applicant deliver less than a total of 2.75 acres of Urban Recreational Facilities in Districts 1, 4 and 8 then the applicant shall provide the balance in either (a) additional acreage or equivalency in EUC Urban Parks, (b) additional improvements in EUC Urban Parks and/or (c) pay fees equivalent to the

balance of acreage based on the City fees in effect at the time subject to the review and approval of the City Engineer.

(e) **Boundary Adjustments.** The parties agree that minor adjustments to Urban Recreational Facility boundaries may be appropriate 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 Urban Recreational Facilities, but additional acreage provided may result in a credit at City's discretion.

(f) **Title.** City shall accept and provide credit for Urban Recreational Facilities on land subject to easements so long as the land is usable open space consistent with the SPA and a recreational use would not be inconsistent with the easements, such as underground sewer easements.

2.3 **Credit Against In-Lieu Fees.** City has determined that McMillin may satisfy 7.73 acres of McMillin's PLDO obligation through In-Lieu Fees. McMillin will provide park and recreational improvements to the dedicated land described in sections 2.1 and 2.2, above, equivalent to the value of 5.88 acres of parkland dedication and development, for which McMillin will receive a credit against the payment of 5.88 acres of In-Lieu fees. The park and recreational improvements shall be provided as follows.

(a) **Implementation.** McMillin shall deliver physical improvements, beyond the base level accounted for in the PLDO development fee, in the public Urban Parks, private Town Square, and the Urban Recreational Facilities. Only the cost of those enhancements consistent with EUC SPA Plan and approved by City and McMillin shall be eligible for credit against the payment of In-Lieu Fees.

(b) **Acreage Equivalency.** The value of the additional park and recreational improvements to the Urban Park, private Town Square, and/or an Urban Recreation Facility shall be converted to an equivalent acreage as shown in Exhibit E, "Monitoring Table/Equivalency Calculations," based on the PLDO as of the effective date of this Agreement, adjusted by the Escalator pursuant to Section 3.

(c) **Documentation of costs.** McMillin shall, within sixty (60) days of Completion of Construction of each Urban Park, Town Square or Urban Recreational Facility for which McMillin seeks credit toward payment of In-Lieu Fees, provide City all documentation City reasonably requires to evidence the amount expended on park and recreational improvements, beyond the base level accounted for in the PLDO development fee. City approval of that cost documentation shall constitute confirmation of the acreage and acreage equivalencies provided thereby.

(d) **Additional Credit.** Should McMillin expend or invest more than the equivalent of 5.88 acres of parkland dedication and development on approved facilities, with costs documented in accordance with Section 2.3(c), McMillin may receive credit for the value of those expenditures, at the City's discretion, toward any additional EUC park requirements.

2.4 Payment of In-Lieu Fees. McMillin shall pay City the remaining In-Lieu Fees equivalent to 1.85 acres of parkland acquisition and development as follows:

(a) Payment Amounts. The In-Lieu Fees shall be paid at three residential development milestones. The first payment shall be equivalent to 0.63 acres and the second and third payments shall be equal to 0.61 acres each. The actual amount of each payment will be determined by multiplying both the parkland acquisition fee and the parkland development fee, as set forth in the PLDO at the time of payment, by the aforementioned acreage.

(b) Timing of Payments. The first payment, equal to 0.63 acres, shall be made prior to the approval of the first final map which grants any residential development rights. The second payment, equal to 0.61 acres, shall be made prior to the approval of the final map that would allow the 1000th unit in the McMillin Property. The third payment, equal to 0.61 acres, shall be made prior to the approval of the final map that would allow the 2000th unit in the McMillin Property.

2.5 Additional Parkland Acquisition, Parkland Development, and In-Lieu Fee Obligations. In the event that residential, hotel, motel or other development as described in CVMC §17.10.040 occurs within the EUC above and beyond 2,983 units and that development results in additional parkland, park acquisition or in-lieu fee obligations in accordance with the PLDO, McMillin shall satisfy the additional obligations to the satisfaction of the Director of Development Services.

3. Escalator. McMillin shall be responsible for increases in costs of providing Park Improvements as follows. The use of the Escalator is shown in Exhibit E.

3.1 Urban Parks and Urban Recreational Facilities. All parkland and improvement costs will be escalated in accordance with the improvement component of the PLDO and the terms of this Agreement; in the event of a conflict between the PLDO and this Agreement, this Agreement shall prevail.

3.2 Credit Against In-Lieu Fees. For those park and recreational improvements for which McMillin seeks a credit against the payment of In-Lieu Fees, the Escalator shall apply to both the acquisition and development components of the PLDO.

3.3 Time of Calculation. Total required Park Improvement costs shall be calculated as of the issuance of a construction permit for each park.

4. Event Programming. In order to help encourage the sense of community of the McMillin Property's residents and businesses, City may consider approving at least twelve (12) events per park per year if proposed by McMillin or an Association, subject only to reasonable insurance, public health and safety requirements and in accordance with CVMC and zoning requirements. Any proposed event shall not exclude attendance by any member of the public. Suitable events include community, health (e.g., exercise, yoga or Tai Chi classes), art, science, literature, local business, and health fairs; recreational events; farmers' markets; seasonal and holiday events; and outdoor performances. All events shall be consistent with the underlying zoning and the requirements of the CVMC unless otherwise modified by the EUC SPA Plan.

City may consider establishing a streamlined process allowing City to accommodate requests for general public events (at least twelve (12) privately-sponsored events per year) to be held on the McMillin Property subject to the provision of blanket insurance, public health and safety requirements. City will have the opportunity to request and receive approval from the Town Square site owners/owners representative(s) for at least twelve (12) publicly-sponsored events per year at the Town Square private park site subject to the provision of blanket insurance.

5. Maintenance.

5.1 Urban Parks. City and/or McMillin shall maintain the public and private Urban Parks as shown in Exhibit B to established City standards or as may further be defined within approved park master plans.

(a) Public Parks. City and McMillin shall split equally (50-50) the costs of maintaining Public Parks, determined at the park master plan approval stage and based on preliminary cost estimates provided by both City and McMillin. City's share (and thus McMillin's basic share, subject to Section 5.3) shall be based on the average annual maintenance cost for 21.51 acres (23.36 acres less the 1.85 Off-Site In-Lieu Fee acreage) each fiscal year as calculated for the City's budget for public parks. Should maintenance costs be determined to be overly burdensome on either City or McMillin at the time of individual park master plan submittal/review, the park facilities shall be adjusted and approved in accordance with the Value Engineering Guidelines in Exhibit C. Should additional maintenance funds be needed above and beyond what is detailed above McMillin reserves the right to increase its portion of the funding at its sole discretion. Should McMillin, at its sole discretion, decide to increase its portion of funding, City shall not be required to match the funding in order to maintain the fifty/fifty (50-50) split of maintenance costs.

(b) Private Parks. McMillin shall be responsible for maintenance of private parks within the McMillin Property, to the satisfaction of the Director of Development Services, until an Association or other entity assumes responsibility, in writing, for maintenance of the park, pursuant to CC&Rs approved by the City.

5.2 Urban Recreational Facilities. City shall maintain the Urban Recreational facilities that are within public street rights-of-way to established City standards and as may further be defined within the approved improvement plans. City and McMillin may also enter into an agreement to permit maintenance of Urban Recreational Facilities within public rights-of-way by an Association. Urban Recreational Facilities included in individual project submittals to City's Design Review, as detailed in the Thresholds for Parks and Recreational Facilities (Exhibit D), shall either be included in or annexed to a community facilities district, an assessment district, an Association, or equivalent entity that would finance maintenance.

5.3 Districts. City and McMillin agree that McMillin's portion of park maintenance costs may be covered through inclusion in a maintenance district. Should this occur, those funds collected for park maintenance will be used solely and entirely on park maintenance and will not be used to cover the maintenance costs of other facilities.

6. **Rent, Concessions and Events.** Leases, concessions and special events are contemplated in all of the parks in the McMillin Property.

6.1 **Rents and Concessions in Public Parks.** City shall control leasing and concessions within all public parks in the McMillin Property, subject to City's customary permitting process. Net proceeds (i.e. revenues to the extent greater than expenditures) received by City therefrom shall be deposited into a City-controlled capital reserve fund to be used solely for capital replacements or improvements within public parks within the McMillin Property.

6.2 **Events In Public Parks.** Net proceeds received by City from current and prospective City-wide programs and events shall be used by City at City's discretion. Net revenues received by City from non-City-wide programs and events in a public park in the McMillin Property shall be deposited into a City-controlled capital reserve fund to be used solely for capital replacements or improvements within public parks within the McMillin Property.

6.3 **Private Parks.** The owner of each private park in the McMillin Property shall have full decision-making power over leasing and concessions within each such park, as well as control over and the right to receive any revenues derived therefrom and will confer in good faith with the City to avoid conflicts associated with a competing or conflicting activity or use with an existing or proposed City activity or use in an EUC park. Should City sponsor any event in any private EUC park, then the net proceeds received therefrom shall be deposited into a City-controlled capital reserve fund to be used solely for capital replacements or improvements within parks within the McMillin Property.

7. **Security.** McMillin shall post security with City in an amount equal to 100% of the cost of constructing the Park Improvements, as determined by City based on final construction documents submitted by McMillin. The security shall be posted as a condition of receiving an Urban Park construction permit and prior to receiving any building permits for the EUC. City may use that security to Complete Construction of such Urban Park or Urban Recreational Facility, and to satisfy In-Lieu Fees, should McMillin fail to meet its obligations to do so. City may reduce and release these securities pursuant to City's customary procedures and schedules pro rata upon completion or payment of the parks and fees described in Section 2. City reserves the right to withhold issuance of building and/or construction permits for units or properties within any part of the EUC when parks have not been Completed as shown in Exhibit D, "Thresholds for Parks." All security shall be a bond or letter of credit subject to the reasonable approval of City. McMillin shall pay the City the difference between the total costs incurred to Complete Construction and satisfy In-Lieu Fees, and any proceeds from the security.

8. **Delays.** City may approve extensions for the date for Commencement and/or Completion of Construction of any Park due to City delays in approving park plans or due to force majeure. In addition, City may consider changing the construction schedule if appropriate to improve the relationship of certain parks, such as the Civic Plaza, with its surrounding community.

9. **Joint Use.** McMillin and the City agree to meet in good faith to discuss the feasibility of entering into a joint use agreement with the Chula Vista Elementary School District should that district wish to pursue joint use of a park adjacent to its property. The details and

contents of such an agreement shall be in accordance with the CVMC, the EUC SPA Plan, this Agreement and any City park standards in effect at that time.

10. **Public Works.** When constructing, or entering into any contract relating to the design or construction of, an Urban Park, a Park Improvement or any other park or recreational improvements required by this Agreement (collectively, the "Improvements"), McMillin shall comply with City Charter Section 1009, the City's policies and procedures governing competitive bidding for public works projects, and all other applicable local, state and federal requirements in effect at the time the bidding and contracting for, or construction of, the Improvements takes place.

11. **Changes.** City reserves its right to amend the PLDO, SPA Plan and parks master plan, subject to state and federal law and to a development agreement between City and McMillin. 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. McMillin's fee obligations are based on the level of fees in effect at the time the fees are paid, with the exception of the fee obligation described in Section 2.4.

12. **City Action.** If the City Council finds that the proposed design of a park within the McMillin Property is inconsistent with the SPA Plan, McMillin shall have the opportunity to re-design the park and submit the revised design for the City Council's consideration.

13. **Miscellaneous Provisions.**

13.1 **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: James D. Sandoval, 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 McMillin: McMillin Otay Ranch LLC
 c/o McMillin Companies LLC
 Attn: Mr. Todd Galarneau
 2750 Womble Road

San Diego, California 92106

With a copy to: Hecht Solberg Robinson Goldberg & Bagley LLP
Attn: Mr. Richard Schulman
600 W. Broadway, 8th Floor
San Diego, California 92101

13.2 Captions. Captions in this Agreement are inserted for convenience of reference. They do not define, describe or limit any term of this Agreement.

13.3 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.

13.4 Contents of Agreement. All recitals set forth above and all exhibits attached hereto are part of this Agreement.

13.5 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.

13.6 Recordation. The City may record this Amendment in the Office of the County Recorder of San Diego County, California.

13.7 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.

13.8 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 individual signing this Agreement on behalf of an entity warrants that his/her principal has duly authorized him/her to sign this Agreement on its behalf so as to bind his/her principal.

13.9 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.

13.10 Successors.

(a) Subject to paragraph 13.10(b), McMillin shall remain responsible to City for compliance with this Agreement. However, McMillin may contractually obligate, to McMillin, merchant builders or other successors without affecting City's rights hereunder. Should McMillin transfer or assign its interest in the McMillin 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 this Agreement, as applicable to the portion of the McMillin Property acquired by the transfer or assignment. No action by McMillin pursuant to this section, without the City's consent, shall relieve McMillin of its obligations under this Agreement.

(b) McMillin's design, construction and payment obligations hereunder may be performed or reimbursed, in whole or in part, by a community facilities district or similar financing district, subject to approval by City. Except as otherwise provided in or as modified by the Development Agreement, McMillin may pursue construction in accordance with CVMC §3.50.140.

(c) Compliance with this Agreement shall be deemed to satisfy McMillin's PLDO and SPA Plan obligations relating to parks. Once all parks and improvements have been constructed and dedicated, as required by this Agreement, including any additional park obligations that may be required pursuant to section 2.5 above, all park dedication and improvement requirements for the EUC shall be deemed complete and the obligation shall be removed from title, as to McMillin and any merchant builders developing within the McMillin Property.

13.11 Term. This Agreement shall remain in effect until, but shall automatically terminate upon, City acceptance of all the public Urban Parks and Urban Recreational Facilities, the Completion of Construction of the private Town Square and Urban Recreational Facilities, the construction and delivery of park and recreational improvements equal to the value of the total credit against In-Lieu Fees, and payment of In-Lieu Fee obligations per the terms of this Agreement; provided, however, that the provisions of Sections 5.1(a), 5.1(b) and 13.14 shall survive termination of this Agreement .

13.12 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.

13.13 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City 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 City in the implementation of same.

13.14 Indemnification. McMillin shall indemnify, protect and hold the City, its officers, employees, agents and independent contractors, free and harmless from any liability whatsoever or any 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 McMillin or McMillin's employees, subcontractors or other persons, agencies or firms for whom McMillin is legally responsible, (collectively, "McMillin"), relating to or arising from McMillin's activities contemplated under this Agreement, excepting only those claims for damages arising from the sole active negligence or sole willful misconduct of the City. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of McMillin, its employees, agents or officers, or any third party. McMillin 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 McMillin. The City may, in its discretion, participate in the defense of any such legal claim, action or proceeding, and McMillin shall pay for the City's expenses reasonably incurred, including City's attorneys' fees.

13.15 Non-liability of City Officials and Employees. No member, official, employee or consultant of the City shall be personally liable to McMillin or its successor-in-interest in the event of any default or breach by City, or for any amount which may become due to McMillin or to its successor-in-interest, or on any obligations under the terms of this Agreement.

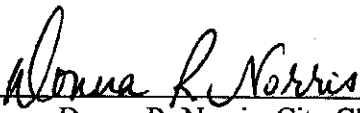
13.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be the original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first set forth above.

CITY OF CHULA VISTA, a municipal corporation

By 
Cheryl Cox, Mayor

Attest:

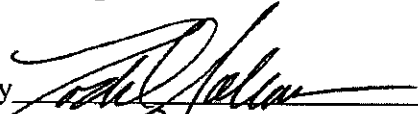

Donna R. Norris, City Clerk


APPROVED AS TO FORM:

By 
for Bart C. Miesfeld, City Attorney

McMILLIN OTAY RANCH, LLC, a Delaware limited liability company

BY: McMILLIN COMPANIES, LLC, a Delaware limited liability company
Its: Manager

By 
Its: VP
Printed Name: Todd Galanman

By 
Its: VP
Printed Name: NICHOLAS LEE

**CALIFORNIA ALL PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

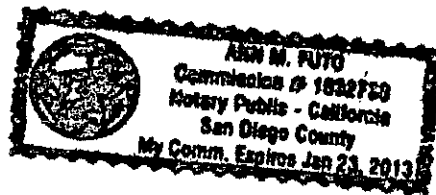
On October 14, 2009, before me, Ann M. Futo, Notary Public, personally appeared Todd Galarneau and Nick Lee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Signature

Ann M. Futo



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: ANN M. FUTO

Commission Number: 1832730 Date Commission Expires: JAN. 23, 2013

County Where Bond is Filed: SAN DIEGO

Manufacturer or Vendor Number: NNA1
(Located on both sides of the notary seal border)

Signature: [Handwritten Signature]
CITY OF CHULA VISTA Firm Name (if applicable)

Place of Execution: SAN DIEGO, CA Date: 10/20/09

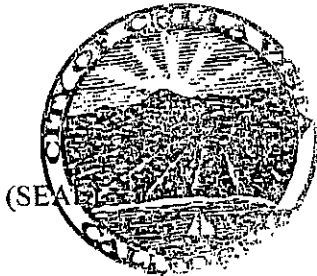
ACKNOWLEDGEMENT

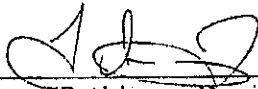
State of California
County of San Diego

On the 12th day of October, 2009, before me, Teresa Rodriguez, Deputy City Clerk, personally appeared Cheryl Cox, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person 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.





Teresa Rodriguez, Deputy City Clerk
City of Chula Vista

EXHIBIT A

Legal Description of McMillin Property
With Map of All of EUC

REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

PARCEL 3 OF PARCEL MAP NO. 18481, IN THE CITY OF CHULA VISTA, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 31, 2000, AS INSTRUMENT NO. 2000-283684 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM THE LAND DESCRIBED IN THAT CERTAIN IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST RECORDED MAY 22, 2003, AS INSTRUMENT NO. 2003-0604602, AND ACCEPTED BY THAT CERTAIN ACCEPTANCE OF IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST RECORDED MAY 22, 2003, AS INSTRUMENT NO. 2003-0604603, AND CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED MAY 22, 2003, AS INSTRUMENT NO. 2003-0604607, ALL OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

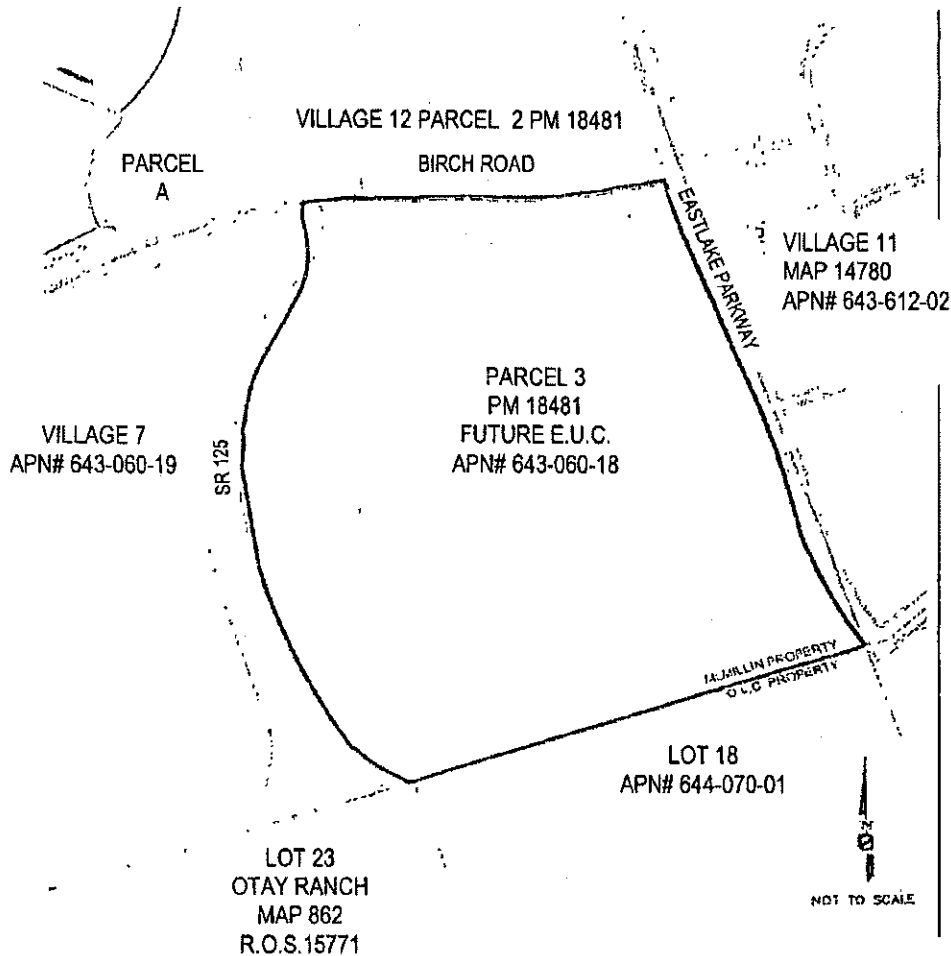


EXHIBIT B
Conceptual Map of McMillin Property and Parks

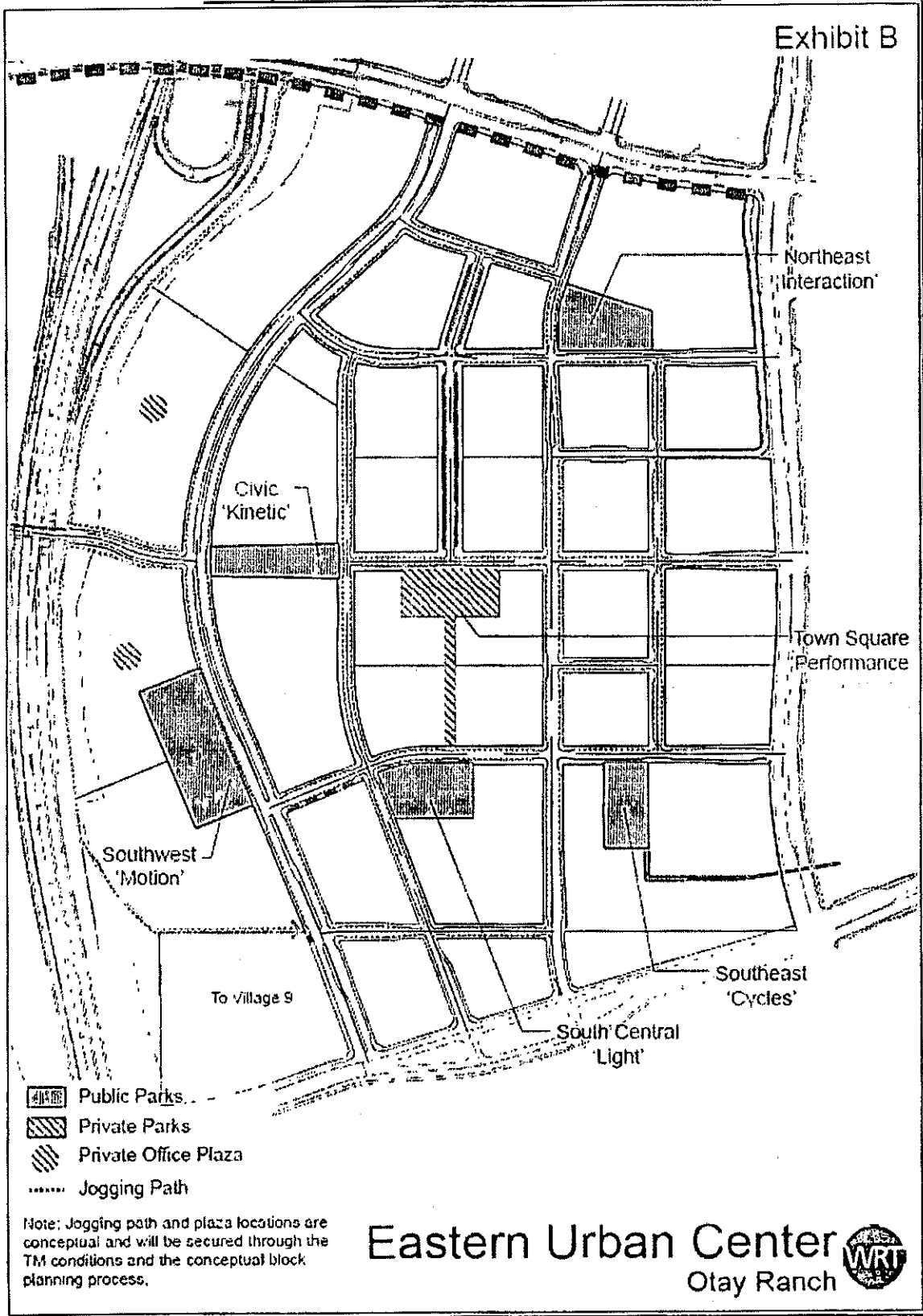


EXHIBIT C

Value Engineering Guidelines

Intent: The intent of these Value Engineering Guidelines Program is to provide a decision making tool for addressing facility design and/or inclusion should the Escalator and any value engineering exercise not result in sufficient funds to complete the construction of the parks as originally anticipated.

Guidelines:

1. At a minimum, the park facilities should meet the following objectives:
 - a. Any facility revision or reduction must not reduce 'Placemaking' function of the parks.
 - b. Facility reductions or modifications shall focus on the recreational needs of the target demographic as identified in the EUC SPA Plan and ensure facilities to meet this target demographic.
 - c. Any facility revision or reduction should maintain the design concept for the particular park as identified in the EUC SPA Plan.
2. Each park shall maintain the core facilities that promote a multiplicity of recreational experiences rather than a singular use (for an example; the multipurpose field area would be maintained over a specialized court sport facility).
3. Each park shall maintain at least one focus element that addresses the 'energy' design concept for the particular park as identified in the EUC SPA Plan.
4. Each park shall provide both shaded and sunny recreational areas. Shade can be provided by structure or tree canopy.
5. Each park shall provide a complement of site furnishings for the general operations of the park, including at a minimum adequate waste and recycling receptacles, benches and potable water sources.
6. At a minimum, if programmed into the park and identified in the EUC SPA Plan, restroom/maintenance facilities will be provided unless the City of Chula Vista determines otherwise. The extent and design of these facilities may be subject to value-engineering.
7. Each park should maintain its commitment to sustainable practices including drought tolerant plant materials, increase of pervious surfaces, low energy and low water use fixtures, recycled materials and other measures.
8. Grants or other contributing funding sources such as sponsorships should be explored to increase the funding pool and enable the initial design concepts.

Exhibit D Thresholds for Parks

Park	IOD	Submit Park Master Plan	Commence Construction & Submit Public Access easement (if needed)	Park Completion ²
P1	On first Final Map	Prior to issuance of first building permit for Tentative Map Lot 4	Prior to occupancy of 100 dwelling units within Tentative Map Lot 4.	Park to be completed one year after park Commences Construction ²
P2	On first Final Map	Prior to issuance of first building permit for a library or cultural venue within Lots 7 or 16. ³	Prior to occupancy of a library or cultural venue in Lots 7 or 16. ³	Park to be completed one year after park commences construction ²
P3 & Paseo	On first Final Map	Prior to issuance of first building permit for Tentative Map Lots 17 or 18.	Prior to occupancy of the first building on Tentative map Lots 17 or 18.	Park to be completed one year after park commences construction ²
P4	On first Final Map	Prior to issuance of first building permit for Tentative Map Lot 27.	Prior to occupancy of 100 dwelling units within for Tentative Map Lot 27. ¹	Park to be completed one year after park commences construction ²
P5	On first Final Map	Prior to issuance of first building permit for Tentative Map Lot 26.	Prior to occupancy of 65 dwelling units within Tentative Map Lot 26. ¹	Park to be completed one year after park commences construction ²
P6	On first Final Map	Prior to issuance of first building permit for Lot 28.	Prior to occupancy of 200 dwelling units within Lot 28 ¹	Park to be completed one year after park commences construction ²

¹ If it is determined that a school site will be located adjacent to the park then construction of the park shall commence prior to its opening.

² Should sufficient evidence or bonding be provided to the City Engineer ensuring that the park will be completed in a timely manner then the City Engineer may allow building permits to be issued in the subsequent SPA Site Utilization Plan Districts and/or Tentative Map Lots.

³ Should another building fronting on the park site replace the library or cultural venue, the issuance of a building permit for, and occupancy of, that building will trigger the submittal of the park master plan and the commencement of construction, respectively, of P2.

Note: Section 7 "Security" gives the City the right to withhold building permits for units or properties within the EUC should park construction commencement or parks completion not occur as shown in this exhibit.

Thresholds for Recreational Facilities

Facility(s)	Submit Design	Submit Security, Engineers Est. & public access easement	Credit Received
Jogging Path	With project submittal to DRC.	Prior to project Building permit	Through TM Condition & SIA/SSIA(s)
Office Plazas	With project submittal to DRC.	Prior to project Building permit	Through TM Condition & SIA/SSIA(s)

Notes: It is anticipated that individual project submittals will contain their project portion of the recreational facilities and that the City will accept recreational facility delivery in segments through the buildout of the EUC. Pedestrian Improvement Plans means the Improvement plans that contain the pedestrian facility referenced.

EXHIBIT E

Monitoring Table/Equivalency Calculations

Park	Acres (AC) [1]	Improvement Cost (IMP) [2]	Updated Parkland Development Fee (PD2) [4]	Escalator (ESC)	Base Parkland Development (BPD)	Equivalency in dollars (EQ\$)	Equivalency in acres (EQA) [3]	Target Equivalency
Northeast Park	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.76
Civic Plaza	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.82
Town Square	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.73
Southwest Park	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.74
Southcentral Park	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.44
Southeast Park	0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00	0.72
Dedicated Land								
Total [3]	0.00				Total Enhancement Equivalency		0.00	4.21

Initial Parkland Development Fee (PD1)²

Initial Park and Acquisition Fee (PA1)²

Equations:

BPD = AC * PD2

EQ\$ = IMP - BPD

EQA = EQ\$ / [(PA + PD)(1+ESC)]

ESC = (PD2 - PD1) / PD1

Dollars, per the development component of the PLDO, required for base level of park improvements
 The on-site in lieu fee dollars spent on the park beyond the base amount required by the PLDO
 Equivalency dollars converted to acreage equivalent by using the per acre value of the Park Fee
 The percentage increase in the Development Fee in the PLDO

[1]	To be input at Final Map approval
[2]	To be input at completion of construction
[3]	Acreage Equivalent calculated by table
[4]	To be input at construction permit issuance

Park Dedication Summary

	Acres [3]	
Dedicated Land	0.00	≥15.63
Enhancement Equivalency	0.00	≥5.88
Offsite Payment Equivalency	1.85	
Total	1.85	≥23.36

Acres (AC) [1]	Improvement Cost (IMP) ¹ [2]	Updated Parkland Development Fee (PD2) [4]	Escalator (ESC)	Base Parkland Development (BPD)	Equivalency in dollars (EQ\$)	Equivalency in acres (EQA) [3]
Parcel 1 Jogging Path						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
Parcel 2 Jogging Path						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
Parcel 28 Jogging Path						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
Parcel 29 Jogging Path						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
North Office Plaza						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
South Office Plaza						
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
0.00	\$0.00		0.00%	\$0.00	\$0.00	0.00
Total Enhancement Equivalency						0.00
						1.67

Target Equivalency

¹ Total cost of park improvements

² Established at the time of approval of the agreement

Exhibit F Park Cost Estimates

Item	Unit	Public Parks Construction Costs														
		P-3 Tr. Sq.	P-2 CP	P-1 NE	P-4 SE	P-5 SC	P-6 SW	Extention	Total Qty.	Unit Cost	P-3 Tr. Sq.	P-2 CP	P-1 NE	P-4 SE	P-5 SC	P-6 SW
Plant Material																
1 Trees - specimen - 48" box	ea	2	2	3	5	5	5	5	5	5	5	5	5	5	5	5
2 Trees - shade 36" box	ea	25	25	15	20	20	20	20	20	20	20	20	20	20	20	20
3 Trees - shade 24" box	ea	80	80	0	20	20	20	20	20	20	20	20	20	20	20	20
4 Trees - ornamental - 24" gallon	ea	50	50	5	10	10	10	10	10	10	10	10	10	10	10	10
5 Trees - ornamental - 15 gallon	ea	55	55	5	10	10	10	10	10	10	10	10	10	10	10	10
6 Palms - large - 18" inh	ea	40	40	20	25	20	20	20	20	20	20	20	20	20	20	20
7 Palms - small - 12" inh	ea	10	10	0	0	0	0	0	0	0	0	0	0	0	0	0
8 Shrubs / Groundcover Planting	sf	3,000	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0
9 Lawn - Sod	sf	2,500	7,500	7,800	51,750	41,800	50,000	100,000	253,850	80.62	157,976	84,854	532,205	831,116	462,233	
10 Subtotal - Planting		5,500	20,800	20,800	57,500	48,300	56,500	105,000	293,800	84.35	1,279,008	980,611	2,250,487	2,104,409	1,346,131	
11 Irrigation	ea	217	43	43	90	85	80	81	81	116.70	1,174,973	384,473	1,659,522	1,659,522	1,659,522	
12 Tree Irrigation																
13 Subtotal - Irrigation																
Planting Prep. First Year Maintenance																
14 Excavation of soil for tree root zone, planting areas	cy	5,343	1,892	2,343	2,030	2,333	4,074	19,015	201,802	11.20	2,179,008	221,184	226,246	226,134	226,134	
15 Structural Soil for Tree Pits	cy	3,900	640	0	0	0	0	4,540	282,537	62.23	282,537	0	0	0	0	
16 Prepared soil of planting areas	cy	1,350	963	428	481	481	370	4,071	18,677	4.59	18,677	17,979	17,979	17,979	17,979	
17 Topsoil for lawn areas	sf	93	289	1,917	1,548	1,852	3,704	9,403	598,517	63.65	598,517	579	579	579	579	
18 Fine grading and soil prep. (Planting + lawn areas)	sf	5,500	20,800	20,800	57,500	48,300	56,500	105,000	293,800	0.12	34,653	32,589	32,589	32,589	32,589	
19 Mulch (Shrub beds)	sf	333	1,444	638	722	722	556	4,416	19,237	4.36	19,237	1,451	1,451	1,451	1,451	
20 Cobble Mulch	sf	1,000	1,000	1,000	1,000	1,000	2,500	8,500	34,988	4.10	34,988	34,978	34,978	34,978	34,978	
21 Root barriers	lf	600	350	300	300	300	300	2,460	8,500	3.49	8,500	8,478	8,478	8,478	8,478	
22 Contractor maintenance & warranty - 1 year	sf	5,500	20,800	20,800	57,500	48,300	56,500	105,000	293,800	0.50	146,172	10,356	238,627	238,627	238,627	
23 Subtotal - Planting Prep. First Year Maintenance		100	200	200	100	100	100	800	323,811	323.81	323,811	323,811	323,811	323,811	323,811	
Hardscape																
24 Seat wall - CIP concrete - 18" high, wide	lf	750	350	100	100	100	100	2,000	14,944	7.47	14,944	14,944	14,944	14,944	14,944	
25 Concrete header	lf	300	100	300	300	300	300	1,900	16,554	8.71	16,554	16,554	16,554	16,554	16,554	
26 Landscape edging	lf								308,314	308.31	308,314	308,314	308,314	308,314	308,314	
27 Subtotal - Hardscape																
Flatwork																
28 Concrete - std. Gray, broom finish	sf	6,000	12,000	6,000	6,000	6,000	6,000	28,000	182,428	6.51	182,428	182,428	182,428	182,428	182,428	
29 Concrete - std. Gray, broom finish	sf	22,000	20,000	20,000	2,800	7,250	8,200	10,500	396,267	37.74	396,267	396,267	396,267	396,267	396,267	
30 Unit pavers - asphalt	sf	0	0	0	0	0	0	0	14,000	14.00	14,000	14,000	14,000	14,000	14,000	
31 Unit pavers - concrete	sf	0	0	0	0	0	0	6,500	80,094	12.32	80,094	80,094	80,094	80,094	80,094	
32 Unit pavers - exp. Agg	sf	4,000	8,500	0	0	1,500	0	14,000	113,254	8.09	113,254	113,254	113,254	113,254	113,254	
33 Decomposed Granite	sf	0	0	0	0	0	0	10,400	34,305	3.29	34,305	34,305	34,305	34,305	34,305	
34 Playground surfacing	sf	0	0	0	1,000	1,000	1,400	4,800	114.31	548,842	114,310	114,310	114,310	114,310	114,310	
35 Subtotal - Flatwork																

Exhibit F Park Cost Estimates (Continued)

Item	Unit	QTY	Unit Cost	Subtotal	QTY	Unit Cost	Subtotal	QTY	Unit Cost	Subtotal	QTY	Unit Cost	Subtotal	QTY	Unit Cost	Subtotal	QTY	Unit Cost	Subtotal
Site Furniture																			
36	Tree Grates - 5 X 5' Cast Iron	ea		\$1,400.24	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
37	Bike Racks	ea		\$746.79	50		\$37,340	50		\$37,340	50		\$37,340	50		\$37,340	50		\$37,340
38	Trash Receptacles	ea		\$995.72	8		\$7,966	8		\$7,966	8		\$7,966	8		\$7,966	8		\$7,966
39	Dog Waste Bag Dispenser, Receptacles	ea		\$580.10	2		\$1,160	2		\$1,160	2		\$1,160	2		\$1,160	2		\$1,160
40	Benches	ea		\$1,493.59	10		\$14,936	10		\$14,936	10		\$14,936	10		\$14,936	10		\$14,936
41	Picnic Tables	ea		\$2,489.31	5		\$12,447	5		\$12,447	5		\$12,447	5		\$12,447	5		\$12,447
42	Movable Tables and Chairs	ea		\$1,868.98	10		\$18,690	10		\$18,690	10		\$18,690	10		\$18,690	10		\$18,690
43	Umbrellas	ea		\$746.79	30		\$22,404	30		\$22,404	30		\$22,404	30		\$22,404	30		\$22,404
44	Upgraded Pole - Mounted Lighting	ea		\$6,957.25	5		\$34,786	5		\$34,786	5		\$34,786	5		\$34,786	5		\$34,786
45	Subtotal - Site Furniture			\$1,006,927			\$230,635			\$192,090			\$129,071			\$116,624			\$124,560
Metal Work																			
46	Metal - 4" High	lf		\$83.35	200		\$16,670	200		\$16,670	200		\$16,670	200		\$16,670	200		\$16,670
47	Gate - Metal - 4" High	ea		\$423.18	1		\$423	1		\$423	1		\$423	1		\$423	1		\$423
48	Subtotal - Site Furniture			\$423.18			\$423			\$423			\$423			\$423			\$423
Site Amenities, Features																			
49	Fountain			\$62,232.80	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
50	Fountain Interactive or large			\$311,163.98	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164
51	Signage, Wayfinding Elements			\$280,048	2		\$560,096	2		\$560,096	2		\$560,096	2		\$560,096	2		\$560,096
52	Sculpture, Art Elements - Signature			\$124,465.59	1		\$124,466	1		\$124,466	1		\$124,466	1		\$124,466	1		\$124,466
53	Sculpture, Art Elements - Large			\$62,232.80	2		\$124,466	2		\$124,466	2		\$124,466	2		\$124,466	2		\$124,466
54	Playground Equipment			\$93,348.19	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349
55	Playground Equipment			\$186,696.39	1		\$186,697	1		\$186,697	1		\$186,697	1		\$186,697	1		\$186,697
56	Play Park			\$311,163.98	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164
57	Overlook Platform			\$80,902.63	1		\$80,903	1		\$80,903	1		\$80,903	1		\$80,903	1		\$80,903
58	Tree House			\$497,862.36	1		\$497,862	1		\$497,862	1		\$497,862	1		\$497,862	1		\$497,862
59	Outdoor Stage			\$311,163.98	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164	1		\$311,164
60	Outdoor Theater			\$1,244,655.91	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
61	Subtotal - Site Amenities, Features			\$4,530,548			\$995,725			\$715,677			\$509,881			\$373,397			\$840,143
Structures																			
62	Restrooms, Maintenance storage			\$311,163.98	4		\$1,244,656	4		\$1,244,656	4		\$1,244,656	4		\$1,244,656	4		\$1,244,656
63	Gazebo, Pavilion - large			\$98,572.47	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
64	Gazebo, Pavilion - small			\$93,348.19	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349
65	Trellis, Overhead Structure, Tennis Shade Structure			\$62,232.80	2		\$124,466	2		\$124,466	2		\$124,466	2		\$124,466	2		\$124,466
66	Subtotal - Structures			\$1,462,471			\$1,462,471			\$1,462,471			\$1,462,471			\$1,462,471			\$1,462,471
Athletic Facilities																			
67	Tennis Court			\$33,828.89	2		\$67,658	2		\$67,658	2		\$67,658	2		\$67,658	2		\$67,658
68	Baseball Court			\$93,348.19	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349	1		\$93,349
69	Soccer Field Amenities			\$12,446.56	1		\$12,447	1		\$12,447	1		\$12,447	1		\$12,447	1		\$12,447
70	Subtotal - Athletic Facilities			\$139,813			\$139,813			\$139,813			\$139,813			\$139,813			\$139,813
71	Subtotal			\$11,349,172			\$11,349,172			\$11,349,172			\$11,349,172			\$11,349,172			\$11,349,172
72	Design & Construction Contingency - 10%			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917
73	Mobilization, Fees & Permits, Bonds and City Staffing Costs - 10%			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917			\$1,134,917
74	Hardcost Subtotal			\$13,619,006			\$13,619,006			\$13,619,006			\$13,619,006			\$13,619,006			\$13,619,006
75	Design + Documentation - 10%			\$1,361,901			\$1,361,901			\$1,361,901			\$1,361,901			\$1,361,901			\$1,361,901
76	Overall Contingency Subtotal			\$2,496,818			\$2,496,818			\$2,496,818			\$2,496,818			\$2,496,818			\$2,496,818
77	Land Value			\$1,510,096			\$1,510,096			\$1,510,096			\$1,510,096			\$1,510,096			\$1,510,096
78	Total			\$20,400,000			\$20,400,000			\$20,400,000			\$20,400,000			\$20,400,000			\$20,400,000
79	Total			\$14,980,907			\$14,980,907			\$14,980,907			\$14,980,907			\$14,980,907			\$14,980,907

Note: This table does not include costs associated with the 2.75 acres Urban Recreational Facilities or the off-site in-lieu fees.
Attachment 1 to Resolution 2009-226